

# SMSF Workpapers Checklist

INFORMATION	Attached	
	YES	N/A
1 Workpapers Checklist	YES	
2 Trial Balance	YES	
3 ASIC Annual statement/Extract		N/A
4 Actuary Cert	YES	
<b>INCOME</b>		
5 RBS		N/A
6 Contributions	YES	
7 Capital Gains	YES	
8 Distributions	YES	
9 Dividends	YES	
10 Interest	YES	
11 Rent		N/A
12 Other		N/A
<b>EXPENSES</b>		
13 Lump Sums	YES	
14 Pensions	YES	
15 Insurance		N/A
16 Accounting	YES	
17 Advisor		N/A
18 Audit	YES	
19 Bank Fees		N/A
20 Depreciation		N/A
21 Interest Paid		N/A
22 Investment Expenses/Mgt Fee	YES	
23 Postage Print Stationery		N/A
24 Property Expenses		N/A
25 Advertising		N/A
26 Agent Fee		N/A
27 Amortisation		N/A
28 Council Rates		N/A
29 Insurance		N/A
30 Land Tax		N/A
31 Repairs & Maintenance		N/A
32 Strata levy		N/A
33 Sundry Expenses		N/A
34 Water Rates		N/A
35 Regulatory Fee		N/A
36 SMSF Supervisory levy		N/A
37 Sundry Expenses		N/A
<b>INVESTMENTS</b>		
38 Term Deposits		N/A
39 Properties		N/A
40 Managed Investments		N/A
41 Shares AU	YES	
42 Shares Foreign		N/A

43 Units	YES	
44 Bank Accounts AU	YES	
45 Bank Accounts Foreign		N/A
46 Distribution Receivable	YES	
47 Prepaid Expenses		N/A
48 Sundry Debtors		N/A
49 Unsettled Trades		N/A
<b>LIABILITIES</b>		
50 LRBAS		N/A
51 GST	YES	
52 ITA/ICA	YES	
53 Sundry Creditors		N/A
<b>PERMANENT YEARLY</b>		
54 Variation Deeds	YES	
55 Change of Trustee		N/A
56 Pension Documents		N/A
57 Investment Strategy	YES	
<b>PERMANENT 1st YEAR ONLY</b>		
58 Establishment Deed	YES	
59 ATO Trustee Declarations	YES	
60 Member Applications	YES	
61 BDBN		N/A
62 Previous Pension Documents	YES	
63 Bare Trust Deed		N/A
64 Loan Offer Documents		N/A
65 Pre Existing Lease		N/A
66 Prior Year signed FS	YES	
67 Prior Year signed ITR	YES	
68 Prior Year Audit Report/Mgt Letter	YES	
69 Prior Year ACR		N/A

# Godfrey Family Super Fund

Trial Balance as at 30 June 2023

Prior Year		Description	Current Year	
Debits	Credits		Debits	Credits
<b>INCOME</b>				
Contributions				
-	\$110,000.00	Member	-	\$3,403.40
\$209,668.68	-	Market Gains	-	\$97,181.09
-	\$24,086.74	Distributions	-	\$13,778.79
-	\$228,951.09	Dividends	-	\$100,634.71
-	-	Foreign Income	-	\$5,461.22
-	\$501.57	Interest	-	\$32,788.93
<b>EXPENSE</b>				
-	-	Lump Sums Paid	\$5,050.00	-
\$58,760.00	-	Pensions Paid	\$68,950.00	-
\$734.96	-	Contributions Tax	-	-
\$330.00	-	Accountancy Fee	\$2,294.00	-
-	-	Actuarial Fee	\$161.00	-
-	-	Auditor Fee	\$385.00	-
\$446.00	-	Fund Administration Fee	-	-
\$20,116.92	-	General Investment Expenses	-	-
-	-	Investment Management Fee	\$10,450.08	-
-	-	SMSF Supervisory Levy	\$259.00	-
<b>INCOME TAX</b>				
-	\$96,129.20	Income Tax Expense	-	\$40,371.53
<b>PROFIT &amp; LOSS CLEARING ACCOUNT</b>				
\$169,612.04	-	Profit & Loss Clearing Account	\$206,070.59	-
<b>ASSETS</b>				
\$2,168,615.56	-	Shares in Listed Companies	\$1,527,242.03	-
\$370,027.62	-	Stapled Securities	\$240,743.20	-
\$17,771.40	-	Units In Listed Unit Trusts	-	-
\$450,406.63	-	Cash At Bank	\$1,502,085.09	-
\$8,186.62	-	Receivables	\$4,908.77	-
-	-	Deferred Tax Assets	\$9,677.50	-
\$96,129.20	-	Current Tax Assets	\$40,437.53	-
-	-	Other Taxes Refundable	\$1,857.00	-
<b>LIABILITIES</b>				
-	-	Deferred Tax Liability	-	\$9,743.50
<b>MEMBER ENTITLEMENTS</b>				
-	\$1,807,371.84	Mr John Godfrey	-	\$1,918,766.55
-	\$1,303,765.19	Mrs Maureen Godfrey	-	\$1,398,441.07
<u>\$3,570,805.63</u>	<u>\$3,570,805.63</u>		<u>\$3,620,570.79</u>	<u>\$3,620,570.79</u>

Dear Trustees,

Your Self-Managed Superannuation Fund Administrator has requested that we prepare an actuarial certificate for your SMSF to support claims for income tax exemption in the tax return of the Fund. The actuary James Fitzpatrick of Waatinga has calculated the tax-exempt percentage and has prepared the certificate accordingly.

If there are any periods of the income year where the only accounts held by the Fund are Retirement Phase (Pension) accounts, these periods are known as Deemed Segregated Periods (DSPs) and the Segregated Method is generally used to determine the Exempt Current Pension Income (ECPI) during those periods.

We have been informed that the Fund is not eligible to use the Segregated Method in the current income year. As a result, we have treated the assets as being unsegregated for the entire income year.

The tax-exempt percentage specified in the actuarial certificate applies to the net ordinary and statutory assessable income (excluding assessable contributions, non-arm's length income and income derived from any segregated assets) received during the Unsegregated Periods for the given income year. The tax-exempt percentage is calculated as the average of the Retirement Phase balances over the unsegregated periods of the income year as a proportion of the average of the total Fund balances over the unsegregated periods of the income year.

Regards,

A handwritten signature in black ink, appearing to read "A. O'Meagher", with a horizontal line underneath.

Andy O'Meagher  
Director & Founder  
Act2 Solutions Pty Ltd  
Ph 1800 230 737  
andy@act2.com.au

Reference: CC370021 GODFREY FAMILY SUPER FUND



# ACTUARIAL CERTIFICATE

Income Tax Assessment Act 1997 (the Act), Section 295.390

We have been requested by Act2 Solutions to prepare an Actuarial Certificate in compliance with the Act for the following Self-Managed Super Fund (SMSF);

**GODFREY FAMILY SUPER FUND (the Fund)**

**Trustee(s): John Godfrey, Maureen Godfrey**

We have been advised the Fund is a complying Self-Managed Super Fund. This certificate is for the year ended 30/06/2023

## Results and Segregation

The Exempt Current Pension Income (ECPI) proportion we have calculated for the unsegregated periods set out below is;

**96.522%**

This certificate relies on the information that we have been provided. If any of the information is incorrect or materially changes, please request an amendment.

There were no actively segregated assets during the year of income.

Where the Fund has Disregarded Small Fund Assets (DSFA) the tax-exempt percentage of income must be calculated using the proportionate or unsegregated method. From the 2021/22 income year, where the Fund does not have DSFA and for a portion of the year, 100% of the SMSF's liabilities are Retirement Phase, the Trustees may choose to use the proportionate method for the full year, or the default segregated method.

This certificate is prepared on the basis that the Fund is not eligible to use the Segregated Method in the current income year. The tax-exempt percentage applies to earnings for the entire income year.

## Liabilities

I am advised the unsegregated net assets at 30/06/2023, prior to application of the above ECPI, which are also equal to liabilities of the Fund, were;

*Current Pension Liabilities: \$3,290,738*

*Superannuation Liabilities: \$3,317,208*

These figures are from draft financial statements. Please note that there is no need to request a revised ECPI if these balances change due to tax or investment income as these do not impact the ECPI calculation.

I certify that I am satisfied that the value of the stated liabilities of the Fund at 30/06/2023 is also the amount of the Fund's assets on this date. These assets plus any future contributions plus expected future earnings will provide the amount required to discharge the liabilities as they fall due.

### Exempt Current Pension Income (ECPI)

Subsection 295.390(1) of the Act states "that a proportion of ordinary income and statutory income of a complying superannuation fund that would otherwise be assessable income is exempt from income tax."

To assist the trustee with calculating this proportion for the year of income ending 30/06/2023 set out below is a proportion that is calculated consistently with the Act.

*Average Value of Current Pension Liabilities: \$2,998,067*

*Average Value of Superannuation Liabilities: \$3,106,100*

*ECPI Proportion: 96.522%*

The ECPI proportion should be applied to the Fund's assessable income (excluding any non-arm's length income, contributions and any income derived from segregated assets) to determine how much income is exempt from tax.

Please Note: The average values are time weighted average balances over the financial year and exclude net investment earnings and expenses. These average values are appropriate to calculate the proportion on the assumption that the Trustee will allocate the relevant unsegregated assessable income in proportion to member's unsegregated account balances at a fixed crediting rate throughout the unsegregated period.

### Data Summary

The data on which the above certification and calculation is based has been provided by Act2 Solutions. I have been provided with details of contributions, benefits payments and transfers for each member throughout the year. A summary of this data for the Fund is set out below

	<u>Contributions</u>	<u>Benefit Payments</u>	<u>Transfers</u>
<b>Fund Transactions</b>	<b>\$2,893</b>	<b>(\$74,000)</b>	<b>\$0</b>

The net assets at 01/07/2022 were \$3,111,137. The member balances as at 30/06/2023 provided and prior to application of the above ECPI proportion were;

	<u>Retirement Phase</u>	<u>Total Balance</u>
<b>Total Fund Balance</b>	<b>\$3,290,738</b>	<b>\$3,317,208</b>
John Godfrey	\$1,918,767	\$1,918,767
Maureen Godfrey	\$1,371,971	\$1,398,441

## Assumptions and Notes

I have been advised that the relevant pension liabilities meet the requirements to be considered a retirement phase superannuation income stream. This advice has been relied upon in preparing this certificate.

During the income year, some or all of the assets of the Fund were Disregarded Small Fund Assets as defined in section 295-387 of the Act. Consequently, the Fund is ineligible to use the Segregated Method to claim ECPI.

I have been advised that the values at 01/07/2022 are from audited financial statements and that the values for the financial year are from unaudited draft financial statements. If there are material changes after the certificate was issued an amendment should be requested.

As the fund only contained account-based pensions and member accounts in accumulation phase, the liabilities have been taken to be the balances of the relevant accounts and reserves (if any). We have been advised there are no unusual terms or guarantees in the SMSF however should this be incorrect please contact Act2 Solutions as this certificate may need to be revised.

For the calculation of the exempt proportion, we have relied on data provided that included the Fund's balances in accumulation phase, the Fund's balances in retirement phase, transactions within, to and from the Fund during the year.

The Fund contained only member accounts in accumulation phase and account-based pensions. Therefore, no assumptions about future inflation, future contributions, investment returns, or discount rates have been required to calculate the tax-exempt percentage.

The preparation of this actuarial certificate and the determination of the liability values are in accordance with Professional Standard 406 of the Institute of Actuaries of Australia.

Yours sincerely,



James Fitzpatrick  
Fellow of the Institute of Actuaries of Australia

9th of November 2023

**Godfrey Family Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mr John Godfrey**

**Date of Birth:** 16 May 1957  
**Age:** 66 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

<b>Prior Year Contributions</b>		<b>Non-Concessional</b>	
The 'Bring Forward Rule' was NOT triggered in the previous 2 years			
3-year cap in effect from previous years			\$N/A
Total non-concessional contributions in previous 2 years			\$N/A
<b>Current Year Contributions</b>		<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1	\$27,500.00	\$0.00
Cumulative Available Unused Cap	2	\$0.00	\$0.00
Contributions made (to this fund)	3	\$0.00	\$0.00
Contributions made (to other funds)		\$75.00	\$0.00
Contributions as allocated		\$75.00	\$0.00
Amount above caps	4	\$0.00	\$0.00
Available		\$27,425.00	\$0.00

**Notes**

- 1 . Total Superannuation Balance was \$1.7 million or more at 30 June 2022, member not eligible to make Non-Concessional Contributions
- 2 . Total Superannuation Balance was \$500,000 or more at 30 June 2022, member not 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	\$0.00
	Personal	\$0.00
	Family and friends	\$0.00
	Foreign superannuation fund	\$0.00
	Transfers from reserve	\$0.00
	<b>Contributions as allocated</b>	
<b>NonConcessional</b>	Personal	\$0.00
	Spouse	\$0.00
	Child	\$0.00
	Transfers from reserve	\$0.00
	Foreign superannuation fund	\$0.00
<b>Contributions as allocated</b>		<b>\$0.00</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>	

**Godfrey Family Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mrs Maureen Godfrey**

**Date of Birth:** 09 Jun 1958  
**Age:** 65 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

<b>Prior Year Contributions</b>		<b>Non-Concessional</b>	
The 'Bring Forward Rule' was NOT triggered in the previous 2 years			
3-year cap in effect from previous years			\$N/A
Total non-concessional contributions in previous 2 years			\$N/A
<b>Current Year Contributions</b>		<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1,2	\$27,500.00	\$110,000.00
Cumulative Available Unused Cap	3	\$0.00	\$0.00
Contributions made (to this fund)	4	\$3,403.40	\$0.00
Contributions made (to other funds)		\$24,096.60	\$0.00
Contributions as allocated		\$27,500.00	\$0.00
Amount above caps	5	\$0.00	\$0.00
Available		\$0.00	\$110,000.00

**Notes**

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

**Contributions Breakdown**

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
<b>Concessional</b>	Employer	\$0.00
	Personal	\$3,403.40
	Family and friends	\$0.00
	Foreign superannuation fund	\$0.00
	Transfers from reserve	\$0.00
	<b>Contributions as allocated</b>	<b>\$3,403.40</b>
<b>NonConcessional</b>	Personal	\$0.00
	Spouse	\$0.00
	Child	\$0.00
	Transfers from reserve	\$0.00
	Foreign superannuation fund	\$0.00
	<b>Contributions as allocated</b>	<b>\$0.00</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>
27/06/2023	Personal	\$3,403.40			manual
<b>Totals:</b>		<b>\$3,403.40</b>			

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
For the period from 1 July 2022 to 30 June 2023

Quantity /Description	Accounting Treatment				Taxation Treatment						
	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation				
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred	Capital Loss
<b><u>Listed Derivatives Market</u></b>											
<b>Australia And New Zealand Banking Group Limited - Rights-Appsclose 15Aug2022 Us Prohibited (ASX:ANZR)</b>											
05/08/2022	Sale	521.00	1,961.39	0.00	1,961.39						0.00
23/12/2013	Purchase	22.00	82.82	0.00	82.82						0.00
01/10/2014	Purchase	57.00	214.58	0.00	214.58						0.00
11/11/2014	Purchase	38.00	143.06	0.00	143.06						0.00
07/06/2017	Purchase	53.00	199.53	0.00	199.53						0.00
09/06/2017	Purchase	51.00	192.00	0.00	192.00						0.00
30/06/2017	Purchase	126.00	474.35	0.00	474.35						0.00
07/05/2018	Purchase	37.00	139.29	0.00	139.29						0.00
25/07/2019	Purchase	60.00	225.88	0.00	225.88						0.00
26/03/2020	Purchase	77.00	289.88	0.00	289.88						0.00
		<b>521.00</b>	1,961.39	0.00	<b>1,961.39</b>						0.00
<b>Listed Derivatives Market Total</b>			1,961.39	0.00	1,961.39						0.00
<b><u>Listed Securities Market</u></b>											
<b>AGL Energy Limited. (ASX:AGL)</b>											
23/09/2022	Sale	4,160.00	29,391.78	103,227.40	(73,835.62)						0.00
13/06/2017	Purchase	460.00	3,250.05	11,651.70	(8,401.65)						0.00
30/06/2017	Purchase	1,980.00	13,989.36	50,490.00	(36,500.64)						0.00
24/08/2017	Purchase	300.00	2,119.60	7,062.50	(4,942.90)						0.00
11/12/2017	Purchase	730.00	5,157.69	18,636.88	(13,479.19)						0.00
07/02/2018	Purchase	340.00	2,402.21	7,952.90	(5,550.69)						0.00
11/04/2018	Purchase	350.00	2,472.87	7,433.42	(4,960.55)						0.00
		4,160.00	29,391.78	103,227.40	(73,835.62)						0.00

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
For the period from 1 July 2022 to 30 June 2023

Quantity /Description	Accounting Treatment				Taxation Treatment					
	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation			
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred
<b><u>Listed Securities Market</u></b>										
<b>ANZ Group Holdings Limited (ASX:ANZ)</b>										
23/09/2022	Sale	3,310.00	78,792.16	100,607.87	(21,815.71)					0.00
23/12/2013	Purchase	330.00	7,855.41	10,135.92	(2,280.51)					0.00
01/10/2014	Purchase	850.00	20,233.64	26,448.58	(6,214.94)					0.00
11/11/2014	Purchase	573.00	13,639.85	19,306.33	(5,666.48)					0.00
30/06/2017	Purchase	1,557.00	37,063.26	44,717.04	(7,653.78)					0.00
		3,310.00	78,792.16	100,607.87	(21,815.71)					0.00
<b>Betashares Global Cybersecurity ETF - Betashares Global Cybersecurity ETF (ASX:HACK)</b>										
26/05/2023	Sale	1,020.00	8,850.60	10,003.10	(1,152.50)					0.00
02/04/2022	Purchase	1,020.00	8,850.60	10,003.10	(1,152.50)					0.00
		1,020.00	8,850.60	10,003.10	(1,152.50)					0.00
<b>Betashares S&amp;P 500 Yield Maximiser Fund (Managed Fund) - Betashares S&amp;P 500 Yield Maximiser (Managed Fund) (ASX:UMAX)</b>										
03/10/2022	Dist	0.00	0.00	0.00						0.00
03/10/2022	Dist	0.00	0.00	0.00						0.00
03/01/2023	Dist	0.00	0.00	0.00						0.00
03/01/2023	Dist	0.00	0.00	0.00						0.00
03/04/2023	Dist	0.00	0.00	0.00						0.00
03/04/2023	Dist	0.00	0.00	0.00						0.00
05/05/2023	Sale	460.00	9,343.20	9,986.50	(643.30)					0.00
08/02/2022	Purchase	460.00	9,343.20	9,986.50	(643.30)					0.00
		460.00	9,343.20	9,986.50	(643.30)					0.00

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
For the period from 1 July 2022 to 30 June 2023

Quantity /Description	Accounting Treatment				Taxation Treatment						
	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation				
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred	Capital Loss
<b><u>Listed Securities Market</u></b>											
<b>BHP Group Limited (ASX:BHP)</b>											
23/09/2022	Sale	1,940.00	74,582.54	65,989.81	8,592.73						0.00
22/11/2012	Purchase	520.00	19,991.20	16,274.97	3,716.23						0.00
22/11/2018	Purchase	483.00	18,568.74	15,770.77	2,797.97						0.00
20/12/2018	Purchase	187.00	7,189.14	6,301.99	887.15						0.00
12/08/2019	Purchase	180.00	6,920.03	6,701.81	218.22						0.00
27/02/2020	Purchase	390.00	14,993.40	14,202.05	791.35						0.00
30/09/2021	Purchase	180.00	6,920.03	6,738.22	181.81						0.00
05/06/2023	Sale	1,030.00	43,324.09	38,557.58	4,766.51						0.00
30/09/2021	Purchase	1,030.00	43,324.09	38,557.58	4,766.51						0.00
		2,970.00	117,906.63	104,547.39	13,359.24						0.00
<b>Brambles Limited (ASX:BXB)</b>											
05/05/2023	Sale	5,680.00	79,814.39	60,940.38	18,874.01						0.00
07/08/2020	Purchase	4,000.00	56,207.32	43,248.42	12,958.90						0.00
08/10/2021	Purchase	1,680.00	23,607.07	17,691.96	5,915.11						0.00
		5,680.00	79,814.39	60,940.38	18,874.01						0.00
<b>Charter Hall Long Wale REIT - Fully Paid Units Stapled Securities (ASX:CLW)</b>											
30/06/2023	Dist	0.00	0.00	0.00							0.00
30/06/2023	Dist	0.00	0.00	0.00							0.00
30/06/2023	Dist	0.00	0.00	0.00							0.00
30/06/2023	Dist	0.00	0.00	0.00							0.00
30/06/2023	Dist	0.00	0.00	0.00							0.00
30/06/2023	Dist	0.00	0.00	0.00							0.00
30/06/2023	Dist	0.00	0.00	0.00							0.00
		0.00	0.00	0.00							0.00

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
For the period from 1 July 2022 to 30 June 2023

Quantity /Description	Accounting Treatment				Taxation Treatment					
	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation			
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred
<b><u>Listed Securities Market</u></b>										
<b>Commonwealth Bank Of Australia. (ASX:CBA)</b>										
23/09/2022	Sale	530.00	51,010.61	43,889.30	7,121.31					0.00
30/06/2017	Purchase	530.00	51,010.61	43,889.30	7,121.31					0.00
23/05/2023	Sale	210.00	20,925.28	17,390.10	3,535.18					0.00
30/06/2017	Purchase	210.00	20,925.28	17,390.10	3,535.18					0.00
		740.00	71,935.89	61,279.40	10,656.49					0.00
<b>Dexus - Fully Paid Units Stapled Securities (ASX:DXS)</b>										
30/06/2023	Dist	0.00	0.00	0.00						0.00
30/06/2023	Dist	0.00	0.00	0.00						0.00
30/06/2023	Dist	0.00	0.00	0.00						0.00
30/06/2023	Dist	0.00	0.00	0.00						0.00
		0.00	0.00	0.00						0.00
<b>National Australia Bank Limited (ASX:NAB)</b>										
23/09/2022	Sale	2,280.00	68,742.20	74,102.61	(5,360.41)					0.00
29/08/2014	Purchase	250.00	7,537.52	8,385.23	(847.71)					0.00
01/10/2014	Purchase	1,200.00	36,180.11	38,219.74	(2,039.63)					0.00
11/11/2014	Purchase	800.00	24,120.07	26,588.48	(2,468.41)					0.00
06/06/2017	Purchase	30.00	904.50	909.16	(4.66)					0.00
		2,280.00	68,742.20	74,102.61	(5,360.41)					0.00
<b>National Storage REIT - Fully Paid Ordinary/Units Stapled Securities (ASX:NSR) - all parcel cleared</b>										
23/09/2022	Sale	39,550.00	94,857.99	60,954.33	33,903.66					0.00
20/06/2017	Purchase	10,187.00	24,432.83	15,189.51	9,243.32					0.00
20/09/2017	Purchase	15,900.00	38,135.07	24,428.65	13,706.42					0.00
25/01/2018	Purchase	8,363.00	20,058.09	12,500.00	7,558.09					0.00
25/07/2019	Purchase	5,100.00	12,232.00	8,836.17	3,395.83					0.00
		39,550.00	94,857.99	60,954.33	33,903.66					0.00

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
For the period from 1 July 2022 to 30 June 2023

Quantity /Description	Accounting Treatment				Taxation Treatment					
	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation			
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred
<b><u>Listed Securities Market</u></b>										
<b>Rio Tinto Limited (ASX:RIO)</b>										
23/09/2022	Sale	540.00	50,505.25	48,892.67	1,612.58					0.00
20/11/2018	Purchase	190.00	17,770.37	15,095.28	2,675.09					0.00
25/10/2021	Purchase	350.00	32,734.88	33,797.39	(1,062.51)					0.00
		540.00	50,505.25	48,892.67	1,612.58					0.00
<b>Suncorp Group Limited (ASX:SUN)</b>										
11/05/2023	Sale	3,130.00	39,256.48	45,382.03	(6,125.55)					0.00
07/06/2017	Purchase	1,597.00	20,029.58	22,596.94	(2,567.36)					0.00
30/06/2017	Purchase	1,533.00	19,226.90	22,785.09	(3,558.19)					0.00
		3,130.00	39,256.48	45,382.03	(6,125.55)					0.00
<b>Transurban Group - Fully Paid Ordinary/Units Stapled Securities (ASX:TCL)</b>										
20/07/2022	Sale	2,204.00	31,524.15	28,478.35	3,045.80					0.00
26/03/2021	Purchase	1,250.00	17,878.94	16,076.35	1,802.59					0.00
08/10/2021	Purchase	954.00	13,645.21	12,402.00	1,243.21					0.00
29/12/2022	Dist	0.00	0.00	0.00						0.00
29/12/2022	Dist	0.00	0.00	0.00						0.00
29/06/2023	Dist	0.00	0.00	0.00						0.00
29/06/2023	Dist	0.00	0.00	0.00						0.00
		2,204.00	31,524.15	28,478.35	3,045.80					0.00
<b>Wesfarmers Limited (ASX:WES)</b>										
08/05/2023	Sale	550.00	28,355.95	15,970.44	12,385.51					0.00
17/04/2015	Purchase	330.00	17,013.57	9,751.34	7,262.23					0.00
05/06/2015	Purchase	220.00	11,342.38	6,219.10	5,123.28					0.00
		550.00	28,355.95	15,970.44	12,385.51					0.00

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
For the period from 1 July 2022 to 30 June 2023

Quantity /Description	Accounting Treatment				Taxation Treatment						
	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation				
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred	Capital Loss
<b><u>Listed Securities Market</u></b>											
<b>Westpac Banking Corporation (ASX:WBC)</b>											
23/09/2022	Sale	3,030.00	66,252.64	102,639.34	(36,386.70)						0.00
27/11/2013	Purchase	549.00	12,004.19	17,897.80	(5,893.61)						0.00
28/10/2014	Purchase	1,281.00	28,009.78	43,519.51	(15,509.73)						0.00
11/05/2015	Purchase	1,200.00	26,238.67	41,222.03	(14,983.36)						0.00
		3,030.00	66,252.64	102,639.34	(36,386.70)						0.00
<b>Woodside Energy Group Ltd (ASX:WDS)</b>											
25/07/2022	Sale	892.00	27,620.20	29,654.54	(2,034.34)						0.00
22/11/2012	Purchase	102.00	3,158.36	3,421.08	(262.72)						0.00
06/11/2019	Purchase	790.00	24,461.84	26,233.46	(1,771.62)						0.00
23/09/2022	Sale	1,680.00	55,302.68	55,237.19	65.49						0.00
22/11/2012	Purchase	888.00	29,231.42	29,783.52	(552.10)						0.00
09/06/2017	Purchase	172.00	5,661.94	5,449.96	211.98						0.00
23/08/2019	Purchase	620.00	20,409.32	20,003.71	405.61						0.00
		2,572.00	82,922.88	84,891.73	(1,968.85)						0.00
<b>Woolworths Group Limited (ASX:WOW)</b>											
08/05/2023	Sale	650.00	25,196.86	15,882.02	9,314.84						0.00
22/11/2012	Purchase	650.00	25,196.86	15,882.02	9,314.84						0.00
		650.00	25,196.86	15,882.02	9,314.84						0.00
<b>Listed Securities Market Total</b>											
		883,649.05		927,785.56	(44,136.51)						0.00

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
**For the period from 1 July 2022 to 30 June 2023**

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<b>Grand Total</b>	<b>885,610.44</b>	<b>927,785.56</b>	<b>(42,175.12)</b>	<b>0.00</b>
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\* Where there is an Excess Tax Value Amount, the Accounting Profit/(Loss) figure takes account of this. Accounting Profit/(Loss) equals Proceeds less Excess Tax Value less Original Cost.

**Godfrey Family Super Fund**  
**Realised Capital Gains**  
**For the period from 1 July 2022 to 30 June 2023**

**Capital Gains Tax Return Summary**

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

## Realised CGT

From 1 July 2022 Through 30 June 2023

Account Name: Godfrey Family Super Fund  
 Account Code: GOD0814  
 Adviser: Westwood Group (WWG)

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>AGL Energy Limited. - Ordinary Fully Paid</b>													
20 Sep 2022	08 Jun 2017	08 Jun 2017	460	11,651.70	3,250.0500		11,651.70	11,651.70					8,401.65
20 Sep 2022	30 Jun 2017	30 Jun 2017	1,980	50,490.00	13,989.3600		50,490.00	50,490.00					36,500.64
20 Sep 2022	22 Aug 2017	22 Aug 2017	300	7,062.50	2,119.6000		7,062.50	7,062.50					4,942.90
20 Sep 2022	07 Dec 2017	07 Dec 2017	730	18,636.88	5,157.6900		18,636.88	18,636.88					13,479.19
20 Sep 2022	05 Feb 2018	05 Feb 2018	340	7,952.90	2,402.2100		7,952.90	7,952.90					5,550.69
20 Sep 2022	09 Apr 2018	09 Apr 2018	350	7,433.42	2,472.8700		7,433.42	7,433.42					4,960.55
<b>Total for Product:</b>			<b>4,160</b>	<b>103,227.40</b>	<b>29,391.78</b>		<b>103,227.40</b>	<b>103,227.40</b>					<b>73,835.62</b>
<b>ANZ Group Holdings - Ordinary Fully Paid</b>													
20 Sep 2022	18 Dec 2013	18 Dec 2013	330	10,135.92	7,855.4100		10,135.92	10,135.92					2,280.51
20 Sep 2022	26 Sep 2014	26 Sep 2014	850	26,448.58	20,233.6400		26,448.58	26,448.58					6,214.94
20 Sep 2022	06 Nov 2014	06 Nov 2014	573	19,306.33	13,639.8500		19,306.33	19,306.33					5,666.48
20 Sep 2022	30 Jun 2017	30 Jun 2017	1,557	44,717.04	37,063.2600		44,717.04	44,717.04					7,653.78
<b>Total for Product:</b>			<b>3,310</b>	<b>100,607.87</b>	<b>78,792.16</b>		<b>100,607.87</b>	<b>100,607.87</b>					<b>21,815.71</b>
<b>ANZ Group Holdings - Rights-Appsclose 15Aug2022 Us Prohibited</b>													
03 Aug 2022	21 Jul 2022	21 Jul 2022	521		1,961.3900	1,961.3900						1,961.39	
<b>Total for Product:</b>			<b>521</b>		<b>1,961.39</b>	<b>1,961.39</b>						<b>1,961.39</b>	
<b>Beta Global Cyber - BetaShares Global Cybersecurity ETF</b>													
24 May 2023	04 Feb 2022	04 Feb 2022	1,020	10,003.10	8,850.6000		10,697.47	10,697.47					1,846.87
<b>Total for Product:</b>			<b>1,020</b>	<b>10,003.10</b>	<b>8,850.60</b>		<b>10,697.47</b>	<b>10,697.47</b>					<b>1,846.87</b>
<b>BETA S&amp;P500 YIELDMAX - BetaShares S&amp;P 500 Yield Maximiser (Managed Fund)</b>													
03 May 2023	04 Feb 2022	04 Feb 2022	460	9,986.50	9,343.2000		9,657.82	9,657.82					314.62

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Realised CGT

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>Total for Product:</b>			<b>460</b>	<b>9,986.50</b>	<b>9,343.20</b>		<b>9,657.82</b>	<b>9,657.82</b>					<b>314.62</b>
<b>BHP Group Limited - Ordinary Fully Paid</b>													
20 Sep 2022	27 Nov 2012	18 May 2015	520	16,274.96	19,991.2000	3,716.2300	16,274.96	16,274.96		2,477.4900		2,477.49	
20 Sep 2022	20 Nov 2018	20 Nov 2018	483	15,770.77	18,568.7500	2,797.9800	15,770.77	15,770.77		1,865.3200		1,865.32	
20 Sep 2022	18 Dec 2018	18 Dec 2018	187	6,301.99	7,189.1400	887.1500	6,301.99	6,301.99		591.4300		591.43	
20 Sep 2022	08 Aug 2019	08 Aug 2019	180	6,701.81	6,920.0300	218.2200	6,701.81	6,701.81		145.4800		145.48	
20 Sep 2022	25 Feb 2020	25 Feb 2020	390	14,202.05	14,993.4000	791.3500	14,202.05	14,202.05		527.5600		527.56	
20 Sep 2022	30 Sep 2021	30 Sep 2021	180	6,738.22	6,920.0300	181.8100	6,738.22	6,738.22				181.81	
01 Jun 2023	30 Sep 2021	30 Sep 2021	1,030	38,557.58	43,324.0900	4,766.5100	38,557.58	38,557.58		3,177.6700		3,177.67	
<b>Total for Product:</b>			<b>2,970</b>	<b>104,547.38</b>	<b>117,906.63</b>	<b>13,359.25</b>	<b>104,547.38</b>	<b>104,547.38</b>		<b>8,784.9500</b>		<b>8,966.76</b>	
<b>Brambles Limited - Ordinary Fully Paid</b>													
03 May 2023	07 Aug 2020	07 Aug 2020	4,000	43,248.42	56,207.3200	12,958.9000	43,248.42	43,248.42		8,639.2600		8,639.26	
03 May 2023	08 Oct 2021	08 Oct 2021	1,680	17,691.96	23,607.0700	5,915.1100	17,691.96	17,691.96		3,943.4000		3,943.40	
<b>Total for Product:</b>			<b>5,680</b>	<b>60,940.38</b>	<b>79,814.39</b>	<b>18,874.01</b>	<b>60,940.38</b>	<b>60,940.38</b>		<b>12,582.6600</b>		<b>12,582.66</b>	
<b>Commonwealth Bank. - Ordinary Fully Paid</b>													
20 Sep 2022	30 Jun 2017	30 Jun 2017	530	43,889.30	51,010.6100	7,121.3100	43,889.30	43,889.30		4,747.5400		4,747.54	
19 May 2023	30 Jun 2017	30 Jun 2017	210	17,390.10	20,925.2800	3,535.1800	17,390.10	17,390.10		2,356.7800		2,356.78	
<b>Total for Product:</b>			<b>740</b>	<b>61,279.40</b>	<b>71,935.89</b>	<b>10,656.49</b>	<b>61,279.40</b>	<b>61,279.40</b>		<b>7,104.3200</b>		<b>7,104.32</b>	
<b>National Aust. Bank - Ordinary Fully Paid</b>													
20 Sep 2022	26 Aug 2014	08 Feb 2016	250	8,385.23	7,537.5200		8,385.23	8,385.23					847.70
20 Sep 2022	26 Sep 2014	08 Feb 2016	1,200	38,219.74	36,180.1100		38,219.74	38,219.74					2,039.63
20 Sep 2022	06 Nov 2014	08 Feb 2016	800	26,588.48	24,120.0700		26,588.48	26,588.48					2,468.41
20 Sep 2022	02 Jun 2017	02 Jun 2017	30	909.16	904.5000		909.16	909.16					4.66
<b>Total for Product:</b>			<b>2,280</b>	<b>74,102.60</b>	<b>68,742.20</b>		<b>74,102.60</b>	<b>74,102.60</b>					<b>5,360.40</b>
<b>National Storage - Fully Paid Ordinary/Units Stapled Securities</b>													
20 Sep 2022	16 Jun 2017	16 Jun 2017	20,100	29,970.47	48,208.4900	24,597.4200	23,611.06	23,611.06		16,398.2700		16,398.27	
20 Sep 2022	18 Sep 2017	18 Sep 2017	5,987	9,198.39	14,359.4100	6,937.9600	7,421.46	7,421.46		4,625.3000		4,625.30	
20 Sep 2022	25 Jan 2018	25 Jan 2018	8,363	12,500.00	20,058.0900	9,803.8900	10,254.20	10,254.20		6,535.9200		6,535.92	
20 Sep 2022	23 Jul 2019	23 Jul 2019	5,100	8,836.17	12,232.0000	4,312.9500	7,919.06	7,919.06		2,875.2900		2,875.29	

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Realised CGT

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>Total for Product:</b>			<b>39,550</b>	<b>60,505.03</b>	<b>94,857.99</b>	<b>45,652.21</b>	<b>49,205.78</b>	<b>49,205.78</b>		<b>30,434.7800</b>		<b>30,434.78</b>	
<b>Rio Tinto Limited - Ordinary Fully Paid</b>													
20 Sep 2022	16 Nov 2018	16 Nov 2018	190	15,095.28	17,770.3700	2,675.0900	15,095.28	15,095.28		1,783.3900		1,783.39	
20 Sep 2022	25 Oct 2021	25 Oct 2021	350	33,797.39	32,734.8800		33,797.39	33,797.39					1,062.51
<b>Total for Product:</b>			<b>540</b>	<b>48,892.67</b>	<b>50,505.25</b>	<b>2,675.09</b>	<b>48,892.67</b>	<b>48,892.67</b>		<b>1,783.3900</b>		<b>1,783.39</b>	<b>1,062.51</b>
<b>Suncorp Group Ltd - Ordinary Fully Paid</b>													
09 May 2023	05 Jun 2017	01 Oct 2019	1,597	23,226.61	20,029.5800		22,585.24	22,585.24					2,555.65
09 May 2023	30 Jun 2017	01 Oct 2019	1,533	23,400.78	19,226.9000		22,784.97	22,784.97					3,558.07
<b>Total for Product:</b>			<b>3,130</b>	<b>46,627.39</b>	<b>39,256.48</b>		<b>45,370.21</b>	<b>45,370.21</b>					<b>6,113.72</b>
<b>Transurban Group - Fully Paid Ordinary/Units Stapled Securities</b>													
18 Jul 2022	24 Mar 2021	24 Mar 2021	1,250	16,076.35	17,878.9400	2,042.7400	15,836.20	15,745.27		1,361.8300		1,361.83	
18 Jul 2022	23 Sep 2021	18 Oct 2021	954	12,402.00	13,645.2100	1,426.4900	12,218.72	12,218.72				1,426.49	
<b>Total for Product:</b>			<b>2,204</b>	<b>28,478.35</b>	<b>31,524.15</b>	<b>3,469.23</b>	<b>28,054.92</b>	<b>27,963.99</b>		<b>1,361.8300</b>		<b>2,788.32</b>	
<b>Wesfarmers Limited - Ordinary Fully Paid</b>													
04 May 2023	14 Apr 2015	21 Nov 2018	330	10,284.64	17,013.5700	7,388.9300	9,624.64	9,624.64		4,925.9500		4,925.95	
04 May 2023	02 Jun 2015	21 Nov 2018	220	6,656.10	11,342.3800	5,126.2800	6,216.10	6,216.10		3,417.5100		3,417.51	
<b>Total for Product:</b>			<b>550</b>	<b>16,940.74</b>	<b>28,355.95</b>	<b>12,515.21</b>	<b>15,840.74</b>	<b>15,840.74</b>		<b>8,343.4700</b>		<b>8,343.47</b>	
<b>Westpac Banking Corp - Ordinary Fully Paid</b>													
20 Sep 2022	22 Nov 2013	22 Nov 2013	549	17,897.80	12,004.1900		17,897.80	17,897.80					5,893.61
20 Sep 2022	23 Oct 2014	23 Oct 2014	1,281	43,519.51	28,009.7800		43,519.51	43,519.51					15,509.73
20 Sep 2022	06 May 2015	06 May 2015	1,200	41,222.03	26,238.6700		41,222.03	41,222.03					14,983.36
<b>Total for Product:</b>			<b>3,030</b>	<b>102,639.34</b>	<b>66,252.64</b>		<b>102,639.34</b>	<b>102,639.34</b>					<b>36,386.70</b>
<b>Woodside Energy - Ordinary Fully Paid</b>													
21 Jul 2022	27 Nov 2012	27 Nov 2012	102	3,421.08	3,158.3600		3,421.08	3,421.08					262.72
20 Sep 2022	27 Nov 2012	27 Nov 2012	888	29,783.52	29,231.4200		29,783.52	29,783.52					552.10
20 Sep 2022	07 Jun 2017	07 Jun 2017	172	5,449.96	5,661.9400	211.9800	5,449.96	5,449.96		141.3200		141.32	
20 Sep 2022	23 Aug 2019	23 Aug 2019	620	20,003.71	20,409.3200	405.6100	20,003.71	20,003.71		270.4100		270.41	
21 Jul 2022	06 Nov 2019	06 Nov 2019	790	26,233.46	24,461.8400		26,233.46	26,233.46					1,771.62

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Realised CGT

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>Total for Product:</b>			<b>2,572</b>	<b>84,891.73</b>	<b>82,922.88</b>	<b>617.59</b>	<b>84,891.73</b>	<b>84,891.73</b>		<b>411.7300</b>		<b>411.73</b>	<b>2,586.44</b>
<b>Woolworths Group Ltd - Ordinary Fully Paid</b>													
04 May 2023	27 Nov 2012	24 Jun 2021	650	15,962.77	25,196.8600	9,234.0900	15,962.77	15,962.77		6,156.0500		6,156.05	
<b>Total for Product:</b>			<b>650</b>	<b>15,962.77</b>	<b>25,196.86</b>	<b>9,234.09</b>	<b>15,962.77</b>	<b>15,962.77</b>		<b>6,156.0500</b>		<b>6,156.05</b>	
<b>Grand Total:</b>			<b>73,367</b>	<b>929,632.65</b>	<b>885,610.44</b>	<b>119,014.56</b>	<b>915,918.48</b>	<b>915,827.55</b>		<b>76,963.1700</b>		<b>80,532.86</b>	<b>149,322.59</b>

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

**Godfrey Family Super Fund**  
**Distribution Reconciliation Report**  
For the period 1 July 2022 to 30 June 2023

Australian Income				Other Non-Assessable Amounts				Foreign Income			Capital Gains				AMIT	Gross Distribution	
Net Distribution	NPP Income	Franking Credits	Withholding Tax	Tax Exempt	Tax Free	Tax Deferred	Capital Returns	Assesable Amounts	Foreign Tax Credits	Discounted Capital Gains	CGT Concession Amount	Indexed Capital Gains	Other Capital Gains	Net Cost Base Increase/ (Decrease)	Accounting	Tax	
<b>Listed Securities Market</b>																	
<b>Charter Hall Long Wale REIT - Fully Paid Units Stapled Securities (ASX:CLW)</b>																	
6,515.60	1,674.60	0.00	0.00	3,628.28	0.00	0.00	0.00	0.00	0.00	606.36	606.36	0.00	0.00	(3,628.28)	6,515.60	1,674.60	
<b>Dexus - Fully Paid Units Stapled Securities (ASX:DXS)</b>																	
2,587.02	1,427.15	0.00	0.00	(1,395.53)	0.00	0.00	0.00	0.00	0.00	1,277.70	1,277.70	0.00	0.00	1,395.53	2,587.02	1,427.15	
<b>Transurban Group - Fully Paid Ordinary/Units Stapled Securities (ASX:TCL)</b>																	
4,178.10	1,919.94	3.75	0.00	2,246.24	0.00	0.00	0.00	0.00	0.00	5.96	5.96	0.00	0.00	(2,246.24)	4,178.10	1,923.69	
<b>Betashares S&amp;P 500 Yield Maximiser Fund (Managed Fund) - Betashares S&amp;P 500 Yield Maximiser (Managed Fund) (ASX:UMAX)</b>																	
498.07	0.00	0.00	0.00	257.93	0.00	0.00	0.00	0.00	0.00	120.07	120.07	0.00	0.00	(257.93)	498.07	0.00	
13,778.79	5,021.69	3.75	0.00	4,736.92	0.00	0.00	0.00	0.00	0.00	2,010.09	2,010.09	0.00	0.00	(4,736.92)	13,778.79	5,025.44	
13,778.79	5,021.69	3.75	0.00	4,736.92	0.00	0.00	0.00	0.00	0.00	2,010.09	2,010.09	0.00	0.00	(4,736.92)	13,778.79	5,025.44	

**Reconciliation**

Australian Income			Other Non-Assessable Amounts			Foreign Income		Capital Gains				Gross Distribution	
NPP Income	Franking Credits	Tax Exempt	Tax Free	Tax Deferred	Assesable Amounts	Foreign Tax Credits	Disc. Capital Gains	CGT Concession Amount	Indexed Capital Gains	Other Capital Gains	Accounting	Tax	
Gross Accounting Distribution	5,021.69	-	4,736.92	-	-	-	2,010.09	2,010.09	-	-	13,778.79	-	
Gross Tax Distribution	5,021.69	3.75	-	-	-	-	-	-	-	-	-	5,025.44	
Net Foreign Income	-	-	-	-	-	-	-	-	-	-	-	-	
Net Distributed Capital Gain	-	-	-	-	-	-	4,020.18	N/A	-	-	-	4,020.18	

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 Link Market Services Limited  
 Locked Bag A14, Sydney South, NSW 1235  
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 (outside Australia): +61 1300 303 063  
 ASX Code: CLW  
 Email: charterhall@linkmarketservices.com.au  
 Website: www.linkmarketservices.com.au

**Charter Hall WALE Limited**  
 ABN 20 610 772 202  
 ACN 610 772 202  
 AFSL 486721

As responsible entity of the Charter Hall Long WALE REIT ("CLW")

## Part A: Your details



037 013063

MR JOHN PETER GODFREY &  
 MRS MAUREEN THERESE GODFREY  
 <GODFREY FAMILY SF A/C>  
 C/- WHITEHAVEN PRIVATE PORTFOL  
 PO BOX 259  
 FORTITUDE VALLEY QLD 4006

**Date:** 8 September 2023  
**Reference No.:** X\*\*\*\*\*0844

## Attribution Managed Investment Trust Member Annual Statement for the year ended 30 June 2023

The below relates to the distributions for the stapled securities issued by Charter Hall Direct Industrial Fund Trust (DIF). There was no distributable income paid from LWR Finance Trust during the 2022-2023 Tax year.

### Part B: Summary of 2023 tax return (supplementary section) items for a resident individual

Non-Australian residents should seek independent Australian tax advice.

Item	Amount	Tax return label
Share of net income from trusts, less net capital gains, foreign income and franked distributions - primary production income	\$119.72	13L
Share of net income from trusts, less net capital gains, foreign income and franked distributions - non-primary production income	\$1,554.88	13U
Franked distribution from trusts	\$0.00	13C
Other deductions relating to non-primary production income	\$0.00	13Y
Share of franking credits from franked dividends	\$0.00	13Q
Share of credit for foreign resident withholding amounts (excluding capital gains)	\$0.00	13A
Share of credit for tax file number amounts withheld from interest, dividends and unit trust distributions	\$0.00	13R
Net capital gain	\$606.36	18A
Total current year capital gains	\$1,212.72	18H
Credit for foreign resident capital gains withholding amounts	\$0.00	18X
Assessable foreign source income	\$0.00	20E
Other net foreign source income	\$0.00	20M
Australian franking credits from a New Zealand franking company	\$0.00	20F
Foreign income tax offset *	\$0.00	20O

\*To work out your foreign income tax offset (FITO) entitlement, see 20 Foreign source income and foreign assets or property or the Guide to foreign tax offset rules 2023.

### Part B: Capital gains tax information - additional information for item 18

	Amount	
Capital gains - discounted method	\$1,212.72	(gross amount)
Capital gains - other method	\$0.00	
<b>Total current year capital gains</b>	<b>\$1,212.72</b>	

**Part C: Components of attribution**

	Cash distributions	Tax paid or franking credit (gross up)	Attributable amount
<b>Australian income</b>			
Interest (subject to non - resident withholding tax)			\$0.00
Interest (not subject to non - resident withholding tax)			\$0.00
Dividends - unfranked amount declared to be CFI			\$0.00
Dividends - unfranked amount not declared to be CFI			\$0.00
Other assessable Australian income (Other)			\$1,554.88
Other assessable Australian income (NCMI)			\$0.00
Other assessable Australian income (Excluded from NCMI)			\$0.00
Other assessable Australian income (NCMI – Non-Primary production)			\$0.00
Other assessable Australian income (CBMI)			\$0.00
<b>Non-primary production income</b>			<b>\$1,554.88</b>
NCMI - primary production			\$119.72
<b>Primary production income</b>			<b>\$119.72</b>
<b>Dividends - franked amount</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital gains</b>			
Capital gains – discounted method TAP (Other)			\$606.36
Capital gains – discounted method TAP (NCMI)			\$0.00
Capital gains – discounted method TAP (Excluded from NCMI)			\$0.00
Capital gains – discounted method TAP (CBMI)			\$0.00
Capital gains - discounted method NTAP			\$0.00
Taxable foreign capital gains - discounted method	\$0.00		\$0.00
Capital gains – other method TAP (Other)			\$0.00
Capital gains – other method TAP (NCMI)			\$0.00
Capital gains – other method TAP (Excluded from NCMI)			\$0.00
Capital gains – other method TAP (CBMI)			\$0.00
Capital gains - other method NTAP			\$0.00
Taxable foreign capital gains - other method	\$0.00		\$0.00
<b>Net capital gains</b>		<b>\$0.00</b>	<b>\$606.36</b>
AMIT CGT gross up amount			\$606.36
Other capital gains distribution			\$606.36
<b>Total current year capital gains</b>		<b>\$0.00</b>	<b>\$1,212.72</b>
<b>Foreign income</b>			
Other net foreign source income		\$0.00	\$0.00
<b>Assessable foreign source income</b>		<b>\$0.00</b>	<b>\$0.00</b>
Australian franking credit from a New Zealand franking company		\$0.00	\$0.00
CFC income			\$0.00
Transferor trust income			\$0.00
<b>Total foreign income</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Other non-assessable amounts</b>			<b>Amount</b>
Net exempt income			\$0.00
Non-assessable non-exempt amount			\$0.00
Other non-attributable amounts			\$3,628.28
<b>Total non-assessable amounts</b>			<b>\$3,628.28</b>
<b>Gross cash distribution</b>	\$6,515.60		
Less: withholding tax	\$0.00		
<b>Net cash distribution</b>	<b>\$6,515.60</b>		

**Part D: Tax offsets**

	Amount
<b>Tax offsets</b>	
Franking credit tax offset from Australian resident companies	\$0.00
Foreign income tax offset - Other net foreign source income	\$0.00
<b>Total tax offsets</b>	<b>\$0.00</b>

**Part E: Attribution Managed Investment Trust ('AMIT') cost base adjustments**

	Amount
<b>AMIT cost base net amount - excess (decrease cost base)</b>	<b>\$3,628.28</b>
<b>AMIT cost base net amount - shortfall (increase cost base)</b>	<b>\$0.00</b>

Note: FITOs are not split into their components (representing the type of income/gains they have arisen on) and they have not been reduced where they arise on discounted capital gains. Investors should seek their own advice in this respect from their professional tax advisor.

Charter Hall has prepared a Tax Guide to assist you in completing your 2023 Tax return.

This guide can be found at <https://www.charterhall.com.au/taxationguide>

Please retain this statement for income tax purposes



MR JOHN PETER GODFREY &  
 MRS MAUREEN THERESE GODFREY  
 <GODFREY FAMILY SF A/C>  
 C/- WHITEHAVEN PRIVATE PORTFOL  
 PO BOX 259  
 FORTITUDE VALLEY QLD 4006

Statement date: 30 August 2023  
 Reference no: X\*\*\*\*\*0844

Page 1 of 4  
 Security Price at 30 June 2023: \$7.80  
 Value of Holding at 30 June 2023: \$42,978.00

## Dexus Attribution Managed Investment Trust Member Annual Statement and Guide for the year 1 July 2022 to 30 June 2023

This Dexus Attribution Managed Investment Trust ("AMIT") Member Annual Statement ("AMMA Statement") and Guide have been prepared to assist you with the completion of your Australian Income Tax Return for the year ended 30 June 2023.

Period end date	No of securities held at Record Date	Total Distribution rate (cents per security)	Dexus Property Trust	Dexus Operations Trust	TOTAL
31/12/2022	5,510	28.00	\$1,542.80	\$0.00	\$1,542.80
30/06/2023	5,510	23.60	\$1,044.22	\$256.14	\$1,300.36
<b>Total Paid</b>			<b>\$2,587.02</b>	<b>\$256.14</b>	<b>\$2,843.16</b>

### Part A – Summary of 2023 tax return/supplementary section items

Item	Individual tax return labels	Amount
Franked amount*	11T	\$256.14
Franking credit*	11U	\$109.77
Non-primary production income	13U	\$1,427.15
Franked distributions from trusts	13C	\$0.00
Share of franking credit from franked dividends	13Q	\$0.00
Credit for TFN/ABN amounts withheld	13R	\$0.00
Total current year capital gains	18H	\$2,555.40
Net capital gain	18A	\$1,277.70
Assessable foreign source income	20E and 20M	\$0.00
Foreign income tax offset	20O	\$0.00

\* Relates to the dividend paid on 30 August 2022. Refer to the Guide for further information.

**Part B – Components of distribution – 2023 tax return amounts**

	Notes	Dexus Property Trust distribution	Franking credit	Foreign income tax offset
<b>Australian trust income</b>				
Interest	1	\$190.42		
Franked dividends	2	\$0.00	\$0.00	
Other income	3	\$1,236.73		
Total non-primary production income		\$1,427.15		
<b>Capital gains</b>				
Discounted capital gains (50% discount)	4	\$1,277.70		\$0.00
Capital gains – indexation method	5	\$0.00		
Capital gains – other	6	\$0.00		
Distributed capital gains		\$1,277.70		
<b>Foreign income</b>				
Assessable foreign income	7 and 8	\$0.00		\$0.00
<b>Other non-assessable amounts</b>				
Non-assessable amounts	9	\$0.00		
<b>Excess of components over trust distribution</b>	9	(\$117.83)		
<b>Total Trust Distribution</b>		<b>\$2,587.02</b>		
<b>AMIT cost base adjustments</b>				
AMIT cost base net increase amount	10	\$1,395.53		
AMIT cost base net decrease amount		\$0.00		

**Part C – Components of DXS dividend – 2024 tax returns amounts**

Dividend date <b>30 August 2023</b>				
	Notes	Distribution	Franking credit	Franking percentage
<b>Dividend income</b>				
Franked dividend	11	\$256.14	\$109.77	100%
<b>Total dividend</b>		<b>\$256.14</b>		

**Part D – Additional capital gains information for Item 18**

Discount capital gains – grossed up (taxable Australian property)	\$2,555.40
Discount capital gains – grossed up (non-taxable Australian property)	\$0.00
Capital gains – other method (taxable Australian property)	\$0.00
Capital gains – other method (non-taxable Australian property)	\$0.00
<b>Total current year capital gains</b>	<b>\$2,555.40</b>
CGT discount	\$1,277.70
<b>Net capital gains</b>	<b>\$1,277.70</b>

**Part E – Withholding amounts**

	Notes	
TFN / ABN withholding tax	12	\$0.00
Managed investment trust withholding tax	13	\$0.00
Managed investment trust withholding tax (clean building)	13	\$0.00
Non-resident interest withholding tax	13	\$0.00



[www.computershare.com.au/easyupdate/tcl](http://www.computershare.com.au/easyupdate/tcl)



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 Victoria 3001 Australia



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030474 037 TCL

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 PO BOX 259  
 FORTITUDE VALLEY QLD 4006

Holder Identification  
 Number (HIN)

X 0067400844

## Annual Tax Statement

### TRIPLE STAPLED SECURITIES - DISTRIBUTIONS

Australian resident individual investors should use the below Tax Statement to assist in completing their 2023 Income Tax Return. This Annual Tax Statement should be read in conjunction with the Transurban Tax Statement Guide, available on the Transurban website at [www.transurban.com/investor-centre/distributions-and-tax/tax-guides](http://www.transurban.com/investor-centre/distributions-and-tax/tax-guides). If an investor has a tax year ending on a date other than 30 June, they should seek advice from their tax adviser.

Transurban Holding Trust ("THT") is an Attribution Managed Investment Trust ("AMIT") for the year ended 30 June 2023. It is required to provide you with an AMIT Member Annual ("AMMA") Statement. This Annual Tax Statement is also your AMMA Statement in respect of your security holding in THT during the year ended 30 June 2023. This AMMA Statement also provides a reasonable estimate of the AMIT cost base net amount for the year ended 30 June 2023.

This Annual Tax Statement and accompanying notes are not intended to be tax advice and investors should consult a professional tax adviser if necessary for completion of income tax returns.

### PART A: SUMMARY OF 2023 INCOME TAX RETURN FOR INDIVIDUAL (INCLUDING SUPPLEMENTARY SECTIONS)

Item	Australian Resident Individual Tax Return Label	Total
Dividends - Franked	11T	\$190.68
Franking credit	11U	\$81.72
Share of non-primary production income	13U	\$1,911.18
Franked distributions from trusts	13C	\$12.51
Share of franking credits from franked dividends	13Q	\$3.75
Share of credit for TFN amounts withheld	13R	\$0.00
Share of credit for foreign resident withholding amounts	13A	\$0.00
Net capital gain	18A	\$5.96
Total current year capital gains	18H	\$11.92

### PART B: COMPONENTS

	30 June 2022 (paid August 2022)	31 December 2022 (paid February 2023)	Total
<b>Dividend - Transurban Holdings Limited<sup>1</sup></b>			
Dividends - Franked	\$190.68	\$0.00	\$190.68
Franking Credit / Tax Offset	\$81.72	\$0.00	\$81.72
<b>Distribution - Transurban Holding Trust<sup>2</sup></b>			
<b>Assessable Australian Income (Attribution Amounts)</b>	<b>31 December 2022 (paid February 2023)</b>	<b>30 June 2023 (paid August 2023)</b>	<b>Total</b>
Interest Income	\$472.40	\$433.72	\$906.12
Rent and Other Income <sup>3</sup>	\$475.37	\$480.55	\$955.92
Non-Concessional MIT Income (NCMI)	\$21.99	\$27.15	\$49.14
Discounted Capital Gains TARP	\$0.00	\$5.96	\$5.96
Other Capital Gains Distribution	\$0.00	\$5.96	\$5.96
Franked Distribution	\$0.00	\$8.76	\$8.76
Franking Credit / Tax Offset	\$0.00	\$3.75	\$3.75
<b>Other - Transurban Holding Trust<sup>4</sup></b>	<b>31 December 2022 (paid February 2023)</b>	<b>30 June 2023 (paid August 2023)</b>	<b>Total</b>
Non-Assessable Amount	\$972.69	\$1,273.55	\$2,246.24
TFN / ABN Withholding	\$0.00	\$0.00	\$0.00
AMIT Withholding	\$0.00	\$0.00	\$0.00
Non-Resident Withholding	\$0.00	\$0.00	\$0.00

**Net Cash Distribution For The Year - Transurban Holding Trust<sup>4</sup>**

Gross Distribution (paid February 2023)	\$1,942.45
Tax withheld	\$0.00
Gross Distribution (paid August 2023)	\$2,235.65
Tax withheld	\$0.00
<b>Net cash distributions applicable to the year ended 30 June 2023</b>	<b>\$4,178.10</b>

**PART C: AMIT COST BASE ADJUSTMENTS - Transurban Holding Trust<sup>4</sup>**

AMIT cost base net increase amount	\$0.00
AMIT cost base net decrease amount	\$2,246.24

**Notes:**

1. This dividend represents the payment from Transurban Holdings Limited ABN 86 098 143 429.
2. This distribution represents the payment from Transurban Holding Trust ABN 30 169 362 255.
3. Rent and Other Income includes amounts that are 'Excluded from NCM1'. 'Excluded from NCM1' refers to amounts that would have been NCM1 but are not NCM1 due to the application of any of the following provisions:
  - Subsection 12-437(5) in Schedule 1 to the *Taxation Administration Act 1953* ("TAA 1953") – approved economic infrastructure facility exception;
  - Section 12-440 in Schedule 1 to the TAA 1953 – MIT cross staple arrangement income transitional provisions.
4. These disclosures relate to the distribution from Transurban Holding Trust ABN 30 169 362 255.



Responsible Entity: Betashares Capital Ltd  
ABN 78 139 566 868 | AFSL 341181  
ARSN 169 906 530

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ASX Code: UMAX  
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037 063305

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C/- WHITEHAVEN PRIVATE PORTFOL  
PO BOX 259  
FORTITUDE VALLEY QLD 4006

Date: 31 July 2023  
Reference No.: X\*\*\*\*\*0844

**BETASHARES S&P 500 YIELD MAXIMISER FUND (MANAGED FUND)**  
**Attribution Managed Investment Trust Member Annual Statement**  
**for the year ended 30 June 2023**

**Part A : Summary of 2023 tax return (supplementary section) items for a resident individual**

Tax return (supplementary section)	Amount	Tax return label
Share of net income from trusts, less net capital gains, foreign income and franked distributions	\$0.00	13U
Franked distribution from trusts	\$0.00	13C
Share of franking credits from franked dividends	\$0.00	13Q
Share of credit for tax file number amounts withheld from interest, dividends and unit trust	\$0.00	13R
Share of credit for foreign resident withholding amounts (excluding capital gains)	\$0.00	13A
Net capital gain	\$120.07	18A
Total current year capital gains	\$240.14	18H
CFC Income	\$0.00	19K
Assessable foreign source income	\$0.00	20E
Other net foreign source income	\$0.00	20M
Australian franking credits from a New Zealand franking company	\$0.00	20F
Foreign income tax offset *	\$0.00	20O

\*To work out your foreign income tax offset (FITO) entitlement, see the '20 Foreign source income and foreign assets or property' section of the instructions for the 2023 Tax Return for Individuals (Supplementary Section) or the Guide to foreign tax offset rules 2023. The Betashares 2023 Tax Guide provides additional information on how to claim the correct Foreign Income Tax Offset.

Capital gains tax information - Additional information for item 18	Amount	
Capital gains - Discounted method	\$240.14	(grossed up amount)
Capital gains - Other method	\$0.00	
<b>Total current year capital gains</b>	<b>\$240.14</b>	

Part B: Components of attribution	Tax paid or franking credit gross up	Attributable amount
<b>Australian Income</b>		
Interest (subject to non - resident withholding tax)		\$0.00
Interest (not subject to non - resident withholding tax)		\$0.00
Dividends - unfranked amount declared to be CFI		\$0.00
Dividends - unfranked amount not declared to be CFI		\$0.00
Other assessable Australian income (Other)		\$0.00
Other assessable Australian income (NCMI)		\$0.00
Other assessable Australian income (Excluded from NCMI)		\$0.00
Other assessable Australian income (CBMI)		\$0.00
<b>Non-primary production income</b>		<b>\$0.00</b>
<b>Dividends - Franked amount (Franked distributions)</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Gains</b>		
Capital gains – Discounted method TAP (Other)		\$0.00
Capital gains – Discounted method TAP (NCMI)		\$0.00
Capital gains – Discounted method TAP (Excluded from NCMI)		\$0.00
Capital gains – Discounted method TAP (CBMI)		\$0.00
Capital gains - Discounted method NTAP		\$120.07
Taxable foreign capital gains - Discounted method	\$0.00	\$0.00
Capital gains – Other method TAP (Other)		\$0.00
Capital gains – Other method TAP (NCMI)		\$0.00
Capital gains – Other method TAP (Excluded from NCMI)		\$0.00
Capital gains – Other method TAP (CBMI)		\$0.00
Capital gains - Other method NTAP		\$0.00
Taxable foreign capital gains - Other method	\$0.00	\$0.00
<b>Net capital gains</b>	<b>\$0.00</b>	<b>\$120.07</b>
AMIT CGT gross up amount		\$120.07
Other capital gains distribution		
<b>Total current year capital gains</b>	<b>\$0.00</b>	<b>\$240.14</b>
<b>Foreign income</b>		
Other net foreign source income	\$0.00	\$0.00
<b>Assessable foreign source income</b>	<b>\$0.00</b>	<b>\$0.00</b>
Australian franking credit from a New Zealand franking company	\$0.00	\$0.00
CFC income		\$0.00
<b>Total foreign income</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Non-assessable amounts</b>		<b>Amount</b>
Net exempt income		\$0.00
Non-assessable non-exempt amount		\$0.00
Other non-attributable amounts		\$257.93
<b>Total Non-assessable amounts</b>		<b>\$257.93</b>
<b>Cash distribution</b>		<b>Cash amounts</b>
<b>Gross cash distribution</b>		<b>\$498.07</b>
Less: TFN amounts withheld		\$0.00
Less: Non-resident tax withheld on interest and dividends		\$0.00
Less: Non-resident tax withheld on fund payments		\$0.00
<b>Net cash distribution</b>		<b>\$498.07</b>
<b>Tax offsets</b>		<b>Amount</b>
Franking credit tax offset from Australian resident companies		\$0.00
Foreign income tax offset - Other net foreign source income		\$0.00
Foreign income tax offset - Taxable foreign capital gains - Discounted method		\$0.00
Foreign income tax offset - Taxable foreign capital gains - Other method		\$0.00
Australian franking credit from a New Zealand franking company		\$0.00
<b>Total tax offsets</b>		<b>\$0.00</b>
<b>Attributed Managed Investment Trust ('AMIT') cost base</b>		<b>Amount</b>
AMIT cost base net amount - excess (decrease cost base)		\$257.93
AMIT cost base net amount - shortfall (increase cost base)		\$0.00

#### Tax Guide

The Annual Tax Guide contains general information about how to use this statement when you prepare your 2023 Tax Return. Where there are foreign capital gains and foreign tax paid on these gains, a calculation of Australian capital gains in respect of foreign CGT assets must be performed. The Betashares 2023 Tax Guide provides additional information on how to perform these calculations as well as how to claim the correct Foreign Income Tax Offset. To view the 2023 Tax Guide, please visit:

[www.betashares.com.au/tax-resources/](http://www.betashares.com.au/tax-resources/)

This statement contains important information. Please retain it for taxation purposes as a charge may be levied for replacement. To view or change your Unitholder details including FATCA and CRS self-certification, please visit our Investor Centre at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)

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**Godfrey Family Super Fund**  
**Investment Income Detailed Report**  
**For the period 1 July 2022 to 30 June 2023**

Tax Effective Date	Description	Income Received	Franked Dividends	Unfranked Dividends	Franking Credits	TFN Credits	Net Foreign Income	Foreign Credits
<b>AGL Energy Limited. (ASX:AGL)</b>								
27/09/2022	AGL AUD UNFRANKED, NIL CFI, DRP SUSP	\$416.00	\$0.00	\$416.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$416.00</b>	<b>\$0.00</b>	<b>\$416.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>ANZ Group Holdings Limited (ASX:ANZ)</b>								
01/07/2022	ANZ AUD 0.72 FRANKED, 30% CTR, DRP NIL DISC, BSF	\$5,623.20	\$5,623.20	\$0.00	\$2,409.94	\$0.00	\$0.00	\$0.00
15/12/2022	ANZ AUD 0.74 FRANKED, 30% CTR, DRP NIL DISC, BSF	\$3,330.00	\$3,330.00	\$0.00	\$1,427.14	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$8,953.20</b>	<b>\$8,953.20</b>	<b>\$0.00</b>	<b>\$3,837.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Aurizon Holdings Limited (ASX:AZJ)</b>								
21/09/2022	AZJ AUD 0.109 FRANKED, 30% CTR	\$2,989.87	\$2,989.87	\$0.00	\$1,281.37	\$0.00	\$0.00	\$0.00
29/03/2023	AZJ AUD 0.07 FRANKED, 30% CTR	\$1,920.10	\$1,920.10	\$0.00	\$822.90	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$4,909.97</b>	<b>\$4,909.97</b>	<b>\$0.00</b>	<b>\$2,104.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>BHP Group Limited (ASX:BHP)</b>								
22/09/2022	BHP USD 1.75, 1.75 FRANKED, 30% CTR, DRP NIL DISC	\$16,331.77	\$16,331.77	\$0.00	\$6,999.33	\$0.00	\$0.00	\$0.00
30/03/2023	BHP USD 0.9, 0.9 FRANKED, 30% CTR, DRP NIL DISC	\$6,081.82	\$6,081.82	\$0.00	\$2,606.49	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$22,413.59</b>	<b>\$22,413.59</b>	<b>\$0.00</b>	<b>\$9,605.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Brambles Limited (ASX:BXB)</b>								
13/10/2022	BXB USD 0.12, 0.042 FRANKED, 30% CTR, 0.078 CFI, DI	\$1,892.32	\$662.58	\$1,229.74	\$283.97	\$0.00	\$0.00	\$0.00
13/04/2023	BXB USD 0.1225, 0.042875 FRANKED, 30% CTR, 0.0796	\$1,938.40	\$678.44	\$1,259.96	\$290.76	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$3,830.72</b>	<b>\$1,341.02</b>	<b>\$2,489.70</b>	<b>\$574.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Challenger Limited (ASX:CGF)</b>								
21/09/2022	CGF AUD 0.115 FRANKED, 30% CTR, DRP	\$1,750.30	\$1,750.30	\$0.00	\$750.13	\$0.00	\$0.00	\$0.00
21/03/2023	CGF AUD 0.12 FRANKED, 30% CTR, DRP NIL DISC	\$1,826.40	\$1,826.40	\$0.00	\$782.74	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$3,576.70</b>	<b>\$3,576.70</b>	<b>\$0.00</b>	<b>\$1,532.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Commonwealth Bank Of Australia. (ASX:CBA)</b>								

**Godfrey Family Super Fund**  
**Investment Income Detailed Report**  
**For the period 1 July 2022 to 30 June 2023**

Tax Effective Date	Description	Income Received	Franked Dividends	Unfranked Dividends	Franking Credits	TFN Credits	Net Foreign Income	Foreign Credits
29/09/2022	CBA AUD 2.1 FRANKED, 30% CTR, DRP NIL DISC	\$3,918.60	\$3,918.60	\$0.00	\$1,679.40	\$0.00	\$0.00	\$0.00
30/03/2023	CBA AUD 2.1 FRANKED, 30% CTR, DRP NIL DISC	\$2,805.60	\$2,805.60	\$0.00	\$1,202.40	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$6,724.20</b>	<b>\$6,724.20</b>	<b>\$0.00</b>	<b>\$2,881.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Dexus - Fully Paid Units Stapled Securities (ASX:DXS)</b>								
30/08/2022	DXS AUD 0.04649 FRANKED @ 30%	\$256.14	\$256.14	\$0.00	\$109.77	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$256.14</b>	<b>\$256.14</b>	<b>\$0.00</b>	<b>\$109.77</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Healius Limited (ASX:HLS)</b>								
21/09/2022	HLS AUD 0.06 FRANKED, 30% CTR, DRP SUSP	\$1,675.80	\$1,675.80	\$0.00	\$718.20	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$1,675.80</b>	<b>\$1,675.80</b>	<b>\$0.00</b>	<b>\$718.20</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Link Administration Holdings Limited (ASX:LNK)</b>								
14/10/2022	LNK AUD 0.08 SPEC, 0.08 FRANKED, 30% CTR, DRP SL	\$1,633.60	\$1,633.60	\$0.00	\$700.11	\$0.00	\$0.00	\$0.00
11/04/2023	LNK AUD 0.036 FRANKED, 30% CTR, NIL CFI, DRP SUS	\$918.90	\$735.12	\$183.78	\$315.05	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$2,552.50</b>	<b>\$2,368.72</b>	<b>\$183.78</b>	<b>\$1,015.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>National Australia Bank Limited (ASX:NAB)</b>								
05/07/2022	NAB AUD 0.73 FRANKED, 30% CTR, DRP NIL DISC, BSF	\$4,781.50	\$4,781.50	\$0.00	\$2,049.21	\$0.00	\$0.00	\$0.00
14/12/2022	NAB AUD 0.78 FRANKED, 30% CTR, DRP NIL DISC, BSF	\$3,330.60	\$3,330.60	\$0.00	\$1,427.40	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$8,112.10</b>	<b>\$8,112.10</b>	<b>\$0.00</b>	<b>\$3,476.61</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Rio Tinto Limited (ASX:RIO)</b>								
22/09/2022	RIO AUD 3.837 FRANKED, 30% CTR, DRP NIL DISC	\$4,719.51	\$4,719.51	\$0.00	\$2,022.65	\$0.00	\$0.00	\$0.00
20/04/2023	RIO AUD 3.2649 FRANKED, 30% CTR, DRP NIL DISC	\$2,252.78	\$2,252.78	\$0.00	\$965.48	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$6,972.29</b>	<b>\$6,972.29</b>	<b>\$0.00</b>	<b>\$2,988.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Suncorp Group Limited (ASX:SUN)</b>								
21/09/2022	SUN AUD 0.17 FRANKED, 30% CTR, DRP NIL DISC	\$1,550.40	\$1,550.40	\$0.00	\$664.46	\$0.00	\$0.00	\$0.00
31/03/2023	SUN AUD 0.33 FRANKED, 30% CTR, DRP NIL DISC	\$3,009.60	\$3,009.60	\$0.00	\$1,289.83	\$0.00	\$0.00	\$0.00

**Godfrey Family Super Fund**  
**Investment Income Detailed Report**  
**For the period 1 July 2022 to 30 June 2023**

Tax Effective Date	Description	Income Received	Franked Dividends	Unfranked Dividends	Franking Credits	TFN Credits	Net Foreign Income	Foreign Credits
	<b>Total</b>	<b>\$4,560.00</b>	<b>\$4,560.00</b>	<b>\$0.00</b>	<b>\$1,954.29</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Transurban Group - Fully Paid Ordinary/Units Stapled Securities (ASX:TCL)</b>							
23/08/2022	TCL AUD 0.02170156 FRANKED, 30% CTR	\$190.68	\$190.68	\$0.00	\$81.72	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$190.68</b>	<b>\$190.68</b>	<b>\$0.00</b>	<b>\$81.72</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Wesfarmers Limited (ASX:WES)</b>							
06/10/2022	WES AUD 1 FRANKED, 30% CTR, DRP NIL DISC	\$1,640.00	\$1,640.00	\$0.00	\$702.86	\$0.00	\$0.00	\$0.00
28/03/2023	WES AUD 0.88 FRANKED, 30% CTR, DRP NIL DISC	\$1,443.20	\$1,443.20	\$0.00	\$618.51	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$3,083.20</b>	<b>\$3,083.20</b>	<b>\$0.00</b>	<b>\$1,321.37</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Westpac Banking Corporation (ASX:WBC)</b>							
20/12/2022	WBC AUD 0.64 FRANKED, 30% CTR, DRP NIL DISC	\$3,763.20	\$3,763.20	\$0.00	\$1,612.80	\$0.00	\$0.00	\$0.00
27/06/2023	WBC AUD 0.7 FRANKED, 30% CTR, DRP NIL DISC	\$4,116.00	\$4,116.00	\$0.00	\$1,764.00	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$7,879.20</b>	<b>\$7,879.20</b>	<b>\$0.00</b>	<b>\$3,376.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Woodside Energy Group Ltd (ASX:WDS)</b>							
06/10/2022	WDS USD 1.09, 1.09 FRANKED, 30% CTR, DRP NIL DISC	\$6,845.99	\$6,845.99	\$0.00	\$2,934.00	\$0.00	\$0.00	\$0.00
05/04/2023	WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	\$5,601.44	\$5,601.44	\$0.00	\$2,400.62	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$12,447.43</b>	<b>\$12,447.43</b>	<b>\$0.00</b>	<b>\$5,334.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Woolworths Group Limited (ASX:WOW)</b>							
27/09/2022	WOW AUD 0.53 FRANKED, 30% CTR, DRP NIL DISC	\$1,114.06	\$1,114.06	\$0.00	\$477.45	\$0.00	\$0.00	\$0.00
13/04/2023	WOW AUD 0.46 FRANKED, 30% CTR, DRP NIL DISC	\$966.92	\$966.92	\$0.00	\$414.39	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$2,080.98</b>	<b>\$2,080.98</b>	<b>\$0.00</b>	<b>\$891.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
		<b>\$100,634.70</b>	<b>\$97,545.22</b>	<b>\$3,089.48</b>	<b>\$41,805.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Foreign Income**

**Amcor PLC - Cdi 1:1 Foreign Exempt Nyse (ASX:AMC)**

**Godfrey Family Super Fund**  
**Investment Income Detailed Report**  
**For the period 1 July 2022 to 30 June 2023**

Tax Effective Date	Description	Income Received	Franked Dividends	Unfranked Dividends	Franking Credits	TFN Credits	Net Foreign Income	Foreign Credits
28/09/2022	AMC USD 0.12	\$1,301.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,301.40	\$0.00
13/12/2022	AMC USD 0.1225	\$1,465.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,465.78	\$0.00
21/03/2023	AMC USD 0.1225	\$1,304.42	\$0.00	\$0.00	\$0.00	\$0.00	\$1,304.42	\$0.00
20/06/2023	AMC USD 0.1225	\$1,389.62	\$0.00	\$0.00	\$0.00	\$0.00	\$1,389.62	\$0.00
<b>Total</b>		<b>\$5,461.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,461.22</b>	<b>\$0.00</b>
		<b>\$5,461.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,461.22</b>	<b>\$0.00</b>

**Interest Received**

**AMP SuperEdge Saver A/c (No. 705899078)**

01/07/2022	Cash Deposit - AMP Cash Account Interest Received	\$271.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/08/2022	Cash Deposit - AMP Cash Account Interest Received	\$297.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15/08/2022	Cash Deposit - AMP Cash Account Interest Received	\$134.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>		<b>\$703.92</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>

**Macquarie Accelerator #1299**

31/01/2023	Cash Deposit - MBL Cash Account Interest Received	\$2,202.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28/02/2023	Cash Deposit - MBL Cash Account Interest Received	\$2,952.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31/03/2023	Cash Deposit - MBL Cash Account Interest Received	\$3,398.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28/04/2023	Cash Deposit - MBL Cash Account Interest Received	\$3,185.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31/05/2023	MACQUARIE ACCELERATOR INTEREST PAID	\$4,081.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30/06/2023	MACQUARIE ACCELERATOR INTEREST PAID	\$4,700.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>		<b>\$20,520.29</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>

**Macquarie CMA #3929**

29/07/2022	MACQUARIE CMA INTEREST PAID	\$39.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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## Investment Income Received - Tax Date

From 1 July 2022 through 30 June 2023

Account Name: Godfrey Family Super Fund  
 Account Code: GOD0814  
 Adviser: Westwood Group (WWG)

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
<b>AGL ENERGY LIMITED (AGL.ASX)</b>															
01 Sep 2022	27 Sep 2022	416.00					416.00								
<b>Total</b>		<b>416.00</b>					<b>416.00</b>								
<b>AMCOR PLC (AMC.ASX)</b>															
07 Sep 2022	28 Sep 2022	1,301.40													
22 Nov 2022	13 Dec 2022	1,465.78													
28 Feb 2023	21 Mar 2023	1,304.42													
23 May 2023	20 Jun 2023	1,389.62													
<b>Total</b>		<b>5,461.22</b>													
<b>AMP SUPEREDGE SAVER ACCOUNT (AMPSUP.AMM)</b>															
01 Jul 2022	01 Jul 2022	271.53	271.53												
01 Aug 2022	01 Aug 2022	297.79	297.79												
15 Aug 2022	15 Aug 2022	134.60	134.60												
<b>Total</b>		<b>703.92</b>	<b>703.92</b>												
<b>ANZ GROUP HOLDINGS (ANZ.ASX)</b>															
09 May 2022	01 Jul 2022	5,623.20			8,033.14	2,409.94									
07 Nov 2022	15 Dec 2022	3,330.00			4,757.14	1,427.14									
<b>Total</b>		<b>8,953.20</b>			<b>12,790.28</b>	<b>3,837.08</b>									
<b>AURIZON HOLDINGS LTD (AZJ.ASX)</b>															
22 Aug 2022	21 Sep 2022	2,989.87			4,271.24	1,281.37									
27 Feb 2023	29 Mar 2023	1,920.10			2,743.00	822.90									

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
<b>Total</b>		<b>4,909.97</b>			<b>7,014.24</b>	<b>2,104.27</b>									
<b>BHP GROUP LIMITED (BHP.ASX)</b>															
01 Sep 2022	23 Sep 2022	16,331.77			23,331.09	6,999.32									
09 Mar 2023	30 Mar 2023	6,081.82			8,688.31	2,606.49									
<b>Total</b>		<b>22,413.59</b>			<b>32,019.40</b>	<b>9,605.81</b>									
<b>BRAMBLES LIMITED (BXB.ASX)</b>															
07 Sep 2022	13 Oct 2022	1,892.33			946.55	283.97	1,229.74								
08 Mar 2023	13 Apr 2023	1,938.40			969.20	290.76	1,259.96								
<b>Total</b>		<b>3,830.73</b>			<b>1,915.75</b>	<b>574.73</b>	<b>2,489.70</b>								
<b>COMMONWEALTH BANK. (CBA.ASX)</b>															
17 Aug 2022	29 Sep 2022	3,918.60			5,598.00	1,679.40									
22 Feb 2023	30 Mar 2023	2,805.60			4,008.00	1,202.40									
<b>Total</b>		<b>6,724.20</b>			<b>9,606.00</b>	<b>2,881.80</b>									
<b>CHALLENGER LIMITED (CGF.ASX)</b>															
29 Aug 2022	21 Sep 2022	1,750.30			2,500.43	750.13									
21 Feb 2023	21 Mar 2023	1,826.40			2,609.14	782.74									
<b>Total</b>		<b>3,576.70</b>			<b>5,109.57</b>	<b>1,532.87</b>									
<b>CHTR H LWR - FULLY PAID UNITS STAPLED SECURITIES (CLW.ASX)</b>															
29 Sep 2022	11 Nov 2022	1,628.90		418.64				151.59		151.59		907.08			
29 Dec 2022	14 Feb 2023	1,628.90		418.64				151.59		151.59		907.08			
30 Mar 2023	15 May 2023	1,628.90		418.64				151.59		151.59		907.08			
29 Jun 2023	14 Aug 2023	1,628.90		418.68				151.59		151.59		907.04			
<b>Total</b>		<b>6,515.60</b>		<b>1,674.60</b>				<b>606.36</b>		<b>606.36</b>		<b>3,628.28</b>			
<b>DEXUS - FULLY PAID UNITS STAPLED SECURITIES (DXS.ASX)</b>															
29 Jun 2022	30 Aug 2022	256.14			365.91	109.77									
29 Dec 2022	28 Feb 2023	1,542.80	113.56	737.54				761.97		761.97		-832.24			
29 Jun 2023	30 Aug 2023	1,044.22	76.86	499.19				515.73		515.73		-563.29			
<b>Total</b>		<b>2,843.16</b>	<b>190.42</b>	<b>1,236.73</b>	<b>365.91</b>	<b>109.77</b>		<b>1,277.70</b>		<b>1,277.70</b>		<b>-1,395.53</b>			
<b>HEALIUS (HLS.ASX)</b>															
07 Sep 2022	21 Sep 2022	1,675.80			2,394.00	718.20									

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
<b>Total</b>		<b>1,675.80</b>			<b>2,394.00</b>	<b>718.20</b>									
<b>LINK ADMIN HLDG (LNK.ASX)</b>															
29 Sep 2022	14 Oct 2022	1,633.60			2,333.71	700.11									
01 Mar 2023	11 Apr 2023	918.90			1,050.17	315.05	183.78								
<b>Total</b>		<b>2,552.50</b>			<b>3,383.88</b>	<b>1,015.16</b>	<b>183.78</b>								
<b>MACQUARIE ACCELERATOR CASH ACCOUNT (MBLACC.AMM)</b>															
31 Jan 2023	31 Jan 2023	2,202.12	2,202.12												
28 Feb 2023	28 Feb 2023	2,952.39	2,952.39												
31 Mar 2023	31 Mar 2023	3,398.49	3,398.49												
28 Apr 2023	28 Apr 2023	3,185.32	3,185.32												
31 May 2023	31 May 2023	4,081.27	4,081.27												
30 Jun 2023	30 Jun 2023	4,700.70	4,700.70												
<b>Total</b>		<b>20,520.29</b>	<b>20,520.29</b>												
<b>MACQUARIE CASH MANAGEMENT ACCOUNT (MBLCCMH.CASH)</b>															
29 Jul 2022	29 Jul 2022	39.95	39.95												
31 Aug 2022	31 Aug 2022	187.49	187.49												
30 Sep 2022	30 Sep 2022	131.92	131.92												
31 Oct 2022	31 Oct 2022	109.59	109.59												
30 Nov 2022	30 Nov 2022	127.20	127.20												
30 Dec 2022	30 Dec 2022	202.78	202.78												
31 Jan 2023	31 Jan 2023	233.68	233.68												
28 Feb 2023	28 Feb 2023	162.03	162.03												
31 Mar 2023	31 Mar 2023	198.57	198.57												
28 Apr 2023	28 Apr 2023	227.85	227.85												
31 May 2023	31 May 2023	483.91	483.91												
30 Jun 2023	30 Jun 2023	89.27	89.27												
<b>Total</b>		<b>2,194.24</b>	<b>2,194.24</b>												
<b>MEMBERS EQUITY BUSINESS ONLINE SAVING ACCOUNT (MEBUS.AMM)</b>															
31 Aug 2022	31 Aug 2022	150.42	150.42												
30 Sep 2022	30 Sep 2022	975.05	975.05												
31 Oct 2022	31 Oct 2022	2,231.84	2,231.84												
30 Nov 2022	30 Nov 2022	2,453.02	2,453.02												
31 Dec 2022	31 Dec 2022	2,690.15	2,690.15												

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
11 Jan 2023	11 Jan 2023	870.00	870.00												
<b>Total</b>		<b>9,370.48</b>	<b>9,370.48</b>												
<b>NATIONAL AUST. BANK (NAB.ASX)</b>															
11 May 2022	05 Jul 2022	4,781.50			6,830.71	2,049.21									
15 Nov 2022	14 Dec 2022	3,330.60			4,758.00	1,427.40									
<b>Total</b>		<b>8,112.10</b>			<b>11,588.71</b>	<b>3,476.61</b>									
<b>RIO TINTO LIMITED (RIO.ASX)</b>															
11 Aug 2022	22 Sep 2022	4,719.51			6,742.16	2,022.65									
09 Mar 2023	20 Apr 2023	2,252.78			3,218.26	965.48									
<b>Total</b>		<b>6,972.29</b>			<b>9,960.42</b>	<b>2,988.13</b>									
<b>SUNCORP GROUP LTD (SUN.ASX)</b>															
12 Aug 2022	21 Sep 2022	1,550.40			2,214.86	664.46									
14 Feb 2023	31 Mar 2023	3,009.60			4,299.43	1,289.83									
<b>Total</b>		<b>4,560.00</b>			<b>6,514.29</b>	<b>1,954.29</b>									
<b>TRANSURBAN GROUP - FULLY PAID ORDINARY/UNITS STAPLED SECURITIES (TCL.ASX)</b>															
29 Jun 2022	23 Aug 2022	190.68			272.40	81.72									
29 Dec 2022	13 Feb 2023	1,942.45	421.26	467.28	5.82	1.75		2.77		2.77		1,044.30			
29 Jun 2023	21 Aug 2023	2,235.65	484.86	537.78	6.69	2.00		3.19		3.19		1,201.94			
<b>Total</b>		<b>4,368.78</b>	<b>906.12</b>	<b>1,005.06</b>	<b>284.91</b>	<b>85.47</b>		<b>5.96</b>		<b>5.96</b>		<b>2,246.24</b>			
<b>BETA S&amp;P500 YIELDMAX - BETASHARES S&amp;P 500 YIELD MAXIMISER (MANAGED FUND) (UMAX.AXW)</b>															
03 Oct 2022	18 Oct 2022	178.81						43.10		43.11		92.60			
03 Jan 2023	18 Jan 2023	175.93						42.41		42.41		91.11			
03 Apr 2023	20 Apr 2023	143.33						34.56		34.55		74.22			
<b>Total</b>		<b>498.07</b>						<b>120.07</b>		<b>120.07</b>		<b>257.93</b>			
<b>WESTPAC BANKING CORP (WBC.ASX)</b>															
17 Nov 2022	20 Dec 2022	3,763.20			5,376.00	1,612.80									
11 May 2023	27 Jun 2023	4,116.00			5,880.00	1,764.00									
<b>Total</b>		<b>7,879.20</b>			<b>11,256.00</b>	<b>3,376.80</b>									
<b>WOODSIDE ENERGY (WDS.ASX)</b>															
08 Sep 2022	06 Oct 2022	6,845.99			9,779.98	2,933.99									

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## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
08 Mar 2023	05 Apr 2023	5,601.44			8,002.05	2,400.62									
<b>Total</b>		<b>12,447.43</b>			<b>17,782.03</b>	<b>5,334.61</b>									
<b>WESFARMERS LIMITED (WES.ASX)</b>															
31 Aug 2022	06 Oct 2022	1,640.00			2,342.86	702.86									
20 Feb 2023	28 Mar 2023	1,443.20			2,061.71	618.51									
<b>Total</b>		<b>3,083.20</b>			<b>4,404.57</b>	<b>1,321.37</b>									
<b>WOOLWORTHS GROUP LTD (WOW.ASX)</b>															
31 Aug 2022	27 Sep 2022	1,114.06			1,591.51	477.45									
02 Mar 2023	13 Apr 2023	966.92			1,381.31	414.39									
<b>Total</b>		<b>2,080.98</b>			<b>2,972.82</b>	<b>891.84</b>									
<b>TOTAL PORTFOLIO</b>															
		<b>152,663.65</b>	<b>33,885.47</b>	<b>3,916.39</b>	<b>139,362.78</b>	<b>41,808.81</b>	<b>3,089.48</b>	<b>2,010.09</b>		<b>2,010.09</b>		<b>4,736.92</b>			

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.



17 August 2022

R04



John Peter Godfrey & Maureen Therese Godfrey ATF Godfrey Family Super Fund  
GPO BOX 330  
BRISBANE QLD 4000

### Your contacts

E info@ampbanking.com.au  
W amp.com.au  
T 13 30 30 F 1300 555 503

AMP Bank  
Reply Paid 79702 Parramatta NSW 2124

### Account details

BSB ACCOUNT NUMBER  
939 200 705899078

## AMP SuperEdge Saver Account

### Account summary

Account name	John Peter Godfrey & Maureen Therese Godfrey ATF Godfrey Family Super Fund
Statement period	1 August 2022 - 15 August 2022
Statement number	03

### Transaction details

Date	Transaction description	Debits \$	Credits \$	Balance \$
	Opening balance			350,628.82 cr
01/08/2022	Credit Interest to 31/07/2022		297.79	350,926.61 cr
15/08/2022	Credit Interest to 14/08/2022		134.60	351,061.21 cr
15/08/2022	Withdrawal Direct Credit	351,061.21		0.00 cr
	Closing balance			0.00 cr
<b>Total</b>		<b>\$351,061.21</b>	<b>\$432.39</b>	<b>\$0.00 cr</b>

### Interest details

Interest period	Interest earned	Interest charged
<b>This financial year</b>	<b>\$703.92</b>	01104
This statement period	\$432.39	\$0.00

### If you want to dispute any transactions on your account

You should always check the transactions on your statement to make sure they're correct. If you'd like to dispute a transaction free of charge, contact us at [info@ampbanking.com.au](mailto:info@ampbanking.com.au) or on 13 30 30. You can also refer to our **Account access and operating terms and conditions**. It outlines our internal dispute resolution process and includes other details about using your account. You can get a copy at [amp.com.au/bankterms](http://amp.com.au/bankterms) or by calling us.



## Macquarie Cash Management Accelerator Account

enquiries 1800 806 310

account name MAUREEN THERESE GODFREY &  
JOHN GODFREY ATF  
GODFREY FAMILY SUPER FUND  
account no. 940681299

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
CONNECTUS AFSL 1 LTD	Limited funds transfer authority
FNZ CUSTODIANS (AUSTRALIA) PTY LTD	Enquiry authority
MACQUARIE EQUITIES LTD	Enquiry authority
AUSTRALIAN MONEY MARKET PTY LTD ADV AUSTRALIAN MONEY MARKET PTY LTD	Enquiry authority
AXIA SUPER AUDITS PTY LTD	Enquiry authority
CONNECTUS AFSL 1 LTD	Enquiry authority

### Authority descriptions

Limited funds transfer authority - you have authorised the third party to:

- have access to information about your account.
- transfer funds interchangeably between your Macquarie Cash Management Account and your account.

Enquiry authority - you have authorised the third party to have access to information about your account.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.

### annual interest summary 2022/2023

INTEREST PAID	20,520.29
TOTAL INCOME PAID	20,520.29



## Macquarie Cash Management Account

enquiries 1800 806 310

account name MAUREEN THERESE GODFREY &  
JOHN GODFREY ATF  
GODFREY FAMILY SUPER FUND  
account no. 962083929

### annual interest summary 2022/2023

INTEREST PAID	2,194.24
TOTAL INCOME PAID	2,194.24



MR JOHN PETER GODFREY and MRS MAUREEN THERESE GODFREY ATF GODFREY FAMILY  
 31 CONSTELLATION CRESCENT

Deal No	Institution	Transaction Date	Transaction Type	Amount	Running Balance
521729	Members Equity Business Online Saving Account	31/12/2022	Interest	\$2,690.15	\$1,058,500.48
521729	Members Equity Business Online Saving Account	11/01/2023	Interest	\$870.00	\$1,059,370.48
521729	Members Equity Business Online Saving Account	11/01/2023	Withdrawal	\$-1,059,370.48	\$0.00

**Total Interest for period: \$10,074.40 - \$703.92 = \$9,370.48**

You should check all entries appearing on this statement for errors.

Further information about your account is available by contacting Australian Moneymarket Pty Ltd on 07 3228 2688.

6 June 2023

Godfrey Family Super Fund  
C/- Mr John Peter Godfrey  
31 Constellation Crescent  
Bridgeman Downs, QLD 4035

Dear John

**Godfrey Family Super Fund  
Lump Sum Withdrawal**

I wish to make a Lump Sum withdrawal of \$5,050.00 from my accumulation account.

I confirm that I have met the Condition of Release of Attaining Age 65.

I understand that the current balance of my accumulation account is approximately \$5,050.00. The lump sum is comprised of the following components:

Taxable – Taxed Element:	\$5,050.00
Tax Free	\$0.00

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely

Mr John Godfrey  
31 Constellation Crescent  
Bridgeman Downs, QLD 4035

**MINUTES OF THE MEETING OF THE TRUSTEES OF  
GODFREY FAMILY SUPER FUND  
HELD ON 6 JUNE 2023 AT  
31 CONSTELLATION CRESCENT, BRIDGEMAN DOWNS QLD**

---

**PRESENT:** Maureen Godfrey  
John Godfrey

**LUMP SUM WITHDRAWAL:** The Fund acknowledges the receipt from Mr John Godfrey requesting the payment of a Lump Sum of \$5,050.00 from the accumulation balance, which consisted of the following components:

Taxable – Taxed Element:	\$5,050.00
Tax Free	\$0.00

**CONDITION OF RELEASE:** IT WAS RESOLVED that the member has satisfied the Condition of Release of Attaining Age 65 and the benefits as requested be paid forthwith.

**REVIEW OF TRUST DEED:** IT WAS RESOLVED that the payment of benefits a lump sum was allowed under the fund's trust deed.

**PAPERWORK:** IT WAS RESOLVED to request the fund's administrator to attend to the completion of the following paperwork where required to give effect to the lump sum payment:

- Register the fund for PAYG withholding tax for the purpose of withholding any relevant amounts from the lump sum if required; and
- A PAYG Payment Summary – superannuation lump sum form will be completed and forwarded to the member.

**CLOSURE:** There being no further business the meeting was closed.

..... Dated: ...../...../.....  
John Godfrey  
Chairperson

6 June 2023

Mr John Godfrey  
31 Constellation Crescent  
Bridgeman Downs, QLD 4035

Dear John

**Godfrey Family Super Fund  
Lump Sum Payment**

We confirm that your request for a Lump Sum payment has been completed.

An amount of \$5,050.00 has been paid as per your release instructions. This is comprised of the following components:

Taxable – Taxed Element:	\$5,050.00
Tax Free	\$0.00

An interim Member Statement is attached to confirm the balance of your account after this transaction.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely

Mr John Peter Godfrey  
31 Constellation Crescent  
Bridgeman Downs, QLD 4035

**Godfrey Family Super Fund  
Pension Withdrawal Limits  
For the Period 1 July 2022 to 30 June 2023**

**Mr John Godfrey  
YTD Summaries**

	Drawdowns to date	Rqd. for Minimum	Minimum	Rqd for Plan	Plan*	Remaining until Max	Maximum	Tax Free %
ABP_JG - 1	17,470.00	OK!	17,470.00	OK!	17,470.00	-	-	42.36%
ABP_JG - 2	220.00	OK!	220.00	OK!	220.00	-	-	0.00%
ABP_JG - 3	26,770.00	OK!	26,770.00	OK!	26,770.00	-	-	100.00%
ABP_JG - 4	720.00	OK!	720.00	OK!	720.00	-	-	0.00%

**Totals**

Gross Drawdowns	45,180.00	0.00	45,180.00	0.00	45,180.00
PAYG Tax	0.00	0.00	0.00	0.00	0.00
Net Drawdowns	45,180.00	0.00	45,180.00	0.00	45,180.00

Footnotes:

\*The plan amount is the annual pension review amount or the minimum amount where no review amount is recorded.

**Pension Payments**

ABP\_JG - 1

Date	Gross Amount	PAYG	Net Amount	Description
06/06/2023	17,470.00	0.00	17,470.00	part of \$74,000.00 PENSION PAYMENT
<b>Totals:</b>	<b>17,470.00</b>	<b>0.00</b>	<b>17,470.00</b>	

ABP\_JG - 2

Date	Gross Amount	PAYG	Net Amount	Description
06/06/2023	220.00	0.00	220.00	part of \$74,000.00 PENSION PAYMENT
<b>Totals:</b>	<b>220.00</b>	<b>0.00</b>	<b>220.00</b>	

ABP\_JG - 3

Date	Gross Amount	PAYG	Net Amount	Description
06/06/2023	26,770.00	0.00	26,770.00	part of \$74,000.00 PENSION PAYMENT
<b>Totals:</b>	<b>26,770.00</b>	<b>0.00</b>	<b>26,770.00</b>	

ABP\_JG - 4

Date	Gross Amount	PAYG	Net Amount	Description
06/06/2023	720.00	0.00	720.00	part of \$74,000.00 PENSION PAYMENT
<b>Totals:</b>	<b>720.00</b>	<b>0.00</b>	<b>720.00</b>	

**Godfrey Family Super Fund  
Pension Withdrawal Limits  
For the Period 1 July 2022 to 30 June 2023**

**Mrs Maureen Godfrey  
YTD Summaries**

	Drawdowns to date	Rqd. for Minimum	Minimum	Rqd for Plan	Plan*	Remaining until Max	Maximum	Tax Free %
ABP_MG - 1	16,390.00	OK!	16,390.00	OK!	16,390.00	-	-	45.51%
ABP_MG - 2	7,380.00	OK!	7,380.00	OK!	7,380.00	-	-	100.00%
ABP_MG - 3	0.00	OK!	0.00	OK!	0.00	-	-	66.85%

**Totals**

Gross Drawdowns	23,770.00	0.00	23,770.00	0.00	23,770.00			
PAYG Tax	0.00	0.00	0.00	0.00	0.00			
Net Drawdowns	23,770.00	0.00	23,770.00	0.00	23,770.00			

Footnotes:

\*The plan amount is the annual pension review amount or the minimum amount where no review amount is recorded.

**Pension Payments**

ABP\_MG - 1

Date	Gross Amount	PAYG	Net Amount	Description
06/06/2023	16,390.00	0.00	16,390.00	part of \$74,000.00 PENSION PAYMENT
<b>Totals:</b>	<b>16,390.00</b>	<b>0.00</b>	<b>16,390.00</b>	

ABP\_MG - 2

Date	Gross Amount	PAYG	Net Amount	Description
06/06/2023	7,380.00	0.00	7,380.00	part of \$74,000.00 PENSION PAYMENT
<b>Totals:</b>	<b>7,380.00</b>	<b>0.00</b>	<b>7,380.00</b>	

# TAX INVOICE

Godfrey Family Super Fund  
Attention: John

**Invoice Date**  
16 Dec 2022

**Invoice Number**  
INV-0055

**Reference**  
PROP-0274

**ABN**  
77 644 396 001

Connectus Accountants  
Pty Ltd  
GPO Box 233  
Sydney NSW 2001

Description	Quantity	Unit Price	GST	Amount AUD
Annual Financial Statements & Tax Return - SMSF	1.00	2,600.00	10%	2,600.00
Self Managed Superannuation Fund Annual Compliance.				
				\$158
				GST on 2022 accounting fee = \$23
This includes:				
Preparation of Fund Accounts & Financial Statements				Preparation and Lodgement of SMSF Annual Tax Return = \$150 + GST
Preparation of Fund Tax Return				Arrangements of audit for the fund = \$350 + GST
Preparation of Members Statements				
Calculation of min/max pension amounts				
Fund audit				
Lodgement with the Australian Taxation Office				
Note:				
If an actuarial certificate is required, this will be billed separately.				
			Subtotal	2,600.00
			TOTAL GST 10%	260.00
			<b>TOTAL AUD</b>	<b>2,860.00</b>
			Less Amount Paid	2,860.00
			<b>AMOUNT DUE AUD</b>	<b>0.00</b>

**Due Date: 23 Dec 2022**

PLEASE DO NOT PAY THIS INVOICE.

Payment will be automatically collected from your nominated payment method. No further action is required.

## Expenses Report

### Godfrey Family Super Fund

From 1 July 2022 Through 30 June 2023

Date	Position	Description	Amount Received/Paid
<b>Management Fees</b>			
01 Jul 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
02 Aug 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Sep 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
04 Oct 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Nov 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
05 Dec 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
05 Jan 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Feb 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
02 Mar 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
03 Apr 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
02 May 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Jun 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
<b>Total Management Fees</b>			<b>-12,100.08</b>
<b>Other Expenses</b>			
<b>Superannuation Expense</b>			
28 Dec 2022	Macquarie Cash Management Account	SMSF Admin & Accounting Fee	-2,860.00
31 Jan 2023	Macquarie Cash Management Account	SMSF Expense: Actuarial Certificate	-187.00
<b>Total Other Expenses</b>			<b>-3,047.00</b>

75% of GST = \$825  
 GST on previous year = \$825  
 Net amount = \$10,450.08

75% of GST = \$13  
 GST on previous year = \$13

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# Portfolio Valuation

## Godfrey Family Super Fund

As At: 30 June 2023

Security Name	Holding	Market Price \$	Market Value \$	Market Value %	Gross Estimated Yield %	Gross Estimated Income \$
<b>Domestic Equity</b>						
Arcor PLC	7,540.00	14.86	112,044.40	3.41	5.11	5,730.93
Aurizon Holdings Limited	27,430.00	3.92	107,525.60	3.28	6.20	6,668.38
Australia and New Zealand Banking Group Limited	4,500.00	23.71	106,695.00	3.25	9.72	10,374.98
BHP Group Limited	3,430.00	44.99	154,315.70	4.70	6.99	10,786.47
Brambles Limited	5,290.00	14.41	76,228.90	2.32	3.64	2,774.20
Challenger Limited	15,220.00	6.48	98,625.60	3.00	5.46	5,387.73
Commonwealth Bank of Australia	1,126.00	100.27	112,904.02	3.44	6.44	7,275.96
Healius Limited	27,930.00	3.18	88,817.40	2.71	1.47	1,309.82
Link Administration Holdings Limited	20,420.00	1.67	34,101.40	1.04	6.10	2,079.34
National Australia Bank Limited	4,270.00	26.37	112,599.90	3.43	9.10	10,245.55
Pexa Group Limited	2,715.00	13.61	36,951.15	1.13	0.00	0.00
Rio Tinto Limited	690.00	114.69	79,136.10	2.41	7.71	6,098.67
Suncorp Group Limited	5,990.00	13.49	80,805.10	2.46	8.03	6,485.43
Transurban Group	7,330.00	14.25	104,452.50	3.18	4.50	4,695.60
Wesfarmers Limited	1,090.00	49.34	53,780.60	1.64	5.75	3,094.37
Westpac Banking Corporation	5,880.00	21.34	125,479.20	3.82	9.45	11,861.48
Woodside Petroleum Limited	2,600.00	34.44	89,544.00	2.73	8.96	8,020.78
Woolworths Group Limited	1,452.00	39.73	57,687.96	1.76	4.09	2,360.18
<b>Total Domestic Equity:</b>			<b>1,631,694.53</b>	<b>49.71</b>		<b>105,249.86</b>
<b>Domestic Property</b>						
Charter Hall Long Wale REIT	23,270.00	4.01	93,312.70	2.84	6.53	6,089.52
Dexus	5,510.00	7.80	42,978.00	1.31	6.70	2,881.38
<b>Total Domestic Property:</b>			<b>136,290.70</b>	<b>4.15</b>		<b>8,970.89</b>

The information in this report is not intended to provide advice and is intended to provide general information only.

As At: 30 June 2023

Security Name	Holding	Market Price \$	Market Value \$	Market Value %	Gross Estimated Yield %	Gross Estimated Income \$
<b>Domestic Cash</b>						
Macquarie Accelerator Cash Account	1,458,760.97	1.00	1,458,760.97	44.44	4.50	65,644.24
Macquarie Cash Management Account	43,324.12	1.00	43,324.12	1.32	2.75	1,191.41
<b>Total Domestic Cash:</b>			<b>1,502,085.09</b>	<b>45.76</b>		<b>66,835.66</b>
<b>Unsettled Income</b>						
Australia and New Zealand Banking Group Limited			3,645.00			
Charter Hall Long Wale REIT			1,628.90			
Dexus			1,300.36			
National Australia Bank Limited			3,544.10			
Transurban Group			2,308.95			
<b>Total Unsettled Income:</b>			<b>12,427.31</b>	<b>0.38</b>		
<b>Grand Total:</b>			<b>3,282,497.63</b>			<b>181,056.41</b>



# Macquarie Cash Management Accelerator 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



MRS M T GODFREY &  
MR J GODFREY  
C/- CONNECTUS AFSL 1 LTD  
PO BOX 259  
FORTITUDE VALLEY QLD 4006

1 Shelley Street  
Sydney, NSW 2000

account balance **\$1,458,760.97**  
as at 30 Jun 23

account name MAUREEN THERESE GODFREY &  
JOHN GODFREY ATF  
GODFREY FAMILY SUPER FUND  
account no. 940681299

transaction	description	debits	credits	balance
30.12.22	OPENING BALANCE			0.00
10.01.23	Deposit TRANSFER FROM CMH 962083929		95,870.20	95,870.20
11.01.23	Deposit TRANSFER FROM CMH 962083929		1,059,370.48	1,155,240.68
31.01.23	Interest MACQUARIE ACCELERATOR INTEREST PAID*		2,202.12	1,157,442.80
28.02.23	Interest MACQUARIE ACCELERATOR INTEREST PAID*		2,952.39	1,160,395.19
31.03.23	Interest MACQUARIE ACCELERATOR INTEREST PAID*		3,398.49	1,163,793.68
28.04.23	Interest MACQUARIE ACCELERATOR INTEREST PAID*		3,185.32	1,166,979.00
26.05.23	Deposit TRANSFER FROM CMH 962083929		283,000.00	1,449,979.00
31.05.23	Interest MACQUARIE ACCELERATOR INTEREST PAID*		4,081.27	1,454,060.27
30.06.23	Interest MACQUARIE ACCELERATOR INTEREST PAID*		4,700.70	<b>1,458,760.97</b>

## how to make a transaction

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

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 500  
ACCOUNT NO. 940681299

deposits using BPay  
From another bank



Bill code: 423475  
Ref: 940 681 299

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



MRS M T GODFREY &  
MR J GODFREY  
C/- CONNECTUS AFSL 1 LTD  
PO BOX 259  
FORTITUDE VALLEY QLD 4006

1 Shelley Street  
Sydney, NSW 2000

account balance **\$43,324.12**  
as at 30 Jun 23

account name MAUREEN THERESE GODFREY &  
JOHN GODFREY ATF  
GODFREY FAMILY SUPER FUND  
account no. 962083929

transaction	description	debits	credits	balance
30.12.22	OPENING BALANCE			199,928.29
05.01.23	Funds transfer WESTWOOD GROUP FEE	1,008.34		198,919.95
10.01.23	Funds transfer TRANSACT TFR TO 940681299 MAUREEN THERES	95,870.20		103,049.75
11.01.23	Deposit SAME DAY DEPOSIT 1/MR JOHN PETER GODFREY		1,059,370.48	1,162,420.23
11.01.23	Funds transfer TRANSACT TFR TO 940681299 MAUREEN THERES	1,059,370.48		103,049.75
18.01.23	Deposit UMAX DST 001288057393		175.93	103,225.68
31.01.23	Interest MACQUARIE CMA INTEREST PAID*		233.68	103,459.36
31.01.23	Funds transfer WESTWOOD GROUP	187.00		103,272.36
01.02.23	Funds transfer WESTWOOD GROUP FEE	1,008.34		102,264.02
13.02.23	Deposit TCL DISTRIBUTION AUI23/00855444		1,942.45	104,206.47
14.02.23	Deposit CLW DST 001289339651		1,628.90	105,835.37

## 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. 962083929

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 962 083 929

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name MAUREEN THERESE GODFREY &  
JOHN GODFREY ATF  
GODFREY FAMILY SUPER FUND  
account no. 962083929

transaction	description	debits	credits	balance
28.02.23	Interest		MACQUARIE CMA INTEREST PAID* 162.03	105,997.40
28.02.23	Deposit		DXS DST 001289489322 1,542.80	107,540.20
02.03.23	Funds transfer	WESTWOOD GROUP FEE 1,008.34		106,531.86
21.03.23	Deposit		AMCOR PLC DIV MAR23/00859134 1,304.42	107,836.28
21.03.23	Deposit		CHALLENGER LTD MAR23/00817803 1,826.40	109,662.68
28.03.23	Deposit		WESFARMERS LTD INT23/01061494 1,443.20	111,105.88
29.03.23	Deposit		AZJ LIMITED MAR23/00845244 1,920.10	113,025.98
30.03.23	Deposit		CBA DIV 001291153286 2,805.60	115,831.58
30.03.23	Deposit		BHP GROUP DIV AI387/00419802 6,081.82	121,913.40
31.03.23	Interest		MACQUARIE CMA INTEREST PAID* 198.57	122,111.97
31.03.23	Deposit		SUN INTERIM DIV 001289827206 3,009.60	125,121.57
03.04.23	Funds transfer	WESTWOOD GROUP FEE 1,008.34		124,113.23
05.04.23	Deposit		WOODSIDE FIN22/00917841 5,601.44	129,714.67
11.04.23	Deposit		LNK DIV 001294912102 918.90	130,633.57
13.04.23	Deposit		WOW DIV 001294197639 966.92	131,600.49
13.04.23	Deposit		Brambles Limited S00065828227 1,938.40	133,538.89
20.04.23	Deposit		UMAX DST 001295417674 143.33	133,682.22
20.04.23	Deposit		RIO TINTO LTD AUF22/00166918 2,252.78	135,935.00
28.04.23	Interest		MACQUARIE CMA INTEREST PAID* 227.85	136,162.85
02.05.23	Funds transfer	WESTWOOD GROUP FEE 1,008.34		135,154.51
05.05.23	Deposit		434717 SOLD 5680 BXB @ 14.0611 79,814.39	214,968.90
05.05.23	Deposit		434715 SOLD 460 UMAX @ 20.3400 9,343.20	224,312.10
08.05.23	Deposit		435745 SOLD 550 WES @ 51.5903 28,355.95	252,668.05
08.05.23	Deposit		435744 SOLD 650 WOW @ 38.7900 25,196.86	277,864.91
11.05.23	Deposit		449441 SOLD 3130 SUN @ 12.5503 39,256.48	317,121.39
15.05.23	Deposit		CLW DST 001295691832 1,628.90	318,750.29

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name MAUREEN THERESE GODFREY &  
JOHN GODFREY ATF  
GODFREY FAMILY SUPER FUND  
account no. 962083929

	transaction	description	debits	credits	balance
23.05.23	Deposit	480503 SOLD 210 CBA @99.7100		20,925.28	339,675.57
26.05.23	Deposit	491519 SOLD 1020 HACK @8.6900		8,850.60	348,526.17
26.05.23	Funds transfer	TRANSACT TFR TO 940681299 MAUREEN THERES	283,000.00		65,526.17
31.05.23	Interest	MACQUARIE CMA INTEREST PAID*		483.91	66,010.08
01.06.23	Funds transfer	WESTWOOD GROUP FEE	1,008.34		65,001.74
05.06.23	Deposit	515590 SOLD 1030 BHP @42.0900		43,324.09	108,325.83
06.06.23	Funds transfer	PENSION PAYMENT	74,000.00		34,325.83
20.06.23	Deposit	AMCOR PLC DIV JUN23/00858586		1,389.62	35,715.45
27.06.23	Deposit	WBC DIVIDEND 001296083518		4,116.00	39,831.45
27.06.23	Deposit	JOINT ACCOUNT Maureen concession		3,403.40	43,234.85
30.06.23	Interest	MACQUARIE CMA INTEREST PAID*		89.27	43,324.12
		CLOSING BALANCE AS AT 30 JUN 23	1,518,477.72	1,361,873.55	43,324.12

\* Stepped interest rates for the period 31 December to 21 February: balances \$0.00 to \$4,999.99 earned 2.00% balances \$5,000.00 and above earned 2.00% pa (53 days); 22 February to 21 March: balances \$0.00 to \$4,999.99 earned 2.10% balances \$5,000.00 and above earned 2.10% pa (28 days); 22 March to 18 May: balances \$0.00 to \$4,999.99 earned 2.25% balances \$5,000.00 and above earned 2.25% pa (58 days); 19 May to 22 June: balances \$0.00 to \$4,999.99 earned 2.50% balances \$5,000.00 and above earned 2.50% pa (35 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)

# Cash Transaction Report

## Godfrey Family Super Fund

From 01 July 2022 Through 30 June 2023

### AMP SuperEdge Saver Account (AMPSUP.AMM)

<b>Opening Balance</b>			<b>350,357.29</b>
AMP SuperEdge Saver Account	Cash Deposit - AMP Cash Account Interest Received	01 Jul 2022	271.53
AMP SuperEdge Saver Account	Cash Deposit - AMP Cash Account Interest Received	01 Aug 2022	297.79
AMP SuperEdge Saver Account	Cash Deposit - AMP Cash Account Interest Received	15 Aug 2022	134.60
AMP SuperEdge Saver Account	Withdrawal: 351061.21@100 AMP SuperEdge Saver Account (AMPSUP)	15 Aug 2022	-351,061.21
			<b>Total: -350,357.29</b>
<b>Closing Balance</b>			

### Macquarie Accelerator Cash Account (MBLACC.AMM)

<b>Opening Balance</b>			<b>0.00</b>
Macquarie Accelerator Cash Account	Deposit: 95870.2@100 Macquarie Accelerator Cash Account (MBLACC)	10 Jan 2023	95,870.20
Macquarie Accelerator Cash Account	Deposit: 1059370.48@100 Macquarie Accelerator Cash Account (MBLACC)	11 Jan 2023	1,059,370.48
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	31 Jan 2023	2,202.12
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	28 Feb 2023	2,952.39
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	31 Mar 2023	3,398.49
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	28 Apr 2023	3,185.32
Macquarie Accelerator Cash Account	Deposit: 283000@100 Macquarie Accelerator Cash Account (MBLACC)	26 May 2023	283,000.00
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	31 May 2023	4,081.27
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	30 Jun 2023	4,700.70
			<b>Total: 1,458,760.97</b>
<b>Closing Balance</b>			

### Macquarie Cash Management Account (MBLCCMH.CASH)

<b>Opening Balance</b>			<b>100,049.34</b>
Macquarie Cash Management Account	Westwood Group Fee	01 Jul 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - ANZ.ASX Dividend	01 Jul 2022	5,623.20
Macquarie Cash Management Account	Corporate Action - NAB.ASX Dividend	05 Jul 2022	4,781.50
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	18 Jul 2022	160.52
Macquarie Cash Management Account	Corporate Action - HACK.AXW Dividend	18 Jul 2022	694.36

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Cash Transaction Summary

From 1 July 2022 Through 30 June 2023

Macquarie Cash Management Account	Cash Deposit - Sale: 2204@1431 Transurban Group (TCL)	20 Jul 2022	31,524.15
Macquarie Cash Management Account	Cash Deposit - Sale: 892@3098 Woodside Energy (WDS)	25 Jul 2022	27,620.20
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	29 Jul 2022	39.95
Macquarie Cash Management Account	Westwood Group Fee	02 Aug 2022	-1,008.34
Macquarie Cash Management Account	Cash Deposit - Sale: 521@379 Australia and New Zealand Banking Group Limited (ANZR)	05 Aug 2022	1,961.39
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 100000@100 Members Equity Business Online Saving Account (MEBUS)	12 Aug 2022	-100,000.00
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	12 Aug 2022	1,775.50
Macquarie Cash Management Account	Cash Deposit - Withdrawal: 351061.21@100 AMP SuperEdge Saver Account (AMPSUP)	15 Aug 2022	351,061.21
Macquarie Cash Management Account	Corporate Action - TCL.ASX Dividend	23 Aug 2022	190.68
Macquarie Cash Management Account	Corporate Action - TCL.ASX Dividend	23 Aug 2022	2,288.16
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 350000@100 Members Equity Business Online Saving Account (MEBUS)	29 Aug 2022	-350,000.00
Macquarie Cash Management Account	Corporate Action - DXS.ASX Distribution	30 Aug 2022	1,132.38
Macquarie Cash Management Account	Corporate Action - DXS.ASX Dividend	30 Aug 2022	256.14
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Aug 2022	187.49
Macquarie Cash Management Account	Westwood Group Fee	01 Sep 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - NSR.ASX Dividend	02 Sep 2022	2,135.70
Macquarie Cash Management Account	Corporate Action - SUN.ASX Dividend	21 Sep 2022	1,550.40
Macquarie Cash Management Account	Corporate Action - AZJ.ASX Dividend	21 Sep 2022	2,989.87
Macquarie Cash Management Account	Corporate Action - CGF.ASX Dividend	21 Sep 2022	1,750.30
Macquarie Cash Management Account	Corporate Action - HLS.ASX Dividend	21 Sep 2022	1,675.80
Macquarie Cash Management Account	Corporate Action - RIO.ASX Dividend	22 Sep 2022	4,719.51
Macquarie Cash Management Account	Cash Deposit - Sale: 39550@240 National Storage REIT (NSR)	23 Sep 2022	94,857.99
Macquarie Cash Management Account	Cash Deposit - Sale: 4160@707 AGL Energy Limited (AGL)	23 Sep 2022	29,391.78
Macquarie Cash Management Account	Cash Deposit - Sale: 3310@2382 Australia and New Zealand Banking Group Limited (ANZ)	23 Sep 2022	78,792.16
Macquarie Cash Management Account	Cash Deposit - Sale: 1940@3847 BHP Group Limited (BHP)	23 Sep 2022	74,582.54
Macquarie Cash Management Account	Cash Deposit - Sale: 530@9631 Commonwealth Bank of Australia (CBA)	23 Sep 2022	51,010.61
Macquarie Cash Management Account	Cash Deposit - Sale: 2280@3017 National Australia Bank Limited (NAB)	23 Sep 2022	68,742.20
Macquarie Cash Management Account	Cash Deposit - Sale: 540@9359 Rio Tinto Limited (RIO)	23 Sep 2022	50,505.25
Macquarie Cash Management Account	Cash Deposit - Sale: 3030@2188 Westpac Banking Corporation (WBC)	23 Sep 2022	66,252.64
Macquarie Cash Management Account	Cash Deposit - Sale: 1680@3294 Woodside Petroleum Limited (WDS)	23 Sep 2022	55,302.68
Macquarie Cash Management Account	Corporate Action - BHP.ASX Dividend	23 Sep 2022	16,331.77
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 600000@100 Members Equity Business Online Saving Account (MEBUS)	26 Sep 2022	-600,000.00
Macquarie Cash Management Account	Corporate Action - WOW.ASX Dividend	27 Sep 2022	1,114.06
Macquarie Cash Management Account	Corporate Action - AGL.ASX Dividend	27 Sep 2022	416.00
Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	28 Sep 2022	1,301.40
Macquarie Cash Management Account	Corporate Action - CBA.ASX Dividend	29 Sep 2022	3,918.60
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Sep 2022	131.92
Macquarie Cash Management Account	Westwood Group Fee	04 Oct 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - WES.ASX Dividend	06 Oct 2022	1,640.00
Macquarie Cash Management Account	Corporate Action - WDS.ASX Dividend	06 Oct 2022	6,845.99
Macquarie Cash Management Account	Corporate Action - BXB.ASX Dividend	13 Oct 2022	1,892.33
Macquarie Cash Management Account	Corporate Action - LNK.ASX Dividend	14 Oct 2022	1,633.60
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	18 Oct 2022	178.81
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Oct 2022	109.59
Macquarie Cash Management Account	Westwood Group Fee	01 Nov 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	11 Nov 2022	1,628.90
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Nov 2022	127.20
Macquarie Cash Management Account	Westwood Group Fee	05 Dec 2022	-1,008.34

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Cash Transaction Summary

From 1 July 2022 Through 30 June 2023

Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	13 Dec 2022	1,465.78
Macquarie Cash Management Account	Corporate Action - NAB.ASX Dividend	14 Dec 2022	3,330.60
Macquarie Cash Management Account	Corporate Action - ANZ.ASX Dividend	15 Dec 2022	3,330.00
Macquarie Cash Management Account	Corporate Action - WBC.ASX Dividend	20 Dec 2022	3,763.20
Macquarie Cash Management Account	ATO Tax Refund	22 Dec 2022	95,870.20
Macquarie Cash Management Account	SMSF Admin & Accounting Fee	28 Dec 2022	-2,860.00
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Dec 2022	202.78
Macquarie Cash Management Account	Westwood Group Fee	05 Jan 2023	-1,008.34
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 95870.2@100 Macquarie Accelerator Cash Account (MBLACC)	10 Jan 2023	-95,870.20
Macquarie Cash Management Account	Cash Deposit - Withdrawal: 1059370.48@100 Members Equity Business Online Saving Account (MEBUS)	11 Jan 2023	1,059,370.48
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 1059370.48@100 Macquarie Accelerator Cash Account (MBLACC)	11 Jan 2023	-1,059,370.48
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	18 Jan 2023	175.93
Macquarie Cash Management Account	SMSF Expense: Actuarial Certificate	31 Jan 2023	-187.00
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Jan 2023	233.68
Macquarie Cash Management Account	Westwood Group Fee	01 Feb 2023	-1,008.34
Macquarie Cash Management Account	Corporate Action - TCL.ASX Dividend	13 Feb 2023	1,942.45
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	14 Feb 2023	1,628.90
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	28 Feb 2023	162.03
Macquarie Cash Management Account	Corporate Action - DXS.ASX Dividend	28 Feb 2023	1,542.80
Macquarie Cash Management Account	Westwood Group Fee	02 Mar 2023	-1,008.34
Macquarie Cash Management Account	Corporate Action - CGF.ASX Dividend	21 Mar 2023	1,826.40
Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	21 Mar 2023	1,304.42
Macquarie Cash Management Account	Corporate Action - WES.ASX Dividend	28 Mar 2023	1,443.20
Macquarie Cash Management Account	Corporate Action - AZJ.ASX Dividend	29 Mar 2023	1,920.10
Macquarie Cash Management Account	Corporate Action - CBA.ASX Dividend	30 Mar 2023	2,805.60
Macquarie Cash Management Account	Corporate Action - BHP.ASX Dividend	30 Mar 2023	6,081.82
Macquarie Cash Management Account	Corporate Action - SUN.ASX Dividend	31 Mar 2023	3,009.60
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Mar 2023	198.57
Macquarie Cash Management Account	Westwood Group Fee	03 Apr 2023	-1,008.34
Macquarie Cash Management Account	Corporate Action - WDS.ASX Dividend	05 Apr 2023	5,601.44
Macquarie Cash Management Account	Corporate Action - LNK.ASX Dividend	11 Apr 2023	918.90
Macquarie Cash Management Account	Corporate Action - WOW.ASX Dividend	13 Apr 2023	966.92
Macquarie Cash Management Account	Corporate Action - BXB.ASX Dividend	13 Apr 2023	1,938.40
Macquarie Cash Management Account	Corporate Action - RIO.ASX Dividend	20 Apr 2023	2,252.78
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	20 Apr 2023	143.33
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	28 Apr 2023	227.85
Macquarie Cash Management Account	Westwood Group Fee	02 May 2023	-1,008.34
Macquarie Cash Management Account	Cash Deposit - Sale: 460@2034 Betashares S&P 500 Yield Maximiser Fund (UMAX)	05 May 2023	9,343.20
Macquarie Cash Management Account	Cash Deposit - Sale: 5680@1406 Brambles Limited (BXB)	05 May 2023	79,814.39
Macquarie Cash Management Account	Cash Deposit - Sale: 650@3879 Woolworths Group Limited (WOW)	08 May 2023	25,196.86
Macquarie Cash Management Account	Cash Deposit - Sale: 550@5159 Wesfarmers Limited (WES)	08 May 2023	28,355.95
Macquarie Cash Management Account	Cash Deposit - Sale: 3130@1255 Suncorp Group Limited (SUN)	11 May 2023	39,256.48
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	15 May 2023	1,628.90
Macquarie Cash Management Account	Cash Deposit - Sale: 210@9971 Commonwealth Bank of Australia (CBA)	23 May 2023	20,925.28
Macquarie Cash Management Account	Cash Deposit - Sale: 1020@869 Betashares Global Cybersecurity ETF (HACK)	26 May 2023	8,850.60
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 283000@100 Macquarie Accelerator Cash Account (MBLACC)	26 May 2023	-283,000.00
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 May 2023	483.91

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

**Cash Transaction Summary**

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Macquarie Cash Management Account	Westwood Group Fee	01 Jun 2023	-1,008.34
Macquarie Cash Management Account	Cash Deposit - Sale: 1030@4209 BHP Group Limited (BHP)	05 Jun 2023	43,324.09
Macquarie Cash Management Account	Cash Transfer Out: Pension Payment (\$46,922 John, \$27,078 Maureen)	06 Jun 2023	-74,000.00
Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	20 Jun 2023	1,389.62
Macquarie Cash Management Account	Corporate Action - WBC.ASX Dividend	27 Jun 2023	4,116.00
Macquarie Cash Management Account	Cash Transfer In: Member Concessional (Maureen)	27 Jun 2023	3,403.40
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Jun 2023	89.27
<b>Total:</b>			<b>-56,725.22</b>
<b>Closing Balance</b>			<b>43,324.12</b>

**Members Equity Business Online Saving Account (MEBUS.AMM)**

<b>Opening Balance</b>			<b>0.00</b>
Members Equity Business Saving Account	Deposit: 100000@100 Members Equity Business Online Saving Account (MEBUS)	12 Aug 2022	100,000.00
Members Equity Business Saving Account	Deposit: 350000@100 Members Equity Business Online Saving Account (MEBUS)	29 Aug 2022	350,000.00
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	31 Aug 2022	150.42
Members Equity Business Saving Account	Deposit: 600000@100 Members Equity Business Online Saving Account (MEBUS)	26 Sep 2022	600,000.00
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	30 Sep 2022	975.05
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	31 Oct 2022	2,231.84
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	30 Nov 2022	2,453.02
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	31 Dec 2022	2,690.15
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	11 Jan 2023	870.00
Members Equity Business Saving Account	Withdrawal: 1059370.48@100 Members Equity Business Online Saving Account (MEBUS)	11 Jan 2023	-1,059,370.48
<b>Total:</b>			<b>0.00</b>
<b>Closing Balance</b>			

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.



1 August 2022

037



John Peter Godfrey & Maureen Therese Godfrey ATF Godfrey Family Super Fund  
GPO BOX 330  
BRISBANE QLD 4000

### Your contacts

E [info@ampbanking.com.au](mailto:info@ampbanking.com.au)  
W [amp.com.au](http://amp.com.au)  
T 13 30 30 F 1300 555 503  
AMP Bank  
Reply Paid 79702 Parramatta NSW 2124

### Account details

BSB	ACCOUNT NUMBER
939 200	705899078

## AMP SuperEdge Saver Account

### Account summary

Account name	John Peter Godfrey & Maureen Therese Godfrey ATF Godfrey Family Super Fund
Statement period	1 May 2022 - 31 July 2022
Statement number	02

### Transaction details

Date	Transaction description	Debits \$	Credits \$	Balance \$
	Opening balance			100,124.14 cr
01/05/2022	Credit Interest to 30/04/2022		82.29	100,206.43 cr
16/05/2022	Direct Entry Credit Item Ref: AMM 499923-5 GODFREY FAMILY S		150,000.00	250,206.43 cr
01/06/2022	Credit Interest to 31/05/2022		150.86	250,357.29 cr
07/06/2022	Direct Entry Credit Item Ref: AMM 499923-7 GODFREY FAMILY S		100,000.00	350,357.29 cr
01/07/2022	Credit Interest to 30/06/2022		271.53	350,628.82 cr
	Closing balance			350,628.82 cr
<b>Total</b>		<b>\$0.00</b>	<b>\$250,504.68</b>	<b>\$350,628.82 cr</b>

00935

### Interest details

Interest period	Interest earned	Interest charged
This financial year	\$271.53	\$0.00
This statement period	\$504.68	\$0.00

### If you want to dispute any transactions on your account

You should always check the transactions on your statement to make sure they're correct. If you'd like to dispute a transaction free of charge, contact us at [info@ampbanking.com.au](mailto:info@ampbanking.com.au) or on 13 30 30. You can also refer to our **Account access and operating terms and conditions**. It outlines our internal dispute resolution process and includes other details about using your account. You can get a copy at [amp.com.au/bankterms](http://amp.com.au/bankterms) or by calling us.



17 August 2022

R04



John Peter Godfrey & Maureen Therese Godfrey ATF Godfrey Family Super Fund  
GPO BOX 330  
BRISBANE QLD 4000

### Your contacts

E [info@ampbanking.com.au](mailto:info@ampbanking.com.au)  
W [amp.com.au](http://amp.com.au)  
T 13 30 30 F 1300 555 503

AMP Bank  
Reply Paid 79702 Parramatta NSW 2124

### Account details

BSB ACCOUNT NUMBER  
939 200 705899078

## AMP SuperEdge Saver Account

### Account summary

Account name	John Peter Godfrey & Maureen Therese Godfrey ATF Godfrey Family Super Fund
Statement period	1 August 2022 - 15 August 2022
Statement number	03

### Transaction details

Date	Transaction description	Debits \$	Credits \$	Balance \$
	Opening balance			350,628.82 cr
01/08/2022	Credit Interest to 31/07/2022		297.79	350,926.61 cr
15/08/2022	Credit Interest to 14/08/2022		134.60	351,061.21 cr
15/08/2022	Withdrawal Direct Credit	351,061.21		0.00 cr
	Closing balance			0.00 cr
<b>Total</b>		<b>\$351,061.21</b>	<b>\$432.39</b>	<b>\$0.00 cr</b>

### Interest details

Interest period	Interest earned	Interest charged
This financial year	\$703.92	01104
This statement period	\$432.39	\$0.00

### If you want to dispute any transactions on your account

You should always check the transactions on your statement to make sure they're correct. If you'd like to dispute a transaction free of charge, contact us at [info@ampbanking.com.au](mailto:info@ampbanking.com.au) or on 13 30 30. You can also refer to our **Account access and operating terms and conditions**. It outlines our internal dispute resolution process and includes other details about using your account. You can get a copy at [amp.com.au/bankterms](http://amp.com.au/bankterms) or by calling us.



Level 28, 360 Elizabeth St, Melbourne, VIC 3000  
GPO Box 1345, Melbourne, VIC 3001

October 1, 2022

MR JOHN PETER GODFREY AND MRS MAUREEN THERESE GODFREY ATF GODFREY FAMILY SUPER FUND  
C/O AUSTRALIAN MONEYMARKET PTY LTD LEVEL 18, 344 QUEEN STREET  
Brisbane, QLD 4001  
AUSTRALIA

## Business Online Savings Account Statement

Statement Period July 1, 2022 to September 30, 2022 inclusive

Account Currency: AUD  
Account Number: 2460879  
Interest Rate:  
Effective Date:

Date	Reference No	Transfer Type	Rate	Debit Amount	Credit Amount	Balance
01-Jul-2022		Opening Balance	1.40%	0.00		0.00
12-Aug-2022	2060212	PRINCIPAL	1.80%		100,000.00	100,000.00
29-Aug-2022	2077998	PRINCIPAL	1.80%		350,000.00	450,000.00
31-Aug-2022	2168297	INTEREST	1.80%		150.42	450,150.42
19-Sep-2022		RATE_CHANGE	2.50%			450,150.42
26-Sep-2022	2283757	PRINCIPAL	2.50%		600,000.00	1,050,150.42
30-Sep-2022	2322641	INTEREST	2.50%		975.05	1,051,125.47
30-Sep-2022		Closing Balance	2.50%		1,051,125.47	1,051,125.47

This confirmation is computer generated and therefore issued unsigned. Please check all entries in this confirmation and notify ME Bank immediately of any errors or omissions by contacting us by email at [treasury@mebank.com.au](mailto:treasury@mebank.com.au) or by calling 03 9708 3233.

Please retain this letter for taxation purposes.

ME Bank - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616





Level 28, 360 Elizabeth St, Melbourne, VIC 3000  
GPO Box 1345, Melbourne, VIC 3001

March 31, 2023

MR JOHN PETER GODFREY AND MRS MAUREEN THERESE GODFREY ATF GODFREY FAMILY SUPER FUND  
C/O Australian Money Market, Level 9, 324 Queens Street  
Brisbane, QLD 4000  
AUSTRALIA

## Business Online Savings Account Statement

Statement Period December 31, 2022 to March 31, 2023 inclusive

Account Currency: AUD  
Account Number: 2460879  
Interest Rate:  
Effective Date:

Date	Reference No	Transfer Type	Rate	Debit Amount	Credit Amount	Balance
31-Dec-2022		Opening Balance	3.00%		1,058,500.48	1,058,500.48
11-Jan-2023	2925899	INTEREST	3.00%		870.00	1,059,370.48
11-Jan-2023	2925902	PRINCIPAL	3.00%	1,059,370.48		0.00
31-Jan-2023	2925900	INTEREST	3.00%	0.00		0.00
23-Feb-2023		RATE_CHANGE	3.25%			0.00
28-Feb-2023	3051099	INTEREST	3.25%	0.00		0.00
31-Mar-2023	3223473	INTEREST	3.25%	0.00		0.00
31-Mar-2023		Closing Balance	3.25%	0.00		0.00

This confirmation is computer generated and therefore issued unsigned. Please check all entries in this confirmation and notify ME Bank immediately of any errors or omissions by contacting us by email at [treasury@mebank.com.au](mailto:treasury@mebank.com.au) or by calling 03 9708 3233.

Please retain this letter for taxation purposes.

ME Bank - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616



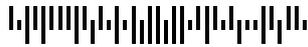
All Registry communications to:  
Link Market Services Limited  
Locked Bag A14, Sydney South, NSW 1235  
Enquiries (within Australia): 1300 303 063  
(outside Australia): +61 1300 303 063  
ASX Code: CLW  
Email: charterhall@linkmarketservices.com.au  
Website: www.linkmarketservices.com.au



Charter Hall WALE Limited  
ABN 20 610 772 202  
ACN 610 772 202  
AFSL 486721

As responsible entity of the Charter Hall Long WALE REIT ("CLW")

**DISTRIBUTION ADVICE  
DIRECT CREDIT**



037 011314

MR JOHN PETER GODFREY &  
MRS MAUREEN THERESE GODFREY  
<GODFREY FAMILY SF A/C>  
C/- WHITEHAVEN PRIVATE PORTFOL  
PO BOX 259  
FORTITUDE VALLEY QLD 4006

**Holder Identification Number (HIN):** X\*\*\*\*\*0844  
**Payment Date:** 14 August 2023  
**Record Date:** 30 June 2023  
**TFN/ABN Status:** Quoted

**Distribution statement for the period ended 30 June 2023**

Security description	Class	Amount per stapled security	Number of stapled securities	Gross distribution
CLW	Stapled Securities	7.00 cents	23,270	\$1,628.90
<b>Net distribution</b>				<b>\$1,628.90</b>

**Notes to Charter Hall Long WALE REIT (CLW) distribution statement**

- (a) Please note the Distribution Reinvestment Plan (DRP) is not applicable to this distribution.  
(b) Income is taxable in the year of entitlement rather than the tax year of receipt. All distributions are calculated in Australian dollars and withholding tax has been deducted where applicable.

**Note for custodians and other intermediaries**

Charter Hall WALE Limited has given notice for purposes of the 'fund payment' rules in Schedule 1 of the Taxation Administration Act 1953. The notice has been placed on CLW's website at www.longwalereit.com.au.

**Further Information**

If you require further information on your holding, please contact Link Market Services Limited on the above contact details.

**We recommend you seek professional advice if you have questions about your personal tax position.**

**This statement contains important information; please retain this statement for taxation purposes as a charge may be levied for a replacement.**

**Banking Instructions**

**Net distribution of \$1,628.90 was credited to the following bank account:**

MACQUARIE BANK  
ACCOUNT NAME: MAUREEN THERESE GODFREY & JOHN G  
BSB: 182-512 ACC: \*\*\*\*\*3929  
DIRECT CREDIT REFERENCE: 001299048538

**ADVICE ONLY**

Security Registry  
 C/- Link Market Services Limited  
 Locked Bag A14, Sydney South, NSW 1235  
 Free Call: 1800 819 675  
 Telephone (outside Australia): +61 1800 819 675  
 ASX Code: DXS  
 Email: [dexus@linkmarketservices.com.au](mailto:dexus@linkmarketservices.com.au)  
 Website: [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au)



037 010519

MR JOHN PETER GODFREY &  
 MRS MAUREEN THERESE GODFREY  
 <GODFREY FAMILY SF A/C>  
 C/- WHITEHAVEN PRIVATE PORTFOL  
 PO BOX 259  
 FORTITUDE VALLEY QLD 4006

Payment date: 30 August 2023  
 Record date: 30 June 2023  
 Reference no: X\*\*\*\*\*0844  
 TFN/ABN RECEIVED AND RECORDED  
 Security Price at 30 June 2023: \$7.80  
 Value of Holding at 30 June 2023: \$42,978.00

## Distribution Statement

This amount represents a distribution from Dexus (DXS) for the period 1 January 2023 to 30 June 2023 payable on stapled securities entitled to participate in the distribution at the record date.

Description of securities	Rate per security	Participating securities	Distribution amount
DPT distribution	18.951282 cents	5,510	\$1,044.22
DXO distribution	4.648718 cents	5,510	\$256.14
Total distribution	23.6 cents		\$1,300.36
<b>Net Amount:</b>			\$1,300.36

## BANKING INSTRUCTIONS

MACQUARIE BANK  
 ACCOUNT NAME: MAUREEN THERESE GODFREY & JOHN G  
 BSB: 182-512 ACC NO.: \*\*\*\*\*3929  
 Direct Credit Reference Number: 001299348759

A Dexus security comprises a unit in each of Dexus Property Trust (DPT) and the Dexus Operations Trust (DXO)

Non-resident investors and their custodians can obtain relevant notices necessary for the purposes of subdivision 12-H of Schedule 1 to the Taxation Administration Act, 1953 at [www.dexus.com/dxs](http://www.dexus.com/dxs).

An Investor Services Login is available at [www.dexus.com/update](http://www.dexus.com/update) where you can view, update or obtain necessary forms to manage your security details. Please note, broker sponsored holders (i.e. where your reference number starts with "X") must advise their change of address through their broker.

Market announcements, reports, presentations, distributions, tax, security price apportionment and governance information can be obtained at [www.dexus.com/investor-centre](http://www.dexus.com/investor-centre).

Please retain this statement in a safe place as a charge may be levied for a replacement.

030474 037 TCL



MR JOHN PETER GODFREY &  
 MRS MAUREEN THERESE GODFREY  
 <GODFREY FAMILY SF A/C>  
 C/- WHITEHAVEN PRIVATE PORTFOL  
 PO BOX 259  
 FORTITUDE VALLEY QLD 4006

## Update Your Information



[www.computershare.com.au/easyupdate/tcl](http://www.computershare.com.au/easyupdate/tcl)



Computershare Investor Services Pty Limited  
 GPO Box 2975 Melbourne  
 Victoria 3001 Australia



(within Australia) 1300 360 146  
 (international) +61 3 9415 4315

Holder Identification Number (HIN)	HIN WITHHELD
ASX Code	TCL
TFN/ABN Status	Quoted
Record Date	30 June 2023
Payment Date	21 August 2023
Direct Credit Reference No.	852987

## Distribution on Stapled Securities

Set out below are the details of your August 2023 distribution totalling 31.5 cents per security (less withholding tax where applicable).

Transurban Holdings Limited Dividend <sup>1</sup>	Triple Stapled Securities
Dividend per Security (cents)	1.00
Number of Securities	7,330
Dividend - Franked	\$73.30
Dividend - Unfranked	\$0.00
<b>Net Dividend</b>	<b>\$73.30</b>
Franking Credit	\$31.41

Transurban Holding Trust Distribution <sup>2</sup>	Triple Stapled Securities
Distribution per Security (cents)	30.50
Number of Securities	7,330
Non-Assessable Component	\$1,273.55
Interest Income	\$433.72
Rent and Other Income <sup>3</sup>	\$480.55
Non-Concessional MIT Income (NCMI)	\$27.15
Discounted Capital Gains TARP	\$5.96
Other Capital Gains Distribution	\$5.96
Franked Distribution	\$8.76
<b>Gross Distribution</b>	<b>\$2,235.65</b>
Australian Tax Withheld	\$0.00
<b>Net Distribution</b>	<b>\$2,235.65</b>
Franking Credit	\$3.75

Total	
Number of Securities at Record Date	7,330
Total Dividend and Distribution per Security (cents)	31.50
Total Gross Dividend and Distribution	\$2,308.95
Total Australian Tax Withheld	\$0.00
Non-Assessable Component	\$1,273.55
Total Net Dividend and Distribution	\$2,308.95
Total Franking Credits	\$35.16

### Payment Instructions

Bank Name	MACQUARIE BANK LTD
BSB	182-512
Account Number	XXXXXXX29
Amount Deposited	A\$2,308.95

**Important information is contained on the back of this page**



## Update your details online - it's fast and secure.

To update your banking instructions, Distribution Reinvestment Plan election, Tax File Number or electronic communications, simply visit [www.computershare.com.au/easyupdate/tcl](http://www.computershare.com.au/easyupdate/tcl).

If you do not have access to the internet, please call **1300 360 146** (within Australia) or **+61 3 9415 4315** (international) to speak with a Customer Service Representative.

**Godfrey Family Super Fund**  
**ABN: 60 945 033 893**  
**Activity Statement Preparation Report - Detail**  
**For the period 1 July 2022 to 30 June 2023**

**GST Detail**

Description	Return Item	Gross (Inc GST)	GST
<b><i>Income (GST Collected)</i></b>			
<b><i>Sales Detail</i></b>			
Cash Deposit - MBL Cash Account Interest Received		3,185.32	0.00
Cash Deposit - MEB Cash Account Interest Received		2,231.84	0.00
Cash Deposit - MEB Cash Account Interest Received		2,453.02	0.00
Cash Deposit - AMP Cash Account Interest Received		271.53	0.00
Cash Deposit - AMP Cash Account Interest Received		297.79	0.00
Cash Deposit - MEB Cash Account Interest Received		150.42	0.00
Cash Deposit - AMP Cash Account Interest Received		134.60	0.00
Cash Deposit - MBL Cash Account Interest Received		2,202.12	0.00
Cash Deposit - MBL Cash Account Interest Received		2,952.39	0.00
Cash Deposit - MBL Cash Account Interest Received		3,398.49	0.00
Cash Deposit - MEB Cash Account Interest Received		975.05	0.00
Cash Deposit - MEB Cash Account Interest Received		2,690.15	0.00
Cash Deposit - MEB Cash Account Interest Received		870.00	0.00
MACQUARIE ACCELERATOR INTEREST PAID		4,081.27	0.00
MACQUARIE CMA INTEREST PAID		483.91	0.00
MACQUARIE CMA INTEREST PAID		89.27	0.00
MACQUARIE ACCELERATOR INTEREST PAID		4,700.70	0.00
MACQUARIE CMA INTEREST PAID		39.95	0.00
MACQUARIE CMA INTEREST PAID		187.49	0.00
MACQUARIE CMA INTEREST PAID		131.92	0.00
MACQUARIE CMA INTEREST PAID		202.78	0.00
MACQUARIE CMA INTEREST PAID		162.03	0.00
MACQUARIE CMA INTEREST PAID		198.57	0.00
MACQUARIE CMA INTEREST PAID		109.59	0.00
MACQUARIE CMA INTEREST PAID		127.20	0.00
MACQUARIE CMA INTEREST PAID		233.68	0.00
MACQUARIE CMA INTEREST PAID		227.85	0.00
<b>Total Sales</b>	<b>G1</b>	<b>32,788.93</b>	<b>0.00</b>
<b><i>Export Sales Detail</i></b>			
Nil			
<b>Export Sales</b>	<b>G2</b>		
<b><i>Other GST-Free Sales Detail</i></b>			
<b>Other GST-Free Sales</b>	<b>G3</b>		
<b>Total GST Collect on Sales</b>	<b>1A</b>		<b>0.00</b>

***Outgoings (GST Paid)***

***Capital Purchases Detail***

Nil			
<b>Capital Purchases</b>	<b>G10</b>		

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**Godfrey Family Super Fund**

**ABN: 60 945 033 893**

**Activity Statement Preparation Report - Detail**

**For the period 1 July 2022 to 30 June 2023**

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**Non-Capital Purchases Detail**

WESTWOOD GROUP		187.00	26.00
CONNECTUSACC CONNECTUS_N2AeAkVN		385.00	0.00
CONNECTUSACC CONNECTUS_N2AeAkVN		2,475.00	181.00
WESTWOOD GROUP FEE		1,008.34	68.75
WESTWOOD GROUP FEE		1,008.34	68.75
WESTWOOD GROUP FEE		1,008.34	68.75
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WESTWOOD GROUP FEE		1,008.34	68.75
WESTWOOD GROUP FEE		1,008.34	68.75
GST on 2022 IMS Fee		(825.00)	0.00
<b>Non-Capital Purchases</b>	<b>G11</b>	<b>14,322.08</b>	<b>1,032.00</b>
<b>Total GST Paid on Purchases</b>	<b>1B</b>		<b>1,032.00</b>

**Godfrey Family Super Fund**  
**ABN: 60 945 033 893**  
**Activity Statement Preparation Report - Detail**  
**For the period 1 July 2022 to 30 June 2023**

**PAYG Withholding Tax Detail**

Description	Return Item	Gross	Tax Withheld
<b>Benefit Payment Detail</b>			
<i>John Godfrey</i>			
		0.00	0.00
<i>Maureen Godfrey</i>			
			0.00
Total Benefit Payments	<b>W1</b>		
Amounts withheld from benefit payments (W1)	<b>W2</b>		<b>0.00</b>
Total Amounts Withheld	<b>W5</b>		<b>0.00</b>

Transactions: GST Payable/Refundable - Godfrey Family Super Fund

Date Range: 01/07/2022 to 30/06/2023

**GST Payable/Refundable**

	Date	Narrative	Debit	Credit	Balance	Quantity
GST Payable/Refundable						
	01/07/2022	Opening Balance	\$	0.00	\$ 0.00	Cr
	01/07/2022	GST on 2022 IMS Fee	\$ 825.00	\$	\$ 825.00	Dr
	01/07/2022	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 893.75	Dr
	02/08/2022	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 962.50	Dr
	01/09/2022	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,031.25	Dr
	04/10/2022	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,100.00	Dr
	01/11/2022	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,168.75	Dr
	05/12/2022	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,237.50	Dr
	28/12/2022	CONNECTUSACC CONNECTUS_N2AeAKV	\$ 181.00	\$	\$ 1,418.50	Dr
	05/01/2023	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,487.25	Dr
	31/01/2023	WESTWOOD GROUP	\$ 26.00	\$	\$ 1,513.25	Dr
	01/02/2023	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,582.00	Dr
	02/03/2023	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,650.75	Dr
	03/04/2023	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,719.50	Dr
	02/05/2023	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,788.25	Dr
	01/06/2023	WESTWOOD GROUP FEE	\$ 68.75	\$	\$ 1,857.00	Dr
		Total GST Payable/Refundable	\$ 1,857.00	\$ 0.00	\$ 1,857.00	Dr
		Total GST Payable/Refundable	\$ 1,857.00	\$ 0.00	\$ 1,857.00	Dr



## Income tax 551

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<b>Date generated</b>	09 November 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

4 results found - from **09 November 2021** to **09 November 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
19 Dec 2022	22 Dec 2022	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$95,870.20		\$0.00
16 Dec 2022	16 Dec 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$95,870.20	\$95,870.20 CR
17 Dec 2021	22 Dec 2021	EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$25,156.30		\$0.00
15 Dec 2021	15 Dec 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$25,156.30	\$25,156.30 CR

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

**Agent** CONNECTUS ACCOUNTANTS  
**Client** THE TRUSTEE FOR GODFREY  
FAMILY SUPER FUND  
**ABN** 60 945 033 893  
**TFN** 938 704 616

## Activity statement 001

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<b>Date generated</b>	09 November 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

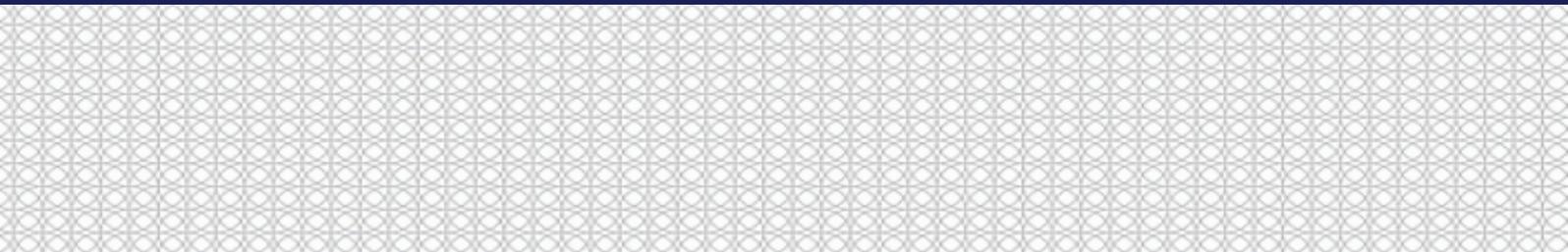
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0 results found - from **09 November 2021** to **09 November 2023** sorted by **processed date** ordered **newest to oldest**



# Godfrey Family Super Fund

Annual Investment and Taxation Report for the  
Period Ending 30 June 2023



## Portfolio Overview

### Godfrey Family Super Fund

From 1 July 2022 Through 30 June 2023

<b>Opening Market Value</b>		3,025,859.35
<hr/>		
Net Contributions / Withdrawals		25,273.60
Net Asset Movement		93,848.11
Income		152,663.65
Management Fees		(12,100.08)
Other Expenses		(3,047.00)
<hr/>		
<b>Closing Market Value</b>		<b>3,282,497.63</b>
Tax Credits Received		41,808.81
<hr/>		
Net Return		9.00%

# Portfolio Valuation

## Godfrey Family Super Fund

As At: 30 June 2023

Security Name	Holding	Market Price \$	Market Value \$	Market Value %	Gross Estimated Yield %	Gross Estimated Income \$
<b>Domestic Equity</b>						
Arcor PLC	7,540.00	14.86	112,044.40	3.41	5.11	5,730.93
Aurizon Holdings Limited	27,430.00	3.92	107,525.60	3.28	6.20	6,668.38
Australia and New Zealand Banking Group Limited	4,500.00	23.71	106,695.00	3.25	9.72	10,374.98
BHP Group Limited	3,430.00	44.99	154,315.70	4.70	6.99	10,786.47
Brambles Limited	5,290.00	14.41	76,228.90	2.32	3.64	2,774.20
Challenger Limited	15,220.00	6.48	98,625.60	3.00	5.46	5,387.73
Commonwealth Bank of Australia	1,126.00	100.27	112,904.02	3.44	6.44	7,275.96
Healius Limited	27,930.00	3.18	88,817.40	2.71	1.47	1,309.82
Link Administration Holdings Limited	20,420.00	1.67	34,101.40	1.04	6.10	2,079.34
National Australia Bank Limited	4,270.00	26.37	112,599.90	3.43	9.10	10,245.55
Pexa Group Limited	2,715.00	13.61	36,951.15	1.13	0.00	0.00
Rio Tinto Limited	690.00	114.69	79,136.10	2.41	7.71	6,098.67
Suncorp Group Limited	5,990.00	13.49	80,805.10	2.46	8.03	6,485.43
Transurban Group	7,330.00	14.25	104,452.50	3.18	4.50	4,695.60
Wesfarmers Limited	1,090.00	49.34	53,780.60	1.64	5.75	3,094.37
Westpac Banking Corporation	5,880.00	21.34	125,479.20	3.82	9.45	11,861.48
Woodside Petroleum Limited	2,600.00	34.44	89,544.00	2.73	8.96	8,020.78
Woolworths Group Limited	1,452.00	39.73	57,687.96	1.76	4.09	2,360.18
<b>Total Domestic Equity:</b>			<b>1,631,694.53</b>	<b>49.71</b>		<b>105,249.86</b>
<b>Domestic Property</b>						
Charter Hall Long Wale REIT	23,270.00	4.01	93,312.70	2.84	6.53	6,089.52
Dexus	5,510.00	7.80	42,978.00	1.31	6.70	2,881.38
<b>Total Domestic Property:</b>			<b>136,290.70</b>	<b>4.15</b>		<b>8,970.89</b>

The information in this report is not intended to provide advice and is intended to provide general information only.

As At: 30 June 2023

Security Name	Holding	Market Price \$	Market Value \$	Market Value %	Gross Estimated Yield %	Gross Estimated Income \$
<b>Domestic Cash</b>						
Macquarie Accelerator Cash Account	1,458,760.97	1.00	1,458,760.97	44.44	4.50	65,644.24
Macquarie Cash Management Account	43,324.12	1.00	43,324.12	1.32	2.75	1,191.41
<b>Total Domestic Cash:</b>			<b>1,502,085.09</b>	<b>45.76</b>		<b>66,835.66</b>
<b>Unsettled Income</b>						
Australia and New Zealand Banking Group Limited			3,645.00			
Charter Hall Long Wale REIT			1,628.90			
Dexus			1,300.36			
National Australia Bank Limited			3,544.10			
Transurban Group			2,308.95			
<b>Total Unsettled Income:</b>			<b>12,427.31</b>	<b>0.38</b>		
<b>Grand Total:</b>			<b>3,282,497.63</b>			<b>181,056.41</b>

## Income and Expenses

From 1 July 2022 Through 30 June 2023

Account Name: Godfrey Family Super Fund  
 Account Code: GOD0814  
 Adviser: Westwood Group (WWG)

Date	Position	Description	Amount Received/Paid	Imputation Credits	Withholding Tax	GST
<b>Income</b>						
<b>Declared Interest</b>						
01 Jul 2022	AMP SuperEdge Saver Account	AMP Cash Account Interest Received	271.53			
29 Jul 2022	Macquarie Cash Management Account	Macquarie CMA Interest Received	39.95			
01 Aug 2022	AMP SuperEdge Saver Account	AMP Cash Account Interest Received	297.79			
15 Aug 2022	AMP SuperEdge Saver Account	AMP Cash Account Interest Received	134.60			
31 Aug 2022	Macquarie Cash Management Account	Macquarie CMA Interest Received	187.49			
31 Aug 2022	Members Equity Business Saving Account	MEB Cash Account Interest Received	150.42			
30 Sep 2022	Macquarie Cash Management Account	Macquarie CMA Interest Received	131.92			
30 Sep 2022	Members Equity Business Saving Account	MEB Cash Account Interest Received	975.05			
31 Oct 2022	Macquarie Cash Management Account	Macquarie CMA Interest Received	109.59			
31 Oct 2022	Members Equity Business Saving Account	MEB Cash Account Interest Received	2,231.84			
30 Nov 2022	Macquarie Cash Management Account	Macquarie CMA Interest Received	127.20			
30 Nov 2022	Members Equity Business Saving Account	MEB Cash Account Interest Received	2,453.02			
30 Dec 2022	Macquarie Cash Management Account	Macquarie CMA Interest Received	202.78			
31 Dec 2022	Members Equity Business Saving Account	MEB Cash Account Interest Received	2,690.15			
11 Jan 2023	Members Equity Business Saving Account	MEB Cash Account Interest Received	870.00			
31 Jan 2023	Macquarie Cash Management Account	Macquarie CMA Interest Received	233.68			
31 Jan 2023	Macquarie Accelerator Cash Account	MBL Cash Account Interest Received	2,202.12			
28 Feb 2023	Macquarie Cash Management Account	Macquarie CMA Interest Received	162.03			
28 Feb 2023	Macquarie Accelerator Cash Account	MBL Cash Account Interest Received	2,952.39			
31 Mar 2023	Macquarie Cash Management Account	Macquarie CMA Interest Received	198.57			
31 Mar 2023	Macquarie Accelerator Cash Account	MBL Cash Account Interest Received	3,398.49			
28 Apr 2023	Macquarie Cash Management Account	Macquarie CMA Interest Received	227.85			
28 Apr 2023	Macquarie Accelerator Cash Account	MBL Cash Account Interest Received	3,185.32			
31 May 2023	Macquarie Cash Management Account	Macquarie CMA Interest Received	483.91			
31 May 2023	Macquarie Accelerator Cash Account	MBL Cash Account Interest Received	4,081.27			
30 Jun 2023	Macquarie Cash Management Account	Macquarie CMA Interest Received	89.27			
30 Jun 2023	Macquarie Accelerator Cash Account	MBL Cash Account Interest Received	4,700.70			
			<b>32,788.93</b>			

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**Income and Expenses**

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Date	Position	Description	Amount Received/Paid	Imputation Credits	Withholding Tax	GST
<b>Distribution Entitlement</b>						
01 Jul 2022	Australia and New Zealand Banking Group Limited	Corporate Action - ANZ.ASX Dividend	5,623.20	2,409.94		
05 Jul 2022	National Australia Bank Limited	Corporate Action - NAB.ASX Dividend	4,781.50	2,049.21		
23 Aug 2022	Transurban Group	Corporate Action - TCL.ASX Dividend	190.68	81.72		
30 Aug 2022	Dexus	Corporate Action - DXS.ASX Dividend	256.14	109.77		
21 Sep 2022	Suncorp Group Limited	Corporate Action - SUN.ASX Dividend	1,550.40	664.46		
21 Sep 2022	Healius Limited	Corporate Action - HLS.ASX Dividend	1,675.80	718.20		
21 Sep 2022	Challenger Limited	Corporate Action - CGF.ASX Dividend	1,750.30	750.13		
21 Sep 2022	Aurizon Holdings Limited	Corporate Action - AZJ.ASX Dividend	2,989.87	1,281.37		
22 Sep 2022	Rio Tinto Limited	Corporate Action - RIO.ASX Dividend	4,719.51	2,022.65		
23 Sep 2022	BHP Group Limited	Corporate Action - BHP.ASX Dividend	16,331.77	6,999.32		
27 Sep 2022	AGL Energy Limited	Corporate Action - AGL.ASX Dividend	416.00			
27 Sep 2022	Woolworths Group Limited	Corporate Action - WOW.ASX Dividend	1,114.06	477.45		
28 Sep 2022	Amcor PLC	Corporate Action - AMC.ASX Dividend	1,301.40			
29 Sep 2022	Commonwealth Bank of Australia	Corporate Action - CBA.ASX Dividend	3,918.60	1,679.40		
06 Oct 2022	Woodside Petroleum Limited	Corporate Action - WDS.ASX Dividend	6,845.99	2,933.99		
06 Oct 2022	Wesfarmers Limited	Corporate Action - WES.ASX Dividend	1,640.00	702.86		
13 Oct 2022	Brambles Limited	Corporate Action - BXB.ASX Dividend	1,892.33	283.97		
14 Oct 2022	Link Administration Holdings Limited	Corporate Action - LNK.ASX Dividend	1,633.60	700.11		
18 Oct 2022	Betashares S&P 500 Yield Maximiser Fund	Corporate Action - UMAX.AXW Dividend	178.81			
11 Nov 2022	Charter Hall Long Wale REIT	Corporate Action - CLW.ASX Dividend	1,628.90			
13 Dec 2022	Amcor PLC	Corporate Action - AMC.ASX Dividend	1,465.78			
14 Dec 2022	National Australia Bank Limited	Corporate Action - NAB.ASX Dividend	3,330.60	1,427.40		
15 Dec 2022	Australia and New Zealand Banking Group Limited	Corporate Action - ANZ.ASX Dividend	3,330.00	1,427.14		
20 Dec 2022	Westpac Banking Corporation	Corporate Action - WBC.ASX Dividend	3,763.20	1,612.80		
18 Jan 2023	Betashares S&P 500 Yield Maximiser Fund	Corporate Action - UMAX.AXW Dividend	175.93			
13 Feb 2023	Transurban Group	Corporate Action - TCL.ASX Dividend	1,942.45	1.75		
14 Feb 2023	Charter Hall Long Wale REIT	Corporate Action - CLW.ASX Dividend	1,628.90			
28 Feb 2023	Dexus	Corporate Action - DXS.ASX Dividend	1,542.80			
21 Mar 2023	Amcor PLC	Corporate Action - AMC.ASX Dividend	1,304.42			
21 Mar 2023	Challenger Limited	Corporate Action - CGF.ASX Dividend	1,826.40	782.74		
28 Mar 2023	Wesfarmers Limited	Corporate Action - WES.ASX Dividend	1,443.20	618.51		
29 Mar 2023	Aurizon Holdings Limited	Corporate Action - AZJ.ASX Dividend	1,920.10	822.90		
30 Mar 2023	Commonwealth Bank of Australia	Corporate Action - CBA.ASX Dividend	2,805.60	1,202.40		
30 Mar 2023	BHP Group Limited	Corporate Action - BHP.ASX Dividend	6,081.82	2,606.49		
31 Mar 2023	Suncorp Group Limited	Corporate Action - SUN.ASX Dividend	3,009.60	1,289.83		
05 Apr 2023	Woodside Petroleum Limited	Corporate Action - WDS.ASX Dividend	5,601.44	2,400.62		
11 Apr 2023	Link Administration Holdings Limited	Corporate Action - LNK.ASX Dividend	918.90	315.05		
13 Apr 2023	Woolworths Group Limited	Corporate Action - WOW.ASX Dividend	966.92	414.39		
13 Apr 2023	Brambles Limited	Corporate Action - BXB.ASX Dividend	1,938.40	290.76		
20 Apr 2023	Rio Tinto Limited	Corporate Action - RIO.ASX Dividend	2,252.78	965.48		
20 Apr 2023	Betashares S&P 500 Yield Maximiser Fund	Corporate Action - UMAX.AXW Dividend	143.33			

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**Income and Expenses**

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Date	Position	Description	Amount Received/Paid	Imputation Credits	Withholding Tax	GST
15 May 2023	Charter Hall Long Wale REIT	Corporate Action - CLW.ASX Dividend	1,628.90			
20 Jun 2023	Amcor PLC	Corporate Action - AMC.ASX Dividend	1,389.62			
27 Jun 2023	Westpac Banking Corporation	Corporate Action - WBC.ASX Dividend	4,116.00	1,764.00		
14 Aug 2023	Charter Hall Long Wale REIT	Corporate Action - CLW.ASX Dividend	1,628.90			
21 Aug 2023	Transurban Group	Corporate Action - TCL.ASX Dividend	2,235.65	2.00		
30 Aug 2023	Dexus	Corporate Action - DXS.ASX Distribution	1,044.22			
			<b>119,874.72</b>	<b>41,808.81</b>		
<b>Total Income:</b>			<b>152,663.65</b>	<b>41,808.81</b>		
<b>Expenses</b>						
<b>Client Fee</b>						
01 Jul 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
02 Aug 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
01 Sep 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
04 Oct 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
01 Nov 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
05 Dec 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
05 Jan 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
01 Feb 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
02 Mar 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
03 Apr 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
02 May 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
01 Jun 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34			91.67
			<b>-12,100.08</b>			<b>1,100.04</b>
<b>Superannuation Expense</b>						
28 Dec 2022	Macquarie Cash Management Account	SMSF Admin & Accounting Fee	-2,860.00			
31 Jan 2023	Macquarie Cash Management Account	SMSF Expense: Actuarial Certificate	-187.00			
			<b>-3,047.00</b>			
<b>Total Expenses:</b>			<b>-15,147.08</b>			<b>1,100.04</b>
<b>Grand Total:</b>			<b>137,516.57</b>	<b>41,808.81</b>		<b>1,100.04</b>

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## Investment Income Received - Tax Date

From 1 July 2022 through 30 June 2023

Account Name: Godfrey Family Super Fund  
 Account Code: GOD0814  
 Adviser: Westwood Group (WWG)

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
<b>AGL ENERGY LIMITED (AGL.ASX)</b>															
01 Sep 2022	27 Sep 2022	416.00					416.00								
<b>Total</b>		<b>416.00</b>					<b>416.00</b>								
<b>AMCOR PLC (AMC.ASX)</b>															
07 Sep 2022	28 Sep 2022	1,301.40													
22 Nov 2022	13 Dec 2022	1,465.78													
28 Feb 2023	21 Mar 2023	1,304.42													
23 May 2023	20 Jun 2023	1,389.62													
<b>Total</b>		<b>5,461.22</b>													
<b>AMP SUPEREDGE SAVER ACCOUNT (AMPSUP.AMM)</b>															
01 Jul 2022	01 Jul 2022	271.53	271.53												
01 Aug 2022	01 Aug 2022	297.79	297.79												
15 Aug 2022	15 Aug 2022	134.60	134.60												
<b>Total</b>		<b>703.92</b>	<b>703.92</b>												
<b>ANZ GROUP HOLDINGS (ANZ.ASX)</b>															
09 May 2022	01 Jul 2022	5,623.20			8,033.14	2,409.94									
07 Nov 2022	15 Dec 2022	3,330.00			4,757.14	1,427.14									
<b>Total</b>		<b>8,953.20</b>			<b>12,790.28</b>	<b>3,837.08</b>									
<b>AURIZON HOLDINGS LTD (AZJ.ASX)</b>															
22 Aug 2022	21 Sep 2022	2,989.87			4,271.24	1,281.37									
27 Feb 2023	29 Mar 2023	1,920.10			2,743.00	822.90									

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
<b>Total</b>		<b>4,909.97</b>			<b>7,014.24</b>	<b>2,104.27</b>									
<b>BHP GROUP LIMITED (BHP.ASX)</b>															
01 Sep 2022	23 Sep 2022	16,331.77			23,331.09	6,999.32									
09 Mar 2023	30 Mar 2023	6,081.82			8,688.31	2,606.49									
<b>Total</b>		<b>22,413.59</b>			<b>32,019.40</b>	<b>9,605.81</b>									
<b>BRAMBLES LIMITED (BXB.ASX)</b>															
07 Sep 2022	13 Oct 2022	1,892.33			946.55	283.97	1,229.74								
08 Mar 2023	13 Apr 2023	1,938.40			969.20	290.76	1,259.96								
<b>Total</b>		<b>3,830.73</b>			<b>1,915.75</b>	<b>574.73</b>	<b>2,489.70</b>								
<b>COMMONWEALTH BANK. (CBA.ASX)</b>															
17 Aug 2022	29 Sep 2022	3,918.60			5,598.00	1,679.40									
22 Feb 2023	30 Mar 2023	2,805.60			4,008.00	1,202.40									
<b>Total</b>		<b>6,724.20</b>			<b>9,606.00</b>	<b>2,881.80</b>									
<b>CHALLENGER LIMITED (CGF.ASX)</b>															
29 Aug 2022	21 Sep 2022	1,750.30			2,500.43	750.13									
21 Feb 2023	21 Mar 2023	1,826.40			2,609.14	782.74									
<b>Total</b>		<b>3,576.70</b>			<b>5,109.57</b>	<b>1,532.87</b>									
<b>CHTR H LWR - FULLY PAID UNITS STAPLED SECURITIES (CLW.ASX)</b>															
29 Sep 2022	11 Nov 2022	1,628.90		418.64				151.59		151.59		907.08			
29 Dec 2022	14 Feb 2023	1,628.90		418.64				151.59		151.59		907.08			
30 Mar 2023	15 May 2023	1,628.90		418.64				151.59		151.59		907.08			
29 Jun 2023	14 Aug 2023	1,628.90		418.68				151.59		151.59		907.04			
<b>Total</b>		<b>6,515.60</b>		<b>1,674.60</b>				<b>606.36</b>		<b>606.36</b>		<b>3,628.28</b>			
<b>DEXUS - FULLY PAID UNITS STAPLED SECURITIES (DXS.ASX)</b>															
29 Jun 2022	30 Aug 2022	256.14			365.91	109.77									
29 Dec 2022	28 Feb 2023	1,542.80	113.56	737.54				761.97		761.97		-832.24			
29 Jun 2023	30 Aug 2023	1,044.22	76.86	499.19				515.73		515.73		-563.29			
<b>Total</b>		<b>2,843.16</b>	<b>190.42</b>	<b>1,236.73</b>	<b>365.91</b>	<b>109.77</b>		<b>1,277.70</b>		<b>1,277.70</b>		<b>-1,395.53</b>			
<b>HEALIUS (HLS.ASX)</b>															
07 Sep 2022	21 Sep 2022	1,675.80			2,394.00	718.20									

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## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
<b>Total</b>		<b>1,675.80</b>			<b>2,394.00</b>	<b>718.20</b>									
<b>LINK ADMIN HLDG (LNK.ASX)</b>															
29 Sep 2022	14 Oct 2022	1,633.60			2,333.71	700.11									
01 Mar 2023	11 Apr 2023	918.90			1,050.17	315.05	183.78								
<b>Total</b>		<b>2,552.50</b>			<b>3,383.88</b>	<b>1,015.16</b>	<b>183.78</b>								
<b>MACQUARIE ACCELERATOR CASH ACCOUNT (MBLACC.AMM)</b>															
31 Jan 2023	31 Jan 2023	2,202.12	2,202.12												
28 Feb 2023	28 Feb 2023	2,952.39	2,952.39												
31 Mar 2023	31 Mar 2023	3,398.49	3,398.49												
28 Apr 2023	28 Apr 2023	3,185.32	3,185.32												
31 May 2023	31 May 2023	4,081.27	4,081.27												
30 Jun 2023	30 Jun 2023	4,700.70	4,700.70												
<b>Total</b>		<b>20,520.29</b>	<b>20,520.29</b>												
<b>MACQUARIE CASH MANAGEMENT ACCOUNT (MBLCCMH.CASH)</b>															
29 Jul 2022	29 Jul 2022	39.95	39.95												
31 Aug 2022	31 Aug 2022	187.49	187.49												
30 Sep 2022	30 Sep 2022	131.92	131.92												
31 Oct 2022	31 Oct 2022	109.59	109.59												
30 Nov 2022	30 Nov 2022	127.20	127.20												
30 Dec 2022	30 Dec 2022	202.78	202.78												
31 Jan 2023	31 Jan 2023	233.68	233.68												
28 Feb 2023	28 Feb 2023	162.03	162.03												
31 Mar 2023	31 Mar 2023	198.57	198.57												
28 Apr 2023	28 Apr 2023	227.85	227.85												
31 May 2023	31 May 2023	483.91	483.91												
30 Jun 2023	30 Jun 2023	89.27	89.27												
<b>Total</b>		<b>2,194.24</b>	<b>2,194.24</b>												
<b>MEMBERS EQUITY BUSINESS ONLINE SAVING ACCOUNT (MEBUS.AMM)</b>															
31 Aug 2022	31 Aug 2022	150.42	150.42												
30 Sep 2022	30 Sep 2022	975.05	975.05												
31 Oct 2022	31 Oct 2022	2,231.84	2,231.84												
30 Nov 2022	30 Nov 2022	2,453.02	2,453.02												
31 Dec 2022	31 Dec 2022	2,690.15	2,690.15												

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
11 Jan 2023	11 Jan 2023	870.00	870.00												
<b>Total</b>		<b>9,370.48</b>	<b>9,370.48</b>												
<b>NATIONAL AUST. BANK (NAB.ASX)</b>															
11 May 2022	05 Jul 2022	4,781.50			6,830.71	2,049.21									
15 Nov 2022	14 Dec 2022	3,330.60			4,758.00	1,427.40									
<b>Total</b>		<b>8,112.10</b>			<b>11,588.71</b>	<b>3,476.61</b>									
<b>RIO TINTO LIMITED (RIO.ASX)</b>															
11 Aug 2022	22 Sep 2022	4,719.51			6,742.16	2,022.65									
09 Mar 2023	20 Apr 2023	2,252.78			3,218.26	965.48									
<b>Total</b>		<b>6,972.29</b>			<b>9,960.42</b>	<b>2,988.13</b>									
<b>SUNCORP GROUP LTD (SUN.ASX)</b>															
12 Aug 2022	21 Sep 2022	1,550.40			2,214.86	664.46									
14 Feb 2023	31 Mar 2023	3,009.60			4,299.43	1,289.83									
<b>Total</b>		<b>4,560.00</b>			<b>6,514.29</b>	<b>1,954.29</b>									
<b>TRANSURBAN GROUP - FULLY PAID ORDINARY/UNITS STAPLED SECURITIES (TCL.ASX)</b>															
29 Jun 2022	23 Aug 2022	190.68			272.40	81.72									
29 Dec 2022	13 Feb 2023	1,942.45	421.26	467.28	5.82	1.75		2.77		2.77		1,044.30			
29 Jun 2023	21 Aug 2023	2,235.65	484.86	537.78	6.69	2.00		3.19		3.19		1,201.94			
<b>Total</b>		<b>4,368.78</b>	<b>906.12</b>	<b>1,005.06</b>	<b>284.91</b>	<b>85.47</b>		<b>5.96</b>		<b>5.96</b>		<b>2,246.24</b>			
<b>BETA S&amp;P500 YIELDMAX - BETASHARES S&amp;P 500 YIELD MAXIMISER (MANAGED FUND) (UMAX.AXW)</b>															
03 Oct 2022	18 Oct 2022	178.81						43.10		43.11		92.60			
03 Jan 2023	18 Jan 2023	175.93						42.41		42.41		91.11			
03 Apr 2023	20 Apr 2023	143.33						34.56		34.55		74.22			
<b>Total</b>		<b>498.07</b>						<b>120.07</b>		<b>120.07</b>		<b>257.93</b>			
<b>WESTPAC BANKING CORP (WBC.ASX)</b>															
17 Nov 2022	20 Dec 2022	3,763.20			5,376.00	1,612.80									
11 May 2023	27 Jun 2023	4,116.00			5,880.00	1,764.00									
<b>Total</b>		<b>7,879.20</b>			<b>11,256.00</b>	<b>3,376.80</b>									
<b>WOODSIDE ENERGY (WDS.ASX)</b>															
08 Sep 2022	06 Oct 2022	6,845.99			9,779.98	2,933.99									

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## Investment Income Received - Tax Date

Account Code: GOD0814

From 1 July 2022 through 30 June 2023

Transaction Date	Settlement Date	Income Received \$	Interest \$	Other Income \$	Gross Franked Dividend \$	Imputation Credit \$	Unfranked Dividend \$	Discount Capital Gain \$	Non-Disc Capital Gain \$	CGT Conc. \$	Tax Free \$	Tax Deferred \$	Return Of Capital \$	TFN Amnts. Deduct. \$	Non Resident W/Holding Tax \$
08 Mar 2023	05 Apr 2023	5,601.44			8,002.05	2,400.62									
<b>Total</b>		<b>12,447.43</b>			<b>17,782.03</b>	<b>5,334.61</b>									
<b>WESFARMERS LIMITED (WES.ASX)</b>															
31 Aug 2022	06 Oct 2022	1,640.00			2,342.86	702.86									
20 Feb 2023	28 Mar 2023	1,443.20			2,061.71	618.51									
<b>Total</b>		<b>3,083.20</b>			<b>4,404.57</b>	<b>1,321.37</b>									
<b>WOOLWORTHS GROUP LTD (WOW.ASX)</b>															
31 Aug 2022	27 Sep 2022	1,114.06			1,591.51	477.45									
02 Mar 2023	13 Apr 2023	966.92			1,381.31	414.39									
<b>Total</b>		<b>2,080.98</b>			<b>2,972.82</b>	<b>891.84</b>									
<b>TOTAL PORTFOLIO</b>															
		<b>152,663.65</b>	<b>33,885.47</b>	<b>3,916.39</b>	<b>139,362.78</b>	<b>41,808.81</b>	<b>3,089.48</b>	<b>2,010.09</b>		<b>2,010.09</b>		<b>4,736.92</b>			

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**Foreign Income**

Income									Tax Credits			
Transaction Date	Settlement Date	Income Received \$	Interest \$	Dividend \$	Other \$	Modified Passive Income \$	Discounted Capital Gain \$	Non-Discounted Capital Gain \$	Interest FTC \$	Dividend FTC \$	Other FTC \$	Modified Passive Income FTC \$
<b>AMCOR PLC (AMC.ASX)</b>												
07 Sep 2022	28 Sep 2022	1,301.40		1,301.40								
22 Nov 2022	13 Dec 2022	1,465.78		1,465.78								
28 Feb 2023	21 Mar 2023	1,304.42		1,304.42								
23 May 2023	20 Jun 2023	1,389.62		1,389.62								
		<b>5,461.22</b>		<b>5,461.22</b>								
<b>TOTAL PORTFOLIO</b>		<b>5,461.22</b>		<b>5,461.22</b>								

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## Contributions and Withdrawals

### Godfrey Family Super Fund

From 1 July 2022 Through 30 June 2023

Date	Position	Description	Amount
<b>Contributions</b>			
<b>Contribution</b>			
27 Jun 2023	Macquarie Cash Management Account	Cash Transfer In: Member Concessional (Maureen)	3,403.40
<b>Transfer In</b>			
22 Dec 2022	Macquarie Cash Management Account	ATO Tax Refund	95,870.20
<b>Total Contributions</b>			<b>99,273.60</b>
<b>Withdrawals</b>			
<b>Transfer Out</b>			
06 Jun 2023	Macquarie Cash Management Account	Cash Transfer Out: Pension Payment (\$46,922 John, \$27,078 Maureen)	-74,000.00
<b>Total Withdrawals</b>			<b>-74,000.00</b>
<b>Net Contributions/Withdrawals</b>			<b>25,273.60</b>

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## Realised CGT

From 1 July 2022 Through 30 June 2023

Account Name: Godfrey Family Super Fund  
 Account Code: GOD0814  
 Adviser: Westwood Group (WWG)

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>AGL Energy Limited. - Ordinary Fully Paid</b>													
20 Sep 2022	08 Jun 2017	08 Jun 2017	460	11,651.70	3,250.0500		11,651.70	11,651.70					8,401.65
20 Sep 2022	30 Jun 2017	30 Jun 2017	1,980	50,490.00	13,989.3600		50,490.00	50,490.00					36,500.64
20 Sep 2022	22 Aug 2017	22 Aug 2017	300	7,062.50	2,119.6000		7,062.50	7,062.50					4,942.90
20 Sep 2022	07 Dec 2017	07 Dec 2017	730	18,636.88	5,157.6900		18,636.88	18,636.88					13,479.19
20 Sep 2022	05 Feb 2018	05 Feb 2018	340	7,952.90	2,402.2100		7,952.90	7,952.90					5,550.69
20 Sep 2022	09 Apr 2018	09 Apr 2018	350	7,433.42	2,472.8700		7,433.42	7,433.42					4,960.55
<b>Total for Product:</b>			<b>4,160</b>	<b>103,227.40</b>	<b>29,391.78</b>		<b>103,227.40</b>	<b>103,227.40</b>					<b>73,835.62</b>
<b>ANZ Group Holdings - Ordinary Fully Paid</b>													
20 Sep 2022	18 Dec 2013	18 Dec 2013	330	10,135.92	7,855.4100		10,135.92	10,135.92					2,280.51
20 Sep 2022	26 Sep 2014	26 Sep 2014	850	26,448.58	20,233.6400		26,448.58	26,448.58					6,214.94
20 Sep 2022	06 Nov 2014	06 Nov 2014	573	19,306.33	13,639.8500		19,306.33	19,306.33					5,666.48
20 Sep 2022	30 Jun 2017	30 Jun 2017	1,557	44,717.04	37,063.2600		44,717.04	44,717.04					7,653.78
<b>Total for Product:</b>			<b>3,310</b>	<b>100,607.87</b>	<b>78,792.16</b>		<b>100,607.87</b>	<b>100,607.87</b>					<b>21,815.71</b>
<b>ANZ Group Holdings - Rights-Appsclose 15Aug2022 Us Prohibited</b>													
03 Aug 2022	21 Jul 2022	21 Jul 2022	521		1,961.3900	1,961.3900						1,961.39	
<b>Total for Product:</b>			<b>521</b>		<b>1,961.39</b>	<b>1,961.39</b>						<b>1,961.39</b>	
<b>Beta Global Cyber - BetaShares Global Cybersecurity ETF</b>													
24 May 2023	04 Feb 2022	04 Feb 2022	1,020	10,003.10	8,850.6000		10,697.47	10,697.47					1,846.87
<b>Total for Product:</b>			<b>1,020</b>	<b>10,003.10</b>	<b>8,850.60</b>		<b>10,697.47</b>	<b>10,697.47</b>					<b>1,846.87</b>
<b>BETA S&amp;P500 YIELDMAX - BetaShares S&amp;P 500 Yield Maximiser (Managed Fund)</b>													
03 May 2023	04 Feb 2022	04 Feb 2022	460	9,986.50	9,343.2000		9,657.82	9,657.82					314.62

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Realised CGT

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>Total for Product:</b>			<b>460</b>	<b>9,986.50</b>	<b>9,343.20</b>		<b>9,657.82</b>	<b>9,657.82</b>					<b>314.62</b>
<b>BHP Group Limited - Ordinary Fully Paid</b>													
20 Sep 2022	27 Nov 2012	18 May 2015	520	16,274.96	19,991.2000	3,716.2300	16,274.96	16,274.96		2,477.4900		2,477.49	
20 Sep 2022	20 Nov 2018	20 Nov 2018	483	15,770.77	18,568.7500	2,797.9800	15,770.77	15,770.77		1,865.3200		1,865.32	
20 Sep 2022	18 Dec 2018	18 Dec 2018	187	6,301.99	7,189.1400	887.1500	6,301.99	6,301.99		591.4300		591.43	
20 Sep 2022	08 Aug 2019	08 Aug 2019	180	6,701.81	6,920.0300	218.2200	6,701.81	6,701.81		145.4800		145.48	
20 Sep 2022	25 Feb 2020	25 Feb 2020	390	14,202.05	14,993.4000	791.3500	14,202.05	14,202.05		527.5600		527.56	
20 Sep 2022	30 Sep 2021	30 Sep 2021	180	6,738.22	6,920.0300	181.8100	6,738.22	6,738.22				181.81	
01 Jun 2023	30 Sep 2021	30 Sep 2021	1,030	38,557.58	43,324.0900	4,766.5100	38,557.58	38,557.58		3,177.6700		3,177.67	
<b>Total for Product:</b>			<b>2,970</b>	<b>104,547.38</b>	<b>117,906.63</b>	<b>13,359.25</b>	<b>104,547.38</b>	<b>104,547.38</b>		<b>8,784.9500</b>		<b>8,966.76</b>	
<b>Brambles Limited - Ordinary Fully Paid</b>													
03 May 2023	07 Aug 2020	07 Aug 2020	4,000	43,248.42	56,207.3200	12,958.9000	43,248.42	43,248.42		8,639.2600		8,639.26	
03 May 2023	08 Oct 2021	08 Oct 2021	1,680	17,691.96	23,607.0700	5,915.1100	17,691.96	17,691.96		3,943.4000		3,943.40	
<b>Total for Product:</b>			<b>5,680</b>	<b>60,940.38</b>	<b>79,814.39</b>	<b>18,874.01</b>	<b>60,940.38</b>	<b>60,940.38</b>		<b>12,582.6600</b>		<b>12,582.66</b>	
<b>Commonwealth Bank. - Ordinary Fully Paid</b>													
20 Sep 2022	30 Jun 2017	30 Jun 2017	530	43,889.30	51,010.6100	7,121.3100	43,889.30	43,889.30		4,747.5400		4,747.54	
19 May 2023	30 Jun 2017	30 Jun 2017	210	17,390.10	20,925.2800	3,535.1800	17,390.10	17,390.10		2,356.7800		2,356.78	
<b>Total for Product:</b>			<b>740</b>	<b>61,279.40</b>	<b>71,935.89</b>	<b>10,656.49</b>	<b>61,279.40</b>	<b>61,279.40</b>		<b>7,104.3200</b>		<b>7,104.32</b>	
<b>National Aust. Bank - Ordinary Fully Paid</b>													
20 Sep 2022	26 Aug 2014	08 Feb 2016	250	8,385.23	7,537.5200		8,385.23	8,385.23					847.70
20 Sep 2022	26 Sep 2014	08 Feb 2016	1,200	38,219.74	36,180.1100		38,219.74	38,219.74					2,039.63
20 Sep 2022	06 Nov 2014	08 Feb 2016	800	26,588.48	24,120.0700		26,588.48	26,588.48					2,468.41
20 Sep 2022	02 Jun 2017	02 Jun 2017	30	909.16	904.5000		909.16	909.16					4.66
<b>Total for Product:</b>			<b>2,280</b>	<b>74,102.60</b>	<b>68,742.20</b>		<b>74,102.60</b>	<b>74,102.60</b>					<b>5,360.40</b>
<b>National Storage - Fully Paid Ordinary/Units Stapled Securities</b>													
20 Sep 2022	16 Jun 2017	16 Jun 2017	20,100	29,970.47	48,208.4900	24,597.4200	23,611.06	23,611.06		16,398.2700		16,398.27	
20 Sep 2022	18 Sep 2017	18 Sep 2017	5,987	9,198.39	14,359.4100	6,937.9600	7,421.46	7,421.46		4,625.3000		4,625.30	
20 Sep 2022	25 Jan 2018	25 Jan 2018	8,363	12,500.00	20,058.0900	9,803.8900	10,254.20	10,254.20		6,535.9200		6,535.92	
20 Sep 2022	23 Jul 2019	23 Jul 2019	5,100	8,836.17	12,232.0000	4,312.9500	7,919.06	7,919.06		2,875.2900		2,875.29	

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Realised CGT

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>Total for Product:</b>			<b>39,550</b>	<b>60,505.03</b>	<b>94,857.99</b>	<b>45,652.21</b>	<b>49,205.78</b>	<b>49,205.78</b>		<b>30,434.7800</b>		<b>30,434.78</b>	
<b>Rio Tinto Limited - Ordinary Fully Paid</b>													
20 Sep 2022	16 Nov 2018	16 Nov 2018	190	15,095.28	17,770.3700	2,675.0900	15,095.28	15,095.28		1,783.3900		1,783.39	
20 Sep 2022	25 Oct 2021	25 Oct 2021	350	33,797.39	32,734.8800		33,797.39	33,797.39					1,062.51
<b>Total for Product:</b>			<b>540</b>	<b>48,892.67</b>	<b>50,505.25</b>	<b>2,675.09</b>	<b>48,892.67</b>	<b>48,892.67</b>		<b>1,783.3900</b>		<b>1,783.39</b>	<b>1,062.51</b>
<b>Suncorp Group Ltd - Ordinary Fully Paid</b>													
09 May 2023	05 Jun 2017	01 Oct 2019	1,597	23,226.61	20,029.5800		22,585.24	22,585.24					2,555.65
09 May 2023	30 Jun 2017	01 Oct 2019	1,533	23,400.78	19,226.9000		22,784.97	22,784.97					3,558.07
<b>Total for Product:</b>			<b>3,130</b>	<b>46,627.39</b>	<b>39,256.48</b>		<b>45,370.21</b>	<b>45,370.21</b>					<b>6,113.72</b>
<b>Transurban Group - Fully Paid Ordinary/Units Stapled Securities</b>													
18 Jul 2022	24 Mar 2021	24 Mar 2021	1,250	16,076.35	17,878.9400	2,042.7400	15,836.20	15,745.27		1,361.8300		1,361.83	
18 Jul 2022	23 Sep 2021	18 Oct 2021	954	12,402.00	13,645.2100	1,426.4900	12,218.72	12,218.72				1,426.49	
<b>Total for Product:</b>			<b>2,204</b>	<b>28,478.35</b>	<b>31,524.15</b>	<b>3,469.23</b>	<b>28,054.92</b>	<b>27,963.99</b>		<b>1,361.8300</b>		<b>2,788.32</b>	
<b>Wesfarmers Limited - Ordinary Fully Paid</b>													
04 May 2023	14 Apr 2015	21 Nov 2018	330	10,284.64	17,013.5700	7,388.9300	9,624.64	9,624.64		4,925.9500		4,925.95	
04 May 2023	02 Jun 2015	21 Nov 2018	220	6,656.10	11,342.3800	5,126.2800	6,216.10	6,216.10		3,417.5100		3,417.51	
<b>Total for Product:</b>			<b>550</b>	<b>16,940.74</b>	<b>28,355.95</b>	<b>12,515.21</b>	<b>15,840.74</b>	<b>15,840.74</b>		<b>8,343.4700</b>		<b>8,343.47</b>	
<b>Westpac Banking Corp - Ordinary Fully Paid</b>													
20 Sep 2022	22 Nov 2013	22 Nov 2013	549	17,897.80	12,004.1900		17,897.80	17,897.80					5,893.61
20 Sep 2022	23 Oct 2014	23 Oct 2014	1,281	43,519.51	28,009.7800		43,519.51	43,519.51					15,509.73
20 Sep 2022	06 May 2015	06 May 2015	1,200	41,222.03	26,238.6700		41,222.03	41,222.03					14,983.36
<b>Total for Product:</b>			<b>3,030</b>	<b>102,639.34</b>	<b>66,252.64</b>		<b>102,639.34</b>	<b>102,639.34</b>					<b>36,386.70</b>
<b>Woodside Energy - Ordinary Fully Paid</b>													
21 Jul 2022	27 Nov 2012	27 Nov 2012	102	3,421.08	3,158.3600		3,421.08	3,421.08					262.72
20 Sep 2022	27 Nov 2012	27 Nov 2012	888	29,783.52	29,231.4200		29,783.52	29,783.52					552.10
20 Sep 2022	07 Jun 2017	07 Jun 2017	172	5,449.96	5,661.9400	211.9800	5,449.96	5,449.96		141.3200		141.32	
20 Sep 2022	23 Aug 2019	23 Aug 2019	620	20,003.71	20,409.3200	405.6100	20,003.71	20,003.71		270.4100		270.41	
21 Jul 2022	06 Nov 2019	06 Nov 2019	790	26,233.46	24,461.8400		26,233.46	26,233.46					1,771.62

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Realised CGT

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Sale Date	Purchase Tax Date	Purchase Trade Date	Sale Quantity	Actual Cost	Sale Proceeds	Total Gain	Cost Base	Reduced Cost Base	Indexed Cost Base	Discounted Gain	Indexed Gain	CGT Gain	CGT Loss
<b>Total for Product:</b>			<b>2,572</b>	<b>84,891.73</b>	<b>82,922.88</b>	<b>617.59</b>	<b>84,891.73</b>	<b>84,891.73</b>		<b>411.7300</b>		<b>411.73</b>	<b>2,586.44</b>
<b>Woolworths Group Ltd - Ordinary Fully Paid</b>													
04 May 2023	27 Nov 2012	24 Jun 2021	650	15,962.77	25,196.8600	9,234.0900	15,962.77	15,962.77		6,156.0500		6,156.05	
<b>Total for Product:</b>			<b>650</b>	<b>15,962.77</b>	<b>25,196.86</b>	<b>9,234.09</b>	<b>15,962.77</b>	<b>15,962.77</b>		<b>6,156.0500</b>		<b>6,156.05</b>	
<b>Grand Total:</b>			<b>73,367</b>	<b>929,632.65</b>	<b>885,610.44</b>	<b>119,014.56</b>	<b>915,918.48</b>	<b>915,827.55</b>		<b>76,963.1700</b>		<b>80,532.86</b>	<b>149,322.59</b>

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

## Expenses Report

### Godfrey Family Super Fund

From 1 July 2022 Through 30 June 2023

Date	Position	Description	Amount Received/Paid
<b>Management Fees</b>			
01 Jul 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
02 Aug 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Sep 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
04 Oct 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Nov 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
05 Dec 2022	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
05 Jan 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Feb 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
02 Mar 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
03 Apr 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
02 May 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
01 Jun 2023	Macquarie Cash Management Account	Westwood Group Fee	-1,008.34
<b>Total Management Fees</b>			<b>-12,100.08</b>
<b>Other Expenses</b>			
<b>Superannuation Expense</b>			
28 Dec 2022	Macquarie Cash Management Account	SMSF Admin & Accounting Fee	-2,860.00
31 Jan 2023	Macquarie Cash Management Account	SMSF Expense: Actuarial Certificate	-187.00
<b>Total Other Expenses</b>			<b>-3,047.00</b>

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

# Cash Transaction Report

## Godfrey Family Super Fund

From 01 July 2022 Through 30 June 2023

### AMP SuperEdge Saver Account (AMPSUP.AMM)

<b>Opening Balance</b>			<b>350,357.29</b>
AMP SuperEdge Saver Account	Cash Deposit - AMP Cash Account Interest Received	01 Jul 2022	271.53
AMP SuperEdge Saver Account	Cash Deposit - AMP Cash Account Interest Received	01 Aug 2022	297.79
AMP SuperEdge Saver Account	Cash Deposit - AMP Cash Account Interest Received	15 Aug 2022	134.60
AMP SuperEdge Saver Account	Withdrawal: 351061.21@100 AMP SuperEdge Saver Account (AMPSUP)	15 Aug 2022	-351,061.21
<b>Total:</b>			<b>-350,357.29</b>
<b>Closing Balance</b>			

### Macquarie Accelerator Cash Account (MBLACC.AMM)

<b>Opening Balance</b>			<b>0.00</b>
Macquarie Accelerator Cash Account	Deposit: 95870.2@100 Macquarie Accelerator Cash Account (MBLACC)	10 Jan 2023	95,870.20
Macquarie Accelerator Cash Account	Deposit: 1059370.48@100 Macquarie Accelerator Cash Account (MBLACC)	11 Jan 2023	1,059,370.48
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	31 Jan 2023	2,202.12
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	28 Feb 2023	2,952.39
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	31 Mar 2023	3,398.49
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	28 Apr 2023	3,185.32
Macquarie Accelerator Cash Account	Deposit: 283000@100 Macquarie Accelerator Cash Account (MBLACC)	26 May 2023	283,000.00
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	31 May 2023	4,081.27
Macquarie Accelerator Cash Account	Cash Deposit - MBL Cash Account Interest Received	30 Jun 2023	4,700.70
<b>Total:</b>			<b>1,458,760.97</b>
<b>Closing Balance</b>			

### Macquarie Cash Management Account (MBLCCMH.CASH)

<b>Opening Balance</b>			<b>100,049.34</b>
Macquarie Cash Management Account	Westwood Group Fee	01 Jul 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - ANZ.ASX Dividend	01 Jul 2022	5,623.20
Macquarie Cash Management Account	Corporate Action - NAB.ASX Dividend	05 Jul 2022	4,781.50
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	18 Jul 2022	160.52
Macquarie Cash Management Account	Corporate Action - HACK.AXW Dividend	18 Jul 2022	694.36

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## Cash Transaction Summary

From 1 July 2022 Through 30 June 2023

Macquarie Cash Management Account	Cash Deposit - Sale: 2204@1431 Transurban Group (TCL)	20 Jul 2022	31,524.15
Macquarie Cash Management Account	Cash Deposit - Sale: 892@3098 Woodside Energy (WDS)	25 Jul 2022	27,620.20
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	29 Jul 2022	39.95
Macquarie Cash Management Account	Westwood Group Fee	02 Aug 2022	-1,008.34
Macquarie Cash Management Account	Cash Deposit - Sale: 521@379 Australia and New Zealand Banking Group Limited (ANZR)	05 Aug 2022	1,961.39
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 100000@100 Members Equity Business Online Saving Account (MEBUS)	12 Aug 2022	-100,000.00
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	12 Aug 2022	1,775.50
Macquarie Cash Management Account	Cash Deposit - Withdrawal: 351061.21@100 AMP SuperEdge Saver Account (AMPSUP)	15 Aug 2022	351,061.21
Macquarie Cash Management Account	Corporate Action - TCL.ASX Dividend	23 Aug 2022	190.68
Macquarie Cash Management Account	Corporate Action - TCL.ASX Dividend	23 Aug 2022	2,288.16
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 350000@100 Members Equity Business Online Saving Account (MEBUS)	29 Aug 2022	-350,000.00
Macquarie Cash Management Account	Corporate Action - DXS.ASX Distribution	30 Aug 2022	1,132.38
Macquarie Cash Management Account	Corporate Action - DXS.ASX Dividend	30 Aug 2022	256.14
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Aug 2022	187.49
Macquarie Cash Management Account	Westwood Group Fee	01 Sep 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - NSR.ASX Dividend	02 Sep 2022	2,135.70
Macquarie Cash Management Account	Corporate Action - SUN.ASX Dividend	21 Sep 2022	1,550.40
Macquarie Cash Management Account	Corporate Action - AZJ.ASX Dividend	21 Sep 2022	2,989.87
Macquarie Cash Management Account	Corporate Action - CGF.ASX Dividend	21 Sep 2022	1,750.30
Macquarie Cash Management Account	Corporate Action - HLS.ASX Dividend	21 Sep 2022	1,675.80
Macquarie Cash Management Account	Corporate Action - RIO.ASX Dividend	22 Sep 2022	4,719.51
Macquarie Cash Management Account	Cash Deposit - Sale: 39550@240 National Storage REIT (NSR)	23 Sep 2022	94,857.99
Macquarie Cash Management Account	Cash Deposit - Sale: 4160@707 AGL Energy Limited (AGL)	23 Sep 2022	29,391.78
Macquarie Cash Management Account	Cash Deposit - Sale: 3310@2382 Australia and New Zealand Banking Group Limited (ANZ)	23 Sep 2022	78,792.16
Macquarie Cash Management Account	Cash Deposit - Sale: 1940@3847 BHP Group Limited (BHP)	23 Sep 2022	74,582.54
Macquarie Cash Management Account	Cash Deposit - Sale: 530@9631 Commonwealth Bank of Australia (CBA)	23 Sep 2022	51,010.61
Macquarie Cash Management Account	Cash Deposit - Sale: 2280@3017 National Australia Bank Limited (NAB)	23 Sep 2022	68,742.20
Macquarie Cash Management Account	Cash Deposit - Sale: 540@9359 Rio Tinto Limited (RIO)	23 Sep 2022	50,505.25
Macquarie Cash Management Account	Cash Deposit - Sale: 3030@2188 Westpac Banking Corporation (WBC)	23 Sep 2022	66,252.64
Macquarie Cash Management Account	Cash Deposit - Sale: 1680@3294 Woodside Petroleum Limited (WDS)	23 Sep 2022	55,302.68
Macquarie Cash Management Account	Corporate Action - BHP.ASX Dividend	23 Sep 2022	16,331.77
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 600000@100 Members Equity Business Online Saving Account (MEBUS)	26 Sep 2022	-600,000.00
Macquarie Cash Management Account	Corporate Action - WOW.ASX Dividend	27 Sep 2022	1,114.06
Macquarie Cash Management Account	Corporate Action - AGL.ASX Dividend	27 Sep 2022	416.00
Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	28 Sep 2022	1,301.40
Macquarie Cash Management Account	Corporate Action - CBA.ASX Dividend	29 Sep 2022	3,918.60
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Sep 2022	131.92
Macquarie Cash Management Account	Westwood Group Fee	04 Oct 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - WES.ASX Dividend	06 Oct 2022	1,640.00
Macquarie Cash Management Account	Corporate Action - WDS.ASX Dividend	06 Oct 2022	6,845.99
Macquarie Cash Management Account	Corporate Action - BXB.ASX Dividend	13 Oct 2022	1,892.33
Macquarie Cash Management Account	Corporate Action - LNK.ASX Dividend	14 Oct 2022	1,633.60
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	18 Oct 2022	178.81
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Oct 2022	109.59
Macquarie Cash Management Account	Westwood Group Fee	01 Nov 2022	-1,008.34
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	11 Nov 2022	1,628.90
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Nov 2022	127.20
Macquarie Cash Management Account	Westwood Group Fee	05 Dec 2022	-1,008.34

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## Cash Transaction Summary

From 1 July 2022 Through 30 June 2023

Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	13 Dec 2022	1,465.78
Macquarie Cash Management Account	Corporate Action - NAB.ASX Dividend	14 Dec 2022	3,330.60
Macquarie Cash Management Account	Corporate Action - ANZ.ASX Dividend	15 Dec 2022	3,330.00
Macquarie Cash Management Account	Corporate Action - WBC.ASX Dividend	20 Dec 2022	3,763.20
Macquarie Cash Management Account	ATO Tax Refund	22 Dec 2022	95,870.20
Macquarie Cash Management Account	SMSF Admin & Accounting Fee	28 Dec 2022	-2,860.00
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Dec 2022	202.78
Macquarie Cash Management Account	Westwood Group Fee	05 Jan 2023	-1,008.34
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 95870.2@100 Macquarie Accelerator Cash Account (MBLACC)	10 Jan 2023	-95,870.20
Macquarie Cash Management Account	Cash Deposit - Withdrawal: 1059370.48@100 Members Equity Business Online Saving Account (MEBUS)	11 Jan 2023	1,059,370.48
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 1059370.48@100 Macquarie Accelerator Cash Account (MBLACC)	11 Jan 2023	-1,059,370.48
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	18 Jan 2023	175.93
Macquarie Cash Management Account	SMSF Expense: Actuarial Certificate	31 Jan 2023	-187.00
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Jan 2023	233.68
Macquarie Cash Management Account	Westwood Group Fee	01 Feb 2023	-1,008.34
Macquarie Cash Management Account	Corporate Action - TCL.ASX Dividend	13 Feb 2023	1,942.45
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	14 Feb 2023	1,628.90
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	28 Feb 2023	162.03
Macquarie Cash Management Account	Corporate Action - DXS.ASX Dividend	28 Feb 2023	1,542.80
Macquarie Cash Management Account	Westwood Group Fee	02 Mar 2023	-1,008.34
Macquarie Cash Management Account	Corporate Action - CGF.ASX Dividend	21 Mar 2023	1,826.40
Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	21 Mar 2023	1,304.42
Macquarie Cash Management Account	Corporate Action - WES.ASX Dividend	28 Mar 2023	1,443.20
Macquarie Cash Management Account	Corporate Action - AZJ.ASX Dividend	29 Mar 2023	1,920.10
Macquarie Cash Management Account	Corporate Action - CBA.ASX Dividend	30 Mar 2023	2,805.60
Macquarie Cash Management Account	Corporate Action - BHP.ASX Dividend	30 Mar 2023	6,081.82
Macquarie Cash Management Account	Corporate Action - SUN.ASX Dividend	31 Mar 2023	3,009.60
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 Mar 2023	198.57
Macquarie Cash Management Account	Westwood Group Fee	03 Apr 2023	-1,008.34
Macquarie Cash Management Account	Corporate Action - WDS.ASX Dividend	05 Apr 2023	5,601.44
Macquarie Cash Management Account	Corporate Action - LNK.ASX Dividend	11 Apr 2023	918.90
Macquarie Cash Management Account	Corporate Action - WOW.ASX Dividend	13 Apr 2023	966.92
Macquarie Cash Management Account	Corporate Action - BXB.ASX Dividend	13 Apr 2023	1,938.40
Macquarie Cash Management Account	Corporate Action - RIO.ASX Dividend	20 Apr 2023	2,252.78
Macquarie Cash Management Account	Corporate Action - UMAX.AXW Dividend	20 Apr 2023	143.33
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	28 Apr 2023	227.85
Macquarie Cash Management Account	Westwood Group Fee	02 May 2023	-1,008.34
Macquarie Cash Management Account	Cash Deposit - Sale: 460@2034 Betashares S&P 500 Yield Maximiser Fund (UMAX)	05 May 2023	9,343.20
Macquarie Cash Management Account	Cash Deposit - Sale: 5680@1406 Brambles Limited (BXB)	05 May 2023	79,814.39
Macquarie Cash Management Account	Cash Deposit - Sale: 650@3879 Woolworths Group Limited (WOW)	08 May 2023	25,196.86
Macquarie Cash Management Account	Cash Deposit - Sale: 550@5159 Wesfarmers Limited (WES)	08 May 2023	28,355.95
Macquarie Cash Management Account	Cash Deposit - Sale: 3130@1255 Suncorp Group Limited (SUN)	11 May 2023	39,256.48
Macquarie Cash Management Account	Corporate Action - CLW.ASX Dividend	15 May 2023	1,628.90
Macquarie Cash Management Account	Cash Deposit - Sale: 210@9971 Commonwealth Bank of Australia (CBA)	23 May 2023	20,925.28
Macquarie Cash Management Account	Cash Deposit - Sale: 1020@869 Betashares Global Cybersecurity ETF (HACK)	26 May 2023	8,850.60
Macquarie Cash Management Account	Cash Withdrawal - Deposit: 283000@100 Macquarie Accelerator Cash Account (MBLACC)	26 May 2023	-283,000.00
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	31 May 2023	483.91

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**Cash Transaction Summary**

Account Code: GOD0814

From 1 July 2022 Through 30 June 2023

Macquarie Cash Management Account	Westwood Group Fee	01 Jun 2023	-1,008.34
Macquarie Cash Management Account	Cash Deposit - Sale: 1030@4209 BHP Group Limited (BHP)	05 Jun 2023	43,324.09
Macquarie Cash Management Account	Cash Transfer Out: Pension Payment (\$46,922 John, \$27,078 Maureen)	06 Jun 2023	-74,000.00
Macquarie Cash Management Account	Corporate Action - AMC.ASX Dividend	20 Jun 2023	1,389.62
Macquarie Cash Management Account	Corporate Action - WBC.ASX Dividend	27 Jun 2023	4,116.00
Macquarie Cash Management Account	Cash Transfer In: Member Concessional (Maureen)	27 Jun 2023	3,403.40
Macquarie Cash Management Account	Cash Deposit - Macquarie CMA Interest Received	30 Jun 2023	89.27
<b>Total:</b>			<b>-56,725.22</b>
<b>Closing Balance</b>			<b>43,324.12</b>

**Members Equity Business Online Saving Account (MEBUS.AMM)**

<b>Opening Balance</b>			<b>0.00</b>
Members Equity Business Saving Account	Deposit: 100000@100 Members Equity Business Online Saving Account (MEBUS)	12 Aug 2022	100,000.00
Members Equity Business Saving Account	Deposit: 350000@100 Members Equity Business Online Saving Account (MEBUS)	29 Aug 2022	350,000.00
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	31 Aug 2022	150.42
Members Equity Business Saving Account	Deposit: 600000@100 Members Equity Business Online Saving Account (MEBUS)	26 Sep 2022	600,000.00
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	30 Sep 2022	975.05
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	31 Oct 2022	2,231.84
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	30 Nov 2022	2,453.02
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	31 Dec 2022	2,690.15
Members Equity Business Saving Account	Cash Deposit - MEB Cash Account Interest Received	11 Jan 2023	870.00
Members Equity Business Saving Account	Withdrawal: 1059370.48@100 Members Equity Business Online Saving Account (MEBUS)	11 Jan 2023	-1,059,370.48
<b>Total:</b>			<b>0.00</b>
<b>Closing Balance</b>			

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# Capital Transaction

From 1 July 2022 Through 30 June 2023

Account Name: Godfrey Family Super Fund  
 Account Code: GOD0814  
 Adviser: Westwood Group (WWG)

Code	Description	TradeDate	SettleDate	Quantity	Unit Price	Gross Amount	Brokerage	GST	Net Amount
<b>PURCHASES</b>									
LNKXE	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNK.ASX)	30 Dec 2022	30 Dec 2022	452.00	14.82	6,697.74	11.39	1.14	6,710.27
LNKXE	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNK.ASX)	30 Dec 2022	30 Dec 2022	1,064.00	16.49	17,548.98	14.48	1.45	17,564.91
LNKXE	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNK.ASX)	30 Dec 2022	30 Dec 2022	1,199.00	12.14	14,553.84	12.01	1.20	14,567.05
LNK	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX)	30 Dec 2022	30 Dec 2022	9,020.00	1.93	17,390.50	14.34	1.44	17,406.28
LNK	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX)	30 Dec 2022	30 Dec 2022	8,000.00	2.62	20,969.42	17.30	1.73	20,988.45
LNK	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX)	30 Dec 2022	30 Dec 2022	3,400.00	2.35	8,003.18	13.61	1.36	8,018.15
PXA	1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares	30 Dec 2022	10 Jan 2023	1,064.00	16.49	17,548.98	14.48	1.45	17,564.91
PXA	1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares	30 Dec 2022	10 Jan 2023	452.00	14.82	6,697.74	11.39	1.14	6,710.27
PXA	1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares	30 Dec 2022	10 Jan 2023	1,199.00	12.14	14,553.83	12.01	1.20	14,567.04
<b>Total Purchases:</b>						<b>123,964.21</b>			<b>124,097.33</b>
<b>SALES</b>									
TCL	Sale: 2204@1431 Transurban Group (TCL)	18 Jul 2022	20 Jul 2022	2,204.00	14.31	(31,544.97)	18.93	1.89	(31,524.15)
WDS	Sale: 892@3098 Woodside Energy (WDS)	21 Jul 2022	25 Jul 2022	892.00	30.98	(27,638.44)	16.58	1.66	(27,620.20)
ANZR	Sale: 521@379 Australia and New Zealand Banking Group Limited (ANZR)	03 Aug 2022	05 Aug 2022	521.00	3.79	(1,974.59)	12.00	1.20	(1,961.39)
ANZ	Sale: 3310@2382 Australia and New Zealand Banking Group Limited (ANZ)	20 Sep 2022	23 Sep 2022	3,310.00	23.82	(78,844.20)	47.31	4.73	(78,792.16)
CBA	Sale: 530@9631 Commonwealth Bank of Australia (CBA)	20 Sep 2022	23 Sep 2022	530.00	96.31	(51,044.30)	30.63	3.06	(51,010.61)
NAB	Sale: 2280@3017 National Australia Bank Limited (NAB)	20 Sep 2022	23 Sep 2022	2,280.00	30.17	(68,787.60)	41.27	4.13	(68,742.20)

These reports contain general information to assist you in completing your tax return, however, it does not take into account you individual taxation and financial circumstances.

Code	Description	TradeDate	SettleDate	Quantity	Unit Price	Gross Amount	Brokerage	GST	Net Amount
WBC	Sale: 3030@2188 Westpac Banking Corporation (WBC)	20 Sep 2022	23 Sep 2022	3,030.00	21.88	(66,296.40)	39.78	3.98	(66,252.64)
AGL	Sale: 4160@707 AGL Energy Limited (AGL)	20 Sep 2022	23 Sep 2022	4,160.00	7.07	(29,411.20)	17.65	1.77	(29,391.78)
BHP	Sale: 1940@3847 BHP Group Limited (BHP)	20 Sep 2022	23 Sep 2022	1,940.00	38.47	(74,631.80)	44.78	4.48	(74,582.54)
WDS	Sale: 1680@3294 Woodside Petroleum Limited (WDS)	20 Sep 2022	23 Sep 2022	1,680.00	32.94	(55,339.20)	33.20	3.32	(55,302.68)
RIO	Sale: 540@9359 Rio Tinto Limited (RIO)	20 Sep 2022	23 Sep 2022	540.00	93.59	(50,538.60)	30.32	3.03	(50,505.25)
NSR	Sale: 39550@240 National Storage REIT (NSR)	20 Sep 2022	23 Sep 2022	39,550.00	2.40	(94,920.64)	56.95	5.70	(94,857.99)
LNK	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX)	30 Dec 2022	30 Dec 2022	9,020.00	3.54	(31,944.33)	(26.35)	(2.64)	(31,973.32)
LNK	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX)	30 Dec 2022	30 Dec 2022	8,000.00	4.81	(38,518.40)	(31.78)	(3.18)	(38,553.36)
LNK	1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX)	30 Dec 2022	30 Dec 2022	3,400.00	4.32	(14,700.92)	(25.00)	(2.50)	(14,728.42)
LNKXE	1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares	30 Dec 2022	10 Jan 2023	452.00	14.82	(6,697.74)	(11.39)	(1.14)	(6,710.27)
LNKXE	1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares	30 Dec 2022	10 Jan 2023	1,064.00	16.49	(17,548.98)	(14.48)	(1.45)	(17,564.91)
LNKXE	1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares	30 Dec 2022	10 Jan 2023	1,199.00	12.14	(14,553.84)	(12.01)	(1.20)	(14,567.05)
BXB	Sale: 5680@1406 Brambles Limited (BXB)	03 May 2023	05 May 2023	5,680.00	14.06	(79,867.10)	47.92	4.79	(79,814.39)
UMAX	Sale: 460@2034 Betashares S&P 500 Yield Maximiser Fund (UMAX)	03 May 2023	05 May 2023	460.00	20.34	(9,356.40)	12.00	1.20	(9,343.20)
WOW	Sale: 650@3879 Woolworths Group Limited (WOW)	04 May 2023	08 May 2023	650.00	38.79	(25,213.50)	15.13	1.51	(25,196.86)
WES	Sale: 550@5159 Wesfarmers Limited (WES)	04 May 2023	08 May 2023	550.00	51.59	(28,374.67)	17.02	1.70	(28,355.95)
SUN	Sale: 3130@1255 Suncorp Group Limited (SUN)	09 May 2023	11 May 2023	3,130.00	12.55	(39,282.41)	23.57	2.36	(39,256.48)
CBA	Sale: 210@9971 Commonwealth Bank of Australia (CBA)	19 May 2023	23 May 2023	210.00	99.71	(20,939.10)	12.56	1.26	(20,925.28)
HACK	Sale: 1020@869 Betashares Global Cybersecurity ETF (HACK)	24 May 2023	26 May 2023	1,020.00	8.69	(8,863.80)	12.00	1.20	(8,850.60)
BHP	Sale: 1030@4209 BHP Group Limited (BHP)	01 Jun 2023	05 Jun 2023	1,030.00	42.09	(43,352.70)	26.01	2.60	(43,324.09)
<b>Total Sales:</b>						<b>(1,010,185.83)</b>			<b>(1,009,707.77)</b>
<b>Grand Total:</b>						<b>(886,221.62)</b>			<b>(886,610.44)</b>

These reports contain general information to assist you in completing your tax return, however, it does not take into account you individual taxation and financial circumstances.





# **PERMANENT DOCUMENTS YEARLY**

- Establishment Deed
  - Deed of Variation
- Application for Membership
  - Trustee Declaration
- 2024 Signed Investment Strategy
  - Pre Pension Docs
- 2022 Signed EOY FS & ITR
  - 2022 Audit Report

**SUPERANNUATION FUND  
TRUST DEED**

**Godfrey Family  
Super Fund**

Date of Deed: 2 July 2012 ..... (insert date of execution)

Our ref: 3472:120854 (SMSF2011-12)

**DBA**  
Lawyers

Level 1, 290 Coventry Street (PO Box 2085)  
South Melbourne Vic 3205  
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dba@dbalawyers.com.au www.dbalawyers.com.au  
DBA Lawyers Pty Ltd ACN 120 513 037

**THIS DEED** is made on:.....2 JULY 2012..... (insert date of execution)

**BY: JOHN PETER GODFREY** and **MAUREEN THERESE GODFREY** both of 31  
Constellation Crescent, Bridgeman Downs, Queensland 4035 ('Trustees')

**RECITALS:**

- A The Trustees establish the superannuation fund known as 'Godfrey Family Super Fund' ('Fund') on execution of this Deed, in accordance with this Deed as a self managed superannuation fund with the flexibility of becoming another type of superannuation fund.
- B The Trustees have agreed to act as trustee of the Fund and will hold the Fund's property on trust in accordance with this Deed and the attached governing rules ('Governing Rules').
- C Subject to rule 1, the purpose of the Fund is to provide superannuation benefits to Members, and in the event of their death, for their Dependants and to act for any other purposes as permitted from time to time under the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation Industry (Supervision) Regulations 1994* (Cth).
- D The Trustees desire to maintain the Fund as a complying superannuation fund under the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

**PROVISIONS:**

- 1. The Trustees establish the Fund as a trust to be administered in accordance with this Deed and the Governing Rules.
- 2. The Trustees confirm that they will act as the initial Trustees of the Fund in accordance with this Deed and the Governing Rules.
- 3. This Deed and the Governing Rules are varied in accordance with rule 24. This Deed and the Governing Rules are subject to the definitions in rule 29.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED by  
**JOHN PETER GODFREY** in the  
presence of the following witness:



Signature of **JOHN PETER GODFREY**

Signature of witness

Paul Howard

Name of witness

10 Ledbury Street Aspley 4034

Address of witness

SIGNED SEALED AND DELIVERED by  
**MAUREEN THERESE GODFREY** in the  
presence of the following witness:



Signature of **MAUREEN THERESE GODFREY**

Signature of witness

Paul Howard

Name of witness

10 Ledbury Street Aspley 4034

Address of witness

## SMSF GOVERNING RULES

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## PART B — FORMS

Form 1 .....	APPLICATION FOR MEMBERSHIP
Form 2 .....	NOTIFICATION TO CONTRIBUTING EMPLOYER

This documentation has been prepared by DBA Lawyers Pty Ltd on its instructions contained in the order form. DBA Lawyers provides no advice to the parties involved with the Fund unless it is requested to do so in writing. As superannuation and taxation laws are subject to continual change and substantial penalties can be imposed for any contravention, expert advice should be obtained wherever in doubt. Unless the Trustee subscribes to the Annual Update Service (refer <http://www.dbalawyers.com.au/annual-update-service>) there is no obligation on DBA Lawyers to notify you in respect of any change that may be required to the Governing Rules. Except to the extent required by law, we disclaim all and any liability arising in any manner that does not relate to the documentation prepared on our specific instructions.

## **1. Fund Purpose**

- 1.1 While the Trustee is not a Corporate Trustee, the sole or primary purpose of the Fund is the provision of Old-Age Pensions to Members and, on their death, to their Dependants.
- 1.2 While the Trustee is a Corporate Trustee, the sole or primary purpose of the Fund is the provision of Benefits to Members and, on their death, to their Dependants.
- 1.3 Subject to the Standards, this Fund is not intended to be a Defined Benefit Fund, and the Trustee shall not:
- (a) operate the Fund as if the Fund were a Defined Benefit Fund;
  - (b) accept a Member who would be a Defined Benefit Member; or
  - (c) convert a Member to a Defined Benefit Member, or the Fund to a Defined Benefit Fund;
- and the Trustee shall reject or disregard any applicant, Member, contribution or any other event that would otherwise cause the Fund to become a Defined Benefit Fund.
- 1.4 The Fund is intended to be an SMSF. However, during any period that the Fund's status is such that it is no longer an SMSF and is a Small APRA Fund or another type of fund permitted under the Standards, these Governing Rules shall be read subject to the Fund's status at the relevant time.

## **2. Fund Assets**

- 2.1 The assets of the Fund shall consist of all the cash, investments, insurances and other rights or entitlements held in trust by the Trustee under these Governing Rules and shall include:
- (a) any money or assets transferred into the Fund;
  - (b) any contribution (in money or kind) made to the Fund; and
  - (c) all profits, accumulations and Earnings of the Fund net of any Disbursements.
- 2.2 Subject to rule 6.2, a Member is not entitled to any specific asset belonging to the Fund and the Trustee shall have an absolute discretion in determining which assets are applied to provide funds for any amount which becomes payable in respect of a particular Member.
- 2.3 Every outgoing Trustee shall use its best endeavours, at the request of an incoming Trustee, to transfer its title to the assets of the Fund to the incoming Trustee and to assist the incoming Trustee to gain control of the Fund.

## **3. Trustee**

### **3.1 Trustee**

The Fund shall be vested in the Trustee and the Trustee shall hold the Fund assets subject to these Governing Rules. The Trustee shall be such natural persons, Corporate Trustee, RSE Licensee, acting trustee, substitute trustee, successor co-trustee, replacement trustee or other person or company permitted or required to act as a trustee of the Fund from time to time by the Standards.

### 3.2 Appointment

- (a) Subject to the Standards and this rule, one or more Members who either individually or in total have aggregate Account balances attributable to them that are greater than half of the total value of all Account balances in the Fund attributable to Members may, by deed, written resolution or other written instrument appoint a Trustee who consents to that appointment in writing. In relation to the appointment of a Trustee, subject to rule 8.9(b), the LPR:
- (i) of a deceased Member in respect of whom an Interest remains in the Fund may exercise the decision making power that the deceased Member could have exercised had he or she been alive; and
  - (ii) of a Member under a legal disability may exercise the decision making power for the legally disabled Member, whether the legal disability is because of age or otherwise.
- (b) If the Trustee is a Corporate Trustee, the appointment of a director of a Corporate Trustee (whether as a successor director or otherwise) shall be in accordance with the Company Rules unless the Standards prescribe otherwise.
- (c) Subject to the Standards and the Trustee's discretion to determine otherwise, during any period that the Fund is an SMSF, each individual Trustee or each director of a Corporate Trustee shall:
- (i) not be a Disqualified Person;
  - (ii) be a Member of the Fund and satisfy any eligibility criteria to be an individual trustee or director of a Corporate Trustee as prescribed by the Standards;
  - (iii) satisfy such alternative test that is permitted by the Standards providing for such situations as:
    - (A) single Member SMSFs;
    - (B) if a Member has died, even if no nomination has been made by that Member in accordance with rule 3.3 or, if the Trustee is a Corporate Trustee, under the Company Rules;
    - (C) if a Member suffers from a legal disability (including a person under a legal disability because of age), even if no nomination has been made by that Member in accordance with rule 3.3 or, if the Trustee is a Corporate Trustee, under the Company Rules;
    - (D) if a Member is under a legal disability due to age and does not have an LPR;
    - (E) if a Member has appointed an LPR under an enduring power of attorney; or
    - (F) if a Benefit in the Fund is subject to a Payment Split or a Non-Member Spouse interest has been created pursuant to the SISR for a Non-Member Spouse who was not a Member of the Fund immediately before the operative time for the Payment Split; or
  - (iv) satisfy such other requirements permitted by the Standards or the Regulator.

- (d) Subject to the Standards and the Trustee's discretion to determine otherwise, during any period that the Fund is a Small APRA Fund the Trustee shall:
  - (i) be an RSE Licensee authorised to act as trustee of the Fund; or
  - (ii) satisfy such other requirements permitted by the Standards or the Regulator.
- (e) Subject to the Standards and the Trustee's discretion to determine otherwise, during any period that the Fund is not an SMSF or a Small APRA Fund, the Trustee shall satisfy such requirements prescribed by the Standards or the Regulator in relation to the Trustee and the decision making of the Trustee.
- (f) The Regulator may appoint an acting trustee in accordance with the Standards on such terms and conditions as the Regulator may specify.

### 3.3 **Successor Trustee**

- (a) A Member who is an individual Trustee ('**Nominating Member**') may, by providing a nomination to the other Trustees, appoint or remove:
  - (i) their LPR to act as Trustee ('**Successor Trustee**') in the Nominating Member's place in the event of the Nominating Member's death or during any period that the Nominating Member is under a legal disability, subject to rule 3.7(b); or
  - (ii) a single natural person to act as Trustee ('**Successor Trustee**') in the Nominating Member's place in the event of the Nominating Member's death or during any period that the Nominating Member is under a legal disability;

provided that any nominated Successor Trustee is not a Disqualified Person and the appointment would not cause the Fund to cease being an SMSF.

- (b) A nomination made under this rule 3.3 must:
  - (i) be in writing;
  - (ii) be signed and dated by the Nominating Member in the presence of two adult witnesses, neither of whom is nominated therein as the Successor Trustee or is an LPR of the Nominating Member; and
  - (iii) contain a declaration signed and dated by both of the witnesses stating that the nomination was signed by the Nominating Member in their presence.
- (c) A nomination made under this rule 3.3 is revoked if:
  - (i) the Nominating Member makes a new nomination;
  - (ii) the Nominating Member revokes their nomination by providing written notice of the revocation to the other Trustees; or
  - (iii) a Corporate Trustee is appointed as Trustee of the Fund.
- (d) The appointment of a Successor Trustee shall become effective and the Successor Trustee shall become a Trustee of the Fund when, following the death or legal disability of the Nominating Member, the Successor Trustee has consented to their appointment in writing (and, if the Successor Trustee has been nominated because they are the LPR of the Nominating Member, when every person who is required to act as LPR has consented to their appointment in writing), provided:

- (i) the Successor Trustee is not under a legal disability or a Disqualified Person (and for the avoidance of doubt, if the Successor Trustee has been nominated because they are the LPR of the Nominating Member, provided every person who is required to act as LPR is not under a legal disability or a Disqualified Person); and
  - (ii) the appointment of the Successor Trustee would not cause the Fund to cease being an SMSF.
- (e) For the avoidance of doubt, if a Successor Trustee dies or comes under a legal disability before the death or legal disability of the Nominating Member, the deceased or legally disabled Successor Trustee's LPR may not become a Trustee of the Fund by virtue of being the LPR of that Successor Trustee.
- (f) In addition to any other circumstances in which the office of a Trustee becomes vacant under these Governing Rules, the office of a Trustee which is held by a Successor Trustee shall also cease on the occurrence of the following events:
- (i) if the Nominating Member has died and the Successor Trustee has been appointed because they are the LPR of the Nominating Member — Benefits in respect of the Nominating Member's Interest commence to be payable; or
  - (ii) if the Successor Trustee holds office as a Trustee because of the legal disability of the Nominating Member — the Nominating Member ceases to be under a legal disability, in which case the Nominating Member shall again become a Trustee;

unless the Successor Trustee can remain a Trustee without causing the Fund to cease being an SMSF.

### 3.4 **Vacancy**

Subject to the Standards, the office of a Trustee shall:

- (a) become vacant if:
- (i) the Trustee resigns as trustee by executing a deed, written resolution or other instrument or in some other manner authorised by the Standards;
  - (ii) where the Trustee is a natural person, the Trustee dies;
  - (iii) where the Trustee is a natural person, the Trustee comes under a legal disability and an appointment of Successor Trustee in place of that Trustee is made in accordance with rule 3.3;
  - (iv) the Trustee becomes a Disqualified Person, unless that person can continue in office by compliance with guidelines of the Regulator or otherwise in accordance with the Standards;
  - (v) subject to the Standards and this rule Members who either individually or in total have aggregate Account balances greater than half of the total value of all Account balances in the Fund attributable to Members, by deed, written resolution or other written instrument, remove an individual Trustee, Corporate Trustee or RSE Licensee as the case may be. In relation to the removal of a Trustee, subject to rule 8.9(b), the LPR:
    - (A) of a deceased Member in respect of whom an Interest remains in the Fund may exercise the decision making power that the deceased Member could have exercised had he or she been alive; and

- (B) of a Member under a legal disability may exercise the decision making power for the legally disabled Member, whether the legal disability is because of age or otherwise.
  - (vi) where the Fund is an SMSF, an individual Trustee or a Corporate Trustee can no longer comply with the requirements of being a trustee of such a fund (unless that person or company can continue in office by compliance with guidelines of the Regulator or otherwise in accordance with the Standards for any extended period); or
  - (vii) where the Fund is a Small APRA Fund, the RSE Licensee can no longer satisfy the requirements of being a trustee of a Small APRA Fund unless the Trustee can continue in office by compliance with guidelines of the Regulator or otherwise in accordance with the Standards; and
- (b) be filled as soon as practicable on any vacancy arising if such a vacancy causes or would in time cause the Fund to cease being an SMSF or Small APRA Fund as the case may be.

### 3.5 Notification and Declaration Requirements

If required by the Standards and subject to rule 23, a declaration, notification or other document prescribed by the Standards shall be completed and lodged with the Regulator or retained with the Fund's records within the required time on a change in the office of Trustee or change in the directorship of a Corporate Trustee.

### 3.6 Decisions — Individual Trustees

If the Trustee comprises of:

- (a) no more than two individuals, trustee decisions shall require unanimous approval; or
- (b) more than two individuals, trustee decisions shall require majority approval;

and if there is any deadlock in making any decision, each trustee's vote shall be weighted in relation to the value of each of their respective total Account balances (if any) in the Fund and the vote with the greatest overall weighting shall prevail, unless the Standards prescribe otherwise.

### 3.7 Decisions — Successor Trustees and LPRs

- (a) The following shall have the same voting rights as the Nominating Member or Member would otherwise have had as Trustee:
  - (i) a Successor Trustee appointed in accordance with rule 3.3; or
  - (ii) an LPR appointed as Trustee in place of a Member in any other circumstance.
- (b) If the LPR acting as Trustee, whether as Successor Trustee or otherwise, is comprised of more than one person, whether acting jointly or jointly and severally, then:
  - (i) those persons shall jointly be entitled to only one vote as Trustee; and
  - (ii) in the event of a deadlock in making any decision, the LPR's joint vote shall only be weighted once under rule 3.6 in relation to the value of the Account balance of the Nominating Member or Member, as the case requires, whom the LPR acts as Trustee in place of.
- (c) Notwithstanding rule 3.7(a), if:

- (i) a Successor Trustee appointed in accordance with rule 3.3 continues to be, and is permitted to be, a Trustee of the Fund after the events described in rules 3.3(f)(i) and 3.3(f)(ii) in the manner contemplated by rule 3.3(f); or
- (ii) an LPR appointed as Trustee in place of a Member in any other circumstance continues to be, and is permitted to be, a Trustee of the Fund after, as the case requires:
  - (A) Benefits in respect of the deceased Member's Interest commence to be payable;
  - (B) the Member ceases to be under a legal disability; or
  - (C) the LPR ceases to hold an enduring power of attorney in respect of the Member;

then that Trustee shall, after the relevant event, have the ordinary voting rights of any Trustee as provided for in rule 3.6.

### 3.8 Meetings — Individual Trustees

Trustees may communicate with each other and meet together for the dispatch of business and adjourn and otherwise regulate their business as they think fit and, unless the Standards prescribe otherwise:

- (a) the Trustees may confer or communicate via any means as the Trustees consider appropriate including any electronic means. Subject to rules 3.8(c) and 3.8(d), a resolution passed by such a conference or communication method shall be effective, notwithstanding that the Trustees may not be present together in the same place at the same time;
- (b) if there is any interruption to a conference of Trustees, the Trustees have a discretion to determine that the interruption constitutes an adjournment of the conference until the time communications are reconnected or the Trustees determine;
- (c) a resolution may be confirmed by written, electronic or by such other means as the Trustees approve; and
- (d) if all the Trustees have signed or passed a resolution which may be in a document or separate documents (including in a manner permitted by rule 3.8(c)) containing a statement that they are in favour of a resolution, that resolution shall be taken to have been passed at the time at which the document was signed or approved by the last Trustee required to sign or approve of that document.

### 3.9 Decisions and Meetings — Corporate Trustees

If the Trustee is a Corporate Trustee, Trustee decisions and meetings shall be in accordance with the Company Rules unless the Standards prescribe otherwise.

### 3.10 Trustee Remuneration

Subject to rule 5 and the Standards:

- (a) during any period that the Fund is an SMSF, neither a director of a Corporate Trustee nor an individual who is a Trustee shall be entitled to receive remuneration from the Fund for their services unless remuneration is permitted under the Standards;
- (b) subject to rule 3.10(a), any individual Trustee or director of a Corporate Trustee engaged in any profession or business may, notwithstanding their office, act in

a professional capacity, and shall be entitled to charge and be paid not more than a commercial rate for all professional and other charges for any business or work or act done by them, their firm, or their company, in connection with the Fund including acts which a Trustee could have done personally; and

- (c) subject to rule 3.10(a), an individual Trustee or a director of a Corporate Trustee shall not be required to make an election between professional charges and any commission or fees otherwise authorised by the Members, statute or a court of law and an RSE Licensee or acting trustee shall be entitled to its normal fees, charges and commissions including any amounts authorised by legislation.

### 3.11 Vesting assets on a change of trustee

A change of Trustee including the appointment or removal of a Successor Trustee made in accordance with this rule 3 whether by deed, resolution or otherwise is sufficient to effect such a change (whether an appointment, resignation or other change) and vest the Fund's assets in the name of the new or continuing Trustees or Successor Trustees, as the case may be, without any further need for any document evidencing that change to be registered or stamped with any government or similar body or any further action unless such a requirement cannot be excluded under the Trustee Law or other Applicable Law of the relevant State or Territory.

## 4. Trustee's Duties

### 4.1 The Trustee must:

- (a) act honestly in relation to all matters concerning the Fund;
- (b) exercise, in relation to all matters concerning the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with assets of another for whom that person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers are performed and exercised in the best interests of the beneficiaries;
- (d) keep the money and other assets of the Fund separate from any money and assets, respectively:
  - (i) that are held by the Trustee personally;
  - (ii) that are money or assets of an employer or an associate; or
  - (iii) that are otherwise not part of the Fund;
- (e) not enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising its functions and powers;
- (f) formulate and give effect to one or more investment strategies that have regard to the whole of the circumstances of the Fund and the circumstances of particular Members including, but not limited to, the following:
  - (i) the risk involved in making, holding and realising, and the likely return from, the investments of the Fund having regard to the Fund's objectives and expected cash flow requirements;
  - (ii) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;

- (iii) the liquidity of the Fund's investments having regard to the Fund's expected cash flow requirements; and
- (iv) the ability of the Fund to discharge its existing and prospective liabilities;
- (g) formulate and give effect to one or more strategies for the prudential management of any reserves held by the Fund consistent with the Fund's investment strategies and its capacity to discharge its liabilities, whether actual or contingent, as and when they fall due;
- (h) provide Members with access to any prescribed information and prescribed documents in accordance with the Standards; and
- (i) ensure that such other duties or covenants that a trustee of the Fund must comply with under the Standards, including preparation of a derivatives risk statement and related documentation, are complied with.

## 5. Trustee's Indemnity

5.1 Subject to the Standards, the Trustee and its directors or officers shall not be liable or responsible for any loss:

- (a) arising from a breach of trust or otherwise, unless the loss was caused by the Trustee's own fraud or dishonesty or intentional or reckless failure to exercise the degree of care and diligence it is required to exercise;
- (b) suffered as a result of relying on any professional advice or assistance, provided that the Trustee was acting in good faith;
- (c) suffered as a result of the delegation in good faith of any function, discretion, duty or obligation;
- (d) resulting from the Trustee complying with the Standards notwithstanding that the act or omission may constitute a breach of trust or non-compliance with the express provisions of these Governing Rules; or
- (e) suffered by the Fund or any Member as a result of:
  - (i) no or insufficient or inadequate insurance being obtained by the Trustee, whether the loss was foreseeable or not; or
  - (ii) an insurer failing to pay, in whole or in part, an amount in respect of an insurance policy for whatever reason;

unless the Standards require that the Trustee and its directors or officers must remain liable or responsible for the act or omission resulting in the loss if the act or omission gave rise to a monetary penalty under the civil penalty order provisions of the Standards or otherwise.

5.2 The Trustee shall:

- (a) be fully indemnified out of the Fund for the costs of managing and administering the Fund and all other liabilities incurred by or on behalf of the Fund as required by the Standards;
- (b) be indemnified and discharged even if, after a change of Trustee, there remains a sole Trustee; and

- (c) have a lien on and may use the assets of the Fund to satisfy this indemnity unless prohibited by regulations 13.13 or 13.14, Part 5 of the SISR or otherwise by the Standards.
- 5.3 A Member or Beneficiary is not required to indemnify the Trustee against any liability incurred by the Trustee in respect of the Fund even if there is a deficiency of Fund assets and the Trustee has no power or authority to enter into any contract that binds a Member or Beneficiary personally either jointly or severally.
- 5.4 Unless otherwise agreed between interested parties, the Trustee's costs of obtaining advice, including legal, accounting, investment, financial, actuarial or other advice and all related assistance and information in respect of the Fund shall be met by the Fund.

## **6. Investment**

### **6.1 Fund Investments**

- (a) Subject to rules 2 and 4 and the Standards, the Trustee shall ensure that all of the assets of the Fund are invested in such appropriate investments, in Australia or elsewhere, as the Trustee thinks fit including, without limitation:
  - (i) any investment taken to be prudent under Trustee Law;
  - (ii) on deposit or on loan, with or without security, at such rate of interest and upon such terms as the Trustee may consider reasonable;
  - (iii) the purchase or acquisition of any real or personal property and in particular (but not limited to) any chattels, machinery, plant, stock-in-trade, patents, trade marks, registered designs and copyrights or any interest in them;
  - (iv) the giving or taking of leases, licences or options over real or personal property or any interest in respect of them;
  - (v) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
  - (vi) the purchase or acquisition in any way of shares or stock (of any class or description) or of any type of bond, mortgage, debenture, note, option, instalment warrant, hedge, foreign exchange or currency, futures or derivative contract, contract for difference or other like security or arrangement in or in respect of a company, other entity or asset, whether listed or unlisted and whether it is fully or partly paid up and whether secured or unsecured, registered or unregistered;
  - (vii) on deposit with or on loan to any bank, building society, credit co-operative or other financial institution and in any type of account, whether secured or not and the Trustee is empowered to open and operate accounts accordingly;
  - (viii) in financial instruments and the Trustee may draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, cheque, bank bill or other negotiable or transferable instrument;
  - (ix) any mortgage or other security on freehold, leasehold or any other form of property even though the amount of the loan may exceed two-thirds of the value of the property and whether or not a report or valuation has been obtained on the value of the property;

- (x) any policy or annuity whether by proposal, purchase or otherwise, and any choses in action, and any interests for life or any lesser term or in reversion;
  - (xi) the purchase or acquisition of or subscription for any interest in a trust, including any unit or sub-unit in any unit, fixed or hybrid trust, whether listed or unlisted, whether held individually or jointly and whether the units or sub-units are fully or partly paid up or whether their issue involves any other interest whether contingent or not;
  - (xii) any business (including a business of property development, primary production or similar trading enterprise) including any direct or indirect interest in any business and if a Trustee has invested in a business the Trustee may, to the extent permitted by the Standards, carry on the business or employ persons to carry on the business on behalf of the Trustee; and
  - (xiii) any other investments which are acceptable under the Standards.
- (b) The Trustee shall not be empowered or authorised to:
- (i) make loans or give any other financial assistance using the resources of the Fund to a Member or a relative of a Member;
  - (ii) make loans to, make investments in or enter into Leases over assets of the Fund with a related party or related trust of the Fund that would cause the loan, investment or Lease to exceed the level permitted by the Standards, subject to rule 6.1(b)(i);
  - (iii) subject to rule 7.3(j), borrow money on behalf of the Fund; or
  - (iv) acquire assets, including any insurance policy, from an Employer, a Member, a related trust or any other related party;

unless authorised by the Standards and only to the extent (if any) allowed by the Standards.

## 6.2 Separately Identifiable Assets

- (a) The Trustee may deal with specific assets of the Fund in respect of particular Members on a temporary or permanent basis in accordance with rules 6.2(b) or 6.2(c) respectively.
- (b) The Trustee may segregate an asset of the Fund on a temporary basis as follows:
  - (i) acquire and maintain any specific assets for the purposes of supporting any Interest or of paying any Benefit and acquire and deal with any asset, insurance, annuities or similar arrangements for any Member;
  - (ii) establish, change or discontinue any sub-fund, portfolio, account or class of Membership ('**Sub-Account**') within the Fund with separately identifiable assets, Members and liabilities with Interests in such part only held by the Members in that Sub-Account or class of Membership as may be the case;
  - (iii) alter, exchange and segregate certain assets from other assets and deal with the Fund as different Sub-Accounts, segments or partitions in respect of certain assets as the Trustee determines and deal with liabilities accordingly;

- (iv) reallocate, alter or exchange a segregated asset from one Sub-Account to another Sub-Account regardless of whether any or all of the Sub-Accounts are supporting a Pension and regardless of whether one Sub-Account is for the benefit of one Member and the other Sub-Account is for the benefit of another Member;
  - (v) apply, without obtaining any of the consents required by Trustee Law, any part of the Fund in its actual condition or state of investment in or toward satisfaction of any Benefit as the Trustee thinks fit; and
  - (vi) if a specific asset is held for a Member, Sub-Account or a class of Members, reflect the value of the asset and the Earnings on such asset in the Accounts for that Member, Sub-Account or class of Members or such other Accounts as the Trustee determines.
- (c) Notwithstanding any other provisions in these Governing Rules, the Trustee may quarantine any asset of the Fund on an ongoing basis as follows:
- (i) the Trustee may establish any Sub-Account or class of Membership within the Fund with separately identifiable assets and Members and the Trustee shall record such assets in the Accounts of the Members of the particular Sub-Account or class of Membership and deal with liabilities accordingly;
  - (ii) the Earnings on such assets shall only be reflected in the Sub-Accounts for those Members for whom the particular asset is held. Any Taxes and expenses payable in respect of the particular asset shall be debited to the Sub-Accounts of those Members for whom the asset or investment is held; and
  - (iii) such assets shall not be transferred out of the Sub-Accounts of those Members under rule 22 or otherwise, other than for the purpose of providing a Benefit to those Members in accordance with these Governing Rules.
- (d) Notwithstanding any other provisions in these Governing Rules, the Trustee may accept property from a person ('Transferor') who is a Member of the Fund if the Trustee complies with the following:
- (i) if the Transferor is the only member of the Fund or the property is held by the Trustee solely for the benefit of the Transferor; and
  - (ii) the property is used solely for the purpose of providing a retirement benefit to the Transferor.
- (e) Property is held solely for the benefit of the Transferor if:
- (i) the property is held specifically for the benefit of the Transferor, as a Member of the Fund; and
  - (ii) the property (or proceeds of sale of the property) cannot be pooled with property held for another Member of the Fund; and
  - (iii) no other Member of the Fund can obtain an interest in the property (or the proceeds of sale of the property).
- (f) Notwithstanding any other provisions in these Governing Rules, a transfer of property from a person ('Transferor') to the custodian of the Trustee of the Fund may be accepted in respect of a Member if:
- (i) the Transferor is the only member of the Fund; or

- (ii) the property is used solely for the purpose of providing a retirement benefit to the Transferor.
- (g) Notwithstanding rule 24, the Trustee may resolve that any of rules 6.2(d), 6.2(e) and 6.2(f) apply to the property being acquired and if such a resolution is made such rules irrevocably apply in respect of the property until the Fund is wound up.
- (h) The Trustee may ascertain and fix the value of the assets of the Fund and the liabilities to which the Fund is committed in accordance with the Standards, and every ascertainment or fixing of value made under this rule shall bind all persons who are or may become interested in the Fund, including persons who do not have legal capacity and persons who are not yet Members.

## **7. Powers**

- 7.1 The Trustee has an absolute discretion in carrying out any acts, matters and things it deems expedient for the purposes of the Fund. In the exercise of the powers, authorities and discretions conferred on the Trustee by law and these Governing Rules, the Trustee shall have an absolute and uncontrolled discretion to exercise or refrain from exercising all powers, authorities and discretions.
- 7.2 Unless otherwise required under these Governing Rules or under the Standards, the Trustee is not obliged to give reasons for its acts or omissions.
- 7.3 The Trustee has the power, having regard to the Fund's status at the relevant time, to do anything that a trustee of a superannuation fund is permitted to do under the Standards and at law, including the power to:
- (a) settle, compromise, commence, carry on or defend proceedings or submit to arbitration or mediation any claims, matters or things relating to these Governing Rules or the rights of any Member including in any court, tribunal or other forum or medium the Trustee considers appropriate;
  - (b) purchase an interest in an Approved Fund to provide all or part of a pension or annuity or to provide all or a part of the Pension payable in respect of a Member and the pension or annuity shall be in the name of the Trustee or, if the Trustee shall so determine, in the name of the Member in accordance with the Standards;
  - (c) pay all Disbursements;
  - (d) sell, vary, improve, renovate or repair any investment and may exchange any investment for another investment;
  - (e) commence, acquire or carry on any business (including a business of property development, trading in securities, primary production or similar trading enterprise) including being involved or owning a direct or indirect interest in any business and if the Trustee has any interest in any business the Trustee is empowered to manage that interest as it deems appropriate and may, to the extent permitted by the Standards, employ moneys, resources and persons to carry on the business on behalf of the Trustee;
  - (f) set aside out of the Fund from time to time such amount of money as is sufficient, in the Trustee's opinion, to meet any debt or obligation due or accruing;
  - (g) pay calls on shares or stock or units forming part of the Fund and to accept transfers of shares or Securities;

- (h) assent to and concur in any arrangement, sale, transfer or exchange of any shares, stock, debentures or other Securities modifying any rights, privileges or interest in relation to the Fund and to agree to and concur in any scheme of arrangement for the increase or reduction of the value or amount of the same in the capital of any company, trust or other investment in which any shares, stock, debentures or other Securities forming any part of the Fund for the time being may be invested or agree to or concur in any rearrangement of its capital or its reconstruction or any arrangement made or proposed to be made by it for any purpose;
- (i) subject to rules 6.1(b)(i) and 6.1(b)(ii), lend money and provide similar financial assistance and to secure the repayment of it in any manner and upon such terms and conditions, including with or without security or with or without interest, as the Trustee determines;
- (j) subject to the Standards, borrow money from any persons, firms, corporations, bodies, associations or governmental or municipal bodies, including a related party:
  - (i) to apply for the acquisition of an asset where:
    - (A) the asset or a replacement for that asset ('Asset') is held on trust for the benefit of the Trustee until the Trustee acquires legal ownership of the Asset;
    - (B) the Asset is one which the Trustee is not prohibited from acquiring under the Standards;
    - (C) the rights of the lender against the Trustee for default on the borrowing and any charges related thereto are limited to the Asset;
    - (D) if the Trustee has a right relating to the Asset, the rights of the lender against the Trustee for the Trustee's exercise of its right are limited to rights relating to the Asset;
    - (E) the borrowing complies with any other requirement under the Standards; and
    - (F) upon such terms with or without security or interest as the Trustee deems fit and to give, or to authorise the giving of security by mortgage, charge (whether fixed or floating) or otherwise in respect of the Asset. The rights of the mortgagee or chargee shall take priority in all respects over the rights of the Members and Beneficiaries hereunder and all other persons whomsoever;
  - (ii) to acquire an Asset where the borrowing otherwise complies with such rules relating to a borrowing by a trustee of a regulated superannuation fund as may be provided under the Standards including without limitation having regard to the following:
    - (A) the purpose of the borrowing, which may be in addition to acquiring an Asset, may also be to cover repairs and maintenance;
    - (B) refinancing of a borrowing (including any accrued interest thereon);
    - (C) limiting the rights of the lender or any other person in respect of the borrowing against the Trustee in respect of the Asset;
    - (D) what is a collection of assets;

- (E) what constitutes a replacement asset;
  - (F) where more than one borrowing arrangement may be involved to acquire the same Asset or where more than one borrowing arrangement may be involved to acquire different Assets; and
  - (G) any other relevant matter; or
- (iii) to pay Benefits or to settle Securities as provided for under the Standards;
- (k) indemnify or undertake to indemnify anyone or any body in respect of any claims, matters or things relating to the Fund or to the rights of Members in respect of the Fund;
  - (l) insure or re-insure any risks, contingencies, penalty, costs, audits, investigations, investments or liabilities in respect of the Trustee, the Fund, the Members, any assets of the Fund or any other matter with any insurance company, mortgage insurance company, re-insurance company, financial institution or any other entity willing to accept or underwrite such risks as the Trustee determines;
  - (m) underwrite or sub-underwrite any risks, contingencies or liabilities including any under a superannuation arrangement conducted by an Employer if there exists the possibility of transfers of Employees to the Fund;
  - (n) procure the registration or recognition of the Trustee or the Fund in any overseas country or jurisdiction including to become registered as a qualifying recognised overseas pension scheme, a qualifying retirement plan or similar arrangement and the Trustee is empowered to attend to any associated action, matter or thing including the provision of any undertaking, disclosure of information or entering into any arrangements or agreement that the Trustee considers appropriate;
  - (o) subject to rule 1.3, complete any election or perform any act as required by the Standards, including changing the status of the Fund to or from an SMSF to a Small APRA Fund or other type of Approved Fund, accumulation, pension or any other type of fund permitted or required by the Standards;
  - (p) open any account or accounts with any bank or financial or other institution and to operate such an account or accounts and to draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque, bank bill or other negotiable or transferable instrument;
  - (q) raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note, derivative or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustee thinks fit. Any money raised by the Trustee will form part of the Fund;
  - (r) subject to the Standards, give or authorise the giving of security by way of mortgage, charge, guarantee, indemnity or otherwise in respect of any asset of the Fund;
  - (s) generally do any other act or thing as the Trustee considers necessary or expedient in respect of the management and administration of the Fund and to further the interests of the Fund; and
  - (t) to enter into any derivatives contract or purchase or sell or deal in any derivatives product, and otherwise to do and perform all things such as to

operate, utilise or deal with the facilities of any stock or futures exchange either directly or through any broker or agent in any market in any part of the world.

7.4 The Trustee may exercise any power or discretion even if this gives rise to a conflict of interest. For the avoidance of doubt, the Trustee may exercise any power or discretion even if:

- (a) the Trustee;
- (b) any person being a director or shareholder of a Trustee;
- (c) any person being a relative of a Trustee; or
- (d) any person being a relative of a director or shareholder of a Trustee (if the Trustee is a corporate trustee);

has or may have a direct or indirect interest, whether:

- (e) in his/her personal capacity;
- (f) as a shareholder or director or as a relative of the Trustee;
- (g) as a relative of a director or shareholder of a Trustee;
- (h) as member or partner of any company or partnership; or
- (i) as a beneficiary of any trust including any discretionary, unit or hybrid trust);

in the mode or the 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 even if the Trustee or director of a corporate Trustee is a sole Trustee or director.

7.5 The Trustee may:

- (a) take out and maintain insurance over risks and liabilities in respect of the Fund including insurance:
  - (i) on the lives, disability and working capacity of Members;
  - (ii) for the event of trauma or similar specified events suffered by Members;
  - (iii) in respect of the Fund's assets or trustee liabilities; and
  - (iv) in order to provide Benefits to Members and, on their death, to their Dependants or LPR;
- (b) transfer any insurance policy, annuity contract or other similar entitlement in the Fund in favour of a Member in respect of any Benefit entitlement under these Governing Rules and the Trustee may determine the value, if any, that is attributable to the entitlement transferred;
- (c) reduce or abandon insurance cover in relation to a Member who consents thereto or whose age, ill health or other circumstances makes it too costly or impracticable to effect or continue such cover; and
- (d) meet the cost of insurance out of any Account in the Fund.

7.6 The Trustee may withhold Tax from any Benefit, contributions, amounts allocated from a reserve Account, Earnings, gains, assets, Disbursement or other payment received, receivable or paid or payable by the Fund and obtain and furnish any information and deal in or pay any Tax.

- 7.7 The Trustee may pay any Tax liability of a Member in respect of contributions received by the Trustee on the Member's behalf if permitted by the Standards.
- 7.8 The Trustee may obtain and, subject to its discretion, act (or refrain from acting) on any advice or obtain any assistance as it considers appropriate.
- 7.9 Subject to the Standards and these Governing Rules, the Trustee may pay an amount or transfer assets to or in favour of a Member and the Trustee may accept an amount or assets directly or indirectly from a Member or any other party (if an amount is paid or assets are transferred to another party) provided its consent is obtained in respect of any such payment, receipt or transfer.
- 7.10 Subject to the Standards, the Trustee may restrict, limit or fetter its powers, discretions or duties. Moreover, the Trustee may delegate any functions, duties, discretions or obligations, including the holding of title to the assets of the Fund, to any person, entity, organisation, custodian, agent, nominee or bare trustee to exercise or undertake on behalf of the Trustee by power of attorney (whether enduring or otherwise), resolution, deed or otherwise for any purpose and with any powers, conditions, limitations, authorities or discretions as it thinks fit, provided that any custodian or investment manager is appointed in writing. Similarly, the Trustee may remove, replace or suspend any person or organisation as it considers appropriate.
- 7.11 Subject to rule 8.5 and the Standards, the Trustee is empowered to comply with and do all things necessary to give effect to orders, agreements or arrangements (whether formal or informal) including:
- (a) splitting orders, Payment Splits or interest splits;
  - (b) binding financial agreements and any superannuation agreements;
  - (c) flagging orders or flag-lifting agreements; and
  - (d) any similar orders or agreements for de facto relationships made pursuant to the Family Law Act.
- 7.12 The Trustee is empowered to do or refrain from doing any other such thing as is necessary in order to comply with such orders, agreements or arrangements referred to in or contemplated by rule 7.11, and the Trustee shall, subject to the Standards, be entitled to charge reasonable fees and charges for such acts, matters or things.
- 7.13 Subject to the Standards, in the event that any Member of the Fund makes any claim, assertion, complaint, demand, request or otherwise in relation to the Fund or the Trustee that, in the Trustee's opinion, is of little or no substance, even if the matter does not involve any legal action or third party, the Trustee can recover any expense or cost in relation to the administration, dispute resolution or any dealing in relation to that Member from their Interest in the Fund and shall not be under any obligation to notify that Member or any other Member of the Fund or person in relation thereto.
- 7.14 If the terms and conditions of a Benefit provided by this Fund are not expressly prescribed in these Governing Rules either in whole or in part, the Trustee shall determine the terms and conditions under which that Benefit is provided. The Trustee must ensure that at least the minimum terms and conditions of the Standards relating to that type of Benefit are complied with.
- 7.15 The Trustee shall not discriminate against any person on the grounds of that person's sex or marital status or in any other manner that would infringe the *Sex Discrimination Act 1984* (Cth) or any other Australian law (including state or territory law) concerned with discrimination.
- 7.16 Subject to the Standards, the Trustee may determine that any of its discretions or powers have effect on a current, retrospective or prospective basis.

## **8. Membership**

### **8.1 Eligibility**

Subject to rules 1.3, 3 and 8.2 and the Standards, the Trustee may admit any one or more of the following applicants to Membership:

- (a) a person under a legal disability, including a person under a legal disability because of age;
- (b) a person under 65 years of age, including a person who is or who is not Gainfully Employed;
- (c) subject to rules 9.3 and 9.4, a person 65 years of age or older;
- (d) subject to rule 8.5, a Spouse who becomes entitled to a Benefit or Interest in the Fund under an order or agreement made pursuant to the Family Law Act;
- (e) subject to rule 8.6, a Spouse who is entitled to contributions-splitting;
- (f) an Eligible Spouse; or
- (g) any other person authorised under the Standards.

### **8.2 Requirements for Membership**

The Trustee shall only admit an applicant for Membership:

- (a) If the applicant:
  - (i) has provided an Application for Membership Form to the Trustee, unless the Trustee determines that the applicant may apply for Membership by such other means as the Trustee considers appropriate, including without limitation a verbal request by the applicant to the Trustee; and
  - (ii) is, subject to rule 3.2, not a Disqualified Person and they intend to be appointed as an individual trustee or director of a Corporate Trustee, as the case may be, of the Fund; or
- (b) if the applicant (or person to be appointed as an individual trustee or director of a Corporate Trustee in place of the applicant under rule 8.2(a)(i)) and the Trustee of the Fund satisfy such other requirements as are prescribed by the Standards or the Regulator.

### **8.3 No minimum Interest**

Subject to these Governing Rules including rule 8.8, a person who has or will have a nil or negative Interest in the Fund or whose Interest is reduced to nil or becomes negative:

- (a) may be admitted for Membership by the Trustee; or
- (b) in the case of an existing Member — continues to be a Member until the Trustee determines otherwise.

### **8.4 Conditional admission**

The Trustee may admit an applicant as a Member of the Fund and attach special conditions to their Membership or Interest in the Fund.

**8.5 Family Law — New Interests**

Despite any other provision of these Governing Rules and unless the Trustee determines otherwise in relation to a request under regulation 7A.05 of the SISR, a new interest in the Fund shall not be created for a Non-Member Spouse.

**8.6 Spouse Contributions-Splitting**

Despite any other provision of these Governing Rules, if a Member requests the Trustee under any spouse contributions-splitting provisions of the Standards to create a new interest in the Fund for a Spouse, the Trustee may refuse to create the interest.

**8.7 Evidence**

Each applicant for Membership and each Member shall give to the Trustee full and accurate information and produce such documents and other evidence, including submitting to health and medical checks and tests, as the Trustee may reasonably and lawfully require from time to time in connection with their Membership of the Fund.

**8.8 Cessation**

Subject to the Standards and the Trustee's discretion to determine otherwise, a Member shall cease to be a Member of the Fund upon the earliest to occur of the following:

- (a) in relation to that Member's death — when all of the deceased Member's Interest has been paid or otherwise applied by the Fund towards the Beneficiaries of the deceased Member or the Member's LPR or both and this rule 8.8(a) shall take priority over rule 8.3;
- (b) when the Trustee determines that their continued Membership may cause the Fund to become another type of fund;
- (c) when the Trustee requires that a Member cease their Membership of the Fund to comply with the Standards;
- (d) when the Member is required to cease their Membership of the Fund to comply with the Family Law Act or an agreement made pursuant to that Act;
- (e) if the Standards require cessation of Membership, then at such time as the Standards require; or
- (f) when the Trustee shall otherwise reasonably determine.

**8.9 Interest of a deceased or legally disabled Member**

- (a) If a Member is deceased or under a legal disability:
  - (i) the Trustee shall continue to be bound by these Governing Rules in respect of the remaining Interest of a Member who is deceased or under a legal disability; and
  - (ii) the LPR of the Member who is deceased or under a legal disability may exercise the powers that the Member could have exercised as a Member had he or she been alive or not under a legal disability, as the case requires;

until all of the deceased Member's Interest has been paid or otherwise applied by the Trustee towards the Beneficiaries of the deceased Member or the deceased Member's LPR or both or until the Member ceases to be under a legal disability, as the case requires, but subject to rules 8.3 and 8.8.

- (b) If the LPR exercising the powers of a deceased Member or a Member under a legal disability is comprised of more than one person, whether acting jointly or

jointly and severally, then the persons comprising the LPR shall jointly have one vote only in any decision making by the Members and that vote shall only be weighted once in relation to the value of the deceased Member's Interest or the Account balance of the Member under a legal disability, as the case requires.

#### 8.10 **Members bound by Governing Rules**

Members shall be bound by these Governing Rules even though they have not read or obtained a copy of same upon becoming a Member of the Fund.

#### 8.11 **Members appoint Trustee**

Each Member appoints the Trustee as his or her attorney to do anything permitted or required by these Governing Rules until the Member provides notice in writing otherwise.

### 9. **Contributions**

9.1 The Trustee may, in respect of one or more Members, accept contributions to the Fund by an Eligible Contributor only if and to the extent that the contributions are permitted under the Governing Rules and the Standards, but is under no obligation to do so. These contributions may be of:

- (a) money;
- (b) Securities listed on a prescribed stock exchange in Australia or elsewhere that are authorised by the Standards, subject to rule 6.1(b)(iv);
- (c) business real property, as that term is defined under the Standards;
- (d) units or shares in a related trust or company that are permitted to be acquired under the Standards;
- (e) money or assets that have been paid or transferred to another person or entity, the result of which is to offset a liability or pay an expense of the Fund; and
- (f) any other asset or benefit conferred upon the Fund, subject to rule 6.1(b)(iv).

9.2 Subject to the Standards, the Trustee may accept contributions made in respect of a Member who has not reached 65 years of age.

9.3 The Trustee may, subject to the Standards, accept contributions made in respect of a Member who has reached 65 years of age but not reached 75 years of age if:

- (a) the contributions are Mandated Employer Contributions;
- (b) the Member has been Gainfully Employed on at least a Part-Time Basis in respect of the Financial Year in which the Trustee accepts those contributions; or
- (c) the contributions are otherwise permitted by the Standards.

9.4 The Trustee may accept contributions made on behalf of a Member who has reached 75 years of age if:

- (a) the contributions are Mandated Employer Contributions; or
- (b) the contributions are otherwise permitted by the Standards.

9.5 The Trustee may not accept any contribution:

- (a) if the Member's tax file number has not been provided to the Trustee, unless it is provided within 30 days of the Trustee receiving the contribution;
- (b) if the non-concessional contributions in a financial year in respect of the Member exceeds
  - (i) if the Member is 64 or less on 1 July of the financial year — three times the amount of the Non Concessional Contributions Cap; or
  - (ii) if the Member is 65 but less than 75 on 1 July of the financial year — the Non-Concessional Contributions Cap; or
- (c) in such other circumstances as prescribed by the Standards.

9.6 If the Trustee receives an amount that is inconsistent with rule 9.5, then the Trustee shall, as required by the Standards, return the amount to the Member within 30 days of the Trustee becoming aware that the amount was received in a manner inconsistent with rule 9.5 unless:

- (a) if the amount received is inconsistent with rule 9.5(a) — the Member's tax file number is quoted to the Trustee within 30 days of the amount being received by the Trustee;
- (b) if the amount received is inconsistent with rule 9.5(b) — a valid notice under section 290-170 of the ITAA 1997 is received by the Trustee within 30 days of this amount being received by the Trustee; and

the Trustee may adjust the amount that is returned to the contributor as permitted by the SISR. A reference to 30 days in this rule includes such further period permitted under the Standards.

9.7 An Eligible Contributor is not bound to make any contribution to the Fund unless the Eligible Contributor is bound to make the contribution in accordance with a separate contribution agreement between the Trustee and the Eligible Contributor.

9.8 Contributions by an Eligible Contributor shall only be made to the Fund in amounts and at times acceptable to the Trustee. The Trustee may request that an Eligible Contributor provide such information or documentary evidence as the Trustee considers relevant in order to determine whether the tendered contribution may be accepted by the Fund.

9.9 Where a contribution or part of a contribution exceeds a Member's Concessional Contributions Cap (or any other cap so allowed by the Standards), the Trustee may, if requested by the Member and permitted by the Standards and only to the extent permitted by the Standards, repay such excess amount to the Member (or such other person permitted by the Standards).

9.10 A contribution paid to the Trustee by mistake may, subject to the Standards, be repaid to the contributor. The Trustee may adjust the amount that is repaid to the contributor as permitted by the SISR to take into account any costs, Earnings and Taxes as it determines appropriate.

## 10. **Benefits**

### 10.1 **Benefit Election**

If a Member becomes entitled to the payment of a Benefit from the Fund, the Member may, subject to the Standards, elect to receive their Benefit in one or more of the following types:

- (a) one or more Lump Sums;

- (b) one or more Pensions;
- (c) one or more Temporary Incapacity Income Streams;
- (d) one or more Miscellaneous Benefits, if the Member has satisfied the specific criteria relevant to each Miscellaneous Benefit elected by the Member;
- (e) one or more annuities acquired from one or more Approved Funds; or
- (f) any other type of Benefit permitted by these Governing Rules or the Standards;

unless the Benefit must be provided in some other form under the Standards and provided that the sum of all Benefits does not exceed the Member's total Interest in the Fund.

#### 10.2 Requirements of Election

- (a) Unless the Trustee determines otherwise, an election under rule 10.1 shall be in writing and indicate the desired amount or extent that a Lump Sum, Pension or any other Benefit contemplated in rule 10.1, as the case may be, is sought to be received and must be provided to the Trustee before the Benefit commences to be paid or within such further period as the Trustee permits.
- (b) The Trustee may waive any requirement in rule 10.2(a) and may approve an election on a current, retrospective or prospective basis.
- (c) A Member may specify in any election relating to a Pension whether or not it is intended to be a Reversionary Pension and, if so, subject to rule 18.1(h), to whom and what other terms or conditions the Member would wish the Pension to be subject to.

#### 10.3 Trustee's discretion

If a Trustee receives a request to provide a Benefit to a Member or to make some other payment, the Trustee shall, subject to the Standards and any BDBN, determine the following:

- (a) whether such Benefit will be provided by the Fund;
- (b) whether such Benefit will be paid to the Member or on behalf of the Member in favour of another person or entity in accordance with rule 10.10(c) or otherwise;
- (c) the amount of the Benefit and which Account the Benefit is to be paid out of;
- (d) if relevant, the commencement day of the Benefit and the timing and frequency of any payment or payments, as the case may be;
- (e) whether a Pension commences to be payable and, if so, whether such a Pension will be reversionary and the amount of Pension that may be withdrawn each financial year; and
- (f) any other characteristics the Trustee determines;

provided that any such determination is subject to any specific requirements that the Benefit be provided in a particular manner or form necessary to comply with the Standards. Should the Trustee determine that such a Benefit will not be provided or, in the case of a Benefit other than a single Lump Sum, continued, the request by the Member may be disregarded and the Trustee may, subject to the Standards, commute a Pension back into accumulation at any time it determines.

#### 10.4 **Proportioning of Interest and Benefits**

- (a) If required by the Standards, where the Trustee determines to provide a Benefit to a Member or to make some other payment, the Trustee shall:
- (i) calculate the proportions of the value of the Member's Interest (excluding the value of that part of the Member's Interest that is, at the time of calculation, used to provide a Pension) that the Tax Free Component and Taxable Component represent; and
  - (ii) apply those proportions to the amount of the Member's Interest used to provide the Benefit;
- so that the Tax Free Component and the Taxable Component of the Benefit (and, in the case of a Pension, each payment made from the Pension) correspond to the proportions those components comprise in the Member's Interest as provided in rule 10.4(a)(i).
- (b) The relevant time for determining the value of the Member's Interest and the amounts of the Tax Free Component and the Taxable Component that comprise that Interest is:
- (i) if the Benefit to be provided by the Trustee is a Pension — when the Pension commences;
  - (ii) if the Benefit to be provided by the Trustee is a Lump Sum — just before the Lump Sum is provided to the Member;
  - (iii) if the Benefit is a Lump Sum that arises from the commutation of all or part of a Pension — when the Pension commenced; or
  - (iv) at such other time as required by the Standards.
- (c) Rule 10.4(a) shall not apply, or shall apply in a modified manner, to the following:
- (i) an amount transferred in accordance with rule 22.6(b);
  - (ii) an allotment of a splittable contribution under rule 22.4;
  - (iii) a government co-contribution Benefit;
  - (iv) a superannuation guarantee Benefit;
  - (v) a Lump Sum that is a Disability Superannuation Benefit;
  - (vi) a Lump Sum with an element untaxed; or
  - (vii) in any other case provided by the Standards.

#### 10.5 **Death Benefits**

Upon the death of a Member, the payment of the deceased Member's Interest shall be in accordance with rules 18 and 19.

#### 10.6 **Preservation of Interest**

The Trustee shall ensure, to the extent that an Interest is required to be preserved under the Standards, that:

- (a) the Interest is preserved in the Fund;
- (b) the Interest is transferred to an Approved Fund; or

- (c) the Interest is transferred to a Member or the Commissioner in accordance with rule 22.6(b);

in accordance with the Standards and the Trustee may make all determinations, notifications and elections in relation to the components or amounts of such Interest and may treat all or part of a Member's Interest as preserved even though such amount is not required to be preserved by the Standards.

#### 10.7 Form of Benefits

A Benefit may be paid either in money or in any other form of assets provided that the Benefit is paid in accordance with the Standards.

#### 10.8 Member's Debt

Subject to rule 10.6, if a Member owes money to the Trustee or to a Contributing Employer or its associate, the Trustee may, subject to the Standards, reduce the Member's Interest by the outstanding debt.

#### 10.9 Insurance Proceeds

Any Insurance Proceeds received in respect of a Member may, subject to the Standards, be equal to the amount (if any) paid or obtained by the Trustee in respect of any insurance or assurance policy or arrangement undertaken in respect of a Member and any other amount including any taxation benefit or saving to which the Trustee is entitled, less any amount credited from that amount to any other Account.

#### 10.10 Discharge

- (a) This rule is subject to rule 10.11.
- (b) The payment of all of a Member's Interest to or on behalf of a Member or a transfer to an Approved Fund of all of a Member's Interest shall be in full and final satisfaction and discharge of the Trustee's and the Fund's obligations in respect of that Member and all of their rights, entitlements and interests in the Fund, unless the Member continues to be a Member of the Fund after the payment of all of their Interest in accordance with rule 8.3 but subject to rule 8.8(a).
- (c) If any Benefit is payable to a person who lacks legal capacity, is a Disqualified Person or in such other circumstances the Trustee determines appropriate ('Recipient'), the Trustee may, subject to the Standards, pay a Benefit to the Recipient, the Recipient's Beneficiary, parent, guardian, LPR or may establish a trust for the Recipient with a suitable trustee that may include the Trustee ('Payee') and pay a Benefit to the Recipient's trust.
- (d) Where a Benefit is paid to a Payee in accordance with rule 10.10(c), it shall be subject to such terms and provisions as the Trustee determines, with associated costs of same being payable out of the Benefit, and:
  - (i) if the Payee is a professional person or carrying on a business, the Payee shall be entitled, subject to rule 3.10, to act as Payee and to charge fees accordingly;
  - (ii) the Payee shall be entitled to pay or apply the Benefit or any part of it at any time for the Recipient's advancement, maintenance, education or general well-being until they no longer lack legal capacity or are a Disqualified Person or for such period as the Trustee otherwise determines; and
  - (iii) the receipt by the Payee shall be a complete and final discharge to the Trustee for the application or payment.

#### 10.11 **Overpayment of Benefit**

If an overpayment of any Benefit is made to or in respect of a Member, the Trustee may, subject to the Standards:

- (a) reduce the Member's Benefit or remaining Interest in the Fund by the amount of the overpayment;
- (b) recover any amounts overpaid to the Member or any other party that has received the Benefit; or
- (c) undertake any such other measures to rectify the overpayment as the Trustee sees fit.

#### 10.12 **Asset-Test Exempt Pension**

During any period in which a Benefit is provided as a Pension that is an Asset-Test Exempt Pension:

- (a) the Trustee shall ensure that it complies with any requirement of the Social Security Legislation necessary to retain its status as an Asset-Test Exempt Pension during any period it is provided as an Asset-Test Exempt Pension;
- (b) the applicable provisions of the Social Security Legislation, as relevant, apply to the extent of any inconsistency in preference to any applicable provision of the SISA and the SISR relating to the provision or commutation of that Pension to ensure the Pension qualifies as an Asset-Test Exempt Pension; and
- (c) the annual rate of indexation, if applicable, of that Pension shall be limited by the maximum rate set by the Social Security Legislation and shall be fixed for the duration of the pension and shall not be varied unless variation is authorised by the Social Security Legislation or the Regulator.

#### 10.13 **Reduction in minimum and maximum payments and other changes**

- (a) Despite anything else in these Governing Rules or any documentation setting out the terms and conditions of a Benefit, a Benefit provided by the Trustee shall be subject to any change under the Standards applicable to that type of Benefit, including:
  - (i) a change to any minimum or maximum annual payment prescribed for that type of Benefit (including, for the avoidance of doubt, a reduction in a minimum payment or increase in a maximum payment which it is not in fact necessary to adopt in order to comply with the Standards); and
  - (ii) a change to any term or condition that must apply to the Benefit in order for the Benefit to comply with the Standards;

and to the extent of any inconsistency between this rule and any other provision of these Governing Rules or any documentation setting out the terms and conditions of the Benefit, this rule shall prevail.

- (b) A change under the Standards includes, without limitation, a change effected by way of temporary modification declaration or in any other manner having regard to the definition of Standards in rule 29.76.

#### 10.14 **Variation of Benefit**

The Trustee may pay an amount or adjust (by way of increase or decrease) a Member's Interest or any Account in the Fund for any Taxes, tax credits, tax deductions, rebates, offsets, reserves or other entitlements in relation to a Member including, without limitation, any deduction entitlements under section 295-470 of the ITAA 1997

(deductions for future liability to pay benefits) in respect of the death or disablement of a Member or under section 295-485 of the ITAA 1997 (anti-detriment deduction) but is not required to do so.

#### **10.15 Pensions and reversion**

The Trustee may, subject to the Standards, determine in respect of any Pension (including a Transition to Retirement Income Stream) to:

- (a) revert the Pension even though it has been commenced as a non-reversionary pension;
- (b) convert a reversionary pension into a non-reversionary pension;
- (c) convert a Pension into a different type of Pension; and
- (d) commute and roll over a Pension to another Benefit.

### **11. Lump Sums**

#### **11.1 Trustee discretion**

Applications by Members for Benefits under this rule are subject to rule 1.1 and rule 10.

#### **11.2 Regular Benefits**

If a Member:

- (a) Retires;
- (b) attains 65 years of age; or
- (c) is otherwise entitled to a Lump Sum in accordance with the Standards;

the Member is entitled to receive a Lump Sum.

#### **11.3 Death Benefits**

If a Member dies, a Beneficiary or the deceased Member's LPR is entitled to receive a Lump Sum.

#### **11.4 Disability Superannuation Benefit**

If a Member becomes Totally and Permanently Disabled, the Member is entitled to receive a Lump Sum.

#### **11.5 Variation**

A Member's Lump Sum may be varied by the Trustee utilising an amount in any other Account to fund such a Benefit.

### **12. Account-Based Pensions**

#### **12.1 Trustee Discretion**

Applications by Members for the commencement and payment of a Pension under this rule are subject to rule 10.

## 12.2 **Regular Benefits**

If a Member:

- (a) Retires;
- (b) attains 65 years of age; or
- (c) is otherwise entitled to an Account-Based Pension in accordance with the Standards;

the Member is entitled to receive an Account-Based Pension.

## 12.3 **Death Benefits**

Subject to rule 18.1(h), if a Member dies, a Beneficiary is entitled to receive an Account-Based Pension from the Member's Benefit by way of reversion or a new Account-Based Pension.

## 12.4 **Disability Superannuation Benefits**

If a Member becomes Totally and Permanently Disabled, the Member is entitled to receive an Account-Based Pension.

## 12.5 **Commutation and Variation**

Subject to rules 1.1, 22 and 29.2 and the Standards:

- (a) the Trustee may commute or transfer the whole or any part of an Account-Based Pension to a Lump Sum or any other Benefit permitted by the Standards at any time; and
- (b) an Account-Based Pension may be varied by the Trustee as permitted by the Standards.

# 13. **Transition to Retirement Income Streams**

## 13.1 **Trustee Discretion**

Applications by Members for the commencement and payment of a Pension under this rule are subject to rule 10.

## 13.2 **Regular Benefits**

A Member is entitled to receive a Transition to Retirement Income Stream on or after attaining Preservation Age.

## 13.3 **Progression to Account-Based Pension**

A Transition to Retirement Income Stream becomes an Account-Based Pension on satisfying rule 12.2 or 12.4 or if the Member dies as contemplated in rule 12.3.

## 13.4 **Commutation and Variation**

Subject to the limitations in rules 1.1, 22 and 29.85 and the Standards:

- (a) the Trustee may commute the whole or any part of a Transition to Retirement Income Stream to a Lump Sum or any other Benefit permitted by the Standards at any time; and
- (b) a Transition to Retirement Income Stream may be varied by the Trustee as permitted by the Standards.

## **14. Allocated Pensions**

### **14.1 Restriction on Commencement**

- (a) Applications by Members for the commencement of a Pension under this rule are subject to rule 10.
- (b) A Member may not, unless permitted by the Standards, commence to receive an Allocated Pension or a Non-Commutable Allocated Pension after 19 September 2007.

### **14.2 Pensions Commenced before 20 September 2007**

A Member may continue to be paid an Allocated Pension or a Non-Commutable Allocated Pension which was commenced before 20 September 2007.

### **14.3 Non-Commutable Allocated Pensions**

A Non-Commutable Allocated Pension which was commenced before 20 September 2007 becomes an Allocated Pension if the Member:

- (a) Retires;
- (b) attains 65 years of age;
- (c) becomes Totally and Permanently Disabled;
- (d) dies as contemplated in rule 14.4; or
- (e) is otherwise entitled to an Allocated Pension in accordance with the Standards.

### **14.4 Death Benefits**

Subject to rule 18.1(h), if a Member dies, a Beneficiary is entitled to receive an Allocated Pension from the Member's Benefit by way of reversion.

### **14.5 Conversion**

Subject to rules 1.1 and 22 and the Standards:

- (a) the Trustee may commence to pay an existing Allocated Pension as an Account-Based Pension without the Member commuting or transferring their existing Allocated Pension, subject to the Standards; and
- (b) the Trustee may commence to pay an existing Non-Commutable Allocated Pension as a Transition to Retirement Income Stream without the Member commuting or transferring their existing Non-Commutable Allocated Pension, subject to the Standards.

### **14.6 Commutation and Variation**

Subject to rules 1.1, 22 and 29.4 and the Standards:

- (a) the Trustee may commute or transfer the whole or any part of an Allocated Pension to a Lump Sum or any other Benefit permitted by the Standards at any time; and
- (b) an Allocated Pension or a Non-Commutable Allocated Pension may be varied by the Trustee as permitted by the Standards.

## **15. Market Linked Pensions**

### **15.1 Restriction on Commencement**

- (a) Applications by Members for the commencement of a Pension under this rule are subject to rule 10.
- (b) A Member may not, unless permitted by the Governing Rules and the Standards, commence to receive a Market Linked Pension or a Non-Commutable Pension after 19 September 2007.
- (c) A Member may commence to receive a Market Linked Pension or a Non-Commutable Pension after 19 September 2007 if:
  - (i) it is purchased with a roll-over Benefit that resulted from the commutation of a pension that meets the standards of subregulation 1.06 (2), (7) or (8) of the SISR; or
  - (ii) the Member is otherwise permitted under the Standards to commence to receive a Market Linked Pension or a Non-Commutable Pension.

### **15.2 Pensions Commenced before 20 September 2007**

A Member may continue to be paid a Market Linked Pension or a Non-Commutable Pension which was commenced before 20 September 2007.

### **15.3 Non-Commutable Pensions**

A Non-Commutable Pension which was commenced before 20 September 2007 becomes a Market Linked Pension if the Member:

- (a) Retires;
- (b) attains 65 years of age;
- (c) becomes Totally and Permanently Disabled;
- (d) dies as contemplated in rule 15.4; or
- (e) is otherwise entitled to a Market Linked Pension in accordance with the Standards.

### **15.4 Death Benefits**

Subject to rule 18.1(h), if a Member dies, a Beneficiary is entitled to receive a Market Linked Pension from the Member's Benefit by way of reversion.

### **15.5 Commutation and Variation**

Subject to the limitations in rules 1.1, 22 and 29.49(a)(iv) and the Standards:

- (a) the Trustee may commute the whole or any part of a Market Linked Pension or a Non-Commutable Pension to a Lump Sum or any other Benefit permitted by the Standards at any time; and
- (b) a Market Linked Pension or a Non-Commutable Pension may be varied by the Trustee utilising an amount in any other Account to fund such a Pension.

## **16. Temporary Incapacity Income Streams**

### **16.1 Trustee discretion**

Applications by Members for the payment of a Pension under this rule are subject to rule 10.

### **16.2 Regular Benefits**

If a Member:

- (a) suffers Temporary Incapacity; or
- (b) is otherwise entitled to a Temporary Incapacity Income Stream in accordance with the Standards;

the Trustee may pay a Member a Temporary Incapacity Income Stream for such period and amount as determined by the Trustee. The Trustee may vary or cease an income stream as it considers appropriate to ensure it complies with the Minimum Benefit rules and the Standards.

## **17. Miscellaneous Benefits**

### **17.1 Trustee discretion**

Applications by Members for the payment of a Benefit under this rule are subject to rule 10.

### **17.2 Other Benefits**

The Trustee may pay a Benefit to the Member to the extent permitted by the Standards, having regard to rule 7.14, if:

- (a) the Trustee determines that a Member is entitled to a Benefit not otherwise specified in these Governing Rules; and
- (b) the Benefit is permitted under the Standards.

### **17.3 Terminal Medical Condition**

If the Trustee determines that a Member has a Terminal Medical Condition, the Member is entitled to receive a Benefit allowed by the SISR.

### **17.4 Severe Financial Hardship**

If the Trustee determines that a Member is suffering severe financial hardship as prescribed by the SISR, the Member is entitled to receive a Benefit allowed by the SISR.

### **17.5 Compassionate Grounds**

If the Regulator determines that a Member is eligible for a payment from the Fund on compassionate grounds, the Member is entitled to receive any such Benefit allowed by the SISR.

### **17.6 Temporary Residency**

If a Member who is a temporary resident of Australia permanently departs Australia in circumstances as prescribed by the SISR and requests in writing the release of their Benefits, the Member is entitled to such Benefits as allowed under the SISR in respect of cessation of temporary residency.

## 17.7 **Small Balances**

If a Member's Gainful Employment with a standard employer-sponsor of the Fund is terminated and the Member's preserved Interest at the time of termination is less than:

- (a) \$200; or
- (b) such other amount prescribed by the SISR;

the Member is entitled to a Benefit as permitted under rule 10.1.

## 18. **Death Benefits**

### 18.1 **Payment of Benefit on Death**

- (a) This rule 18 is subject to rules 10, 19 and 23.4.
- (b) Upon the death of a Member:
  - (i) if required by the Standards, the Trustee must pay or commence to pay the deceased Member's Interest as soon as practicable; and
  - (ii) the Trustee may only transfer or roll-over the deceased Member's Interest to an Approved Fund for the purposes of payment if permitted by the Standards.
- (c) In paying a Benefit under rule 18, the Trustee:
  - (i) shall have regard to but shall not be bound by any non-binding nomination by the Member;
  - (ii) shall pay a deceased Member's Interest in favour of either or a combination of the following:
    - (A) the deceased Member's LPR; or
    - (B) one or more of the deceased Member's Dependants (including one or more Preferred Dependants);
  - (iii) shall, if unable to find either an LPR or a Dependant of the deceased Member, pay the deceased Member's Interest to an individual selected by the Trustee; and
  - (iv) may pay a deceased Member's Interest in favour of such other person (including any natural person, company, association or body) as the Standards or the Regulator permits.
- (d) The Trustee shall determine whether a Benefit paid under rule 18 in respect of a deceased Member's Interest should be any one or more of the following types:
  - (i) a single Lump Sum;
  - (ii) an interim Lump Sum and a final Lump Sum, the total of which shall not exceed the Interest of the deceased Member in the Fund;
  - (iii) one or more Pensions;
  - (iv) one or more annuities acquired from one or more Approved Funds; or
  - (v) any other form permitted by the Standards.

- (e) The Trustee may, subject to rule 10.4, make any determination relating to the type, amount and the value of any particular assets or reserves in the Fund that will fund a Benefit paid under rule 18.
- (f) If a Benefit is paid under rule 18 as a Pension, the Trustee may determine the type of Pension, whether it is commutable or not, whether it is reversionary or not, and the Trustee may attach such other conditions to such Benefit as the Trustee determines.
- (g) If required by the Standards, the remaining balance of a Pension or Reversionary Pension that was being paid prior to a deceased Member's death which is paid as a Benefit under rule 18 shall commence to be paid or be paid out of the Fund, as the case may be, within the maximum period required by the Standards.
- (h) Unless otherwise permitted by the Standards, a Benefit paid under rule 18 to a Dependant who is a Child of a Member shall be paid as a Lump Sum unless:
  - (i) the Child has not reached 18 years of age; or
  - (ii) the Child has reached 18 years of age and:
    - (A) is, at the time of the deceased Member's death, financially dependent upon the deceased Member and has not reached 25 years of age, provided that the Pension is paid to the Child as a Lump Sum on the earlier of the following:
      - (1) the day on which the Pension is commuted or the term of the Pension expires (unless the Pension is rolled-over to commence a new Pension); and
      - (2) the day on which the Child attains 25 years of age; or
    - (B) has a disability of the kind described in section 8(1) of the *Disability Services Act 1986* (Cth).
- (i) The Trustee may deal with a deceased Member's Interest either:
  - (i) in accordance with rule 22.7 to the extent required by the Standards; or
  - (ii) in any manner as the Trustee determines in its absolute discretion provided that the payment or application is in accordance with the Standards.

## 18.2 Evidence

The Trustee may require such evidence as it considers necessary in order to determine whether a person is entitled to the payment of a Benefit under these Governing Rules, including by submitting to such tests or producing such documentation as the Trustee reasonably requires.

## 18.3 Anti-detriment payments

- (a) If a Benefit is paid under rule 18 as a Lump Sum to a deceased Member's:
  - (i) LPR — to the extent to which the persons in rule 18.3(a)(ii) can reasonably be expected to benefit from the Member's estate; or
  - (ii) to a person who was a Spouse or Child of a deceased Member at the time of death or payment,

the Trustee may increase the Lump Sum by the Tax Saving Amount.

- (b) Subject to the Standards, the Trustee may make any adjustment to any Account in the Fund including any other Member's Interest in order to increase a Lump Sum in accordance with rule 18.3(a) and the Trustee may in doing so rely on, in addition to any other power or rule, rules 21.4 and 23.4.

## **19. Binding Death Benefit Nominations**

### **19.1 Making a BDBN**

A Member may, prior to their death, make a BDBN which the Trustee is bound to follow. The Member may specify in such BDBN matters including:

- (a) that their Interest is to be paid on their death to one or more of that Member's Dependants or LPR or both, to the exclusion of any other Dependant or LPR;
- (b) subject to rule 10.4(a), the proportion of the Member's Interest, the value, the particular assets, any specified part or amount, the Accounts or the reserves in the Fund that will be used to pay the Interest to the persons in rule 19.1(a); and
- (c) whether the amount is to be paid to each person in rule 19.1(a) as a Lump Sum, Pension or combination of Lump Sum and Pension and, if a Pension is provided (subject to rule 18.1(h) and the ability to pay a Pension to a Dependant on death under the Standards) the type of Pension, whether it is commutable or not and whether it is reversionary or not.

### **19.2 Form of BDBN**

A BDBN must:

- (a) be in writing;
- (b) be signed and dated by the Member in the presence of two adult witnesses, neither of whom is mentioned as a Dependant in the BDBN or is an LPR of the Member; and
- (c) contain a declaration signed and dated by both of the witnesses stating that the BDBN was signed by the Member in their presence.

### **19.3 Binding on Trustee**

The Trustee shall, in paying a Benefit under rule 19, be bound on and after the death of a Member to comply with the instructions set out in a Member's BDBN (or a copy thereof). Further, a BDBN overrides a Reversionary Pension nomination.

### **19.4 Revocation**

A Member may revoke a BDBN made at any time prior to that Member's death by:

- (a) making a new BDBN that revokes any prior BDBN; or
- (b) notifying the Trustee in writing that the Member revokes their BDBN,

and a revocation renders a BDBN void and inoperative in its entirety .

### **19.5 Non-lapsing BDBNs**

If the Fund is an SMSF, a BDBN shall, subject to any terms and conditions contained in the BDBN which may otherwise render it void or inoperative, continue in full force and effect until it is revoked in accordance with rule 19.4, regardless of the time period that has elapsed since the execution date of that BDBN and despite the maximum duration

of three years being specified in regulation 6.17A(7) of the SISR (which is applicable only to superannuation funds that are not SMSFs).

#### 19.6 **Enduring Power of Attorney**

A person appointed as an attorney under an Enduring Power of Attorney may make, vary or revoke a BDBN on behalf of a Member provided the Enduring Power of Attorney does not expressly preclude same. This provision is for clarity and does not limit the Governing Rules in any other respect especially having regard to rules 28.1(a) and 29.46.

#### 19.7 **BDBNs Subject to the Standards**

A BDBN will be rendered invalid to the extent that compliance with the BDBN would:

- (a) result in a contravention of the Standards that would cause the Trustee or the Fund to suffer a penalty or commit an offence; or
- (b) result in a deceased Member's Interest or any part thereof being paid:
  - (i) to a person who is neither a Dependant nor an LPR of that deceased Member unless this is not prohibited by the Standards; or
  - (ii) as a Pension or a reversionary Pension to a Child of a deceased Member, unless the exception in rule 18.1(h) applies or the Standards otherwise permit;

and for the avoidance of doubt, if the Fund is an SMSF then a BDBN is not rendered invalid to the extent that it does not satisfy any requirement expressed in regulation 6.17A(7) of the SISR (which is applicable only to superannuation funds that are not SMSFs).

#### 19.8 **Disclaiming**

A Beneficiary may disclaim all or part of any entitlement that they may otherwise become entitled to receive in respect of a BDBN within 60 days of being notified by the Trustee of their interest or such further period approved by the Trustee. The Trustee may reject a disclaimer by a Beneficiary and determine whether a disclaimer applies in respect of a Beneficiary's entitlement in whole or in part.

### 20. **Vesting and Membership Classes**

20.1 Subject to the Standards, no Interest in respect of a Member, other than a Minimum Benefit, shall vest in a Member or a Dependant after the happening of any of the following events:

- (a) the Member committing an act of bankruptcy or becoming an insolvent person under administration;
- (b) the Member assigning, securing or charging their Interest in the Fund (or attempting to do so); or
- (c) the Member's Interest whether by their own act, operation of law, an order of any court or otherwise becoming payable to or vested in any other person, company, government or other organisation;

and the Trustee shall be empowered to pay or apply any amount covered by this rule 20 in any manner as the Trustee determines in its absolute discretion from time to time provided that the payment or application is in accordance with the Standards.

- 20.2 Subject to rules 6.2(c) to 6.2(f), the Trustee may, in its discretion and subject to the Standards, establish, maintain or terminate:
- (a) classes of Membership; or
  - (b) vesting of contributions or Interests.
- 20.3 Rule 20.1 shall not apply to any Interest that has already vested in a Member or that constitutes a Minimum Benefit.

## **21. Accounts and Administration**

### **21.1 Establishment of Accounts**

The Trustee may establish any Account the Trustee deems appropriate, including, without limitation:

- (a) a Member or Employer accumulation Account;
- (b) a Pension Account;
- (c) a reserve Account (including, without limitation, a Pension reserve, investment reserve, contribution reserve and sundry reserve); and
- (d) any other Account, including any Sub-Account.

### **21.2 Trustee to Maintain Accounts**

- (a) The Trustee shall ensure that the Accounts are properly maintained and may set policies and procedures for recording movements in respect of the Accounts.
- (b) Subject to the Standards, the Accounts established by the Trustee shall be managed by the Trustee. The Trustee may determine what amounts are transferred in to and out of an Account and make all other decisions including what assets are used to fund an Account. The Accounts may contain such amounts as follows:
  - (i) Member and Employer accumulation Account: which may include contributions made by or in respect of a Member (as applicable) in accordance with rule 9, transfers, allocations, allotments or roll-overs in respect of a Member in accordance with rule 22 and amounts from any other source permitted under the Standards;
  - (ii) Pension Account: assets funding a Pension;
  - (iii) reserve Account: the Trustee may access and obtain amounts for a reserve Account from contributions, Earnings, transfers and roll-overs under rule 22 and from any other source permitted under the Standards; and
  - (iv) any other Account: any amount which the Trustee determines.
- (c) The Trustee may manage a reserve Account for any purpose permitted under the Standards, including:
  - (i) to fund the payment of a Pension (including maintaining any solvency or other reserve to satisfy a current or non-current Pension liability);
  - (ii) to supplement any Account of any Member or class of Membership;

- (iii) to accumulate amounts from Earnings and other sources to manage investment fluctuations and to utilise such reserves to supplement Earnings or for any other purpose that the Trustee determines;
- (iv) to make a provision (including a provision under rule 23.4) for or to fund the payment of a Benefit on the death of a Member to their LPR or Dependants, including to fund a Tax Saving Amount;
- (v) to fund the payment of a Temporary Incapacity Income Stream or the payment of a Benefit on Total and Permanent Disablement;
- (vi) to make provision for and to pay Disbursements;
- (vii) to manage contributions to the Fund and assist in allocating such contributions to the relevant Member or class of Members and to the relevant period; and
- (viii) to fund any other expense or liability or for any other purpose permitted under the Standards.

### 21.3 Earnings

- (a) Earnings may be credited or debited to any Account, unless supplemented by an allocation of an amount from a reserve Account or the Trustee determines otherwise, provided that:
  - (i) credits shall not total an amount greater than Earnings in a period; and
  - (ii) the debits shall not total an amount greater than Earnings in a period.
- (b) Earnings may be debited or credited to the Accounts, as the case may require, in respect of each Financial Year or in respect of such other period as the Trustee determines.
- (c) The Trustee may make any assumption, determination or estimate in crediting or debiting any Earnings.
- (d) Subject to the Standards, the Trustee may determine not to apply any further Earnings to or in respect of a Member on a request made by the Member to the Trustee in writing. A Member may withdraw a prior request at any time after which the Trustee may apply Earnings to or in respect of that Member at the Trustee's discretion.
- (e) In the exercise of its discretion in determining allocations of Earnings to each Account under this rule, the Trustee shall have regard to the Standards and:
  - (i) the amount in each Account and the period the amount has been in the Fund;
  - (ii) any assets held in respect of a Member or class of Membership under rule 6.2 and any net income or loss from those assets;
  - (iii) length of Membership, investment strategies and any professional or expert advice;
  - (iv) the level of the Fund's reserves; and
  - (v) the exchange and segregation of the assets of the Fund, if any, as assets set aside to meet Pension liabilities of the Fund whether under rule 6.2 or for other purposes of the Fund and the extent to which Earnings are attributable to those assets;

and the Trustee may have regard to such other matters the Trustee considers appropriate from time to time.

#### **21.4 Applying Reserves**

- (a) The Trustee may apply all or any part of a reserve Account for any purpose permitted under the Standards in respect of any Member or class of Membership or the Fund generally, including without limitation to fund a Tax Saving Amount.
- (b) In making a determination to apply an amount from a reserve Account under rule 21.4(a), the Trustee shall first take into consideration any implications such an application may have for a Member's Concessional Contributions Cap or Non-Concessional Contributions Cap.

## **22. Transfers, Roll-Overs and Internal Roll-Overs**

### **22.1 Transfers and Roll-Overs into and within the Fund**

- (a) Subject to the Standards, the Trustee may, upon the written request of an Eligible Contributor, allow an Asset Transfer to be made in respect of a Member into or within the Fund. The Trustee may in its discretion waive the requirement for a request to be in writing.
- (b) An Asset Transfer may with the Trustee's consent be made from another Approved Fund, or an Account or Interest within the Fund, as the case may be.
- (c) The Trustee shall not accept a directed termination payment unless permitted by the Standards.

### **22.2 Transfers and Roll-Overs from the Fund**

- (a) Subject to the Standards, the Trustee must, upon receiving a written request from a Member or, if the Trustee otherwise determines, allow an Asset Transfer to be made in respect of a Member from the Fund within the time required by the Standards, unless the Fund is an SMSF in which case the Trustee may allow or refuse such an Asset Transfer on receipt of a request from a Member.
- (b) The Trustee may refuse to allow an Asset Transfer to an Approved Fund that is not a complying superannuation fund or one that the Trustee reasonably suspects may not be a complying fund.
- (c) An Asset Transfer may be made with Notional Assets passing from another Approved Fund, or an Account or Interest within the Fund, as the case may be.
- (d) In addition to any other power to withhold amounts, the Trustee shall withhold an amount from an excess untaxed roll-over amount if withholding tax is payable on the amount, unless otherwise required by the Standards.

### **22.3 Recording of Transfers and Roll-Overs to Interests in the Fund**

In the event of the receipt of an Asset Transfer or the undertaking of an allotment in accordance with this rule, the Trustee shall ensure the Accounts are appropriately adjusted to comply with the Standards.

### **22.4 Spouse Contributions-Splitting**

- (a) Subject to rule 8.6, this rule 22 and the Standards, the Trustee may, upon receiving a request from a Member, allot all or some of a splittable contribution that is a concessional contribution made by or in respect of the Member to or in

respect of that Member's Spouse, provided that such allotment does not exceed the maximum amount that may be allotted as prescribed by the Standards.

- (b) Subject to the Standards, where a splittable contribution is allotted to a Member's Spouse in accordance with rule 22.4(a), the entire amount allotted to the Member's Spouse will form part of the Taxable Component of the Interest of the Member's Spouse.

#### **22.5 Written Request Requirement**

- (a) A written request received from a Member must contain such information prescribed by the Standards to enable an Asset Transfer both to and from an Interest, an Account or an Approved Fund under this rule.
- (b) Before allowing an Asset Transfer, the Trustee shall request such further information and documents as prescribed by the Standards as is necessary to facilitate the Asset Transfer if this is not provided by the Member in their written request.
- (c) The Trustee may, subject to the Standards, undertake an Asset Transfer even though the Member has not completed a written request or complied with this rule 22.

#### **22.6 Mandatory Transfers, Roll-Overs and Release Authorities**

- (a) Subject to the Standards, the Trustee may facilitate an Asset Transfer in respect of a Benefit which is required to be paid to or in respect of a Member of the Fund to an Approved Fund, an Account or as a Benefit determined by the Trustee if a Member has failed to provide instructions in relation to the Asset Transfer within a reasonable time period of the Benefit first becoming payable.
- (b) If the Trustee is given a release authority with which the Trustee is required to comply under section 292-415 of the ITAA 1997 or section 292-80C of the *Income Tax (Transitional Provisions) Act 1997* (Cth) or as otherwise authorised under the Standards, the Trustee shall facilitate an Asset Transfer in favour of the Commissioner or the Member, as the case requires, within 30 days after receiving the release authority or as otherwise required by the Standards.
- (c) If the Trustee is permitted under the Standards, the Trustee may, following the request by a Member, facilitate an Asset Transfer to or in favour of a Member to enable them to manage their contribution caps.

#### **22.7 Unclaimed Money**

The Trustee must comply with any Standards relating to unclaimed money where a payment is required to be made in respect of a Member who cannot be located after the Trustee has made reasonable efforts and inquiries.

#### **22.8 Discharge on Transfer**

The receipt by the trustee of an Approved Fund of an Asset Transfer shall be a complete and final discharge to the Trustee and the Fund in respect of any liability to the Member in relation to their Benefit or the amount or value of the assets subject to that Asset Transfer.

#### **22.9 Proportioning of Asset Transfer**

If the Trustee determines to allow an Asset Transfer, rule 10.4 shall apply to the Asset Transfer (except an Asset Transfer effected under rule 22.6(b)) if required by the Standards as if the reference to Benefit in that rule was a reference to the Asset Transfer.

## **23. Disclosure, Records and Auditors**

### **23.1 Notifications and Disclosure of Information**

The Trustee shall cause any notifications and information to be provided by or in respect of the Fund, as required from time to time by the Standards, including the following if necessary:

- (a) an appropriate notification upon a person becoming (including a product disclosure statement, if required) or ceasing to be a Member;
- (b) changes to the office of Trustee or directors of a Corporate Trustee;
- (c) annual disclosures at the end of each Financial Year (or relevant period) in respect of a Member, the Fund or other person;
- (d) changes to these Governing Rules, including the name of the Fund;
- (e) contact and other details for the Fund;
- (f) a copy of these Governing Rules, which shall be available for inspection by each Member and any LPR of a Member, including a deceased Member; and
- (g) any other information specified by the Standards which must be provided to or may be requested by a Member, Employer, Regulator or any other person or entity at least once a year or at such other times as the Standards may prescribe.

### **23.2 Records and Record Keeping**

The Trustee shall:

- (a) cause proper records to be maintained, and shall cause the relevant notifications and annual or other returns to be lodged with the Regulator, the Members and any other relevant authority in accordance with the Standards;
- (b) keep a record of all Trustee minutes and decisions relating to the Fund for a period of at least ten years, or such longer period as may be required by the Standards;
- (c) keep a record of the Fund's Accounts, financial statements and returns for a period of at least five years, or such longer period as may be required by the Standards; and
- (d) keep a record of any notice, declaration or election made or given by the Trustee or a Member in relation to any matter of the Fund for such period as required by the Standards.

### **23.3 Financial Statements**

- (a) The Trustee shall cause financial statements and any other required statement to be prepared as soon as practicable after the end of each Financial Year and at any other times as required by the Standards.
- (b) The Trustee may make any determination regarding the Fund's financial statements including whether to record the financial statements at cost or market value and whether the Fund is to be a reporting or non-reporting entity.

### **23.4 Provisions**

- (a) The Trustee may make provision or adjustment in the Accounts for, among other things:

- (i) any Disbursements, liabilities, depreciation and amortisation;
  - (ii) Taxes, tax credits, rebates, offsets including any provision for future income tax benefit or provision for deferred income tax; and
  - (iii) any other provision or adjustment the Trustee considers appropriate.
- (b) The Trustee may make any estimate or adjustment it deems appropriate in valuing any amount under rule 23.4(a).

### 23.5 Auditor

The Trustee must appoint an Auditor for each Financial Year or as required under the Standards within the time required by the Standards to:

- (a) audit the financial statements and the records of the Fund requiring audit;
- (b) report in writing to the Trustee; and
- (c) perform any related function.

## 24. Variation

24.1 The Trustee may at any time, by deed or written resolution, vary these Governing Rules and such variation shall apply on the date of variation or on a prospective or retrospective basis (including any provisions deemed to be included under rule 26) subject to rules 24.2 to 24.5.

24.2 Any variation to these Governing Rules shall continue to ensure that:

- (a) the Trustee of the Fund is a Corporate Trustee; or
- (b) the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

24.3 No variation shall reduce a Member's Interest accrued before the date of the amendment unless the Trustee has the written consent of any Member whose Interest would be reduced or adversely affected.

24.4 Despite rule 24.3, a variation may reduce a Member's Interest accrued before the date of the amendment without obtaining the Member's consent if:

- (a) the reduction in Interest is required because of, and does not exceed the value of, any additional Tax payable on the Fund's Earnings due to such things as changes in Taxation laws;
- (b) the reduction is required to enable the Fund to comply with the Standards or the Regulator provides its written approval to the reduction; or
- (c) the variation is otherwise authorised by the Standards;

and the Trustee need not observe any of the conditions in Trustee Law which may otherwise apply to the amendment or to the process of making the amendment.

24.5 A variation must not change or revoke a Member's prior BDBN without that Member's prior written consent.

24.6 A variation may implement conditions that:

- (a) restrict future variations; or
- (b) require the consent of a third party.

## 25. Winding-Up

- 25.1 The Trustee shall wind-up and terminate the Fund in the manner provided by this rule when any of the following events occur:
- (a) an agreement to wind-up the Fund is made between all Members, the LPR of any deceased Member (in respect of whom an Interest remains in the Fund) and the LPR of any Member under a legal disability, subject to rule 8.9(b);
  - (b) the Trustee decides that the continuation of the Fund is not reasonably justified; or
  - (c) the Fund is required to be wound-up to comply with the Standards.
- 25.2 The termination shall take effect on a date ('**Wind-up Date**') which is the date on which the first of the events described in rule 25.1 occurs, unless:
- (a) if the relevant event was the event referred to in rule 25.1(a) — all the Members, the LPR of any deceased Member (in respect of whom an Interest remains in the Fund) and the LPR of any Member under a legal disability; or
  - (b) if the relevant event was another event referred to in rule 25.1(b) — the Trustee;
- determines that the termination shall take effect on some other date, which may be on a prospective or retrospective basis.
- 25.3 The Trustee shall close the Membership of the Fund on the Wind-up Date and determine the amount or value of assets available for satisfying the amount credited to the Accounts of each Member after taking into account and making necessary provisions for the Disbursements and losses related to winding-up and finalising the Fund.
- 25.4 The Trustee:
- (a) shall roll-over or transfer to an Approved Fund any Interest of a Member that the Trustee cannot pay to the Member that can be satisfied by the amount determined under rule 25.3 in respect of each Member and any applicable reserve or surplus;
  - (b) may make any adjustment to each Member's Interest and any applicable reserve or surplus on account of any surplus or deficiency arising during the course of and before finalising the winding-up of the Fund; and
  - (c) may pay to each Member any Benefit that the Member requests, provided that:
    - (i) the Trustee shall not roll-over or transfer a Member's Interest (or a part of it) if such a payment, roll-over or transfer would be inconsistent with the Standards; and
    - (ii) the Trustee may maintain any Interest in respect of a Member after the Fund is wound-up subject to similar trusts as contained in these Governing Rules or roll-over or transfer the Member's Interest to an Approved Fund until the Member is entitled to be paid their Interest.
- 25.5 Where any amount remains after the winding-up and roll-over or transfer of Interests (as contemplated in rule 25.4), the amount so remaining shall, subject to the Standards, be paid to any person who has ever been a Member or to any other person or entity that the Trustee chooses in the proportions the Trustee considers reasonable and equitable.
- 25.6 The Fund shall be administered and the assets distributed or paid upon a winding-up so that the Fund does not infringe the Standards.

- 25.7 The payment, roll-over or transfer of a Member's Interest or other amount in accordance with this rule shall, subject to the Standards, be a complete and final discharge of the Trustee and the Fund in respect of that Member.

## **26. Implied Standards**

- 26.1 This rule 26 shall have a paramount effect to ensure that these Governing Rules and the Fund comply with the Standards. To the extent that the Standards:

- (a) empower the Trustee to do or not to do something that the Trustee would not otherwise have power to do;
- (b) require the Governing Rules to contain a provision that is not contained or to not contain a provision which the Governing Rules do contain;
- (c) require compliance by the Trustee with the minimum requirements of the Standards; or
- (d) impose a less onerous requirement than these Governing Rules;

those provisions shall, having regard to the Fund's status at the relevant time, be implied as part of these Governing Rules and to the extent of any inconsistency prevail over the express provisions of these Governing Rules.

- 26.2 If rule 26.1 no longer requires a provision referred to in rule 26.1 to override the provisions of these Governing Rules, then that provision shall cease to have effect.
- 26.3 The Trustee is not to be taken to be in breach of these Governing Rules if the Trustee is in breach of a provision implied by rule 26.1 if the contravention of the Standards is waived or is not enforced by the Regulator or any competent jurisdiction.
- 26.4 Despite rule 26.1 the Trustee may, after taking the advice of a lawyer experienced in superannuation, by resolution declare that any provision which would otherwise be implied by rule 26 shall not be so implied.
- 26.5 Rule 26.1 shall apply on a prospective basis from the date of commencement of these Governing Rules or, for any standard that applies after that time, the date the relevant standard commences to operate, as the case may be. However, the Trustee may decide that the Standards shall apply on a retrospective basis or in an amended way, either in whole or in part.

## **27. Applicable Law**

- 27.1 These Governing Rules shall be construed in accordance with the laws of the state or territory in which the Trustee resides and the Commonwealth of Australia and to the extent the courts and tribunals of those jurisdictions have application to the Fund, their jurisdictions shall be exclusive except to the extent that the parties to a proceeding agree to another jurisdiction. If the Trustee comprises individuals who reside in different jurisdictions, the applicable Australian state or territory is, unless the parties agree otherwise, the one where the individual with the largest total Account balance resides.

## **28. Interpretation**

- 28.1 In these Governing Rules, unless the context otherwise requires or the Trustee determines otherwise:

- (a) a reference to any person, company, association or body includes a reference to its respective authorised officers, agents, delegates, successors, assigns, LPR, executors and administrators;
- (b) references to any provision of these Governing Rules, law, regulation, temporary modification order, ruling, circular or guideline are references to same as amended, consolidated, supplemented or replaced from time to time;
- (c) words importing any one gender include all genders and words importing the singular include the plural and vice versa;
- (d) a reference to a rule can be a reference to a distinct rule, sub-rule, paragraph, sub-paragraph or the like to simplify references throughout these Governing Rules;
- (e) the table of contents and headings shall not be taken into account in the interpretation of these Governing Rules;
- (f) if any question or dispute arises in respect of the Fund or in respect of the interpretation of the Governing Rules, the Trustee's decision on the matter shall be final and binding;
- (g) references to the age of a Member or other person shall be read subject to the Standards, and if any stated age is inconsistent with the Standards, then the age in the Standards prevails; and
- (h) a reference to a word or term in these Governing Rules, if that word or term has a defined meaning under the Standards but no express meaning in these Governing Rules, has the same meaning as given by the Standards.

## 29. Definitions

The following words shall, unless the Trustee determines otherwise or the context requires otherwise, have the meanings shown below:

29.1 **Account** means a record of amounts held by the Trustee in the Fund;

29.2 **Account-Based Pension** means a Pension:

- (a) that cannot be transferred to another person other than to a Reversionary Beneficiary on the death of a Member or of another Reversionary Beneficiary;
- (b) that neither the capital value of nor the income from the Pension can be used as security for a borrowing;
- (c) that do not permit the capital supporting the Pension to be added to by way of contribution or roll-over after the Pension has commenced;
- (d) that is paid at least annually; and
- (e) the total payments in a year (including any payments made under a Payment Split but excluding amounts rolled over) in which there is an Account balance in respect of the Member, are at least the amount calculated under clause 1 of Schedule 7 of the SISR;

or that otherwise complies with regulations 1.06(9A)(a), 1.06(9A)(c), 1.06(9A)(d), 1.06(9B) and 1.07D of the SISR or such parts of the Standards as govern account-based pensions;

29.3 **Actuary** means a practising member of the Institute of Actuaries of Australia or any other actuary approved by the Standards;

29.4 **Allocated Pension** means a Pension:

- (a) that commenced before 20 September 2007 and:
  - (i) that cannot be transferred to another person other than to a Reversionary Beneficiary on the death of a Member or of another Reversionary Beneficiary;
  - (ii) that neither the capital value of nor the income from the Pension can be used as security for a borrowing;
  - (iii) that is paid at least annually; and
  - (iv) in respect of payments from the Pension:
    - (A) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 — the payments in a year (excluding payments by way of commutation but including any payments made under a Payment Split) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the SISR; or
    - (B) for a Pension that has a commencement day on or after 1 January 2006 — the payments in a year (excluding payments by way of commutation but including any payments made under a Payment Split) are not larger or smaller in total than the respective maximum and minimum limits for the year calculated in accordance with either Schedule 1A or 1AAB of the SISR;
  - (v) that otherwise complies with regulations 1.06(1A), 1.06(4), 1.06(5), 1.06(9B) and 1.07A of the SISR and the Standards relating to allocated pensions; or
- (b) that commences on or after 20 September 2007 and otherwise complies with such parts of the Standards as govern allocated pensions;

29.5 **Approved Fund** means:

- (a) a superannuation fund (including this Fund, an SMSF, a Small APRA Fund and any other type of fund);
- (b) an eligible roll-over fund;
- (c) a retirement savings account;
- (d) the Superannuation Holding Accounts Special Account;
- (e) an insurance company;
- (f) a registered organisation or similar entity; or
- (g) any other fund, entity or arrangement that is recognised under the Standards including a pension fund, annuity arrangement, life assurance or insurance policy;
- (h) any other fund, entity or arrangement which, among other things, can accept a transfer, allocation, allotment or roll-over from the Fund of a Member's Interest or is authorised to transfer, allocate, allot or roll-over a Member's Interest to or in respect of the Fund in accordance with the Standards;

29.6 **APRA** means the Australian Prudential Regulation Authority, and its authorised officers;

- 29.7 **Asset-Test Exempt Pension** means a Pension that is exempt from the assets test or income test in whole or in part under the Social Security Legislation;
- 29.8 **Asset Transfer** means a transfer, allocation, allotment or roll-over (including an internal roll-over amount or the commutation or roll-over of a Pension) made with money, assets or a deemed amount or value of assets ('**Notional Assets**') and may be in respect of a Member, class of Members or in respect of a period of time;
- 29.9 **ATO** means the Australian Taxation Office, the Commissioner or, alternatively, some other official or body empowered with the administration of SMSFs and any of their authorised officers;
- 29.10 **Auditor** means an auditor who is:
- (a) registered under the *Corporations Act 2001* (Cth);
  - (b) a member or, if the Standards require, a fellow of:
    - (i) CPA Australia;
    - (ii) The Institute of Chartered Accountants in Australia;
    - (iii) the National Tax and Accountants Association Ltd;
    - (iv) the National Institute of Accountants; or
    - (v) the Association of Taxation and Management Accountants;
  - (c) an Auditor-General of the Commonwealth, a State or Territory; or
  - (d) a person that otherwise qualifies to act as an auditor under the Standards;
- 29.11 **BDBN** means a written direction binding the Trustee as to the payment of all or part of an Interest on or after the death of a Member that complies with rule 19 and **Binding Death Benefit Nomination** has a corresponding meaning;
- 29.12 **Beneficiary** means a Dependant, a trustee for a Dependant, a Reversionary Beneficiary or other beneficiary who is entitled to Benefits in respect of a Member's participation in the Fund under rules 18, 19 or otherwise and **Beneficiaries** has a corresponding meaning;
- 29.13 **Benefit** means any amount paid or payable by the Fund to or in respect of a Member including a Lump Sum, a Pension, a Miscellaneous Benefit, a Temporary Incapacity Income Stream and any other payment under these Governing Rules but excludes a Defined Benefit Pension;
- 29.14 **Child** in relation to a Member includes, subject to the Standards;
- (a) an adopted child, a stepchild or an ex-nuptial child of the Member;
  - (b) a child of the Member's Spouse; and
  - (c) someone who is a child of the Member within the meaning of the *Family Law Act 1975* (Cth);
- 29.15 **Commissioner** means the Federal Commissioner of Taxation authorised under the *Taxation Administration Act 1953* (Cth) or any other Commonwealth law;
- 29.16 **Company Rules** means the articles of association, constitution or governing rules of a Corporate Trustee;
- 29.17 **Concessional Contributions Cap** means the relevant concessional contributions limit applicable to the Member as prescribed for the relevant Financial Year by the Standards;

- 29.18 **Contributing Employer** means, unless the Trustee determines otherwise, an employer who (or whose associate) employs a Member but only for so long as the employer (or associate) is eligible to contribute to the Fund in respect of that employment or for so long as the Member remains a Member of the fund, and the Trustee may notify the Contributing Employer that it may contribute to the Fund with the Notification to Contributing Employer Form;
- 29.19 **Corporate Trustee** means a trading or financial corporation formed within the limits of the Commonwealth under the jurisdiction of the Commonwealth under section 51(xx) of the *Commonwealth of Australia Constitution Act* eligible to act as a trustee of a regulated superannuation fund in accordance with the Standards;
- 29.20 **Defined Benefit Fund** means a fund:
- (a) that has at least one Defined Benefit Member; and
  - (b) some or all of the contributions to which (out of which, together with earnings on those contributions, the Benefits are to be paid) are not paid into a fund, or accumulated in a fund, in respect of any individual member but are paid into and accumulated in a fund in the form of an aggregate amount;
- 29.21 **Defined Benefit Member** means a Member entitled, on retirement or termination of their employment, to be paid a Benefit defined, wholly or in part, by reference to either or both of the following:
- (a) the amount of:
    - (i) the Member's salary at a particular date, being the date of the termination of the Member's employment or of the Member's Retirement or an earlier date; or
    - (ii) the Member's salary averaged over a period before Retirement; or
  - (b) a specified amount;
- 29.22 **Defined Benefit Pension** means a pension under section 10 of the SISA, other than:
- (a) a Pension Funded by Assurance;
  - (b) an Account-Based Pension (including a Transition to Retirement Income Stream);
  - (c) an Allocated Pension (including a Non-Commutable Allocated Pension);
  - (d) a Market Linked Pension (including a Non-Commutable Pension); or
  - (e) any other Pension excluded from the definition of defined benefit pension in Division 9.2B of the SISR;
- 29.23 **Dependant** in relation to a Member means, in the opinion of the Trustee, any one or more of the following:
- (a) the Spouse of the Member;
  - (b) any Child of the Member;
  - (c) any person with whom the Member has an interdependency relationship as prescribed in the Standards;
  - (d) any other person who is financially dependent upon the Member or if the Member is deceased, was financially dependent upon the deceased Member at or after the time of the deceased Member's death; and

- (e) any other person who would be regarded as a dependant under the Standards at the relevant date;
- 29.24 **Disability Superannuation Benefit** means a Benefit paid if a Member suffers Total and Permanent Disablement;
- 29.25 **Disbursements** means, unless the Trustee determines otherwise:
- (a) the direct costs of establishing, administering, managing, operating and terminating the Fund; and
  - (b) any administrative, insurance or Taxation costs which are or which relate to those direct costs;
- 29.26 **Disqualified Person** means, subject to the Standards:
- (a) an individual who:
    - (i) is an insolvent under administration;
    - (ii) has been disqualified by the Regulator;
    - (iii) has at any time been the subject of a civil penalty order made under the Standards; or
    - (iv) has at any time been convicted of an offence involving dishonest conduct anywhere in the world; or
  - (b) a body corporate which:
    - (i) has an individual who is a Disqualified Person as a director;
    - (ii) has had a receiver or receiver and manager appointed in respect of assets beneficially owned by the body;
    - (iii) has had an official manager, deputy official manager or administrator appointed in respect of the body;
    - (iv) has had a provisional liquidator appointed in respect of the body; or
    - (v) has begun to be wound up; or
  - (c) any natural person who, or body corporate or other entity which, is otherwise prohibited under the Standards from acting as Trustee of the Fund;
- 29.27 **Earnings** means the positive or negative amount which the Trustee determines to be the income of the Fund less Disbursements (or any part thereof) either:
- (a) for a Financial Year; or
  - (b) for any other period for which the Trustee may declare Earnings,
- which may exclude amounts ('**Excluded Amounts**') determined by the Trustee to be treated as capital and include amounts ('**Included Amounts**') which the Trustee has determined to be income (including any profit or gain) which but for that determination would not be included in Earnings where Excluded Amounts and Included Amounts may be positive or negative and may be due to timing or permanent differences or other adjustments and Earnings may also reflect unrealised gains or losses;
- 29.28 **Eligible Contributor** means:
- (a) a Member;
  - (b) a Relevant Spouse in respect of an Eligible Spouse;

- (c) an Employer or an associate of an Employer;
- (d) the Government, Regulator or similar entity or organisation; and
- (e) any other contributor permitted, under the Standards, to make contributions, transfers, allocations, allotments or roll-overs to or in respect of the Fund;

29.29 **Eligible Spouse** means the Spouse of either:

- (a) a Member; or
- (b) another person, if permitted by the Standards;

on whose behalf contributions can be made to the Fund in accordance with the Standards and **Relevant Spouse** means the Spouse of that Member or person, as the case may be;

29.30 **Employee** means a person who is Gainfully Employed by an Employer;

29.31 **Employer** means a Contributing Employer or such other employer authorised by the Trustee to make contributions in respect of a Member who is an Employee;

29.32 **Family Law Act** means the *Family Law Act 1975* (Cth) and any applicable regulations relating thereto;

29.33 **Financial Year** means a continuous 12 month period with a 30 June year end unless the Trustee is permitted to adopt a different 12 month period by the Standards and includes part of a Financial Year, as applicable;

29.34 **Form** means the appropriate form in Part B of these Governing Rules. However, the Trustee may use or accept any document providing similar information or waive the requirement of requiring a form to be completed;

29.35 **Full-Time Basis** means at least 30 hours each week or such other time or conditions as are prescribed as full-time by the Standards;

29.36 **Fund** means the fund governed by these Governing Rules;

29.37 **Funded by Assurance** means wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely for the purposes of providing Benefits to Members;

29.38 **Gainfully Employed** means employed or self-employed for gain or reward in any work, business, trade, profession, vocation, calling, occupation or employment within the meaning of the term gainfully employed in the Standards, and **Gainful Employment** has a corresponding meaning;

29.39 **Governing Rules** means these rules (including any deemed provision under rule 26) and the Forms and includes if relevant any former rules, deed or document governing the establishment and operation of the Fund as amended from time to time;

29.40 **Insurance Proceeds** means the proceeds of an insurance policy received by the Fund in respect of a Member as a result of:

- (a) death;
- (b) Total and Permanent Disablement;
- (c) Temporary Incapacity; or
- (d) any other event;

that are to be used to fund a Benefit (including any Pension Funded by Assurance) or for any other purpose the Trustee considers appropriate;

- 29.41 **Interest** means every amount, Benefit or entitlement a Member holds, or in the case of a deceased Member every amount, Benefit or entitlement held in respect of that deceased Member in the Fund within the meaning of that term in the ITAA 1997. Subject to the Standards, if a Member receives one or more Pensions from the Fund, then each Pension is a separate Interest;
- 29.42 **ITAA 1936** means the *Income Tax Assessment Act 1936* (Cth) and any applicable regulations relating thereto;
- 29.43 **ITAA 1997** means the *Income Tax Assessment Act 1997* (Cth) and any applicable regulations relating thereto;
- 29.44 **Lease** means a lease arrangement as defined in the SISA;
- 29.45 **Life Expectancy Term** means, in relation to a Market Linked Pension:
- (a) if the Market Linked Pension commenced before 20 September 2007:
    - (i) the life expectancy of the Member on the commencement day of the Pension;
    - (ii) the life expectancy of the Member on the commencement day calculated, at the option of the Member, as if the Member were up to five years younger on the commencement day;
    - (iii) if the Pension has a commencement day on or after 1 January 2006, a period that is not less than the period available under rule 29.45(a)(i) and not more than the greater of the following periods:
      - (A) the maximum period available under rule 29.45(a)(ii);
      - (B) the period of years equal to the number that is the difference between the age attained by the Member at their most recent birthday before the commencement day, and 100; or
    - (iv) if the Pension has a Reversionary Pensioner who is a Spouse of the Member and the Spouse has a life expectancy greater than the Member and a period has not been nominated under rules 29.45(a)(i), 29.45(a)(ii) or 29.45(a)(iii):
      - (A) the life expectancy of the Spouse on the commencement day of the Pension; or
      - (B) the life expectancy of the Spouse calculated, at the option of the Member, as if the Spouse were up to five years younger on the commencement day of the Pension; or
      - (C) if the Pension has a commencement day on or after 1 January 2006, a period that is not less than the period available under rule 29.45(a)(iv)(A) and not more than the greater of the following periods:
        - (1) the maximum period available under either rule 29.45(a)(iv)(B); and
        - (2) the period of years equal to the number that is the difference between the age attained by the Spouse at their most recent birthday before the commencement day, and 100;

rounded up to the next whole number if the relevant life expectancy is not a whole number;

- (b) in accordance with regulation 1.06(1B) of the SISR, if the Market Linked Pension commences on or after 20 September 2007, the Life Expectancy Term shall be a term calculated under 29.45(a), provided that the term chosen will not cause the minimum payment standards under Schedule 7 of the SISR to be contravened in any Financial Year of payment of the Market Linked Pension; or
  - (c) such other term as permitted or required by the Standards;
- 29.46 **LPR** means the executor of the will or administrator of the estate of a deceased person, the trustee or administrator of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by a person, but excludes the legal personal representative of a Disqualified Person, and LPR includes a person who is an executor of the most recent validly made will of a person where the person has not yet died and **Legal Personal Representative** has a corresponding meaning;
- 29.47 **Lump Sum** means a Benefit or any component of it paid otherwise than as a Pension in accordance with these Governing Rules;
- 29.48 **Mandated Employer Contribution** means any contribution made pursuant to the *Superannuation Guarantee (Administration) Act 1992* (Cth), any shortfall component, any contribution made under an industrial award or prescribed agreement or any other contribution requiring similar treatment under the Standards;
- 29.49 **Market Linked Pension** means a Pension:
- (a) that commenced before 20 September 2007:
    - (i) that is paid at least annually to the Member or to a Reversionary Beneficiary throughout a period equal to the Life Expectancy Term;
    - (ii) that the total amount of Pension payments in a year (excluding payments by way of commutation but including any payments made under a Payment Split) is determined in accordance with Schedule 6 of the SISR;
    - (iii) that does not have a residual capital value;
    - (iv) that cannot be commuted except:
      - (A) if the commutation is made within six months after the commencement day of the Pension and the Pension is not funded from the commutation of an annuity or another Pension as prescribed by regulation 1.06(8)(d)(i) of the SISR;
      - (B) on the death of the Member or Reversionary Beneficiary, by payment of:
        - (1) a Lump Sum or a new Pension to one or more dependants of either the Member or Reversionary Beneficiary;
        - (2) a Lump Sum to the LPR of either the Member or Reversionary Beneficiary; or
        - (3) if, after making reasonable enquiries, the Trustee is unable to find a person mentioned in rules 29.49(a)(iv)(B)(1) or 29.49(a)(iv)(B)(2), a Lump Sum to another individual;

provided that if the Member has opted for a Life Expectancy Term under rule 29.45(a)(iv), the Pension cannot be



- 29.52 **Miscellaneous Benefit** means a Benefit arising in the circumstances described in rule 17;
- 29.53 **Non-Commutable Allocated Pension** means an Allocated Pension:
- (a) that commenced before 20 September 2007 and:
    - (i) that, if commuted, the resulting Lump Sum cannot be cashed unless:
      - (A) the purpose of the commutation is:
        - (1) to cash an unrestricted non-preserved benefit;
        - (2) to pay a superannuation contributions surcharge;
        - (3) to give effect to an entitlement of a Non-Member Spouse under a Payment Split; or
        - (4) to ensure that a payment for the purpose of giving effect to a transfer in accordance with rule 22.6(b);
      - (B) before commutation, the Pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits under the SISR is 'Nil'; and
    - (ii) the Pension otherwise complies with the SISR and the Standards relating to Non-Commutable Allocated Pensions; or
  - (b) that commences on or after 20 September 2007 and otherwise complies with such parts of the Standards as govern Non-Commutable Allocated Pensions;
- 29.54 **Non-Commutable Pension** means a Pension:
- (a) that commenced before 20 September 2007 and:
    - (i) that meets the Standards in relation to Market Linked Pensions, as the case may be;
    - (ii) if the Pension is commuted under rule 29.49(a)(iv)(A), the resulting Lump Sum cannot be cashed unless:
      - (A) the purpose of the commutation is to cash an unrestricted non-preserved benefit; or
      - (B) before commutation, the Pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits under the SISR is 'Nil'; and
    - (iii) the Pension otherwise complies with the SISR and the Standards relating to the payment of Non-Commutable Pensions; or
  - (b) that commences on or after 20 September 2007 and otherwise complies with such parts of the Standards as govern Non-Commutable Pensions;
- 29.55 **Non-Concessional Contributions Cap** means the relevant non-concessional contributions limit applicable to the Member as prescribed for the relevant Financial Year by the Standards;
- 29.56 **Non-Member Spouse** has the same meaning as that term has under the Family Law Act;

- 29.57 **Old-Age Pension** has the same meaning as that term has for the purposes of section 51(xxiii) of the *Commonwealth of Australia Constitution Act*;
- 29.58 **Part-Time Basis** means, in relation to a Financial Year, Gainful Employment for at least 40 hours in a period of not more than 30 consecutive days in that Financial Year or such other time or conditions as are prescribed as part-time by the Standards;
- 29.59 **Part-Time Employment** means Gainful Employment for at least 10 hours and less than 30 hours each week or such other time or conditions as are prescribed as full-time by the Standards;
- 29.60 **Payment Split** has the same meaning as that term has under the Family Law Act or as agreed to by the parties in an agreement contemplated by that Act;
- 29.61 **Pension** means a periodic payment prescribed or permitted by the Standards and, except if these Governing Rules state otherwise, includes an annuity or pension which is a reversionary annuity or Reversionary Pension, and **Income Stream** has a corresponding meaning;
- 29.62 **Pension Age** has the same meaning given to that term in the Social Security Legislation or such other age acceptable to the Trustee provided that it is permitted under the Standards;
- 29.63 **Preferred Dependant** means, in respect of a Benefit paid as a result of a Member's death, a Dependant nominated by that Member in their Application for Membership Form or in a subsequent written notification to the Trustee that has not since been revoked or amended and that does not bind the Trustee's discretion;
- 29.64 **Preservation Age** means, in relation to the Member's date of birth, the following age:

Date of Birth	Preservation Age
Before 1 July 1960	55 years
During the year 1 July 1960 to 30 June 1961	56 years
During the year 1 July 1961 to 30 June 1962	57 years
During the year 1 July 1962 to 30 June 1963	58 years
During the year 1 July 1963 to 30 June 1964	59 years
After 30 June 1964	60 years

or such other age prescribed as such by the Standards for the payment of all or part of a Member's Interest from the Fund on Retirement where the Trustee must be satisfied that the Member has ceased Gainful Employment and intends to never again become Gainfully Employed;

- 29.65 **Regulator** means:
- (a) in respect of SMSFs, the ATO; and
  - (b) in respect of Small APRA Funds and other types of funds, the APRA; and

as the case requires includes the Australian Securities and Investment Commission, the Department of Family and Community Services (also known as Centrelink and formerly the Department of Social Security) or, alternatively, some other body or official empowered under the law dealing with the administration of SMSFs or, if the Trustee determines, Small APRA Funds or some other type of fund;

29.66 **Retire** means:

- (a) in the case of a Member who has reached a Preservation Age that is less than 60 — if:
  - (i) an arrangement under which the Member was Gainfully Employed has come to an end; and
  - (ii) the Trustee is reasonably satisfied that the Member intends never to again become Gainfully Employed on a Full-Time Basis or engage in Part-Time Employment; or
- (b) in the case of a Member who has attained age 60 — if an arrangement under which a Member was Gainfully Employed has come to an end and:
  - (i) the Member attained that age on or before the ending of the employment; or
  - (ii) the Trustee is reasonably satisfied that the Member intends never to again become Gainfully Employed on a Full-Time Basis or engage in Part-Time Employment; or
- (c) in such other manner as may be prescribed by the Standards,

and **Retirement** has a corresponding meaning;

29.67 **Reversionary Pension** means a Pension payable to a Beneficiary who succeeds to the entitlement of a Member to a Pension, and **Reversionary Beneficiary** and **Reversionary Pensioner** have corresponding meanings;

29.68 **RSE Licensee** has the same meaning as that term is defined in the Standards;

29.69 **Securities** means securities as defined in section 92 of the *Corporations Act 2001* (Cth) and securities approved by the Trustee in any foreign country;

29.70 **SISA** means the *Superannuation Industry (Supervision) Act 1993* (Cth);

29.71 **SISR** means the *Superannuation Industry (Supervision) Regulations 1994* (Cth);

29.72 **Small APRA Fund** means a fund with fewer than five members with an RSE Licensee and that otherwise complies with the Standards in relation to such funds;

29.73 **SMSF** has the same meaning as the term 'self managed superannuation fund' in the Standards;

29.74 **Social Security Legislation** means the *Social Security Act 1991* (Cth), the *Veterans' Entitlement Act 1986* (Cth) and any applicable regulations, rulings or guidelines made pursuant thereto, as relevant;

29.75 **Spouse** in relation to a Member includes, subject to the Standards:

- (a) another person (whether of the same sex or a different sex) with whom the Member is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of section 22B of the *Acts Interpretation Act 1901* (Cth) as a kind of relationship prescribed for the purposes of that section; and
- (b) another person who, although not legally married to the Member:
  - (i) lives with the Member; or
  - (ii) had lived with the Member immediately prior to the Member's death;

on a genuine domestic basis in a relationship as a couple and if there is more than one Spouse the Trustee shall determine which spouse is entitled to be treated as the

Spouse exclusively or, alternatively, how they are to share the entitlement of a Spouse between them;

29.76 **Standards** means any relevant provisions in or proposed changes to the following as the context requires:

- (a) any applicable provisions in the SISA and the SISR;
- (b) any applicable provisions in the ITAA 1936, the ITAA 1997 and any applicable regulations made pursuant thereto which must be complied with so that:
  - (i) the Fund obtains concessional tax treatment; and
  - (ii) an Employer or Member retains any entitlement to a tax deduction unless the Employer or Member, as the case may be, elects or chooses not to take a tax deduction;
- (c) any applicable provisions in the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Bankruptcy Act 1966 (Cth)*, the *Corporations Act 2001 (Cth)*, the Social Security Legislation, the Family Law Act and any applicable regulations made pursuant thereto;
- (d) any applicable Trustee Law which may impact on the Fund but excluding any Trustee Law which imposes any obligation on the Trustee to have regard to any matters aside from the obligations contained in these Governing Rules in either:
  - (i) exercising powers of investment granted under these Governing Rules;
  - (ii) exercising any other power granted under these Governing Rules, including without limitation a power to vary the Governing Rules or change the Trustee;
  - (iii) complying with an obligation contained in these Governing Rules; or
  - (iv) relating to vesting of assets on a change of trustee or on any other matter required to effect a change of trustee or variation of this Deed;unless the Trustee Law cannot lawfully be so excluded;
- (e) any applicable common law, law of equity or legal or administrative requirement the Trustee considers relevant;
- (f) if the Trustee considers it appropriate, any other applicable provision regulating or relating to superannuation funds, including any explanatory statement or explanatory memorandum accompanying any bill or instrument which enacts any of the provisions referred to in rules 29.76(a) to 29.76(e);
- (g) if the Trustee considers it appropriate, any other applicable ruling, interpretation, circular, pronouncement, statement or direction of the Regulator in respect of the provisions referred to in rules 29.76(a) to 29.76(f);

29.77 **Taxable Component** has the same meaning as it does in the ITAA 1997;

29.78 **Taxes** includes any liability or provision for a liability for a tax, surcharge, duty, excise, levy, goods and services tax including any additional penalty or tax (including any liability for tax on a contribution or allocation of reserves made in excess of the relevant contribution limits prescribed by the Standards including any excess concessional contributions tax or excess non-concessional contributions tax unless the Member must or nominates to pay the liability) or, if the Trustee determines, any similar liability or provision, and **Taxation** has a corresponding meaning;

- 29.79 **Tax Free Component** has the same meaning as it does in the ITAA 1997;
- 29.80 **Tax Saving Amount** in relation to a deceased Member's Interest means the amount in excess of the deceased Member's actual Interest that the Trustee could have paid if no tax had been payable on amounts that have been included as assessable income at any time under Subdivision 295-C of the ITAA 1997 or the former section 274 of the ITAA 1936, having regard to:
- (a) amounts included in the assessable income of the Fund;
  - (b) amounts included in the assessable income of any other fund, trust or superannuation or retirement entity or account of which the deceased Member was a member or in which he or she held any interest;
  - (c) the amount of any foregone earnings (whether including or excluding expenses) that could be expected to have accrued if no tax had been payable on the amounts described in paragraphs (a) and (b) of this rule;
  - (d) such other amounts or factors as may be permitted under the Standards; and
  - (e) to the extent that the amounts form part of the deceased Member's Interest in the Fund. The Trustee shall determine the value of any Tax Saving Amount in accordance with the Standards and if the Standards prescribe or recognise more than one method for this purpose, the Trustee may adopt a method it considers appropriate;
- 29.81 **Temporary Incapacity** means physical or mental ill-health that has caused the Member to cease Gainful Employment (including a Member who has ceased to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed) or which otherwise qualifies as Temporary Incapacity (or its equivalent) under the SISR which does not qualify as permanent incapacity under the SISR;
- 29.82 **Temporary Incapacity Income Stream** means a Benefit that:
- (a) cannot be commuted;
  - (b) is paid at least monthly;
  - (c) does not have a residual capital value; and
  - (d) is such that the total amount paid each month is fixed or varies only:
    - (i) for the purpose of complying with the SISA and the SISR; and
    - (ii) during any period of 12 months by a rate not exceeding either:
      - (A) 5% per annum; or
      - (B) the rate of increase in the last Consumer Price Index (All Capital Cities) for a quarter to be published by the Australian Statistician before the end of that period of 12 months compared with the Consumer Price Index (All Capital Cities) published for the same quarter in the preceding year;
- or that otherwise complies with such parts of the Standards as govern such income streams;
- 29.83 **Terminal Medical Condition** in relation to a person means a condition where the following circumstances exist:
- (a) two registered medical practitioners have certified, jointly or separately, that the person suffers from an illness, or has incurred an injury, that is likely to result in

the death of the person within a period ('**Certification Period**') that ends not more than 12 months after the date of the certification;

- (b) at least one of the registered medical practitioners is a specialist practising in an area related to the illness or injury suffered by the person; and
- (c) for each of the certificates, the Certification Period has not ended;
- (d) or as otherwise defined under the Standards;

29.84 **Total and Permanent Disablement** means, in relation to a Member:

- (a) if the Member has ceased to be Gainfully Employed, ill-health (whether physical or mental) if the trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience; or
- (b) any other circumstances which are acceptable to the Trustee and are acceptable under the Standards;

and **Totally and Permanently Disabled** has a corresponding meaning;

29.85 **Transition to Retirement Income Stream** means an Account-Based Pension:

- (a) that complies with the following:
  - (i) allows total payments (including under a Payment Split) made in a Financial Year to amount to no more than 10% of the Pension Account balance:
    - (A) on 1 July in the Financial Year in which the payment is made; or
    - (B) if that year is the year in which the Pension commences, then on the commencement day; and
  - (ii) if commuted, the resulting Lump Sum of which cannot be cashed unless:
    - (A) the purpose of the commutation is:
      - (1) to cash an unrestricted non-preserved benefit; or
      - (2) to pay a superannuation contributions surcharge; or
      - (3) to give effect to an entitlement of a Non-Member Spouse under a Payment Split; or
      - (4) to ensure that a payment may be made for the purpose of giving effect to a transfer in accordance with rule 22.6(b); or
    - (B) before commutation, the Pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits under the SISR is 'Nil'; or
    - (C) the purpose of the commutation is to satisfy an obligation to pay an amount to the Commissioner under subsection 20F(1) of the *Superannuation (Unclaimed Money and Lost Members) Act 1999* (Cth); or
- (b) that otherwise complies with such parts of the Standards as govern transition to retirement income streams;

- 29.86 **Trustee** means the trustee who holds office as trustee of the Fund as replaced or substituted from time to time and shall, in the case of a Corporate Trustee and as the context requires, include a director of a Corporate Trustee; and
- 29.87 **Trustee Law** means whichever of the *Trustee Act 1958* (Vic), the *Trustee Act 1925* (NSW), the *Trusts Act 1973* (Qld), the *Trustee Act 1936* (SA), the *Trustees Act 1962* (WA), the *Trustee Act 1898* (Tas), the *Trustee Act 1925* (ACT) and the *Trustee Act* (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply.

### 30. Severance

These Governing Rules are and shall be construed as severable and so if any provision or any part of a provision shall, at any time, be found or declared void or invalid then the remaining part of that provision, if any, and all other provisions of these Governing Rules shall remain valid, binding and enforceable.



**GODFREY FAMILY SUPER FUND**

**SMSF DEED OF VARIATION**





**GODFREY FAMILY SUPER FUND**

**SMSF DEED OF VARIATION**

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# Deed of Variation

This Deed of Variation ("**Deed**") is made on the Deed Date specified in the Schedule.

## Parties

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This Deed is made between the Trustee and Members referred to in the Schedule.

## Background

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- A. On the Creation Date referred to in the Schedule, the superannuation fund named in the Schedule ("**the Fund**") was established by deed as amended on the Variation Dates, if any, also referred to in the Schedule ("**the Trust Deed**").
- B. The Trustee named in the Schedule is the trustee of the Fund.
- C. Each person named as Members in the Schedule is a member of the Fund.
- D. The Trust Deed provides that one or more of the parties to this Deed may amend the provisions of the Trust Deed.
- E. The parties wish to amend the Trust Deed pursuant to the power contained in the Trust Deed.

## Operative Provisions

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### 1. Amendment

- 1.1 In accordance with the powers under the Trust Deed, the party having the power to amend the Trust Deed, with the consent of the other party to this Deed, amends the Trust Deed by deleting the operative provisions of the Trust Deed and replacing them with the Replacement Rules in Annexure A to this Deed.
- 1.2 The parties agree that the provisions of this Deed executed by the parties are intended to satisfy any provision of the Trust Deed, the Superannuation Industry (Supervision) Act 1993 (Cth) and the Corporations Act 2001 (Cth), requiring notice of the amendments contained in this Deed.

### 2. Variation of Trust Deed

Despite anything contained in this Deed or Annexure A, it is not intended to, and must not be interpreted in a manner that would:

- 2.1 reduce or adversely affect the rights of a Member to accrued entitlements arising before the date of this Deed;
- 2.2 reduce the amount of any other entitlement that is or may become payable in respect of a period before the date of this Deed;
- 2.3 cease, commute or otherwise alter the terms and conditions of any current pension;
- 2.4 revoke any binding death benefit nomination or non-binding death benefit nomination; or
- 2.5 vary or delete any provision of the Trust Deed that is incapable of variation or deletion, which provisions, if any, remain operative to that extent only;

and this Deed and Annexure A must be interpreted accordingly unless doing so is necessary to comply with the Relevant Law as defined in Annexure A.

**SCHEDULE**

1. **Deed Date:** 25/11/2021
2. **Name of Super Fund:** Godfrey Family Super Fund
3. **Trustee:** John Peter Godfrey and Maureen Therese Godfrey
4. **Members:** John Peter Godfrey and Maureen Therese Godfrey
5. **Creation Date:** 2 July 2012
6. **Variation Dates:** not applicable

**Godfrey Family Super Fund**

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Executed as a Deed

SIGNED by the Trustees of the Godfrey Family Super Fund:

**The Trustee**

---

Signed by John Peter Godfrey and Maureen Therese Godfrey in the presence of:

John Godfrey

John Peter Godfrey  
Trustee

Dated: 25<sup>th</sup> NOV 2021

LEANNE HAYMAN

Witness Name / Signature

M. T. Godfrey

Maureen Therese Godfrey  
Trustee

Dated: 25/11/2021

LEANNE HAYMAN

Witness Name / Signature

**The Member**

---

Signed by John Peter Godfrey and Maureen Therese Godfrey in the presence of:

John Godfrey

John Peter Godfrey  
Member

Dated: 25<sup>th</sup> NOV 2021

LEANNE HAYMAN

Witness Name / Signature

**Godfrey Family Super Fund**

---

*L. J. Godfrey*

**Maureen Therese Godfrey  
Member**

**Dated:** 25/11/2021

*LEAINE HAIMAN*

**Witness Name / Signature**

**'Attachment A'**

**Godfrey Family Super Fund**

**Replacement Rules of the Fund**

## The Rules of the Fund

### 1. Purpose of the Fund – Core and Ancillary Purposes

#### 1.1 The Fund is to be maintained:

1.1.1 solely for one or more Core Purposes; or

1.1.2 solely for one or more Core Purposes and one or more Ancillary Purposes.

1.2 Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the Trustees are individuals in which case the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

### 2. Trustee

#### 2.1 Trustee Structure

The Trustee of the Fund may be a Corporate Trustee or one or more individuals if the sole or primary purpose of the Fund is the provision of Old-Age Pensions and the Trustee and the Members shall take such action as is considered necessary and appropriate to ensure that every Trustee is constituted in a manner complying with the Relevant Law including action relating to the filling of vacancies in accordance with Rule 2 and the eligibility, appointment, replacement, representation, removal and composition of every Trustee and the directors of a Corporate Trustee.

#### 2.2 Appointment and Removal of Trustee

2.2.1 Subject to any requirements of the Relevant Law, the Members in accordance with the other applicable provisions of the Rules may, at any time by deed or written resolution, remove from office any Trustee and shall have the right at any time by deed or written resolution to appoint a new, replacement or additional Trustee.

2.2.2 Notwithstanding Rule 2.2.1 and subject to the Relevant Law:

(a) a Trustee appointed by the court or the Regulator shall not be removed by the Members; and

(b) a Legal Personal Representative appointed as Trustee by reason of Rule 2.2.7(a) or Rule 14.9.1(a)(ii) shall not be removed until the Fund has paid the death benefit of the deceased Member in respect of whom the Legal Personal Representative has been appointed as Trustee, unless removal is required to facilitate the death benefit payment.

2.2.3 An individual or Corporate Trustee shall only be appointed as Trustee if that individual or Corporate Trustee has first consented in writing to the appointment as Trustee. A person shall only be appointed as a director of a Corporate Trustee if that person has first consented to their appointment as director of the Corporate Trustee.

- 2.2.4 Each Trustee and every director of a Corporate Trustee upon appointment must:
- (a) agree in writing to be bound by the Deed and the Rules; and
  - (b) sign a trustee declaration in a form approved by the Regulator under section 104A SIS Act, (or otherwise as may be permitted by the Regulator) among other matters, acknowledging that the duties and responsibilities as a Trustee or a director of a Corporate Trustee of the Fund.
- 2.2.5 A Trustee will continue to hold office until:
- (a) the Trustee resigns by notice in writing to the Members and to any other Trustees;
  - (b) if an individual, the Trustee dies;
  - (c) if an individual, the Trustee is under a legal disability and is incapable of performing the duties of a Trustee;
  - (d) the Trustee is a Disqualified Person;
  - (e) the Fund would fail to satisfy the definition of a self managed superannuation fund under the Relevant Law by reason of the Trustee continuing in that role;
  - (f) subject to the Relevant Law, the Fund's status as a complying self managed superannuation fund would be jeopardised or altered if the Trustee continued to hold office;
  - (g) is removed from office by the Members pursuant to the provisions of the Rules or the Relevant Law;
  - (h) is suspended or removed from office by the Regulator pursuant to the Relevant Law.
- 2.2.6 Any vacancy in the office of Trustee or in the directorship of a Corporate Trustee shall be filled as and when required by the Relevant Law but until and unless any vacancy is filled the continuing Trustee(s) or directors of a Corporate Trustee may continue to exercise the role and function of Trustee subject to **Rule 14.9.1(a)**. There shall be no obligation to fill any vacancy, unless required by the Relevant Law, if there is at least one Trustee or one director of a Corporate Trustee.
- 2.2.7 Despite **Rule 2.2.6** and having regard to the requirements of **Rule 14.9.1(a)(ii)** and subject to **Rule 2.2.8**:
- (a) Where a Member dies (and the Trustee is required to exercise a discretion regarding a death benefit to be paid in respect of that deceased Member) the Legal Personal Representative of the deceased Member shall be appointed as either a Trustee or a director of a Corporate Trustee as soon as practicable and within six (6) months from the date of the Member's death until not later than the date that the

death benefits in respect of that Member commence to be payable by the Fund in accordance with section 17A(3) SIS Act;

- (b) where a Member who is a Trustee or a director of a Corporate Trustee is under a legal disability, the Legal Personal Representative of the Member shall replace that Trustee or director;
- (c) notwithstanding Rule 2.2.7(a) and Rule 2.2.7(b), if there is more than one Legal Personal Representative of the Member, the continuing Trustees may appoint all of them and otherwise determine which of the Legal Personal Representatives must be appointed as Trustee;
- (d) A Corporate Trustee must ensure that the constituent documents of the Corporate Trustee do not prohibit the Legal Personal Representative of a director of the Corporate Trustee who dies or is under a legal disability from replacing that director as a director of the Corporate Trustee.

**2.2.8 Rule 2.2.7 does not apply:**

- (a) if a continuing Trustee or a director of a Corporate Trustee is the sole Legal Personal Representative of a Member who has died or is under a legal disability;
- (b) if a Legal Personal Representative of a Member who has died or is under a legal disability does not consent to appointment as a Trustee or a director of a Corporate Trustee.

**2.2.9 Any requirement under State Trust Law that:**

- (a) an appointment of a Trustee, new Trustee, replacement Trustee or additional Trustee must be registered for that appointment to be effective is expressly excluded to the extent not prohibited by that State Trust Law; and
- (b) the Fund must not have less than two Trustees or places a limit on the number of Trustees that may be appointed and is capable of being excluded by these Rules is expressly excluded if the Fund complies with the Relevant Law.

**2.2.10** If no person has the power under Rule 2.2 to appoint or remove a Trustee, then the Legal Personal Representative of the last person who was a Trustee may exercise that power by deed.

### **2.3 Transfer of Assets**

**2.3.1** If a Trustee's office terminates, the outgoing Trustee or their Legal Personal Representative must:

- (a) provide to any new or continuing Trustee all records, information and other property relating to the Fund in its control; and
- (b) do all things necessary to complete the appointment of a new Trustee.

- 2.3.2 If a new Trustee is appointed, then the new Trustee must do such things as are necessary to ensure that the assets of the Fund are transferred to or in the control of the Trustee.

#### **2.4 Trustee Meetings**

- 2.4.1 Any individual Trustee may at any time convene a Trustee meeting by notice to the other Trustee.
- 2.4.2 A Trustee meeting may be held in person or by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- 2.4.3 Subject to these Rules the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- 2.4.4 The Trustees may determine the quorum necessary for the conduct of business.

#### **2.5 Decisions of Trustees**

- 2.5.1 Subject to compliance with Rule 2.5.5, business arising at a Trustee meeting will be decided by a majority of the Trustees present and voting and all such decisions of the Trustees shall be binding on all Trustees provided always that in making any decision the Trustees have regard to the covenants or obligations imposed on the Trustees under Rule 3 and the Relevant Law.
- 2.5.2 If there is more than one Legal Personal Representative or parent or guardian of a Member appointed as a Trustee in place of that Member, those Legal Personal Representatives or parents or guardians as Trustees must jointly vote for the purposes of any meeting and resolution.
- 2.5.3 Where a Trustee is a Member of the Fund and is also Trustee in place of another Member, the Trustee shall have a deliberative vote for the purposes of any meeting and resolution and an additional deliberative vote as Trustee in place of another Member, subject to Rule 2.5.2.
- 2.5.4 If the Trustees are individuals (and unless all the Trustees otherwise agree in writing) each individual Trustee is entitled to cast the number of votes nearest to the number of whole dollars (ignoring cents) of that Member's Account the Trustee represents and any amounts in Reserve (if there is a Reserve) that an actuary has determined might be transferred to the Member's Account to pay a pension, but no less than one vote each.
- 2.5.5 All decisions of the Trustee concerning the payment of a death benefit pursuant to Rule 14.9.7 in respect of a deceased Member require the prior written consent of the Legal Personal Representative of the deceased Member, if there is one.

#### **2.6 Written Resolutions**

Despite Rule 2.5.4, a resolution in writing signed by a majority of the Trustees will:

- 2.6.1 have the same effect and validity as a resolution of the Trustees present and voting at a Trustees' meeting; and
- 2.6.2 be deemed to have been passed on the day on which the document was last signed by a Trustee, notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy or electronic transmission.

**2.7 Conflict of Interest**

- 2.7.1 A Trustee or any director, employee, delegate, agent or other officer of the Trustee may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.
- 2.7.2 Every Trustee must disclose their interest to the other Trustees and all declarations must be recorded, in the minutes of the relevant Trustees' meeting or noted in a written resolution made in accordance with Rule 2.6 or otherwise recorded in a manner accepted by the Trustees.
- 2.7.3 The failure by a Trustee to make disclosure under this Rule 2.7 does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- 2.7.4 A Trustee or a director of a Corporate Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee or a relative or associate of the Trustee or the relative or associate of a director or shareholder of a Corporate Trustee has a direct or indirect interest.

**2.8 Validity of Acts of Trustees**

The acts of the Trustee will remain valid notwithstanding that it is subsequently found that there was a defect in the appointment of a Trustee or in the appointment of a Corporate Trustee or if the individual Trustee or director was or becomes a Disqualified Person.

**2.9 Constituent documents of a Corporate Trustee**

A Corporate Trustee must ensure that its constituent documents are consistent with the Rules and any requirements under the Relevant Law.

**3. Covenants of Trustees**

**3.1 Subject to section 52B SIS Act, each Trustee covenants:**

- 3.1.1 to act honestly in all matters concerning the Fund;
- 3.1.2 to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- 3.1.3 to perform the Trustee's duties and exercise the Trustee's powers in the best financial interests of the Beneficiaries;

- 3.1.4 to keep the money and other assets of the Fund separate from any money and assets:
- (a) that are held by the Trustee personally; and
  - (b) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;
- 3.1.5 not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;
- 3.1.6 to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to its objectives and its expected cash flow requirements;
  - (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
  - (c) the liquidity of the Fund's investments, having regard to its expected cash flow requirements;
  - (d) the ability of the Fund to discharge its existing and prospective liabilities;
- 3.1.7 if there are any reserves of the Fund, to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- 3.1.8 to allow a Beneficiary of the Fund access to any prescribed information or any prescribed documents.
- 3.2 Each director of a Corporate Trustee covenants to exercise a reasonable degree of care and diligence for the purposes of ensuring that the Corporate Trustee carries out the covenants referred to in Rule 3.1. A reference to reasonable degree of care and diligence is a reference to the degree of care and diligence that a reasonable person in the position of director of the Corporate Trustee would exercise in the circumstances.

#### **4. Trustee's Powers**

##### **4.1 All Powers**

The Trustee will have all the powers of a natural person. Without limitation, the Trustee will have the powers enumerated in this Rule and power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and prudent manner in accordance with the Deed, the Rules and the Relevant Law and as if the Trustee was the legal and beneficial owner of the assets of the Fund, including the power of:

- 4.1.1 **Deal with Fund assets:** entering into and executing all contracts, deeds and documents and doing all such matters and things considered expedient for the purpose of investing Fund monies and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by the Deed and the Rules;
- 4.1.2 **Bank accounts:** opening and operating, by any means including electronically, any account of any description with any financial institution and making regulations for the operation of such accounts and in accordance with those regulations to jointly or severally draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferrable instrument;
- 4.1.3 **Sign, authorise and approve:** determining who shall be entitled to sign, authorise and approve receipts, acceptances, endorsements, releases, promissory notes, bills of exchange and lading, cheques, negotiable and transferrable instruments, agreements, writings, contracts, documents or electronic transactions of any kind whatsoever;
- 4.1.4 **Fund obligations:** giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- 4.1.5 **Legal proceedings:** instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a Benefit from the Fund and allowing time for payment or satisfaction of any debts owed to or by the Fund;
- 4.1.6 **Vary investments:** varying or realising an investment of any part of the Fund at any time and reinvesting money resulting from the realisation in any form of investment;
- 4.1.7 **Conduct businesses and profit making undertakings:** conducting and terminating any trade, business or profit making undertaking or scheme anywhere in the world, either alone, in partnership or by joint venture, and under any name as the Trustee thinks fit;
- 4.1.8 **Engage:** engaging and paying remuneration to any person (including a Member or Trustee) in connection with anything required to be done pursuant to the Deed and the Rules and may remove or suspend any such person;
- 4.1.9 **Borrowing:** borrowing or raising any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Relevant Law (including for the purpose of investing in a limited recourse borrowing arrangement or an instalment warrant arrangement) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustee determines and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund;
- 4.1.10 **Lending:** lending money and securing the repayment of that money in any manner and upon any terms which the Trustee may consider advisable within the confines of the Relevant Law;

- 4.1.11 **Insurance:** insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- 4.1.12 **Pay expenses:** paying out of the Fund all costs, taxes and expenses of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to the Rules;
- 4.1.13 **Discharge liabilities:** making and giving receipts and releases or discharges of any kind;
- 4.1.14 **Indemnification:** giving any guarantee, indemnity or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members, or other persons entitled in respect of the Fund;
- 4.1.15 **Life Insurance Policies:** effecting life insurance policies for the purposes of providing benefits for Members including insurance policies over the life of a Member for the benefit of another Member;
- 4.1.16 **Mortgage Protection Insurance:** effecting mortgage protection insurance or like insurances to cover payment of borrowings by the Fund;
- 4.1.17 **Allocation of insurance premiums and proceeds:** subject to Relevant Law, entering into agreements with Members about the payment of insurance policy premiums and the allocation of insurance policy proceeds for any insurance policy not being an Individual Policy;
- 4.1.18 **Receive gifts or distributions:** receiving property by gift inter vivos or by distribution under a will or under the provisions of any other trust or otherwise from any person and to hold these gifts according to the Rules and to administer such additions under these provisions;
- 4.1.19 **Payment of Benefits:** paying or applying a Benefit out of the Fund to persons entitled without being responsible for seeing to the application of payments made in the exercise of this or any other power vested in the Trustee by the Deed and the Rules;
- 4.1.20 **Delegation:** delegating in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 4.1.21 **To act on advice:** acting upon the advice of any legal practitioner, any medical practitioner, accountant, actuary, superannuation consultant or any investment or financial adviser or any other professional person without being liable to any Members or their Dependants or their Legal Personal Representative in respect of any act done by the Trustees in accordance with such advice;
- 4.1.22 **Charge a fee:** charging fees for doing anything permitted or required under the Relevant Law and for which a fee may be charged;
- 4.1.23 **Irrevocable election:** Irrevocably electing that the Fund become a Regulated Superannuation Fund.

**4.2 Absolute Discretion**

- 4.2.1 Except as expressly provided to the contrary in the Rules, the Trustee in the exercise of the authorities, powers and discretions given to it under the Deed and the Rules, has an absolute and unfettered discretion, and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under the Deed, the Rules and the Relevant Law.
- 4.2.2 The Trustee may, in its absolute discretion, waive any requirement of the Deed and the Rules in respect of any Member if any such action does not cause a breach of the Relevant Law.

**4.3 Delegation and Appointment of Attorney by Trustee and Appointment of Custodian**

- 4.3.1 The Trustee may delegate in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and execute any powers of attorney or other instruments necessary to effect such a delegation.
- 4.3.2 The Trustee may appoint one or more attorneys under power of attorney upon such terms as the Trustee thinks fit to perform any of the powers, authorities, duties or functions conferred on the Trustee by the Deed, Rules or by the Relevant Law. Any such power of attorney will remain valid and effectual for the period nominated by the Trustee or until revoked by the Trustee.
- 4.3.3 The Trustee may appoint any person as custodian or nominee to hold legal title of any asset acquired or to be acquired by the Trustee on such terms as the Trustee thinks fit.

**4.4 Remuneration of the Trustee**

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

**4.5 Inquiries and Complaints**

The Trustee must to the extent required by the Relevant Law establish arrangements to deal with inquiries or complaints about the operation or management of the Fund.

**4.6 Dependants and Other Beneficiaries**

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

## **4.7 Indemnity**

### **4.7.1 Limitation**

Subject to **Rules 4.7.2** and **4.7.3**, no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss, damage, detriment, mistake, omission, expense or damage or costs ("**Detriment**") whatsoever incurred by any person in connection with the Fund for any reason and without limitation including:

- (a) Any Detriment arising from reliance on professional advice; or
- (b) Any Detriment arising from the failure of an investment; or
- (c) Any Detriment consequent upon the Trustee complying with Relevant Law, despite the Trustee's action or inaction being a breach of this Deed.

### **4.7.2 Exception**

**Rule 4.7.1** does not apply:

- (a) to the extent that the Detriment is due to the Trustee's, director's or officer's dishonesty or intentional or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer or other person or entity was required to exercise; or
- (b) to the extent that it is inconsistent with Relevant Law.

### **4.7.3 Indemnity**

The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by law and in the circumstances referred to in **Rule 4.7.1** and subject to **Rule 4.7.2** to be indemnified from the Fund against all liabilities incurred by each of them or other person in connection with the execution, attempted execution, or non-execution of the Trustee's performance, powers, duties and discretions under this Deed except for an administrative penalty or a civil penalty order under the Relevant Law.

### **4.7.4 Payment and reimbursement**

- (a) Subject to the Relevant Law, the Trustee and, if the Trustee is a corporation, its directors and officers, may recover from the Fund amounts required:
  - (i) to meet the indemnities referred to above; and
  - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.
- (b) For the purpose of these indemnities, and to the maximum extent permitted by law and subject to the Relevant Law, the Trustee or, if the

Trustee is a corporation, its directors and officers have, and may exercise, a lien over the Fund.

**4.8 Release**

Subject to Relevant Law, the Trustee (and in the case of a Corporate Trustee, each director) is released from all liabilities, losses, costs and expenses incurred in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

**4.9 Limited Indemnity and Release**

Nothing in the Deed has the effect of indemnifying or releasing the Trustee (and in the case of a Corporate Trustee, its director) in respect of any liability:

4.9.1 for a breach of trust, where the Trustee fails to act honestly, or fails intentionally or recklessly to exercise, the degree of care and diligence that the Trustee was required to exercise; or

4.9.2 for a monetary penalty under a civil penalty order.

**4.10 Confidentiality**

The Trustee shall keep confidential all material and information concerning the administration and management of the Fund and concerning Members and their Dependants and only use that material and information in the administration and management of the Fund and unless required expressly in these Rules or by the Relevant Law shall not be obliged to give reasons for any decisions or acts or omissions of the Trustee.

**5. Membership**

**5.1 Admission**

The Trustee may in its absolute discretion admit to membership of the Fund any person that the Trustee regards as eligible for membership with effect from such date, whether retrospective or prospective, as the Trustee determines. The Trustee may require an application for membership in such form as the Trustee accepts and or that the person enter into a written agreement with the Trustee imposing special conditions in respect of membership.

**5.2 Bound by the Deed and the Rules**

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

**5.3 Variation of Membership Terms**

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

**5.4 Information to Members**

The Trustee must, as soon as practicable after the admission of a Member, and/or at such other times as is required by the Relevant Law give to that Member and any other entitled person any information and details about the Fund required by the Relevant Law.

**5.5 Information from Members**

5.5.1 Every Member and Dependant must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee considers necessary for the Trustee to administer the Fund and for the Trustee to otherwise be satisfied that such person is entitled to a Benefit from the Fund. The Trustee may suspend the payment of any Benefit if the Member or Dependant fails to comply with any Trustee request for this purpose.

5.5.2 If the Trustee's first request is not complied with within six (6) months, the Benefit payable to or for such Member or Dependent may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustee to an Eligible Fund.

**5.6 Person to Receive a Reversionary Pension**

Subject to the Rules and the Relevant Law, the Trustee must admit a person as a Member where that person will be paid a pension from the Fund as a consequence of the death of another Member.

**5.7 Cessation of Membership**

Subject to Relevant Law, a person ceases to be a Member of the Fund:

5.7.1 if the Member dies, when all their Superannuation Entitlements in the Fund have been paid, applied or transferred from the Fund;

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

5.7.3 when a transfer of the balance of their Member Account is made to an Eligible Fund;

5.7.4 when the Trustee requires a Member to cease membership of the Fund to comply with the Relevant Law;

5.7.5 when the Member has a nil balance in the Fund and the Trustee determines that the Member is not to continue to be recognised as a member of the Fund;

5.7.6 when the Trustee otherwise reasonably determines.

Subject to the Relevant Law, a person who ceases to be a Member may continue to act as a Trustee (or director of a Corporate Trustee) if they are or were appointed by another Member.

**5.8 Closure of Membership**

To permit the Fund to qualify or to continue to qualify for a duty exemption or nominal or concessional assessment of duty under the laws of any State or Territory on the transfer of an asset to the Fund in respect of an asset acquired by the Trustee and held for the benefit of particular Members of the Fund at that time, the Trustee may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay Benefits to those Members. The Trustee shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

**6. Contributions to the Fund**

**6.1 Acceptance of Contributions**

The Trustee subject to the Relevant Law:

6.1.1 may accept contributions in respect of a Member including, without limitation:

- (a) government co-contribution;
- (b) child contributions;
- (c) spouse contributions;
- (d) the whole or part of any Shortfall Component in respect of any employee or Member received from the Commissioner of Taxation;
- (e) Splittable Contributions; and
- (f) any downsizer contributions as defined and provided in the Relevant Law;

6.1.2 must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law;

6.1.3 may allocate, record or treat the whole or part of a contribution in a manner not prohibited by the Relevant Law including the allocation of the whole or part of a contribution to a reserve; and

6.1.4 may refuse to accept part or all of any contributions as the Trustee deems appropriate.

**6.2 Form of Contributions**

6.2.1 Subject to the Relevant Law, contributions may be made either in money or by in specie transfer of assets not prohibited by the Relevant Law.

6.2.2 If a contribution is made by an in specie transfer:

- (a) the amount of the transfer will be the market value of the asset determined by the Trustee at the time of its transfer;

- (b) any other terms and conditions of the transfer will be as determined by the Trustee; and
- (c) in the event that the Trustee wishes to restrict the Benefits arising from the assets transferred to the Fund under this Rule to particular Members, the Trustee shall either proceed under **Rule 7.4** to hold the assets specifically to provide Benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustee may close the membership of the Fund to new members under **Rule 5.8**.

### **6.3 Splittable Contributions**

Subject to the Relevant Law, the Trustee may allow Splittable Contributions and a Member may request that the Trustee allocate the whole or part of that contribution to any other Member or person.

### **6.4 Contribution Repayment or Release**

- 6.4.1 The Trustees may repay the whole or any part of a contribution and any associated earnings to a Member but only if the repayment is not in breach of the Relevant Law.
- 6.4.2 Subject to the Relevant Law, the Trustee may repay a contribution if the Trustee is satisfied that it was paid to the Trustee by mistake.
- 6.4.3 The Trustee must repay the whole or part of a contribution and any associated earnings to the Member if directed by the Regulator. The Trustee may deduct from the repayment any liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution.
- 6.4.4 If excess contributions are received by the Fund and the Trustee receives a release authority under the Relevant Law, then the Trustees may release funds and pay Excess Contributions Tax in accordance with the release authority and the Relevant Law.

## **7. Investments**

### **7.1 Investment Strategy**

The Trustee must formulate in writing, give effect to and review regularly an investment strategy that complies with the requirements of the Relevant Law.

### **7.2 Authorised Investments**

- 7.2.1 Subject to the Relevant Law, the Trustee may directly or indirectly invest in any investment the Trustee considers appropriate, all or so much of the assets of the Fund not required immediately for the payment of Benefits or other amounts authorised by the Rules.
- 7.2.2 Without limiting **Rule 7.2.1**, the Trustee may invest alone, in partnership or jointly with any other entity in:

- (a) any investment authorised by the laws of the Commonwealth of Australia or any State or Territory of Australia for the investment of trust funds;
- (b) the acquisition of any interest in real or personal property, and the improvement or extension of that property;
- (c) any mortgage on freehold or leasehold property situated in Australia or elsewhere;
- (d) any deposit with any bank, building society, other financial institution or any person or organisation whatsoever and at such rate of interest and upon such terms as the Trustee may deem reasonable;
- (e) the making of any loan to any entity (except to a Member or a relative of a Member) with or without security, and at such rate of interest and upon such terms as the Trustee considers reasonable;
- (f) the acquisition of foreign currencies, commodity contracts, hedging contracts or futures contracts of any kind quoted on a recognised stock exchange;
- (g) the acquisition of shares or stock of any class or description, or of any type of bond, mortgage, debenture, note option, warrant, derivative or other like security in any company or trust fund, society, unincorporated association or other entity in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up, and whether secured or unsecured, registered or unregistered;
- (h) the acquisition of, or subscription for, any unit or interest in any unit trust established or situated anywhere in the world, and whether such units or interests are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the acquisition of any financial product (including instalment warrants or other derivative) over any assets in which the Trustee is authorised to invest;
- (j) the acquisition of any precious metals, coins, stamps, works of art, antiques and any other precious objects;
- (k) the acquisition of any insurance policy or annuity of any kind whatsoever and wherever made;
- (l) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
- (m) the acquisition of digital currency, cryptocurrency and such other similar or like digital assets;
- (n) bills of exchange, bill of lading, promissory notes or other negotiable or transferable instruments; and

- (o) any other investment the Trustee considers appropriate.

**7.3 Power to Sell and Vary Investments**

The Trustee may sell or otherwise dispose of any investments and may vary and transpose any investments into other investments permitted by the Rules.

**7.4 Assets Specific to a Member**

7.4.1 The Trustee, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Fund and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.4.2 Despite anything contained in the Rules, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred from the Member's account and no other person shall obtain an interest in the asset unless:

- (a) the asset is being transferred to the Member as payment of a Benefit in specie to the Member;
- (b) the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or
- (c) the transfer of the asset does not affect any duty exemption or concessional or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustee.

**7.5 Restrictions on Member Contributed Property.**

7.5.1 Despite any other provision in the Rules to the contrary, and subject to the passing of a resolution by the Trustee that this Rule (and any variation of this Rule, applies) if the Trustee acquires Member Contributed Property:

- (a) either:
  - (i) the Transferor of the Member Contributed Property must be the only Member (or Members) of the Fund and the Trustees must not admit any further Members to the Fund whilst the Fund holds the Member Contributed Property; or
  - (ii) the Member Contributed Property must be used solely for the benefit of the Transferor as Member; and
- (b) any Member Contributed Property must be used solely for the purpose of providing a retirement benefit to the Transferor(s) as Member(s); and
- (c) the Member Contributed Property:

- (i) must be held by the Trustees specifically for the benefit of the Transferor as a Member of the Fund (or if there is more than one, each of them in the same proportions as that property was held before the transfer); and
  - (ii) cannot be pooled with any property held for another Member of the Fund; and
  - (iii) no other Member of the Fund can obtain an interest in the Member Contributed Property.
- (d) The Trustee must not do or fail to do anything, including the amendment or deletion of this Rule 7.5, at any time, if doing so would result in the Trustee (or any custodian trustee of that property for the Trustee of the Fund) not obtaining or not being entitled to obtain or retain the benefit of any exemption or concession that would otherwise apply or continue to apply in respect of the transfer of the Member Contributed Property.

## **7.6 Gifts and Distributions**

7.6.1 Subject to the Relevant Law, the Trustee may accept gifts or distributions made to the Fund from any person or organisation whatsoever.

7.6.2 The Trustee may allocate such gifts or distributions to any Account of the Fund for any purpose as it sees fit.

## **7.7 Investment Income**

The Trustee must, to the extent required by the Relevant Law, at the Review Date:

7.7.1 value all of the assets of the Fund; and

7.7.2 determine the net income and net capital gains of the Fund (whether realised or unrealised) for the period since the last Review Date, after deducting any capital losses, expenses and Taxes as the Trustee considers appropriate.

## **7.8 Fund Earning Rate**

At the Review Date, the Trustee must determine the rate or amount at which the income of the Fund is to be credited or debited to Member Accounts and other Accounts and Reserves established by the Trustee, having regard to:

7.8.1 the amount of Income for the Financial Year ending on the relevant Review Date;

7.8.2 the amount of income expected for the subsequent Financial Year;

7.8.3 the amount of income credited to the Member's Accounts in previous Financial Years;

7.8.4 the amount of Taxes, costs and other liabilities of the Fund;

7.8.5 investment strategies of the Fund; and

7.8.6 any other matters the Trustee considers relevant.

**7.9 Interim Fund Earning Rate**

During a Financial Year, the Trustee may determine an interim rate or amount at which the income of the Fund is to be credited or debited to any Member Account for the purpose of calculating the Member's entitlement to Benefits.

**8. Borrowing - section 67A and 67B of the SIS Act Arrangements**

**8.1 Borrowing**

8.1.1 The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any financial accommodation, if the Relevant Law permits.

8.1.2 Subject to the Relevant Law, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respect as the Trustee thinks fit, and:

- (a) any money raised by the Trustee will form part of the Fund; and
- (b) interest payable on such borrowings as referred to in this **Rule 8.1** is a proper outgoing of the Fund.

**8.2 Limited Recourse Borrowing**

The Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with sections 67A and 67B SIS Act and subject to those sections (and without limiting them) the Trustee may:-

- 8.2.1 borrow money;
- 8.2.2 maintain an existing borrowing of money;
- 8.2.3 assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;
- 8.2.4 enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section;
- 8.2.5 pay the expenses incurred in any such borrowing from the borrowed money;
- 8.2.6 refinance or vary the terms of a borrowing; and
- 8.2.7 do all such things as may be ancillary or necessary including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in that section.

### 8.3 Loan Applications & Conditions

The Trustee may make a loan application to any lender and utilise the services of any custodian and make such arrangements and do such things and execute such documents as may be required to comply with any conditions of approval in respect of such loan.

### 8.4 Asset Title

If an asset is held in the Trustee's name for the Fund, the Trustee may transfer the legal title to a custodian trustee, subject to the Relevant Law, to be held for the Trustee in its capacity as trustee of the Fund.

## 9. Estate Planning

### 9.1 Non-Binding Death Benefit Nomination

9.1.1 A Member may, in writing, notify the Trustee of the manner in which the Member would prefer their Benefit to be distributed upon the Member's death ('**Non-Binding Death Benefit Nomination**')

9.1.2 The Trustee need not comply with a Non-Binding Death Benefit Nomination.

9.1.3 A Member may vary or revoke a Non-Binding Death Benefit Nomination at any time by providing the Trustee a written revocation of the Non-Binding Death Benefit Nomination or a written variation or a new Non-Binding Death Benefit Nomination.

### 9.2 Binding Death Benefit Nomination

9.2.1 A Member may at any time in writing (the form and content of which writing need not comply with the Relevant Law and which writing may be contained within a testamentary instrument and which may be given to the Trustee after the Member's death and which does not need to be given by the Member personally) direct the Trustee about the manner in which the Member's Benefit is to be distributed upon their death and the Beneficiaries to whom it is to be paid (being persons who would be Dependants and the Member's Legal Personal Representative and any other person authorised by the Relevant Law) and, if to more than one person, in what proportions ('**Binding Death Benefit Nomination**').

9.2.2 A Member may:

- (a) confirm, vary or revoke a Binding Death Benefit Nomination at any time;
- (b) elect that all or some (as specified by the Member in the Binding Death Benefit Nomination) of the directions in the Binding Death Benefit Nomination shall be binding upon the Trustee.

9.2.3 A Binding Death Benefit Nomination need not contain an express statement that a direction is binding to be binding and it shall be sufficient if it uses words or language that satisfy the Trustee that the direction was intended by the Member to be binding.

9.2.4 A Binding Death Benefit Nomination may:

- (a) be lapsing or non-lapsing as to the whole or part;
- (b) specify a period, event or date after which a direction is to be no longer binding but is to otherwise remain valid;
- (c) specify a period, event or date after which it lapses as to the whole or part;
- (d) contain conditions which must be satisfied or met in order for a Benefit to be paid;
- (e) specify the type, amount and proportion of different components of Benefit to be paid;
- (f) specify whether or not a pension including a reversionary pension is to be provided;
- (g) specify whether or not the Binding Death Benefit Nomination revokes or replaces a previous Member Directed Superannuation Benefit Plan;
- (h) revoke, vary or replace a nomination or direction about the continuation of pension as a reversionary pension upon death of the Member;
- (i) specify the circumstances in which directions intended to be binding are to be treated as no longer binding including but not limited to:
  - (i) the marriage, separation, divorce or death of a Beneficiary;
  - (ii) the marriage, separation, divorce of the Member;
  - (iii) where a Beneficiary consents;
- (j) specify payment of a Benefit to a trust in which the beneficiaries are limited to those persons who are the Member's death benefit dependant as defined by section 302-195 of the Tax Act.

9.2.5 Unless expressed to the contrary, a Binding Death Benefit Nomination requiring a Benefit to be paid to a spouse of a Member will be revoked if proceedings have commenced, or will be commenced, under the *Family Law Act 1975 (Cth)* or similar laws seeking a dissolution of the marriage between that Member and the spouse.

9.2.6 Notwithstanding this Rule 9.2, any notice in writing concerning the payment of a Member's Benefit upon their death prepared by a Member pursuant to the rules governing the operation and administration of the Fund prior to the adoption of these Rules shall continue to have full force and effect unless and until it lapses or is subsequently revoked, modified, amended or varied.

### **9.3 Member Directed Superannuation Benefit Plan**

9.3.1 The Trustee and a Member may enter into an agreement in writing about the payment of a Benefit to Beneficiaries upon the Member's death and which includes terms and conditions of the type set out in Rule 9.2.4. ('Member Directed Superannuation Benefit Plan').

**9.3.2** The terms of a Member Directed Superannuation Benefit Plan shall form part of these Rules as between the Member and the Trustee and shall be read together with the Rules as follows:

- (a) subject to the Relevant Law, the Member Directed Superannuation Benefit Plan prevails over any Binding Death Benefit Nomination by the Member unless the Binding Death Benefit Nomination expressly revokes or replaces the Member Directed Superannuation Benefit Plan made under this **Rule 9.3**;
- (b) the Member Directed Superannuation Benefit Plan replaces any previous Member Directed Superannuation Benefit Plan made by the Member and the Trustee;
- (c) any previous Binding Death Benefit Nomination given by the Member is to be treated as not in effect for the purposes of **Rule 9.2** and **Rule 14.9.3**;
- (d) subject to the Relevant Law, the terms of the Member Directed Superannuation Benefit Plan are to prevail if there is any inconsistency between the Member Directed Superannuation Benefit Plan and the Rules; and
- (e) if part of a Member Directed Superannuation Benefit Plan is invalid because a Beneficiary is not eligible to receive a Benefit under the Relevant Law then that part of the Benefit shall be distributed in accordance with **Rule 14.9.7**.

**9.3.3** A Member may confirm, vary or revoke a Member Directed Superannuation Benefit Plan.

#### **9.4 Reversionary Pension**

Subject to the Relevant Law and **Rule 9.5.2**, the Trustee must comply with any terms and conditions contained in a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under these Rules or any equivalent rule contained in prior rules concerning the continuation or otherwise of a pension as a reversionary pension upon death of the Member.

#### **9.5 Consistency of Estate Planning**

**9.5.1** The Trustee and Member must use their best endeavours to ensure that there is consistency as between all of:

- (a) a Non-Binding Death Benefit Nomination (**Rule 9.1**);
- (b) a Binding Death Benefit Nomination (**Rule 9.2**);
- (c) a Member Directed Superannuation Benefit Plan (**Rule 9.3**); and
- (d) the terms and conditions of any pension (**Rule 9.4** and **Rule 14.5**);

made by or in place for a Member and the Trustee must notify the Member if there is an apparent inconsistency.

- 9.5.2 Subject to the Relevant Law and despite Rule 9.5 and Rule 9.2.4(g), if in the Trustee's opinion, there is any inconsistency between the terms of a pension, a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under the Rules or any equivalent Rule contained in any relevant prior rules, the terms and conditions of whichever of the pension or Binding Death Benefit Nomination or Member Directed Superannuation Benefit Plan is dated or was signed on the most recent date is to prevail to the extent of the inconsistency.

## **10. Fund Accounts**

### **10.1 Fund Accounts**

The Trustee must keep Accounts and reserves that the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefit payable to each Member.

### **10.2 Member Accounts**

The Trustee must keep separate Accounts for each Member and if necessary, separate Accounts for the purposes of:

- 10.2.1 differentiating between contributions made by a Member and contributions made by others for the benefit of the Member;
- 10.2.2 differentiating between a Member's preserved and non-preserved benefits;
- 10.2.3 calculating the tax free and taxable components of a Member's Benefit within the meaning of the Relevant Law;
- 10.2.4 identifying particular assets which are funding a Member's pension;
- 10.2.5 enabling Members to have one or more pensions; and
- 10.2.6 any other purpose as the Trustee considers appropriate.

### **10.3 Crediting and Debiting Member Accounts**

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

- 10.3.1 contributions received from the Member or for the benefit of the Member;
- 10.3.2 income or losses of the Fund as determined by the Trustee;
- 10.3.3 amounts transferred to or from a Reserve of the Fund;
- 10.3.4 amounts transferred to or from an Eligible Fund;
- 10.3.5 the amount of any Splittable Contributions as agreed between the Member and the Trustee;
- 10.3.6 the amount of any payment split that the Trustee is required to apply in accordance with the *Family Law Act 1975 (Cth) (Part VIII B)*;

- 10.3.7 any Taxes, expenses or liabilities in relation to the contributions received in respect of the Member;
- 10.3.8 any Taxes, expenses or liabilities of the Fund that the Trustee considers appropriate;
- 10.3.9 any Benefit paid to the Member or any other person as approved by the Trustee;
- 10.3.10 any premiums and other expenses of any insurance policies in respect of the Member;
- 10.3.11 any proceeds of insurance effected for the benefit of the Member;
- 10.3.12 any other amount which shall be credited or debited for the purposes of the Rules; and
- 10.3.13 any other amounts that the Trustee considers appropriate.

#### **10.4 Reserves**

The Trustee may establish and maintain the following reserve accounts:

- 10.4.1 a reserve for smoothing any fluctuations in the value and earnings of investments of the Fund;
- 10.4.2 a taxation reserve for making provision for any existing or prospective liability for Taxes or any other liability;
- 10.4.3 such reserves or liability accounts to assist the Trustee to identify the value of assets that may be exchanged or segregated as either current pension assets, non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and
- 10.4.4 such other reserves and accounts for any other purpose the Trustee considers appropriate.

### **11. Fund Expenses, Taxation and Insurance**

#### **11.1 Expenses**

- 11.1.1 Except as otherwise provided, all expenses relating to the establishment, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.
- 11.1.2 The Trustee may debit Member Accounts, Reserves and any other Accounts as it considers appropriate to reflect the payment, or the provision of expenses and notwithstanding anything expressed or implied to the contrary in the Rules, the expenses of the Fund shall be distributed in a fair and reasonable manner as between all Members and in determining what is fair and reasonable the Trustee may have regard to whether such expenses were to the benefit or detriment of some or one, but not all, of the Members.

**11.2 Taxes**

- 11.2.1 The Trustee must pay all Taxes assessed to the Fund.
- 11.2.2 The Trustee may deduct from a Member's Account, a Reserve or any other Account any Taxes referable to:
  - (a) contributions made to the Fund for the benefit of a Member;
  - (b) earnings attributed to a Member's Account;
  - (c) any Benefit from which the Trustee considers Taxes may be payable.
- 11.2.3 The Trustee may deduct from a Member's Account any Excess Contributions Tax payable by that Member in accordance with **Rule 6.4**.
- 11.2.4 Subject to the Relevant Law, the Trustee may allocate any refund of Taxes to a Member's Account, Reserve or other Account.

**11.3 Insurance**

- 11.3.1 The Trustee may establish and implement an insurance plan for the Benefit of the Fund to enable the Fund to make payments (including the payment of Benefits on a Member's death or disability) to a Member, a Member's Dependant or the Legal Personal Representative of a Member in the event of a Member's death, disablement, illness or otherwise as permitted by the Relevant Law.
- 11.3.2 If permitted by the Relevant Law, the Trustee may self insure. For clarity, the Trustee may elect to self insure so long as the insured benefit is fully supported by an insurance policy provided by an external insurer.
- 11.3.3 The Trustee is prohibited from providing insured benefits other than those that are consistent with the conditions of release in the SIS Regulations for death, terminal medical condition, permanent incapacity or temporary incapacity.
- 11.3.4 The Trustee has absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the insurance proceeds to any Member's Account or to Reserves held in the Fund.
- 11.3.5 No Member nor their Legal Personal Representative nor any other person has any interest in any insurance proceeds that might be received by the Fund.
- 11.3.6 If a Benefit would ordinarily include an insured component under an insurance policy (for example a benefit payable on the Member's death or disablement): but
  - (a) no amount is paid under that policy; or
  - (b) the amount paid under the policy is less than the amount that would ordinarily be payable:

the amount payable to the Member may be adjusted accordingly.

11.3.7 This Rule is:

- (a) for the protection of the Trustee and the Fund; and
- (b) not to be taken as conferring any rights on Beneficiaries in respect of benefits additional to those conferred under other provisions of this Deed.

11.3.8 Where under any prior rules governing the Fund provision was made for purchasing policies of any type of insurance and paying the premiums of those insurance policies, the Trustee may, in their absolute discretion, continue those policies and do such things as may be necessary in that regard, subject to the Relevant Law.

11.3.9 The Trustee, in their absolute discretion, may vary the policies, subject to the Relevant Law.

## **12. Records and Reports**

### **12.1 Records and Accounts to be kept**

The Trustee must in such manner and form and at such time as required by the Relevant Law:

- 12.1.1 keep appropriate minutes of meetings;
- 12.1.2 keep account of all moneys received by or for, and disbursed from, the Fund and of all dealings of the Fund;
- 12.1.3 collect and promptly pay into a bank or other account of the Fund all moneys due to the Fund;
- 12.1.4 keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law;
- 12.1.5 make suitable arrangements for the custody of documents relating to the investments of the Fund;
- 12.1.6 details of any order or agreement for a payment split that the Trustee is required to apply in accordance with the Part VIIIB of the *Family Law Act 1975 (Cth)*; and
- 12.1.7 prepare accounts, returns and statements in relation to the Fund as at the end of the Financial Year.

### **12.2 Audit**

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

**12.3 Inspection of records**

The Trustee must allow Members to inspect such documents and information as required by the Relevant Law.

**12.4 Report to Regulator**

The Trustee shall provide to the Regulator such reports required from time to time by the Relevant Law. The Trustee shall give to the Regulator notice of changes to the Fund in such form and in such manner as specified by the Relevant Law that the Trustee must give to the Regulator.

**13. Transfers of Benefits**

**13.1 Transfers within the Fund**

The Trustee with the consent of the Member when required by the Relevant Law, may pay or transfer in the form, money or assets of the Fund or a combination of both, all or part of the Member's interest or entitlement in the Fund to another Member' Account provided that:

- 13.1.1 the payment or transfer is not prohibited by the Relevant Law;
- 13.1.2 the Member shall be deemed to have consented to payment or transfer if the payment or transfer is required by the Relevant Law; and
- 13.1.3 the payment or transfer is made in accordance with the provisions, if any, of the Relevant Law.

**13.2 Transfers to Other Funds**

Subject to the Rules and the Relevant Law, the Trustee may pay or transfer to an Eligible Fund all or part of a Member's interest or entitlement to Benefits in the Fund on terms and conditions determined by the Trustee:

- 13.2.1 when requested by the Member;
- 13.2.2 when permitted or required by the Relevant Law whether or not requested or consented to by the Member and the Member shall be deemed to have consented to such payment or transfer; and

such payment or transfer may be in the form of money or assets of the Fund or a combination of both.

**13.3 Benefits Cease**

If a payment or transfer is made under Rule 13.2:

- 13.3.1 the payment or transfer will satisfy the Member's interest or entitlement to those Benefits to the extent of the amount paid or transferred;
- 13.3.2 the receipt of the payment or transfer by the trustee of the Eligible Fund will discharge the Trustee with respect to any liabilities referable to the amount paid or transferred; and

- 13.3.3 after the payment or transfer, the Trustee will not be responsible for the future application of the particular amount.

**13.4 Transfers from Other Funds**

- 13.4.1 Upon a Member's request, the Trustee may accept a payment or transfer of money or assets from an Eligible Fund:
- (a) on such terms and conditions imposed by the Eligible Fund;
  - (b) on such terms and conditions determined by the Trustee; and
  - (c) which is not prohibited by the Relevant Law.
- 13.4.2 The Trustee shall have regard to the provisions governing the preservation of benefits in the Eligible Fund to ensure that any Benefit arising from the assets transferred will only be paid to or in respect of the Member in circumstances similar to those provided for in the provisions governing the Eligible Fund:
- (a) if the Eligible Fund is an overseas pension scheme or foreign superannuation fund, to the extent required by foreign law; and
  - (b) to extent required by the Relevant Law.
- 13.4.3 Subject to the requirements of this Rule 13.4 and the Relevant Law, the Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets paid or transferred under this Rule 13.4.

**13.5 Transfers from UK Registered Pension Schemes**

- 13.5.1 Despite Rule 14, this Rule 13.5 only applies if any Recognised Transfer Amounts have been accepted and are held by the Trustee pursuant to Rule 13.4 from a registered pension scheme in the United Kingdom.
- 13.5.2 Subject to this Rule 13.5, a Member is only entitled to receive a Benefit sourced from a Recognised Transfer Amount when the Member is permitted by the UK Regulations and the Trustee must not pay a Benefit sourced from a Recognised Transfer Amount to a Member until that time.
- 13.5.3 If a Recognised Transfer Amount is held by the Trustee, this Rule 13.5 may be amended only if, after the amendment, the amended Rule would continue to comply with the QROPS Requirements.
- 13.5.4 A Recognised Transfer Amount may be transferred to an Eligible Fund in accordance with Rule 13.2 only where the provisions governing the Eligible Fund contain provisions to the same effect as this Rule 13.5 in respect of a Recognised Transfer Amount.
- 13.5.5 If a Recognised Transfer Amount is held by the Trustee, the Trustee must do all necessary things to comply with the QROPS Requirements.

**14. Benefits**

**14.1 When Payable**

14.1.1 Subject to the Relevant Law and these Rules, a Benefit may be paid when:

- (a) the Member has reached the Preservation Age;
- (b) the Member has reached the Retirement Age;
- (c) the Member has ceased to be Gainfully Employed;
- (d) the Member suffers Temporary Incapacity; or
- (e) the Member suffers Permanent Incapacity.
- (f) the Member suffers from a Terminal Medical Condition;
- (g) the Member has died;
- (h) there are compassionate grounds;
- (i) a First Home Super Saver Scheme benefit as provided in the Relevant Law is permitted; or
- (j) such other events or circumstance allow a Benefit to be paid.

14.1.2 A Benefit must be paid by the Trustee if required under the Relevant Law.

**14.2 Method of Payment**

14.2.1 A Benefit may be paid:

- (a) in a lump sum;
- (b) by way of one or more pensions;
- (c) by an in specie transfer of assets of the Fund;
- (d) in any other way permitted by the Relevant Law; or
- (e) as a combination of any of the above.

14.2.2 The Trustee may pay the whole or part of a Benefit by the payment or transfer of money or assets of the Fund but must pay a Benefit in a particular way if required by the Relevant Law.

**14.3 Payment Conditions**

14.3.1 The Trustee may impose any reasonable conditions regarding payment of Benefits, such as requiring a Member or the Member's Legal Personal Representative to produce evidence of entitlement.

14.3.2 A Benefit must not be paid if doing so would result in the Fund not complying with the Relevant Law.

**14.4 Lump Sum**

**14.4.1** The Trustee may, at its discretion, pay a part of or all of a Benefit as a lump sum if requested by a Member.

**14.4.2** The lump sum Benefit may be paid:

- (a) in money as a single payment or in instalments; or
- (b) by an in specie transfer of assets of the Fund of equivalent value, with the value determined on an arms' length basis at the date of transfer.

**14.4.3** Subject to **Rule 14.4.4**, the amount of any lump sum Benefit must not:

- (a) exceed the balance of the Member's Accounts; or
- (b) be less than any amount required under the Relevant Law.

**14.4.4** Subject to the Trustee's discretion, in addition to any lump sum Benefit paid under **Rule 14.4.2**, the Trustee may pay an amount from a Reserve of the Fund to a Member.

**14.5 Pension**

**14.5.1** The Trustee may, at its discretion, pay part of or all of a Benefit as a pension if requested by a Member or if required by the Relevant Law.

**14.5.2** Subject to the Relevant Law and **Rule 14.6**, a pension will be paid subject to the following:

- (a) payment shall be in such amounts and on such terms and conditions as agreed in writing by Trustee and the Member;
- (b) a pension may include a nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
- (c) a pension may be subject to or varied by a Binding Death Benefit Nomination made under **Rule 9.2** or Member Directed Superannuation Plan made under **Rule 9.3**;
- (d) the Trustee with the consent of the Member may at any time vary the terms and conditions of a pension including a variation which adds, removes or replaces any nomination or direction about the continuation of the pension as a reversionary pension upon death of the Member;
- (e) a variation of a pension shall not create a new pension unless expressly provided otherwise in writing;
- (f) the terms and conditions of a pension shall form part of the Rules.

**14.5.3** Notwithstanding this **Rule 14.5** and for the avoidance of doubt, any pension paid to a Member pursuant to Rules governing the operation and administration of the Fund prior to the adoption of these Rules shall continue to have full force and effect.

**14.6 Pension Conditions**

- 14.6.1 Any standards with respect to the payment of pensions contained in the Relevant Law are incorporated in, and form part of the Rules.
- 14.6.2 Any pension paid to a Member must be provided pursuant to any standards contained in the Relevant Law.
- 14.6.3 In providing a pension to a Member, and subject to Rule 14.6.1 and the Trustee's discretion, the Trustee may apply any amount from the Member's Account and/or a Reserve of the Fund.
- 14.6.4 If a pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act 1991 or the Veterans' Entitlements Act 1986 apply to the extent of any inconsistency to ensure the pension qualifies or continues to qualify as an Asset Test Exempt Pension.

**14.7 Recommencement of a Ceased Pension**

Subject to the Relevant Law, if a pension has ceased because any minimum pension payment requirement of the Relevant Law has not been satisfied then that pension shall recommence on the same terms and conditions as the ceased pension on the first day of July following the day that the pension ceased.

**14.8 Commutation**

- 14.8.1 The Trustee may, in its discretion, commute a part or the whole of a Benefit if requested by a Member however if a Benefit is subject to a cashing restriction the Trustee shall ensure the Benefit is only commuted in accordance with the Relevant Law.
- 14.8.2 The Trustee must not commute a part or the whole of a Benefit if the commutation will cause the Fund to breach the Relevant Law.
- 14.8.3 Any commutation amount may be applied by the Trustee:
  - (a) to pay a lump sum Benefit to the Member;
  - (b) to pay one or more pensions to the Member;
  - (c) be allocated to the Member's Accounts; or
  - (d) in any other way not prohibited by the Relevant Law.

**14.9 Death Benefits**

- 14.9.1 On the death of a Member but subject to any Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan:
  - (a) the Trustee shall not exercise any discretion or power concerning the payment of a death benefit unless:

- (i) the prior written consent of the Legal Personal Representative of the deceased Member has been obtained to the manner and form of payment and to whom payment is to be made; or
    - (ii) the Legal Personal Representative of the deceased Member is a Trustee or director of a Corporate Trustee;
  - (b) the Trustee may continue to pay to the Legal Personal Representative any pension paid to the deceased Member;
  - (c) the Trustees may pay or transfer a death benefit to an Eligible Fund for payment to a Dependant in a manner permitted by the Relevant Law;
  - (d) the Trustees may transfer a death benefit to a trust in which the beneficiaries of such trust are limited to those persons who are death benefits dependants as defined in section 302-195 of the Tax Act.
- 14.9.2 The Trustee may comply with a Non-Binding Death Benefit Nomination of a Member made under **Rule 9.1** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.3 The Trustee must comply with a Binding Death Benefit Nomination of a Member made under **Rule 9.2** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.4 The Trustee must comply with a Member Directed Superannuation Benefit Plan of a Member made under **Rule 9.3** or any equivalent Rule contained in any prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.5 The whole or part of a Member's Benefit payable on death that is not subject to or is not permitted to be paid pursuant to a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan shall be paid by the Trustee in accordance with **Rule 14.9.7** and **Rule 14.9.8**.
- 14.9.6 If there is any inconsistency between a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan then **Rule 9.5.2** applies
- 14.9.7 Subject to **Rule 14.9.1(a)**, **Rule 14.9.3**, **Rule 14.9.4** and the Relevant Law, the Trustee must distribute the balance of the Member's Accounts as a death benefit in such manner, form or type and in such proportions as the Trustee may in the absolute discretion of the Trustee decide to:
- (a) one or more Dependants; or
  - (b) the Legal Personal Representative; or
  - (c) any other persons permitted by the Relevant Law; or
  - (d) a combination of any of the above.

- 14.9.8 Subject to **Rule 14.9.6**, if the terms and conditions of a pension payable to the Member include a reversion to another person then the Trustee must pay the pension in accordance with **Rule 9.4**.
- 14.9.9 Subject to the Relevant Law, and notwithstanding any other provision of this **Rule 14.9**, the Trustee may in its absolute discretion pay an additional amount from other Accounts and/or reserve, to the Legal Personal Representative or one or more of the deceased's Dependants.
- 14.9.10 Any additional amount paid as contemplated in **Rule 14.9.9** will not form part of the Member's death benefit.

#### **14.10 Suspension of Benefit**

The Trustee may suspend, alter or withhold any Benefit where a Member or Dependant:

- 14.10.1 fails to provide any information or to do anything contemplated by **Rule 5.5.1** or if provided is carelessly incorrect, or deliberately misleading; or
- 14.10.2 otherwise fails to comply with the other provisions of the Rules or the requirements of the Relevant Law.

#### **14.11 Preserved Benefits**

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

### **15. Family Law Splitting and Flagging**

#### **15.1 Complying with Agreements and Orders**

- 15.1.1 The Trustee shall only be obliged to comply with any request for information, agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* to the extent permitted or required by the Relevant Law.
- 15.1.2 The Trustee may impose a fee for the administrative costs associated with complying with an agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* and such fee shall be payable by such persons and in such proportions as prescribed by the Relevant Law or Part VIII B of the *Family Law Act 1975 (Cth)*. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee that the Trustees impose and may debit the interest to a Benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.
- 15.1.3 Nothing in the Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* who is not already a Member of the Fund and the Trustee may transfer to an Eligible Fund any Benefit to which such person is entitled.
- 15.1.4 Notwithstanding anything contained in the Rules, a Benefit payable to a Member or Dependant under the Rules shall be subject to any agreement or order made under Part VIII B of the *Family Law Act 1975 (Cth)* applying to that Benefit.

**15.2 Information Request**

Upon written application for information about a superannuation interest by an eligible person in the manner prescribed by Part VIII B of the *Family Law Act 1975 (Cth)* together with such other properly completed prescribed supporting documentation and upon the payment of any fee permitted to be imposed by the Trustee, the Trustee will provide information about the superannuation interest in the prescribed form.

**16. Termination of the Fund**

**16.1 Termination**

The Fund will be terminated on such date determined by the Trustee if the Regulator requires the Fund to be terminated or if the Trustee resolves to terminate the Fund in any of the following circumstances:

- 16.1.1 the Trustee decides to terminate the Fund;
- 16.1.2 there are no Members in the Fund; or
- 16.1.3 if all the Members request the Trustee to terminate the Fund.

**16.2 Application of Assets**

Subject to the Relevant Law, the Trustee must apply the assets of the Fund, to the extent that there are sufficient assets to do so, in the following priority:

- 16.2.1 towards the costs of administering and winding up the Fund;
- 16.2.2 in paying or transferring a Member's Benefit in accordance with these Rules;
- 16.2.3 any remaining amounts to be paid by the Trustee to Members, Dependents, former Members, deceased Members or Legal Personal Representatives, in such proportions as the Trustee in its discretion determines is appropriate; and

the receipt by any person of any amount under this Rule 16.2 will be in full discharge of any claims in respect of the Fund.

**17. Alteration of the Deed and Rules**

**17.1 Amendment**

Subject to Rule 17.2 and Rule 17.3, the Trustee may by deed at any time and from time to time amend all or any of the provisions of the Deed or these Rules, provided that the amendment does not:

- 17.1.1 vary the main purpose of the Deed and Rules being:
  - (a) to establish a Regulated Superannuation Fund; and
  - (b) to provide benefits to Members on retirement or to the Dependents of Members in the event of death before retirement of the Member; or

- 17.1.2 have the effect of reducing any Benefit that has accrued or has become payable to a Member before the amendment taking effect unless:
- (a) the reduction is required due to Tax payable on income of the Fund;
  - (b) the reduction is required to enable compliance with the Relevant Law;
  - (c) the reduction is approved in writing by the affected Members; or
  - (d) the Regulator has approved the reduction in writing.

**17.2 Amendment Restrictions**

Notwithstanding **Rule 17.1** and subject to **Rule 17.3**, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee:

- 17.2.1 which would permit the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions while the Trustee is one or more individuals; or
- 17.2.2 which would permit the Trustee to be other than a Constitutional Corporation while the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions; or
- 17.2.3 without the consent in writing of the Legal Personal Representative of a deceased Member if the death benefit payable in respect of the deceased Member has not been paid.

**17.3 Amendments requiring Consent of Members and Others**

Notwithstanding **Rule 17.1**, no amendment of the Deed or the Rules shall be made by the Trustee except with the written consent of Members or, if a Member is unable to give written consent, with the written consent of the Legal Personal Representative of that Member, which would have the effect of:

- 17.3.1 amending **Rule 17.2** or **Rule 17.3**;
- 17.3.2 altering the existing terms and conditions of:
- (a) a pension payable to the Member or their Dependants;
  - (b) a Binding Death Benefit Nomination made by the Member; or
  - (c) a Member Directed Superannuation Benefit Plan;
- 17.3.3 amending **Rule 13.5** if a Recognised Transfer Amount has been accepted by the Trustee and the amendment would result in the Fund failing to comply with the QROPS Requirements;
- 17.3.4 changing the restrictions contained in **Rule 7.5** during any period that the Trustee holds Member Contributed Property.

**17.4 Amendments Subject to the Relevant Law**

Notwithstanding anything in this Rule, the Deed and the Rules cannot be amended if the amendment is contrary to the Relevant Law.

**17.5 Trustee Act 1936 (SA)**

The provisions of section 35B of the *Trustee Act 1936 (SA)* shall not apply.

**18. Definitions**

In the Deed and Rules unless the contrary intention appears:

- 18.1 'Account'** means an account established by the Trustee for the purpose of administering the Fund or calculating the Benefit payable in respect of a Member or for any other purpose under the Deed or Rules;
- 18.2 'Ancillary Purposes'** means those purposes that are defined in subsection 62(1)(b) of the SIS Act;
- 18.3 'Asset Test Exempt Pension'** means a pension that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veterans' Entitlements Act 1986 (and any applicable regulations);
- 18.4 'Auditor'** means an 'approved SMSF auditor' (as defined by subsection 10(1) of the SIS Act) appointed for the purposes of auditing the Fund;
- 18.5 'Beneficiary'** includes Members and any person entitled at the relevant time to receive a payment from the Fund in respect of a Member and any other person who is a Beneficiary for the purposes of the SIS Act;
- 18.6 'Benefit'** means the benefits payable or that may be payable to or for a Member or their Dependants or any other person under the Deed, Rules or the Relevant Law;
- 18.7 'Complying Self Managed Superannuation Fund'** means a Fund that satisfies the requirements of section 42A of the SIS Act;
- 18.8 'Constitutional Corporation'** means a trading or financial corporation formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act);
- 18.9 'Core Purposes'** means those purposes for which the Fund is established that are defined in subsection 62(1)(a) of the SIS Act;
- 18.10 'Corporate Trustee'** means a body corporate (including a Constitutional Corporation) that is a trustee of the Fund;
- 18.11 'Deed'** means the deed establishing the Fund and as amended;
- 18.12 'Dependant'** has the meaning in subsection 10(1) of the SIS Act;
- 18.13 'Disqualified Person'** has the same meaning as in section 120 of the SIS Act;

- 18.14 **'Eligible Fund'** means a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law;
- 18.15 **'Excess Contributions Tax'** means any tax imposed by reason of the Superannuation (Excess Concessional Contributions Tax) Act 2007 (Cth) or the Superannuation (Excess Non-Concessional Contributions Tax) Act 2006 (Cth) or successor legislation;
- 18.16 **'Financial Year'** means a period of twelve (12) months ending on 30 June or such other period ending on a date determined by the Trustee;
- 18.17 **'Gainfully Employed'** means employed or self-employed for gain or reward in any business, trade, profession, occupation, vocation or calling on a full time or part time basis and **'Gainful Employment'** has a corresponding meaning;
- 18.18 **'Fund'** means all of the assets from time to time held by the Trustee upon the trusts contained in the Deed;
- 18.19 **'Individual Policy'**, in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing benefits in respect of that Member and which may include an insurance policy over the life of a person other than that Member;
- 18.20 **'Legal Personal Representative'** in relation to a Member or a Trustee being an individual means a person who:
- 18.20.1 the executor of a Will or administrator of the estate of a deceased Member including any person named as the executor in a Will of the deceased Member even though no grant of representation has issued or is required to administer the estate of the deceased Member provided the Trustees are satisfied that it is the last Will of the deceased Member; or
  - 18.20.2 holds an enduring power of attorney granted by a Member or the Trustee; or
  - 18.20.3 has been appointed by law to act as the legal personal representative of a Member or a Trustee but does not include any person appointed under the laws of bankruptcy;
- 18.21 **'Member'** means a person who has been admitted to membership of the Fund and who has not ceased to be a Member of the Fund and any person required by the Relevant Law to be treated as a Member of the Fund and, where the context permits, includes:
- 18.21.1 the Legal Personal Representative of a Member under a legal disability; or
  - 18.21.2 a parent or guardian of a Member under a legal disability by reason of age and who does not have a Legal Personal Representative;
- 18.22 **'Member Contributed Property'** means dutiable property for the purposes of the Duties Act 1997 (NSW) and the Duties Act 2008 (WA) which is transferred to the Trustee by a Transferor and, in respect of which property, duty has been assessed and paid under either section 62A of the Duties Act 1997 (NSW) or section 122 of the Duties Act 2008 (WA) and includes the proceeds of the sale of the whole or part of any such property;

- 18.23 'Old-Age Pension'** means an old age pension for the purposes of paragraph 51(xxiii) of the Commonwealth of Australia Constitution Act;
- 18.24 'Permanent Incapacity'** in relation to a Member, subject to the Relevant Law, has the same meaning as that contained in any insurance policy effected to cover Permanent Incapacity of the Member and in force at the time of the incapacity or where there is no such insurance policy means ill-health (whether physical or mental) which the Trustee after having regard to the requirements of the Relevant Law is reasonably satisfied the Member is unlikely to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;
- 18.25 'Preservation Age'** means:
- 18.25.1 for a person born before 1 July 1960 – 55 years; or
  - 18.25.2 for a person born during the year 1 July 1960 to 30 June 1961 – 56 years; or
  - 18.25.3 for a person born during the year 1 July 1961 to 30 June 1962 – 57 years; or
  - 18.25.4 for a person born during the year 1 July 1962 to 30 June 1963 – 58 years; or
  - 18.25.5 for a person born during the year 1 July 1963 to 30 June 1964 – 59 years; or
  - 18.25.6 for a person born after 30 June 1964 – 60 years;
- 18.26 'QROPS Requirements'** means any requirements under laws relating to superannuation funds that the Fund must satisfy to be a qualifying recognised overseas pension scheme under section 169 of the UK Regulations;
- 18.27 'Recognised Transfer Amount'** means the amount transferred to the Fund or a previous superannuation arrangement in respect of a Member as a recognised transfer under section 169 of the UK Regulations;
- 18.28 'Regulated Superannuation Fund'** has the same meaning as contained in section 19 of the SIS Act;
- 18.29 'Regulator'** means the Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as described in section 10(1) of the SIS Act and in respect of Recognised Transfer Amounts means the Board of Inland Revenue and HM Revenue & Customs of the United Kingdom;
- 18.30 'Relevant Law'** means:
- 18.30.1 the Superannuation Industry (Supervision) Act 1993 (Cth) ('SIS Act');
  - 18.30.2 the Income Tax Assessment Act 1997 (Cth) ('Tax Act');
  - 18.30.3 the Corporations Act 2001 (Cth) ('Corporations Act');
  - 18.30.4 any successor acts and all Regulations made pursuant to the above Acts including the Superannuation Industry (Supervision) Regulations 1994 (Cth) ('SIS Regulation');

- 18.30.5 in respect of Recognised Transfer Amounts such parts of the UK Regulations which the Fund must satisfy in order for the Fund to satisfy QROPS Requirements;
- 18.30.6 any other legislation, requirements, standards, guidelines, rulings or announcements which must be complied with or that the Trustee considers desirable to comply with in order for the Fund to be a regulated and complying superannuation fund;
- 18.31 **'Reserve'** has the meaning given to it by Rule 10.4;
- 18.32 **'Retirement Age'** means:
- 18.32.1 age 65; or
- 18.32.2 such other age at which benefits can generally be paid from a regulated superannuation fund under the Relevant Law even if a Member has not ceased Gainful Employment;
- 18.33 **'Review Date'** means the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion;
- 18.34 **'Rules'** means the rules of the Fund in this Deed.
- 18.35 **'Shortfall Component'** has the meaning given to that term in the Superannuation Guarantee (Administration) Act 1992 (Cth);
- 18.36 **'Splittable Contribution'** has the meaning given to that term in SIS Regulation 6.42;
- 18.37 **'State Trust Law'** means whichever of the Trustee Act 1958 (VIC), the Trustee Act 1925 (NSW), the Trustees Act 1962 (WA), the Trusts Act 1973 (QLD), the Trustee Act 1936 (SA), the Trustee Act 1898 (TAS), the Trustee Act 1925 (ACT) and the Trustee Act 1893 (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply;
- 18.38 **'Superannuation Entitlement'** in relation to a Member generally means the total amount of all superannuation lump sums that could be payable to the Member by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;
- 18.39 **'Taxes'** includes income tax (including capital gains tax) land tax, goods and services tax, stamp duty and any other taxes or duties;
- 18.40 **'Temporary Incapacity'** in relation to a Member, subject to the Relevant Law, who has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed), means ill-health (whether physical or mental) that caused the Member to cease to be Gainfully Employed or which otherwise qualifies as temporary disablement (or its equivalent) under the Relevant Law but does not constitute Permanent Incapacity;
- 18.41 **'Terminal Medical Condition'** has the meaning given by SIS Regulation 6.01A;

18.42 **'Transferor'** means a Member or Members together who transfer Member Contributed Property to the Trustee;

18.43 **'Trustee' or 'Trustees'** means the trustee(s) for the time being of the Fund and where the context permits includes the director of a Corporate Trustee; and

18.44 **'UK Regulations'** means the Finance Act 2004 (United Kingdom) and regulations made by the Board of Inland Revenue of the United Kingdom.

## **19. Interpretation**

In the Deed and Rules unless the contrary intention appears:

19.1 the singular includes the plural and vice versa;

19.2 a gender includes all other genders;

19.3 a reference to a **person** includes any company, partnership, joint venture, trust, association, government, or public authority and vice versa;

19.4 a reference to a **person** that comprises two or more persons means those persons jointly and severally;

19.5 a reference to **amend** includes to add to, modify, vary, replace or delete and **amendment** and **amending** have corresponding meanings;

19.6 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;

19.7 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;

19.8 a reference to **pay** includes to credit or distribute;

19.9 mentioning anything after **include**, **includes** or **including** does not limit what else might be included;

19.10 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;

19.11 any term used but undefined in the Rules which is defined in the Relevant Law has the same meaning that it has in the Relevant Law;

19.12 the **headings** and sub-headings are for convenience only and do not affect the interpretation of these Rules.

## **20. Compliance with the Relevant Law**

### **20.1 Inconsistency**

If there is any inconsistency between the provisions of the Deed, the Rules and the Relevant Law, the Relevant Law will prevail to the extent of any such inconsistency.

**20.2 Power to Act in Accordance with Relevant Law**

The Trustee has the power to do, or omit to do, all acts and things as the Trustee considers necessary for the Fund to be a Complying Self Managed Superannuation Fund.

**20.3 Deemed Inclusion of Relevant Law**

Despite any provision of the Deed or the Rules, all the provisions of the Relevant Law that must be included in the Deed and the Rules from time to time in order for the Fund to qualify or remain as a Complying Self Managed Superannuation Fund under the Relevant Law are deemed to be included in the Deed and the Rules as if every such provision was set out in the Deed and the Rules but only for so long as that deemed inclusion is necessary for the Fund to qualify or remain a Complying Self Managed Superannuation Fund under the Relevant Law.

**21. General**

**21.1 Failure to enforce rights**

The failure or omission of the Trustee to enforce or require strict compliance with a provision of the Deed or the Rules does not affect or impair the Trustee's right to subsequently enforce or require strict compliance with that provision or to avail itself of any remedies it may have in respect of any breach of that provision.

**21.2 Preservation of rights**

All rights given to a Member under the Deed or the Rules are cumulative of each other and in addition to and do not abrogate, limit or reduce any other rights that beneficiary may have at law, under any other agreement, or otherwise.

**21.3 Further assurance**

The Trustee must promptly execute all documents and do all things to effect, perfect or complete the Deed and all transactions incidental to it.

**21.4 Governing law**

The Deed and Rules are governed by the laws of the State or Territory nominated in the Deed and the Commonwealth of Australia but if no laws of a State or Territory is nominated in the Deed shall be the laws of the State or Territory nominated by the Trustee by resolution or deed. The Trustee may at any time by resolution or deed nominate that the laws of a different State or Territory will apply.

**21.5 Severance**

Subject to Rule 17.4, a provision of the Deed or the Rules that is invalid or unenforceable must be severed. All other provisions of the Deed and the Rules continue to be valid and enforceable in accordance with their terms.

## Trustee resolution

### Godfrey Family Super Fund

#### Variation of trust deed

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- 1 It is proposed to amend the trust deed for Godfrey Family Super Fund (Fund).
- 2 The proposed deed of variation is attached.
- 3 John Peter Godfrey and Maureen Therese Godfrey (as members of the Fund) have consented to the amendment of the Fund's trust deed by signing the deed of variation.

#### Resolution

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- 4 It is resolved to execute the deed of variation and any other documents necessary for the variation to take effect.
- 5 To provide notice of the deed of variation to the members of the Fund.
- 6 To arrange for stamping (if applicable).

#### The Trustee

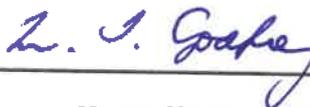
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Signed by John Peter Godfrey and Maureen Therese Godfrey:



John Peter Godfrey  
Trustee

Dated: 25<sup>th</sup> NOV 2021



Maureen Therese Godfrey  
Trustee

Dated: 25/11/2021



## Notice to members

### To the members of Godfrey Family Super Fund

- 1 The trust deed for Godfrey Family Super Fund (Fund) has been varied to ensure that the trust deed complies with the current legislation.
- 2 The deed of variation does not amend:
  - (a) your entitlements in the Fund; or
  - (b) the terms of any pension or income stream being paid by the Fund before the date of this document.
- 3 Any binding death benefit nomination made prior to the date of this deed of variation remains valid.

#### The Trustee

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Signed by John Peter Godfrey and Maureen Therese Godfrey in the presence of:



John Peter Godfrey  
Trustee

Dated: 25th NOV 2021



LEANNE HAYMAN  
Witness Name / Signature



Maureen Therese Godfrey  
Trustee

Dated: 25/11/2021



KIERAN RAMSEY  
Witness Name / Signature



Godfrey Family Super Fund ('Fund')

FORM 1

**Application for Membership**

To the Trustee of the Fund.

<b>FULL NAME</b>	MAUREEN THERESE GODFREY	<b>TAX FILE No.</b>	
<b>ADDRESS</b>	31 Constellation Crescent, Bridgeman Downs, Queensland 4035		
<b>OCCUPATION</b>	Assistant Director	<b>DATE OF BIRTH</b>	9/6/1958

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

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

NAME	RELATIONSHIP	% OF BENEFIT

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

<b>SIGNATURE</b>	<b>DATE</b>
<i>M. J. Godfrey</i>	02-07-2012

FORM 1

**Application for Membership**

To the Trustee of the Fund.

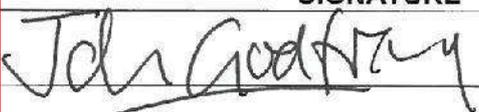
<b>FULL NAME</b>	JOHN PETER GODFREY	<b>TAX FILE No.</b>	
<b>ADDRESS</b>	31 Constellation Crescent, Bridgeman Downs, Queensland 4035		
<b>OCCUPATION</b>	Director	<b>DATE OF BIRTH</b>	16/5/1957

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

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

NAME	RELATIONSHIP	% OF BENEFIT

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

<b>SIGNATURE</b>	<b>DATE</b>
	02 July 2012



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

Fund name

GODFREY FAMILY SUPER FUND
---------------------------

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

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

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

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

### SOLE PURPOSE

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

### TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that retirement benefits are only accessed by members upon a legitimate condition of release being met
- not enter into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
  - the risks associated with the fund's investments
  - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
  - investment diversity and the fund's exposure to risk due to inadequate diversification
  - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

### Investment restrictions

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

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets reflects their market value).

### Accepting contributions and paying a benefit

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

### Administration

I understand that the trustees of the fund must:

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

### DECLARATION

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

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.

Trustee's or director's name

MAUREEN THERESE GODFREY

Trustee's or director's signature

*M. T. Godfrey*

Date

Day Month Year  
02 / 07 / 2012

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

Paul Howard

Witness' signature

*Paul Howard*

Date

Day Month Year  
02 / 07 / 2012

INDIVIDUALS

SMSF TRUSTEES

INSTRUCTIONS AND FORM

NAT 71089-06.2007

SEGMENT

AUDIENCE

FORMAT

PRODUCT ID



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

# Trustee declaration

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



Read this declaration in conjunction with *Self managed super funds – Key messages for trustees* (NAT 71128).

## WHO SHOULD COMPLETE THIS DECLARATION?

You must complete this declaration if you became, on or after 1 July 2007, a **new** trustee (or director of a corporate trustee) of:

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

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

 You do not have to complete this declaration if you were appointed as a trustee or director before 1 July 2007.

## INFORMATION YOU NEED TO READ

Make sure you read *Self managed super funds – Key messages for trustees* (NAT 71128). It highlights some of the key points from the declaration and some important messages for you.

## BEFORE COMPLETING THIS DECLARATION

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

- read each section of it, and
- understand all the information it contains.

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

- speak to a professional adviser
- visit our website at [www.ato.gov.au](http://www.ato.gov.au), or
- phone us on **13 10 20**.

If you're not familiar with some of the terms used in this declaration or you need more information, refer to *Self managed superannuation funds – Role and responsibilities of trustees* (NAT 11032).

## WHEN COMPLETING THIS DECLARATION

When you complete this declaration, remember to:

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

## WHAT SHOULD I DO WITH THE DECLARATION?

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

We recommend that you keep a copy of your completed declaration and *Self managed super funds – Key messages for trustees* (NAT 71128) and refer to them when making important decisions, such as those relating to investments, making contributions and paying a pension or lump sum.

 Do not send your completed declaration to us.



## Self managed super fund trustee declaration

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

Fund name


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

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

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

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

### SOLE PURPOSE

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

### TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter into any contract, or do anything, that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
  - the risks associated with the fund's investments
  - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
  - investment diversity and the fund's exposure to risk due to inadequate diversification, and
  - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities, and
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund, and
  - the members' benefit entitlements.

### Investment restrictions

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

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly including the provision of credit)
- acquiring assets (other than listed securities, business real property or managed funds) for the fund from members or associates or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund
- having more than 5% of the fund's total assets at any time of the year as loans to, or investments in, related parties of the fund (including trusts) and assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party (these assets are in-house assets), and
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis, ensuring that the purchase or sale price of the fund's assets reflect market value.

**Accepting contributions and paying a benefit**

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

**Administration**

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
  - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
  - records of all changes of trustees, including directors of the corporate trustee
  - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee, and
  - all trustee declarations
- ensure that the following are prepared and retained for at least 5 years
  - a statement of financial position
  - an operating statement, and
  - accounts and statements that correctly record and explain the transactions and financial position of the fund
- notify the Tax Office within 28 days of any changes in
  - trustees, directors of the corporate trustee or members of the fund
  - fund name
  - details of the contact person, contact phone and facsimile numbers, and
  - the postal address, registered address, or address for service of notices for the fund
- notify the Tax Office in writing as soon as practicable (not later than 28 days) after becoming aware that the fund has ceased to be a self managed superannuation fund or ceased to exist
- ensure that an approved auditor is appointed to audit the fund for each income year and provide that auditor with documents as requested, and
- lodge the fund's annual return by the due date.

**DECLARATION**

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

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and if I fail to do this, penalties may apply, and
- I may have to make this document available for inspection by a member of staff of the Tax Office and if I fail to do this, penalties may apply.

Trustee's or director's name

MAUREEN THERESE GODFREY

Trustee's or director's signature

*L. J. Gelf*

Date

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

Witness' name (witness must be over the age of 18 years)

JUPITH WALKER

Witness' signature

*Jwalker*

Date

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

# Trustee declaration

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



Read this declaration in conjunction with *Self-managed super funds – Key messages for trustees* (NAT 71128).



## WHO SHOULD COMPLETE THIS DECLARATION?

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

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

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

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

A legal personal representative who holds an enduring power of attorney granted by a member may become a trustee or a director of the corporate trustee of the SMSF in place of the member. If they do, they are also required to complete and sign this declaration.

## INFORMATION YOU NEED TO READ

Make sure you read *Self-managed super funds – Key messages for trustees* (NAT 71128). It highlights some of the key points from the declaration and some important messages for you.

## BEFORE COMPLETING THIS DECLARATION

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

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

- If you have any difficulties completing this declaration or you do not fully understand the information it contains:
- speak to a professional adviser
  - visit **[www.ato.gov.au](http://www.ato.gov.au)**
  - phone us on **13 10 20**.

If you're not familiar with some of the terms used in this declaration or you need more information, refer to *Running a self-managed super fund* (NAT 11032).

## WHEN COMPLETING THIS DECLARATION

When you complete this declaration, remember to:

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

## WHAT SHOULD I DO WITH THE DECLARATION?

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

We recommend that you keep a copy of your completed declaration and *Self-managed super funds – Key messages for trustees* (NAT 71128) and refer to them when making important decisions, such as those relating to investments, making contributions and paying a pension or lump sum.

⚠ Do not send your completed declaration to us.



# Self-managed super fund trustee declaration

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

Fund name

GODFREY FAMILY SUPER FUND

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

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

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

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

## SOLE PURPOSE

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

## TRUSTEE DUTIES

I understand that by law I must:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that retirement benefits are only accessed by members upon a legitimate condition of release being met
- not enter into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- prepare and implement an investment strategy that takes the whole of the fund's circumstances into account, which includes, but is not limited to
  - the risks associated with the fund's investments
  - the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
  - investment diversity and the fund's exposure to risk due to inadequate diversification
  - the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities
- allow all members of the fund to have access to information and documents as required, including details about
  - the financial situation of the fund
  - the investments of the fund
  - the members' benefit entitlements.

## Investment restrictions

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

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets reflects their market value).

## Accepting contributions and paying a benefit

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

## Administration

I understand that the trustees of the fund must:

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

## DECLARATION

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

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.

Trustee's or director's name

JOHN PETER GODFREY

Trustee's or director's signature



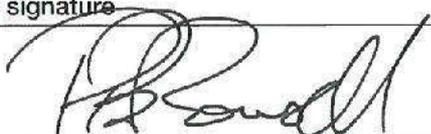
Date

Day: 15 / Month: 06 / Year: 2012

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

PETER ROWSELL

Witness' signature



Date

Day: 15 / Month: 06 / Year: 2012



**GODFREY FAMILY SUPER FUND  
2023-2024 FINANCIAL YEAR**

**INVESTMENT STRATEGY**

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## **1 Introduction**

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The crucial area of responsibility for a Trustee of a Self-Managed Superannuation fund ("SMSFs") is investment management of the fund. Under the Superannuation Laws (the *Superannuation Industry Supervision Act 1993 - SISA*) the Trustee of every SMSF is required to set an investment objective and in addition prepare and implement an investment strategy for the fund. The investment objective and strategy must reflect the purpose and circumstances of the particular super fund and have particular regard to:

- Investing in such a way as to maximise investment returns for retirement purposes for all members of the SMSF and in that regard consider the risk associated in holding the investment.
- Ensuring that there is appropriate diversification in investments and consideration of the benefits of investing across a number of different asset classes (for example shares, property, fixed interest, cash, etc);
- The ability of the super fund to pay benefits as well as other costs of the superannuation fund as they become due and payable which may include the repayment of principal and interest where the Trustee of the fund undertakes Limited Recourse Borrowing Arrangement.
- The necessity of the Trustee to consider the insurance needs and requirements of all members of the SMSF.

An appropriate investment strategy should set out the investment objectives of the super fund and detail the investment methods the Trustee of the fund may use to achieve those objectives. Trustees must ensure all investment decisions are made in accordance with the investment strategy and that they are in writing – *this is the law*. Trustee also needs to ensure that they prepare, implement and regularly review the SMSF'S investment strategy.

Investment Rules are one of the most important requirements of the SISA and breaches of this requirement can result in the Trustee being fined or sued for loss or damages. In addition, the super fund can lose its complying status.

Whilst Trustees are not prevented from engaging or authorising other persons to act on or to do certain things on their behalf (e.g. engaging the services of an investment adviser or financial planner), they are bound to retain control over the fund. Ultimate responsibility and accountability for running the fund in a prudent manner lies with the Trustees.

For more information go to the Australian Taxation Office (ATO) website.

## **2 Investment Strategy Guideline – The Commissioners View**

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The ATO has released important guidelines in relation to investment objectives and investment strategies for Trustees of an SMSF and their advisers. An investment strategy should set out the investment objectives of the fund and detail the investment methods the Trustees may adopt to achieve these objectives.

The key obligations raised by the ATO concerning the fund's investment objectives and investment strategy are as follows:

- The Trustees of an SMSF are solely responsible and directly accountable for the prudential management of their member's benefits. They can use an adviser but ultimately, it is the Trustee who retains responsibility;
- As part of this prudential responsibility, the Trustees of an SMSF are required to prepare and implement an investment strategy for the superannuation fund;
- The strategy must reflect the purpose and circumstances of the fund and have particular regard to the membership profile, benefit structure, tax position and liquidity requirements of the fund;

- An investment strategy should set out the investment objectives of the fund and detail the investment methods the Trustees may adopt to achieve those objectives;
- It is the Trustees duty to make, implement and document decisions about investing fund assets and to carefully monitor the performance of those assets;
- The Trustees must ensure all investment decisions are made in accordance with the investment strategy;
- The investment strategy must be regularly reviewed;
- Insurance must be considered for all members of the fund; and
- Breaches of the investment strategy requirement may result in the Trustees being fined or sued for loss or damages. In addition, the fund could lose its complying status.

#### **WHY AN INVESTMENT STRATEGY IS IMPORTANT**

Where the fund does not complete an investment strategy or the ATO is of the view that the purported investment strategy does not amount to an investment strategy at all then there may be a breach of SIS Reg 4.09.

The breach may result, as noted in the ATO guidelines, in the following:

- The Trustee being liable to a monetary fine; the Trustee being able to be sued for any loss or damage caused as a consequence of the Trustee making an investment not covered by an investment strategy;
- The Superannuation Laws provide a defence to Trustees against an action for loss or damage suffered as a result of the Trustee making an investment. This defence is available when the Trustee can show that the investment was made in accordance with an investment strategy formulated and implemented under the investment strategy rules. If there is no investment strategy then members of the fund may sue the Trustee for any loss or damage to their member benefits as a result of the Trustee making an investment not in accordance with the fund's investment strategy.
- The existence of a statutory defence allows Trustees to focus on the overall risks of the total investments, rather than the risk attached to each investment in isolation. This enables the Trustee to invest fund assets according to the investment strategy in what might, when considered in isolation, appear to represent a rather risky investment.

This emphasises the importance for Trustees to document their considerations and approaches to investment decision. An investment strategy must be reviewed regularly.

#### **3 Investment Restrictions for SMSF trustees**

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SMSFs are restricted in the investments they can make. These restrictions aim to protect superannuation fund members from being overly exposed to risk and aim to ensure that the assets of the fund may be available to provide retirement income rather than providing current day support. In accordance with SISA the Trustees may not:

- Lend money or give other financial assistance to a member or a relative of a member of the fund. The use of superannuation assets by a member or members relative for no cost or on a guarantee to secure a personal loan would be in breach of the investment restrictions [SISA S65(1)].
- Intentionally acquire an asset from a member or a relative of a member of the fund (related party) unless it meets the following criteria: [SISA S66]
  - The asset is business real property, or a listed security; and
  - Is acquired at market value;
  - The asset is an "in-house asset" which, after being acquired by the Trustees would not result in the level of "in-house assets" of the fund exceeding more than 5% of the superannuation fund assets.

- Borrow any funds, other than to overcome cash flow problems in the payment of benefits or surcharge liabilities. Any borrowings may be restricted to a period not exceeding 90 days and may not exceed 10% of the market value of the fund's total assets. [SISA section 67]. However, the trustee of the fund may borrow pursuant to a limited recourse loan arrangement under SISA sections 67A and 67B to acquire a single acquirable asset that is allowed to be acquired by the Trustee of the fund.
- Acquire any fund assets for amounts other than arm's length consideration. Investments must be made and maintained on a strict commercial basis and any related party arrangement must not favour the related party although in certain conditions it may favour the Trustee of the SMSF. The purchase and sale price of super fund assets and the income from the assets should duly reflect a true market rate [SISA section 109].
- Trustees should consider the costs associated with the asset (i.e.: insurance costs particularly where there is an SMSF Borrowing). Also, where a fund acquires an asset which is utilised by the member at no cost, a breach of the Sole Purpose Test may have occurred.

#### **4 The fund's Investment Guidelines**

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Trustees of SMSFs are responsible for determining investment strategies and selecting investments for each strategy consistent with the fund's investment objectives and more importantly the fund's purpose. The Trustee is responsible for monitoring on an ongoing basis whether investments remain consistent with investment strategies and remain appropriate for the fund. The Trustees are also responsible for periodically informing members of the fund's investment strategies and objectives. The Trustee of the fund may make and maintain an investment strategy for a single member of the fund or a specific superannuation interest in the fund such as a member's pension.

The governing rules of the fund allow the Trustee to invest in any or all (but not limited) to the following investment types:

##### **Cash Management Trust**

Prior to investing in any cash management trust, the Trustee should consider the rate of return and security of such investment against the expected rate of return offered by alternative investments to cash.

##### **Debenture/Mortgage Funds**

Prior to investing in any debenture/first or even second mortgage, the Trustee may consider the period of investment, the security offered, the accessibility of funds, the return, and likely interest rate movements. As there have been a number of failed debenture and mortgage funds in the past decade the Trustee should seek professional advice before investing in this type of asset class.

##### **Unit Trusts**

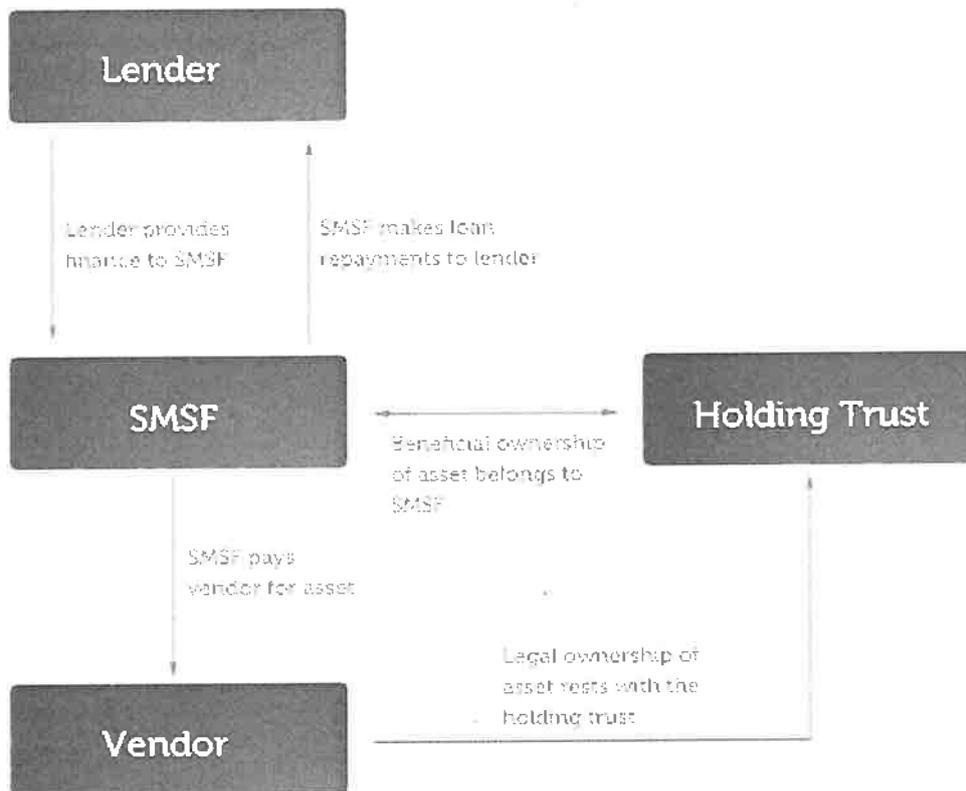
Prior to acquiring or disposing of any units in an unlisted unit trust the Trustee may:

- Obtain appropriate advice on whether the investment would constitute an impermissible in-house asset of the fund under SISA; and
- Obtain and consider valuations of all real and other property held by the unit trust to ensure the price of the units reflect true market value.

The Trustee may also ascertain the intentions of the Trustee of the unit trust in relation to borrowings (if any) and the use of the property as security.

### Limited Recourse Borrowing Arrangement – SMSF Borrowing

SMSFs can now borrow via a limited recourse loan arrangement pursuant to section 67A of SISA. This must be done with the following structure:



Prior to using a Holding Trust for the purposes of a limited recourse loan the Trustee of the fund is to secure appropriate borrowing from a bank, credit union or even a related party and at the same time ensure the arrangement meets the limited recourse lending rules under the Superannuation Laws, does not breach any other laws and that the underlying property to be acquired is one that can be acquired by the Trustee. It must be a single acquirable asset such as commercial property or residential property.

The trustee is to include the value of the attached liability for the purposes of this investment strategy either directly or as a net value of the single acquired asset subject to the limited recourse loan arrangement.

### Shares – Public Company

Prior to acquiring (or disposing) of any shares in public companies, the Trustee may consider the portfolio profile of the fund and the diversification of shareholding across different market sectors (industrial, retail, banking, mining and other sectors) with a view to attempting to obtain a reasonable diversification within the available assets. The Trustee may also consider advice in relation to expected capital growth and dividend income from the shareholding.

### Shares – Private Company

Prior to acquiring or disposing of any shares in non-associated proprietary companies, the Trustee may obtain a valuation to satisfy itself that the price of the shares reflects true market values and constitute a prudent investment/disposal.

The Trustee may also consider the saleability, security and dividend return of the shares and may ensure that the acquisition is not an in-house asset beyond acceptable limits.

#### **Direct Property**

Prior to acquiring or disposing of any property to be held directly by the fund both within and outside Australia, the Trustee may obtain and consider property and rental valuations to satisfy the Trustee that the price of the property reflects the true market value and constitutes a prudent investment/disposal on an arm's length basis.

In obtaining a tenant (if any) for any property held by the fund, the Trustee may only enter into a lease with a fund member-, employer sponsor or their SISA Part 8 Associates where to do so would not constitute an impermissible in-house asset of the fund under SISA and provided that a written lease agreement is made, and the transaction is entered into on an arm's length basis with regular rental reviews. The Trustee should seek legal advice where a lease to a related party is contemplated.

In determining the proportion of fund assets to be invested directly in property, the Trustee may consider the liability profile and liquidity requirements of the fund.

#### **Agribusiness Investment**

Prior to investing in Agribusiness, the Trustee should consider the profile of the fund and seek expert advice on the appropriateness of the investment. Trustees should consider the protection, performance, risk and return (capital growth, liquidity and potential income) before acquiring investments in agribusiness. The Trustee should also consider the costs associated with the asset such as ongoing rent and maintenance and insurance costs.

#### **Derivatives**

Prior to investing in derivatives, the Trustee should have in place appropriate policies for their use, adequate controls on the use of derivatives and adequate checks on compliance with those controls.

For a derivative transaction to be allowed on existing investments, the Trustee must have prepared a Derivatives Risk Statement and only be entering into such a transaction for the purposes of:

- hedging against risk, not for speculation and;
- ensuring that the fund is not exposed to an asset class outside the limits set out in the investment strategy.

#### **In-House Assets and Acquisition Restrictions**

An in-house asset is where the Trustee of the fund invests, lends money or otherwise permits a related party of the fund to use an asset of the fund. Although an in-house investment is not directly prohibited – excluding loans to members or their relatives, there is a 5% limit on the amount of in-house assets an SMSF can hold.

The Trustee must not acquire an asset contrary to the restrictions contained in SISA with respect to fund members, employer sponsors or their Part 8 associates under SISA.

If in any doubt about the validity of an investment decision, the Trustee should seek professional advice or contact the ATO for assistance.

## **5 The Fund's Valuation Requirements**

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SIS Regulation 8.02B requires that when preparing accounts and statements required by subsection 35B(1) of the SISA, an asset must be valued at its market value. The term 'market value' takes the same meaning as provided in subsection 10(1) of the SISA, that is, the amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

- that the buyer and seller dealt with each other at arm's length in relation to the sale;
- that the sale occurred after proper marketing of the asset; and
- that the buyer and seller acted knowledgeably and prudentially in relation to the sale.

## **6 Insurances in the Fund**

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As noted previously the SISR has been changed to include a requirement for Trustees of the fund to investigate whether the trustees of the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund. In that regard the Explanatory Memorandum to the Regulation changes provides that:

"Regulation 4.09 requires trustees to formulate, regularly review and give effect to an investment strategy having regard to the whole circumstances of the fund. One circumstance SMSF trustees must have regard to is whether the trustees should hold insurance for their members, such as life insurance.

The Super System Review panel noted that less than 13 percent of SMSFs have insurance and that SMSF members were more likely to hold appropriate levels of insurance, or be able to hold insurance outside their superannuation, than members of other superannuation funds. In making its recommendation, the panel wanted to ensure that trustees consider holding insurance for SMSF members.

Trustees of SMSFs are expected to be self-reliant in determining the type and level of insurance cover members might require whether within or outside their SMSF. In meeting this requirement, trustees should have regard to the personal circumstances of their members and other legislative requirements such as the sole purpose test in section 62 SISA. Trustees may evidence this requirement by documenting decisions in the fund's investment strategy or minutes of trustee meetings that are held during the income year."

## **7 Investment Policy Statement**

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The SISA places certain duties, responsibilities and restrictions on Trustees when making investment decisions. They aim to protect and increase the member benefits for retirement, transition to retirement income stream and estate planning purposes. All investments must be made in accordance with the investment strategy.

### **A. Details of the fund**

- The Godfrey Family Super Fund
- The trustees of the fund are Maureen Therese Godfrey and John Peter Godfrey

The fund has been established to provide retirement benefits for the members of the fund. Membership of the fund is voluntary, and upon joining, members are required to provide certain minimum information to the Trustees. The fund is maintained as an SMSF under SISA and regulated by the ATO.

### **A.1 Members**

The Members of The Godfrey Family Super Fund are:

Name of Member	Date of Birth
Maureen Therese Godfrey	09/06/1958
John Peter Godfrey	16/05/1957

## **A.2 Benefits**

The current intention is to pay one or more benefits before or at retirement of the member provided the Superannuation Laws allow including the payment of:

- A lump sum
- An Accounts Based Pension
- A Transition to Retirement Income Stream, or
- Such other superannuation benefits as the Superannuation Laws allow.

The Trustee may invest fund assets having regard to the need to realise the investments at the members' dates of retirement, age preservation age, 60 (or such later date as the member nominates in accordance with the rules governing the payment of benefits from complying superannuation funds) or in the event of disability – whether permanent or temporary or upon the death of a member of the fund.

## **B. Investment Objective of the fund**

The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISA and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward.

## **C. Asset Management Strategy**

In order to give effect to the investment objective of the fund, the Trustee may have regard to the investment principles outlined in the fund Rules in the implementation of its strategy and the actual making of its investments.

The Trustee must also satisfy that the proposed investment:

- Is permitted by the Trust Deed
- Complies with the law
- Is within the asset allocation of the adopted investment strategy

The Trustee may generally accept the following investments provided they comply with the investment strategy:

- Private or closely held unit trusts
- Private or unlisted companies
- Private business premises
- Domestic and international residential and commercial property
- Domestic companies listed on other exchanges
- Listed International securities
- Limited - Collectables, including art, coins, antiques
- Agribusiness investments

- Derivatives with limited investment risk

**The Trustee may not accept these investments unless authorised by the Regulator:**

- Family home
- Any mortgage where the family home is security
- Derivatives that have unlimited investment risk unless a Risk Management Strategy has been put in place by the Trustee
- In-house assets exceeding more than 5% of the superannuation fund's assets
- Assets not considered at arm's length or on a strictly commercial basis

#### **D. Asset Class**

It was resolved that the fund may also be permitted to invest in any or all of (but not limited to) the following investment types:

##### **D.1 Investment Type**

- Cash
- Property – both commercial and residential
- Australian Shares – both listed and unlisted shares
- International Shares – both listed and unlisted shares
- Australian Fixed Interest
- International Fixed Interest
- Mortgages
- Other

It was resolved that investments may be made directly or indirectly via unit trusts, instalment warrants, holding trusts or other vehicles as permitted under relevant statutes and regulations that may be deemed suitable by the Trustees.

Given the Trustees desire to maintain the flexibility of the fund, the Trustee has reserved the right to alter the investment mix of the fund at any time, in the manner they believe is the best at that time for the purpose of achieving the fund's objectives. The Trustees reserve the right to invest in any asset class not covered in the tables above.

##### **D.2 Investment Risk and Return**

It has been noted and accepted by the Trustees that growth assets such as Australian and International shares and property present greater potential risk and volatility than cash and fixed interest investments.

The Trustees recognise that the taxation benefits associated with the use of growth assets such as Australian and International shares and property may assist in achieving the fund's investment objectives. If the Trustee of the fund enters into a limited recourse loan or other borrowing arrangements in respect of the acquisition of a fund asset, then return may be enhanced however any market risk on the downside may be magnified. The Trustees of the fund are authorised to borrow and will take into account the benefits of leverage in their risk/return profile for the fund's investments.

#### **E. Investment Management and Review**

To monitor the success of the investment policy in achieving the investment objective, the Trustee may take the following action:

- a) compare the investment performance of the fund against a specific index;

- b) compare investment returns against cash rates available over a 12-month period.

The fund's investment strategy is to be reviewed at least annually to ensure that it remains appropriate to the objectives and circumstances of the fund and its member(s). The Trustee undertakes to communicate with the members should they feel that any change in strategy should be contemplated in order to better achieve the fund objective.

#### **F. Investment Strategy**

In order to achieve the investment objective of the fund, the Trustee wishes to adopt and pursue the strategy set out hereunder. The Trustee reserves the right to implement more than one strategy as it sees fit, and to offer separate strategies to members and even for member superannuation interests. The Trustee also reserves the right to implement separate and different action plans in the acquisition and disposal of assets pursuant to this strategy.

The Trustee may consider the implementation of this objective through a single asset strategy where it considers it to be appropriate, provided all other investment strategy criteria are met.

##### **F.1 Detailed Investment Strategy**

The investment strategy detailed below is a plan for making, holding and realising the assets of the fund to meet the specific objective of the Trustee of the fund as outlined above. It focuses on key parameters relating to making an investment in the fund with the purpose of maximising member's retirement balances or income streams.

##### **F.2 Portfolio Allocation**

In order to meet the investment objective of the fund the Trustee has determined The Godfrey Family Super Fund shall broadly be invested in the following asset classes and managed around the following ranges:

<b>Asset Class</b>	<b>Asset Allocation Range (%)</b>
Australian Shares	70-100
International Shares	0-20
Property	0-20
Cash	0-20
Other(Other)	0-20

##### **F.3 Portfolio Diversification**

In considering the degree of diversification appropriate to the fund, the Trustee has taken into account the following:

- a) the existing assets of the fund;
- b) the existing assets of the family other than assets held in the fund;
- c) its access to expert investment advice;
- d) the existing and projected membership and assets of the fund; and

- e) the current and expected future liabilities, cash flows and liquidity requirements of the fund

The Trustee is satisfied that the likely return and the potential gains to members retirement benefits from any inadequate diversification of its investments, including any geographical concentration of investments, outweigh the risks associated with the lack of diversification

#### **F.4 Liabilities**

The fund will need to have adequate funds held in cash/fixed interest to meet short term liabilities including insurance premiums, pension payments, lumpsum payments, tax liabilities, annual return fees, accounting fees, audit fees and other operational expenses of the fund. Further monies may be retained from time to time in cash/fixed interest in order to take advantage of investment opportunities as they arise. The Trustees of the fund are of the opinion that the investment strategy is structured in such a manner that the fund is sufficiently liquid to discharge its current and future liabilities.

Where the Trustee of the fund has undertaken a limited recourse lending arrangement the Trustee will need to ensure that it maintains cash flow to cover any interest and principal repayments, insurance premiums and other expenses associated with the arrangement.

#### **F.5 Cash Flow and Liquidity**

Cash flow requirements for the fund depend on the payment of expenses, pensions, insurance premiums and any loan repayments and it is the Trustee's intention to hold enough cash on hand to ensure these and other cash payments are made.

#### **F.6 Fund Demographics**

The Trustee has implemented its strategy taking into account the dates of retirement of the members of the fund. It has also taken into account the expressed intention of the members to receive their benefits as a lump sum / account-based pensions upon retirement.

#### **F.7 Performance Monitoring**

To monitor the success of the investment strategy in achieving the investment objectives, the Trustee may take the following action:

- compare investment returns against cash rates and CPI available over a 12-month period or a specific investment index; and
- may review this strategy on an annual basis or on such other basis as it believes appropriate.

#### **F.8 Benchmarks**

The Trustee may measure its success criteria against certain benchmarks and indices although there is no requirement to do so. The nominated benchmarks for performance may be as follows:

- a) Australian shares - all ordinaries accumulation index;
- b) Liquid assets - average cash management trusts;
- c) Australian fixed trusts - commonwealth all series, all maturities and accumulation index;
- d) Property trusts - average of composite property accumulation index;
- e) Such loans as may not be prohibited by SIS, and whether or not the loan may also count as an in-house asset of the fund - average rate for comparable loans from major banks;

- f) Such leases of fund property as may be permitted by SISA, and whether or not the lease may also count as an in-house asset of the fund – at a commercial rate obtained by the Trustee from a qualified source;
- g) Such acquisitions of assets as may not be prohibited by SISA, and whether or not the acquisition may also count as an in-house asset of the fund - for a commercial price reflected in comparable markets.
- h) Moses/Myer index for Investment Grade Artwork
- i) A residential property index in the area where the Trustee invests.

#### **F.9 Insurance**

As was noted and emphasised earlier in this investment strategy – insurances play an important role in protecting the fund's and a member's superannuation benefits. Superannuation law requires trustees to formulate, regularly review and have regard to whether the trustees should hold insurance for their members, such as life insurance.

The Trustees of the fund have reviewed the member's superannuation benefits, their family and other circumstances and have decided to implement the following insurance strategy for the fund:

The Trustee of the fund has been made aware of the insurances of its members outside the fund and in some cases other superannuation funds and has decided not to hold any insurance on behalf of its members until circumstances change.

## Resolution of the Trustee of The Godfrey Family Super Fund

**Date:** 2.6.2023  
**Present:** Maureen Therese Godfrey and John Peter Godfrey  
**Held:** 31 Constellation Crescent, Bridgeman Downs, QLD 4035

The Trustee of the above fund DO HEREBY RESOLVE as follows:

### ADOPTION OF INVESTMENT POLICY STATEMENT, OBJECTIVE AND STRATEGY

It is noted that the Trustees have formulated investment objectives for the fund and an investment strategy to achieve those objectives, (the investment objectives and investment strategy together as attached) having regard to the whole of the circumstances of the fund, including:

- (i) the risk involved in making, holding and realising, and the likely return from the entity's investments having regard to its objectives and its expected cash flow requirements;
  - (ii) the composition of the entity's investments as a whole including the extent to which the investments are diverse or involve the entity in being exposed to risks from inadequate diversification;
  - (iii) the liquidity of the entity's investments having regard to its expected cash flow requirements;
- the ability of the entity to discharge its existing and prospective liabilities;
  - the fund profile;
  - anticipated future contributions;
  - past investment performance; and
  - the current investment portfolio and asset mix,

The Trustee resolved to adopt the investment objectives of the fund being "The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISA and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward" and adopt and implement the investment strategy herein.

**Executed by:**

**The Trustee**

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Signed by Maureen Therese Godfrey and John Peter Godfrey:



Maureen Therese Godfrey  
Trustee

Dated: 02/06/2023



John Peter Godfrey  
Trustee

Dated: 2ND JUNE 2023

## Resolution of the Trustee of The Godfrey Family Super Fund

**Date:**

**Present:**

Maureen Therese Godfrey and John Peter Godfrey

**Held:**

31 Constellation Crescent, Bridgeman Downs, QLD 4035

The Trustee of the above fund DO HEREBY RESOLVE as follows:

### ADOPTION OF INVESTMENT POLICY STATEMENT, OBJECTIVE AND STRATEGY

It is noted that the Trustees have formulated investment objectives for the fund and an investment strategy to achieve those objectives, (the investment objectives and investment strategy together as attached) having regard to the whole of the circumstances of the fund, including:

- (i) the risk involved in making, holding and realising, and the likely return from the entity's investments having regard to its objectives and its expected cash flow requirements;
  - (ii) the composition of the entity's investments as a whole including the extent to which the investments are diverse or involve the entity in being exposed to risks from inadequate diversification;
  - (iii) the liquidity of the entity's investments having regard to its expected cash flow requirements;
- the ability of the entity to discharge its existing and prospective liabilities;
  - the fund profile;
  - anticipated future contributions;
  - past investment performance; and
  - the current investment portfolio and asset mix,

The Trustee resolved to adopt the investment objectives of the fund being "The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISA and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward" and adopt and implement the investment strategy herein.

**Executed by:**

**The Trustee**

Signed by Maureen Therese Godfrey and John Peter Godfrey:



Maureen Therese Godfrey  
Trustee

Dated:

02/06/2023



John Peter Godfrey  
Trustee

Dated:

2<sup>ND</sup> JUNE 2023

**Subject Matter:** Commencement of a Non-Commutable Account Based Pension

**Member Name:** Godfrey, John (the 'Member')

**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence a Non-Commutable Account Based Pension.

I would like the Non-Commutable Account Based Pension to commence on 01/07/2014.

I would like to finance the Non-Commutable Account Based Pension with \$1,354,539 standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, Maureen.

My date of birth is 16/05/1957.

My Tax File Number is 391007968.

I would like for my pension to be paid periodically.

*John Godfrey*

SIGN HERE

Godfrey, John

Pension Start Date 01/07/2014

Pension Purchase Price \$1,354,539

Godfrey, John

(the 'Member')

Godfrey Family Super Fund

(the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence a Non-Commutable Account Based Pension.

This pension will operate in accordance with SIS Regulations 1.06 (9A) and 6.01 (b) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Non-Commutable Account Based Pension. The Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies meet the allowable cashing preservation requirements stipulated for a Non-Commutable Account Based Pension.
2. Note that you have attained preservation age.
3. Note that the Non-Commutable Account Based Pension cannot be commuted and cashed unless the purpose of the commutation is:
  - (i) to cash an unrestricted non-preserved benefit; or
  - (ii) to pay a superannuation contributions surcharge; or
  - (iii) to give effect to an entitlement of a non-member spouse under a payment split;
  - (iv) to ensure that a payment may be made for the purpose of giving effect to a release authority under: section 292-415 of the Income Tax Assessment Act 1997, or section 292-80C of the Income Tax (Transitional Provisions) Act 1997;

or, before commutation, you have satisfied a condition of release in respect of which the cashing restriction for your preserved and restricted non-preserved benefits is 'Nil'.

4. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
5. Calculate the annual pension payments in accordance with the relevant formula pertaining to a Non-Commutable Account Based Pension.
6. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.

Pension Start Date 01/07/2014

Pension Purchase Price \$1,354,539

7. Provide the member with a return notification to confirm the various details of the pension.
8. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from your balance in the Fund.
9. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
10. Register as a Group Employer (if required), and deduct any PAYG Withholding tax (as applicable) having regard to the TFN and PAYG Withholding declarations you made.

*John Godfrey*

**SIGN HERE**

Godfrey, John

**Held At:**

31 Constellation Crescent  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2014

**Present:**

Godfrey, John

(the 'Member');

Godfrey, Maureen

**Chairperson:**

Godfrey, John

was appointed Chairperson

of the meeting.

**Receipt of Non-Commutable Account Based Pension Commencement Notification:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence a Non-Commutable Account Based Pension.

**IT WAS NOTED** that the Non-Commutable Account Based Pension will:

(i) commence on 01/07/2014

(ii) be financed with \$1,354,539

**Pension Requirements:**

**IT WAS NOTED** that the Trustee(s) may offer a Non-Commutable Account Based Pension pursuant to the Fund's trust deed and Regulation 1.06 (9A) and 6.01 (b) of the Superannuation Industry (Supervision) Regulations 1994 (SIS Regulations).

**Pension Implementation Procedures:**

**IT WAS AGREED** that any Non-Commutable Account Based Pension is to be paid in accordance with the Fund's trust deed and the relevant governing rules. The pension will operate in accordance with SIS Regulation 6.01 (b) and 1.06(9A).

The Trustee(s) have decided to adopt the below procedure.

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Non-Commutable Account Based Pension, ensuring that those monies meet the allowable cashing preservation requirements for a Non-Commutable Account Based Pension.
2. Note that the Member has attained preservation age.
3. Note that total allowable payments (including payments made under a payment split) cannot exceed more than 10% of the pension account balance at the date specified in regulation 6.01 (b) of SISR.
4. Note that the Non-Commutable Account Based Pension cannot be commuted and cashed unless the purpose of the commutation is:
  - (iii) to cash an unrestricted non-preserved benefit; or
  - (iv) to pay a superannuation contributions surcharge; or
  - (v) to give effect to an entitlement of a non-member spouse under a payment split;
  - (vi) to ensure that a payment may be made for the purpose of giving effect to a release authority under: section 292-415 of the Income Tax Assessment Act 1997, or section 292-80C of the Income Tax (Transitional Provisions) Act 1997;or, before commutation, the Member has satisfied a condition of release in respect of which the cashing restriction for his / her preserved and restricted non-preserved benefits is 'Nil'.
5. Provide the Member with a return notification to confirm the various details of the Non-Commutable Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
6. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
7. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
8. Commence to pay the pension in amounts determined with reference to the minimum and maximum limits and with the frequency requested by the Member.
9. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

Pension Start Date 01/07/2014

Pension Purchase Price \$1,354,539

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Non-Commutable Account Based Pension.

**ATO Documentation  
Required to Effect  
Pension Commencement:**

**IT WAS NOTED** that the Trustee(s) are authorised to attend to the completion of the following paperwork and **RESOLVED TO:**

1. Register the Trustee(s) as a Group Employer for the purposes of deducting PAYG Withholding tax from the pension (as applicable).
2. Deduct PAYG Withholding tax from the pension (as applicable) on the basis of the TFN Declaration form received from the Member.
3. Attend to any other matters relevant to the payment of the pension as and when the need arises, including the preparation of calculations and documentation.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**



**SIGN HERE**

---

Godfrey, John  
Chairperson

Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence a Non-Commutable Account Based Pension.

In accordance with your instructions \$1,354,539, standing to the credit of your Member's account in the Fund, will finance the Non-Commutable Account Based Pension.

The Trustee(s) have reviewed your benefits and the Fund's Deed and confirm that a Non-Commutable Account Based Pension is available to be paid to you. In order to commence the Non-Commutable Account Based Pension we need you to confirm the following information as soon as possible:

1. **Commencement Date of Pension:** 01/07/2014. The commencement date of the Non-Commutable Account Based Pension is in accordance with your instructions to the Trustee(s).
2. **Proposed Pension Payment:** In accordance with the superannuation rules and regulations you must take at least one pension payment per year and this must be between the minimum and maximum limits for your age. The minimum and maximum limits are noted below.

**Minimum:** \$54,180

**Maximum:** \$135,453

3. **Tax Free Proportion:** Based on your pension commencement components your tax free proportion, being the tax free return of capital component of your Non-Commutable Account Based Pension, is noted below:

**Tax Free Proportion:** 42.36%

4. **Frequency of Pension Payments:** periodically. The payment frequency of the Non-Commutable Account Based Pension is in accordance with your instructions to the Trustee(s).
5. **Commutability:** Your pension is only commutable in accordance with the conditions described in the pension procedure that the Trustee(s) provided in a prior notification.

Pension Start Date: 01/07/2014

Pension Purchase Price: \$1,354,539

6. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms (where applicable) must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

*John Godfrey*

SIGN HERE

Godfrey, John

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration form and the Withholding Declaration form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

*John Godfrey*

SIGN HERE

Godfrey, John

**Held At:**

31 Constellation Crescent  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2014

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen ;

**Chairperson:**

Godfrey, John was appointed Chairperson of the meeting.

**Pension Purchase Price:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence a Non-Commutable Account Based Pension.

**IT WAS NOTED** that the Non-Commutable Account Based Pension will:

1. commence on 01/07/2014
2. be financed with \$1,354,539

**Account Balance Components:**

**IT WAS NOTED** that the following amounts are held in the Fund attributable to the Member:

Taxable:	\$780,810
Tax Free:	\$573,729
Total:	\$1,354,539

**Preservation Status of Account Balance:**

**IT WAS NOTED** that the following amounts held in the Fund attributable to the Member have the following preservation status:

Preserved Component:	\$1,332,561
Restricted Component:	\$0
Unrestricted Non-Preserved:	\$21,978

**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has attained preservation age and there are sufficient monies in the Member's account with which to commence the Non-Commutable Account Based Pension.

**Pension Components:**

**IT WAS RESOLVED** that \$1,354,539 of the Member's balance will be required to support the Non-Commutable Account Based Pension. This amount comprises the following components:

Taxable: \$780,810

Tax Free: \$573,729

**Tax Free Proportion:**

**IT WAS NOTED** that the Non-Commutable Account Based Pension will have a tax free proportion:

The Tax Free Proportion is 42.36%

**Minimum & Maximum  
Drawdown:**

**IT WAS NOTED** that the Non-Commutable Account Based Pension is subject to a minimum and maximum payment.

The Minimum Payment is \$54,180

The Maximum Payment is \$135,453

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**



**SIGN HERE**

Godfrey, John  
Chairperson

**Subject Matter:** Commencement of an Account Based Pension

**Member Name:** Godfrey, John (the 'Member')

**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence an Account Based Pension.

I would like the Account Based Pension to commence on 16/12/2019.

I would like to finance the Account Based Pension with \$7,940 standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, Maureen.

My reversionary beneficiary's date of birth is 09/06/1958.

My date of birth is 16/05/1957.

My Tax File Number is Provided.

I permanently retired on 26/07/2016. **DATE HERE**

I would like for my pension to be paid periodically.

*John Godfrey*

**SIGN HERE**

Godfrey, John

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

16/12/2019

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen ;

**Chairperson:**

Godfrey, John was appointed Chairperson  
of the meeting.

**Pension Purchase Price:**

**IT WAS NOTED** that a notification has been received from  
the Member seeking to commence an Account Based  
Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 16/12/2019
2. be financed with \$7,940

**Account Balance  
Components:**

**IT WAS NOTED** that the following amounts are held in the  
Fund attributable to the Member:

Taxable:	\$7,940
Tax Free:	\$0
Total:	\$7,940

**Preservation Status of  
Account Balance:**

**IT WAS NOTED** that the following amounts held in the  
Fund attributable to the Member have the following  
preservation status:

Preserved Component:	\$0
Restricted Component:	\$0
Unrestricted Non-Preserved:	\$7,940

Pension Start Date 16/12/2019

Pension Purchase Price \$7,940

**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has met a condition of release and there are sufficient monies in the Member's account with which to commence the desired pension.

**Pension Components:**

**IT WAS RESOLVED** that \$7,940 of the Member's balance will be required to support the Account Based Pension. This amount comprises the following components:

Taxable: \$7,940  
Tax Free: \$0

**Tax Free Proportion:**

**IT WAS NOTED** that the Account Based Pension will have a tax free proportion:

The Tax Free Proportion is 0.00%

**Minimum Drawdown:**

**IT WAS NOTED** that the Account Based Pension is subject to a minimum payment.

The Minimum Payment is \$90

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**



SIGN HERE

Godfrey, John  
Chairperson

6. **Frequency of Pension Payments:** periodically. The payment frequency of the Account Based Pension is in accordance with your instructions to the Trustee(s).
7. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration Form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.



SIGN HERE

Godfrey, John

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.



SIGN HERE

Godfrey, John

Pension Start Date 16/12/2019

Pension Purchase Price \$7,940

Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

In accordance with your instructions \$7,940, standing to the credit of your Member's account in the Fund, will finance the Account Based Pension.

The Trustee(s) have reviewed your benefits and the Fund's Deed and confirm that the Pension is available to be paid to you. In order to commence the pension we need you to confirm the following information as soon as possible:

- 1. Commencement Date of Pension:** 16/12/2019. The commencement date of the Account Based Pension is in accordance with your instructions to the Trustee(s).
- 2. Proposed Pension Payment:** In accordance with the superannuation rules and regulations you must take at least one pension payment per year and this must be no less than the minimum payment for your age. The minimum payment is noted below.  
**Minimum:** \$90
- 3. Payments in excess of the Minimum:** In accordance with the superannuation rules and regulations you may draw an amount in excess of the minimum amount detailed above. Should you draw in excess of the minimum amount you may elect for the payment to be treated as an Eligible Termination Payment or Pension Payment.
- 4. Tax Free Proportion:** Based on your pension commencement components your tax free proportion, being the tax free return of capital component of your Account Based Pension, is noted below:

**Tax Free Proportion:** 0.00%

- 5. Reversionary Beneficiary:** This pension reverts on death.

Pension Start Date 16/12/2019

Pension Purchase Price \$7,940

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Account Based Pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Provide the Member with a return notification to confirm the various details of the Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
3. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
4. Commence to pay the pension in amounts determined with reference to the minimum limits imposed by the relevant rules and regulations.
5. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Account Based Pension.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**



**SIGN HERE**

Godfrey, John  
Chairperson

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

16/12/2019

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen;

**Chairperson:**

Godfrey, John was appointed Chairperson  
of the meeting.

**Receipt of Account Based  
Pension Commencement  
Notification:**

**IT WAS NOTED** that a notification has been received from  
the Member seeking to commence an Account Based  
Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 16/12/2019
2. be financed with \$7,940

**Pension Requirements:**

**IT WAS NOTED** that the Trustee(s) may offer an Account  
Based Pension pursuant to the Rules of the Fund's Trust  
Deed and Regulation 1.06 (9A) of the Superannuation  
Industry (Supervision) Regulations 1994 (SIS Regulations).

**Pension Implementation  
Procedures:**

**IT WAS AGREED** that any Account Based Pension is to be  
paid in accordance with the relevant rule(s) of the Fund's  
Trust Deed and the relevant governing rules. The pension  
will operate in accordance with SIS Regulation 1.06(9A).

The Trustee(s) note that the rules of the Fund are silent in  
respect of Account Based Pension procedures and thus the  
Trustee(s) decided to adopt the following:

Pension Start Date 16/12/2019

Pension Purchase Price \$7,940

\_\_\_\_\_  
Godfrey, John (the 'Member')

\_\_\_\_\_  
Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

This pension will operate in accordance with SIS Regulation 1.06(9A) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Account Based Pension. As the trust deed is silent in respect of a specific pension process, the Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
3. Calculate the annual pension payment in accordance with the relevant formula pertaining to an Account Based Pension.
4. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.
5. Provide the member with a return notification to confirm the various details of the pension.
6. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from the member's balance in the Fund.
7. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
8. Register as a Group Employer (if required), and deduct any PAYG Withholding Tax (as applicable) having regard to the TFN and PAYG Withholding Declarations made by the member.



\_\_\_\_\_  
Godfrey, John

SIGN HERE

Pension Start Date 18/12/2019

Pension Purchase Price \$7,940

**Subject Matter:** Commencement of an Account Based Pension  
**Member Name:** Godfrey, John (the 'Member')  
**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence an Account Based Pension.

I would like the Account Based Pension to commence on 01/07/2020.

I would like to finance the Account Based Pension with \$852,533 standing to the credit of my member account in the Fund.

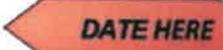
In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, Maureen.

My reversionary beneficiary's date of birth is 09/06/1958.

My date of birth is 16/05/1957.

My Tax File Number is 391 007 968.

I permanently retired on 26/07/2016. 

I would like for my pension to be paid periodically.

x  

Godfrey, John

Pension Start Date 01/07/2020

Pension Purchase Price \$852,533

\_\_\_\_\_  
Godfrey, John (the 'Member')

\_\_\_\_\_  
Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

This pension will operate in accordance with SIS Regulation 1.06(9A) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Account Based Pension. As the trust deed is silent in respect of a specific pension process, the Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
3. Calculate the annual pension payment in accordance with the relevant formula pertaining to an Account Based Pension.
4. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.
5. Provide the member with a return notification to confirm the various details of the pension.
6. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from the member's balance in the Fund.
7. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
8. Register as a Group Employer (if required), and deduct any PAYG Withholding Tax (as applicable) having regard to the TFN and PAYG Withholding Declarations made by the member.

x 

\_\_\_\_\_  
Godfrey, John

 SIGN HERE

Pension Start Date 01/07/2020

Pension Purchase Price \$852,533

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2020

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen ;

**Chairperson:**

Godfrey, John was appointed Chairperson of the meeting.

**Receipt of Account Based Pension Commencement Notification:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence an Account Based Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 01/07/2020
2. be financed with \$852,533

**Pension Requirements:**

**IT WAS NOTED** that the Trustee(s) may offer an Account Based Pension pursuant to the Rules of the Fund's Trust Deed and Regulation 1.06 (9A) of the Superannuation Industry (Supervision) Regulations 1994 (SIS Regulations).

**Pension Implementation Procedures:**

**IT WAS AGREED** that any Account Based Pension is to be paid in accordance with the relevant rule(s) of the Fund's Trust Deed and the relevant governing rules. The pension will operate in accordance with SIS Regulation 1.06(9A).

The Trustee(s) note that the rules of the Fund are silent in respect of Account Based Pension procedures and thus the Trustee(s) decided to adopt the following:

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Account Based Pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Provide the Member with a return notification to confirm the various details of the Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
3. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
4. Commence to pay the pension in amounts determined with reference to the minimum limits imposed by the relevant rules and regulations.
5. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Account Based Pension.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

Godfrey, John  
Chairperson

Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

In accordance with your instructions \$852,533, standing to the credit of your Member's account in the Fund, will finance the Account Based Pension.

The Trustee(s) have reviewed your benefits and the Fund's Deed and confirm that the Pension is available to be paid to you. In order to commence the pension we need you to confirm the following information as soon as possible:

- 1. Commencement Date of Pension:** 01/07/2020. The commencement date of the Account Based Pension is in accordance with your instructions to the Trustee(s).
- 2. Proposed Pension Payment:** In accordance with the superannuation rules and regulations you must take at least one pension payment per year and this must be no less than the minimum payment for your age. The minimum payment is noted below.  
**Minimum:** \$17,050.
- 3. Payments in excess of the Minimum:** In accordance with the superannuation rules and regulations you may draw an amount in excess of the minimum amount detailed above. Should you draw in excess of the minimum amount you may elect for the payment to be treated as an Eligible Termination Payment or Pension Payment.
- 4. Tax Free Proportion:** Based on your pension commencement components your tax free proportion, being the tax free return of capital component of your Account Based Pension, is noted below:  
**Tax Free Proportion:** 100.00%.
- 5. Reversionary Beneficiary:** This pension reverts on death.

Pension Start Date 01/07/2020

Pension Purchase Price \$852,533

6. **Frequency of Pension Payments:** periodically. The payment frequency of the Account Based Pension is in accordance with your instructions to the Trustee(s).

7. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration Form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

John Godfrey

SIGN HERE

Godfrey, John

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

John Godfrey

SIGN HERE

Godfrey, John

Pension Start Date 01/07/2020

Pension Purchase Price \$852,533

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2020

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen ;

**Chairperson:**

Godfrey, John was appointed Chairperson of the meeting.

**Pension Purchase Price:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence an Account Based Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 01/07/2020
2. be financed with \$852,533

**Account Balance Components:**

**IT WAS NOTED** that the following amounts are held in the Fund attributable to the Member:

Taxable:	\$0
Tax Free:	\$852,533
Total:	\$852,533

**Preservation Status of Account Balance:**

**IT WAS NOTED** that the following amounts held in the Fund attributable to the Member have the following preservation status:

Preserved Component:	\$0
Restricted Component:	\$0
Unrestricted Non-Preserved:	\$852,533

**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has met a condition of release and there are sufficient monies in the Member's account with which to commence the desired pension.

**Pension Components:**

**IT WAS RESOLVED** that \$852,533 of the Member's balance will be required to support the Account Based Pension. This amount comprises the following components:

Taxable: \$0  
Tax Free: \$852,533

**Tax Free Proportion:**

**IT WAS NOTED** that the Account Based Pension will have a tax free proportion:

The Tax Free Proportion is 100.00%.

**Minimum Drawdown:**

**IT WAS NOTED** that the Account Based Pension is subject to a minimum payment.

The Minimum Payment is \$17,050.

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

*x John Godfrey*

**SIGN HERE**

Godfrey, John  
Chairperson

**Subject Matter:** Commencement of an Account Based Pension

**Member Name:** Godfrey, John (the 'Member')

**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence an Account Based Pension.

I would like the Account Based Pension to commence on 01/07/2021.

I would like to finance the Account Based Pension with \$28,257 standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, Maureen.

My reversionary beneficiary's date of birth is 09/06/1958.

My date of birth is 16/05/1957.

My Tax File Number is Provided.

I permanently retired on 26/07/2016.

I would like for my pension to be paid periodically.

Godfrey, John

Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

This pension will operate in accordance with SIS Regulation 1.06(9A) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Account Based Pension. As the trust deed is silent in respect of a specific pension process, the Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
3. Calculate the annual pension payment in accordance with the relevant formula pertaining to an Account Based Pension.
4. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.
5. Provide the member with a return notification to confirm the various details of the pension.
6. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from the member's balance in the Fund.
7. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
8. Register as a Group Employer (if required), and deduct any PAYG Withholding Tax (as applicable) having regard to the TFN and PAYG Withholding Declarations made by the member.

---

Godfrey, John

Pension Start Date 01/07/2021

Pension Purchase Price \$28,257

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2021

**Present:**

Godfrey, John

(the 'Member');

Godfrey, Maureen

**Chairperson:**

Godfrey, John

was appointed Chairperson of the meeting.

**Receipt of Account Based Pension Commencement Notification:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence an Account Based Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 01/07/2021
2. be financed with \$28,257

**Pension Requirements:**

**IT WAS NOTED** that the Trustee(s) may offer an Account Based Pension pursuant to the Rules of the Fund's Trust Deed and Regulation 1.06 (9A) of the Superannuation Industry (Supervision) Regulations 1994 (SIS Regulations).

**Pension Implementation Procedures:**

**IT WAS AGREED** that any Account Based Pension is to be paid in accordance with the relevant rule(s) of the Fund's Trust Deed and the relevant governing rules. The pension will operate in accordance with SIS Regulation 1.06(9A).

The Trustee(s) note that the rules of the Fund are silent in respect of Account Based Pension procedures and thus the Trustee(s) decided to adopt the following:

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Account Based Pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Provide the Member with a return notification to confirm the various details of the Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
3. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
4. Commence to pay the pension in amounts determined with reference to the minimum limits imposed by the relevant rules and regulations.
5. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Account Based Pension.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

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Godfrey, John
---------------

Chairperson

Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

In accordance with your instructions, \$28,257, standing to the credit of your Member's account in the Fund, will finance the Account Based Pension.

The Trustee(s) have reviewed your benefits and the Fund's Deed and confirm that the Pension is available to be paid to you. In order to commence the pension we need you to confirm the following information as soon as possible:

- 1. Commencement Date of Pension:** 01/07/2021. The commencement date of the Account Based Pension is in accordance with your instructions to the Trustee(s).
- 2. Proposed Pension Payment:** In accordance with the superannuation rules and regulations you must take at least one pension payment per year and this must be no less than the minimum payment for your age. The minimum payment is noted below.  
**Minimum:** \$570.
- 3. Payments in excess of the Minimum:** In accordance with the superannuation rules and regulations you may draw an amount in excess of the minimum amount detailed above. Should you draw in excess of the minimum amount you may elect for the payment to be treated as an Eligible Termination Payment or Pension Payment.
- 4. Tax Free Proportion:** Based on your pension commencement components your tax free proportion, being the tax free return of capital component of your Account Based Pension, is noted below:

**Tax Free Proportion:** 0.00% .

- 5. Reversionary Beneficiary:** This pension reverts on death.

Pension Start Date 01/07/2021

Pension Purchase Price \$28,257

6. **Frequency of Pension Payments:** . The payment frequency of the Account Based Pension is in accordance with your instructions to the Trustee(s).

7. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration Form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

---

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

---

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2021

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen ;

**Chairperson:**

Godfrey, John was appointed Chairperson of the meeting.

**Pension Purchase Price:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence an Account Based Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 01/07/2021
2. be financed with \$28,257

**Account Balance Components:**

**IT WAS NOTED** that the following amounts are held in the Fund attributable to the Member:

Taxable:	\$28,257
Tax Free:	\$0
Total:	\$28,257

**Preservation Status of Account Balance:**

**IT WAS NOTED** that the following amounts held in the Fund attributable to the Member have the following preservation status:

Preserved Component:	\$0
Restricted Component:	\$0
Unrestricted Non-Preserved:	\$28,257

**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has met a condition of release and there are sufficient monies in the Member's account with which to commence the desired pension.

**Pension Components:**

**IT WAS RESOLVED** that \$28,257 of the Member's balance will be required to support the Account Based Pension. This amount comprises the following components:

Taxable:	\$28,257
Tax Free:	\$0

**Tax Free Proportion:**

**IT WAS NOTED** that the Account Based Pension will have a tax free proportion:

The Tax Free Proportion is 0.00%.

**Minimum Drawdown:**

**IT WAS NOTED** that the Account Based Pension is subject to a minimum payment.

The Minimum Payment is \$570.

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

---

Godfrey, John  
Chairperson

**Subject Matter:** Commencement of a Non-Commutable Account Based Pension

**Member Name:** Godfrey, Maureen (the 'Member')

**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence a Non-Commutable Account Based Pension.

I would like the Non-Commutable Account Based Pension to commence on 18/09/2018.

I would like to finance the Non-Commutable Account Based Pension with \$300,000 standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, John.

My date of birth is 09/06/1958.

My Tax File Number is 484 196 947.

I would like for my pension to be paid periodically.

*M. J. Godfrey*

SIGN HERE

Godfrey, Maureen

**Godfrey, Maureen** (the 'Member')

**Godfrey Family Super Fund** (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence a Non-Commutable Account Based Pension.

This pension will operate in accordance with SIS Regulations 1.06 (9A) and 6.01 (b) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Non-Commutable Account Based Pension. The Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies meet the allowable cashing preservation requirements stipulated for a Non-Commutable Account Based Pension.
2. Note that you have attained preservation age.
3. Note that the Non-Commutable Account Based Pension cannot be commuted and cashed unless the purpose of the commutation is:
  - (i) to cash an unrestricted non-preserved benefit; or
  - (ii) to pay a superannuation contributions surcharge; or
  - (iii) to give effect to an entitlement of a non-member spouse under a payment split;
  - (iv) to ensure that a payment may be made for the purpose of giving effect to a release authority under: section 292-415 of the Income Tax Assessment Act 1997, or section 292-80C of the Income Tax (Transitional Provisions) Act 1997;

or, before commutation, you have satisfied a condition of release in respect of which the cashing restriction for your preserved and restricted non-preserved benefits is 'Nil'.

4. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
5. Calculate the annual pension payments in accordance with the relevant formula pertaining to a Non-Commutable Account Based Pension.
6. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.

7. Provide the member with a return notification to confirm the various details of the pension.
8. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from your balance in the Fund.
9. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
10. Register as a Group Employer (if required), and deduct any PAYG Withholding tax (as applicable) having regard to the TFN and PAYG Withholding declarations you made.

*M. J. Godfrey*



Godfrey, Maureen

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

18/09/2018

**Present:**

Godfrey, Maureen (the 'Member');

Godfrey, John Peter

**Chairperson:**

Godfrey, Maureen was appointed Chairperson of the meeting.

**Receipt of Non-Commutable Account Based Pension Commencement Notification:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence a Non-Commutable Account Based Pension.

**IT WAS NOTED** that the Non-Commutable Account Based Pension will:

(i) commence on 18/09/2018

(ii) be financed with \$300,000

**Pension Requirements:**

**IT WAS NOTED** that the Trustee(s) may offer a Non-Commutable Account Based Pension pursuant to the Fund's trust deed and Regulation 1.06 (9A) and 6.01 (b) of the Superannuation Industry (Supervision) Regulations 1994 (SIS Regulations).

**Pension Implementation Procedures:**

**IT WAS AGREED** that any Non-Commutable Account Based Pension is to be paid in accordance with the Fund's trust deed and the relevant governing rules. The pension will operate in accordance with SIS Regulation 6.01 (b) and 1.06(9A).

The Trustee(s) have decided to adopt the below procedure.

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Non-Commutable Account Based Pension, ensuring that those monies meet the allowable cashing preservation requirements for a Non-Commutable Account Based Pension.
2. Note that the Member has attained preservation age.
3. Note that total allowable payments (including payments made under a payment split) cannot exceed more than 10% of the pension account balance at the date specified in regulation 6.01 (b) of SISR.
4. Note that the Non-Commutable Account Based Pension cannot be commuted and cashed unless the purpose of the commutation is:
  - (iii) to cash an unrestricted non-preserved benefit; or
  - (iv) to pay a superannuation contributions surcharge; or
  - (v) to give effect to an entitlement of a non-member spouse under a payment split;
  - (vi) to ensure that a payment may be made for the purpose of giving effect to a release authority under: section 292-415 of the Income Tax Assessment Act 1997, or section 292-80C of the Income Tax (Transitional Provisions) Act 1997;or, before commutation, the Member has satisfied a condition of release in respect of which the cashing restriction for his / her preserved and restricted non-preserved benefits is 'Nil'.
5. Provide the Member with a return notification to confirm the various details of the Non-Commutable Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
6. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
7. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
8. Commence to pay the pension in amounts determined with reference to the minimum and maximum limits and with the frequency requested by the Member.
9. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Non-Commutable Account Based Pension.

**ATO Documentation  
Required to Effect  
Pension Commencement:**

**IT WAS NOTED** that the Trustee(s) are authorised to attend to the completion of the following paperwork and **RESOLVED TO:**

1. Register the Trustee(s) as a Group Employer for the purposes of deducting PAYG Withholding tax from the pension (as applicable).
2. Deduct PAYG Withholding tax from the pension (as applicable) on the basis of the TFN Declaration form received from the Member.
3. Attend to any other matters relevant to the payment of the pension as and when the need arises, including the preparation of calculations and documentation.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**



Godfrey, Maureen  
Chairperson



**SIGN HERE**

Godfrey, Maureen (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence a Non-Commutable Account Based Pension.

In accordance with your instructions \$300,000, standing to the credit of your Member's account in the Fund, will finance the Non-Commutable Account Based Pension.

The Trustee(s) have reviewed your benefits and the Fund's Deed and confirm that a Non-Commutable Account Based Pension is available to be paid to you. In order to commence the Non-Commutable Account Based Pension we need you to confirm the following information as soon as possible:

1. **Commencement Date of Pension:** 18/09/2018. The commencement date of the Non-Commutable Account Based Pension is in accordance with your instructions to the Trustee(s).
2. **Proposed Pension Payment:** In accordance with the superannuation rules and regulations you must take at least one pension payment per year and this must be between the minimum and maximum limits for your age. The minimum and maximum limits are noted below.

Minimum: \$9,400

Maximum: \$30,000

3. **Tax Free Proportion:** Based on your pension commencement components your tax free proportion, being the tax free return of capital component of your Non-Commutable Account Based Pension, is noted below:

Tax Free Proportion: 100.00%

4. **Frequency of Pension Payments:** periodically. The payment frequency of the Non-Commutable Account Based Pension is in accordance with your instructions to the Trustee(s).
5. **Commutability:** Your pension is only commutable in accordance with the conditions described in the pension procedure that the Trustee(s) provided in a prior notification.

6. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms (where applicable) must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

*M. J. Godfrey*

SIGN HERE

Godfrey, Maureen

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration form and the Withholding Declaration form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

*M. J. Godfrey*

SIGN HERE

Godfrey, Maureen

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

18/09/2018

**Present:**

Godfrey, Maureen (the 'Member');  
Godfrey, John Peter ;

**Chairperson:**

Godfrey, Maureen was appointed Chairperson of the meeting.

**Pension Purchase Price:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence a Non-Commutable Account Based Pension.

**IT WAS NOTED** that the Non-Commutable Account Based Pension will:

1. commence on 18/09/2018
2. be financed with \$300,000

**Account Balance Components:**

**IT WAS NOTED** that the following amounts are held in the Fund attributable to the Member:

Taxable:	\$0
Tax Free:	\$300,000
Total:	\$300,000

**Preservation Status of Account Balance:**

**IT WAS NOTED** that the following amounts held in the Fund attributable to the Member have the following preservation status:

Preserved Component:	\$300,000
Restricted Component:	\$0
Unrestricted Non-Preserved:	\$0

**Subject Matter:** Commencement of a Non-Commutable Account Based Pension

**Member Name:** Godfrey, Maureen (the 'Member')

**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence a Non-Commutable Account Based Pension.

I would like the Non-Commutable Account Based Pension to commence on 17/09/2018.

I would like to finance the Non-Commutable Account Based Pension with \$688,189 standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, John.

My date of birth is 09/06/1958.

My Tax File Number is 484 196 947.

I would like for my pension to be paid periodically.

*M. J. Godfrey*

SIGN HERE

Godfrey, Maureen

**Godfrey, Maureen** (the 'Member')

**Godfrey Family Super Fund** (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence a Non-Commutable Account Based Pension.

This pension will operate in accordance with SIS Regulations 1.06 (9A) and 6.01 (b) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Non-Commutable Account Based Pension. The Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies meet the allowable cashing preservation requirements stipulated for a Non-Commutable Account Based Pension.
2. Note that you have attained preservation age.
3. Note that the Non-Commutable Account Based Pension cannot be commuted and cashed unless the purpose of the commutation is:
  - (i) to cash an unrestricted non-preserved benefit; or
  - (ii) to pay a superannuation contributions surcharge; or
  - (iii) to give effect to an entitlement of a non-member spouse under a payment split;
  - (iv) to ensure that a payment may be made for the purpose of giving effect to a release authority under: section 292-415 of the Income Tax Assessment Act 1997, or section 292-80C of the Income Tax (Transitional Provisions) Act 1997;

or, before commutation, you have satisfied a condition of release in respect of which the cashing restriction for your preserved and restricted non-preserved benefits is 'Nil'.

4. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
5. Calculate the annual pension payments in accordance with the relevant formula pertaining to a Non-Commutable Account Based Pension.
6. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.

7. Provide the member with a return notification to confirm the various details of the pension.
8. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from your balance in the Fund.
9. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
10. Register as a Group Employer (if required), and deduct any PAYG Withholding tax (as applicable) having regard to the TFN and PAYG Withholding declarations you made.

*M. J. Godfrey*



Godfrey, Maureen

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

17/09/2018

**Present:**

Godfrey, Maureen

(the 'Member');

Godfrey, John

**Chairperson:**

Godfrey, Maureen

was appointed Chairperson of the meeting.

**Receipt of Non-Commutable Account Based Pension Commencement Notification:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence a Non-Commutable Account Based Pension.

**IT WAS NOTED** that the Non-Commutable Account Based Pension will:

(i) commence on 17/09/2018

(ii) be financed with \$688,189

**Pension Requirements:**

**IT WAS NOTED** that the Trustee(s) may offer a Non-Commutable Account Based Pension pursuant to the Fund's trust deed and Regulation 1.06 (9A) and 6.01 (b) of the Superannuation Industry (Supervision) Regulations 1994 (SIS Regulations).

**Pension Implementation Procedures:**

**IT WAS AGREED** that any Non-Commutable Account Based Pension is to be paid in accordance with the Fund's trust deed and the relevant governing rules. The pension will operate in accordance with SIS Regulation 6.01 (b) and 1.06(9A).

The Trustee(s) have decided to adopt the below procedure.

## **Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Non-Commutable Account Based Pension, ensuring that those monies meet the allowable cashing preservation requirements for a Non-Commutable Account Based Pension.
2. Note that the Member has attained preservation age.
3. Note that total allowable payments (including payments made under a payment split) cannot exceed more than 10% of the pension account balance at the date specified in regulation 6.01 (b) of SISR.
4. Note that the Non-Commutable Account Based Pension cannot be commuted and cashed unless the purpose of the commutation is:
  - (iii) to cash an unrestricted non-preserved benefit; or
  - (iv) to pay a superannuation contributions surcharge; or
  - (v) to give effect to an entitlement of a non-member spouse under a payment split; or
  - (vi) to ensure that a payment may be made for the purpose of giving effect to a release authority under: section 292-415 of the Income Tax Assessment Act 1997, or section 292-80C of the Income Tax (Transitional Provisions) Act 1997;

or, before commutation, the Member has satisfied a condition of release in respect of which the cashing restriction for his / her preserved and restricted non-preserved benefits is 'Nil'.

5. Provide the Member with a return notification to confirm the various details of the Non-Commutable Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
6. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
7. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
8. Commence to pay the pension in amounts determined with reference to the minimum and maximum limits and with the frequency requested by the Member.
9. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Non-Commutable Account Based Pension.

**ATO Documentation  
Required to Effect  
Pension Commencement:**

**IT WAS NOTED** that the Trustee(s) are authorised to attend to the completion of the following paperwork and **RESOLVED TO:**

1. Register the Trustee(s) as a Group Employer for the purposes of deducting PAYG Withholding tax from the pension (as applicable).
2. Deduct PAYG Withholding tax from the pension (as applicable) on the basis of the TFN Declaration form received from the Member.
3. Attend to any other matters relevant to the payment of the pension as and when the need arises, including the preparation of calculations and documentation.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

*L. J. Godfrey*

Godfrey, Maureen  
Chairperson

SIGN HERE

Godfrey, Maureen (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence a Non-Commutable Account Based Pension.

In accordance with your instructions \$688,189, standing to the credit of your Member's account in the Fund, will finance the Non-Commutable Account Based Pension.

The Trustee(s) have reviewed your benefits and the Fund's Deed and confirm that a Non-Commutable Account Based Pension is available to be paid to you. In order to commence the Non-Commutable Account Based Pension we need you to confirm the following information as soon as possible:

1. **Commencement Date of Pension:** 17/09/2018. The commencement date of the Non-Commutable Account Based Pension is in accordance with your instructions to the Trustee(s).
2. **Proposed Pension Payment:** In accordance with the superannuation rules and regulations you must take at least one pension payment per year and this must be between the minimum and maximum limits for your age. The minimum and maximum limits are noted below.

**Minimum:** \$21,640

**Maximum:** \$68,818

3. **Tax Free Proportion:** Based on your pension commencement components your tax free proportion, being the tax free return of capital component of your Non-Commutable Account Based Pension, is noted below:

**Tax Free Proportion:** 45.51%

4. **Frequency of Pension Payments:** periodically. The payment frequency of the Non-Commutable Account Based Pension is in accordance with your instructions to the Trustee(s).
5. **Commutability:** Your pension is only commutable in accordance with the conditions described in the pension procedure that the Trustee(s) provided in a prior notification.

6. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms (where applicable) must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

*L. J. Godfrey*

SIGN HERE

Godfrey, Maureen

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration form and the Withholding Declaration form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

*L. J. Godfrey*

SIGN HERE

Godfrey, Maureen

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

17/09/2018

**Present:**

Godfrey, Maureen (the 'Member');  
Godfrey, John ;  
;

**Chairperson:**

Godfrey, Maureen was appointed Chairperson of the meeting.

**Pension Purchase Price:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence a Non-Commutable Account Based Pension.

**IT WAS NOTED** that the Non-Commutable Account Based Pension will:

1. commence on 17/09/2018
2. be financed with \$688,189

**Account Balance Components:**

**IT WAS NOTED** that the following amounts are held in the Fund attributable to the Member:

Taxable:	\$375,007
Tax Free:	\$313,182
Total:	\$688,189

**Preservation Status of Account Balance:**

**IT WAS NOTED** that the following amounts held in the Fund attributable to the Member have the following preservation status:

Preserved Component:	\$688,189
Restricted Component:	\$0
Unrestricted Non-Preserved:	\$0

**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has attained preservation age and there are sufficient monies in the Member's account with which to commence the Non-Commutable Account Based Pension.

**Pension Components:**

**IT WAS RESOLVED** that \$688,189 of the Member's balance will be required to support the Non-Commutable Account Based Pension. This amount comprises the following components:

Taxable: \$375,007

Tax Free: \$313,182

**Tax Free Proportion:**

**IT WAS NOTED** that the Non-Commutable Account Based Pension will have a tax free proportion:

The Tax Free Proportion is 45.51%

**Minimum & Maximum  
Drawdown:**

**IT WAS NOTED** that the Non-Commutable Account Based Pension is subject to a minimum and maximum payment.

The Minimum Payment is \$21,640

The Maximum Payment is \$68,818

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

*Maureen J. Godfrey*

Godfrey, Maureen  
Chairperson

SIGN HERE



## **ACCOUNT BASED PENSION PAYMENT AGREEMENT**

### **GODFREY FAMILY SUPER FUND**

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## 1. Introduction

A member of an SMSF can generally access their superannuation benefits as an SMSF income stream or lump sum when they have satisfied a relevant 'condition of release' under Schedule 1 of the *Superannuation Industry (Supervision) Regulations 1994* (SISR). The most common 'condition of release' is retirement as defined by SISR 6.01(7).

## 2. Corporations Legislation

The payment of an account-based pension by the trustee of an SMSF is a financial product for the purposes of the *Corporations Act 2001*. As a financial product the *Corporations Act 2001* provides as follows:

- **Product Disclosure Statement (PDS)**

In terms of the information required to be given to the member of an SMSF to make a confident and informed decision in relation to an SMSF financial product, the *Corporations Act 2001*, requires a licensee, their authorised representative and the trustee of an SMSF to provide a member of a SMSF with a PDS. This pension PDS has been issued by the trustee of the fund to the member seeking to commence a pension. The PDS should be reviewed by members on an on-going basis.

- **Statement of Advice (SoA)**

Section 946A of the *Corporations Act 2001* requires that a client be provided with a Statement of Advice where they are provided with a recommendation to acquire or dispose of an SMSF financial product.

## 3. SMSF Pensions v Lump sums

There are effectively three ways for the trustee of an SMSF to provide payments of member benefits in an SMSF – so careful consideration must be given to how the member chooses to take income from their fund:

### Option One: Taking a Pension

The trustee may pay an SMSF pension from the fund with the member's current accumulation benefits. Post 20 September 2007 there are currently two main SMSF pension types that may be paid by the trustee of the fund under the trust deed used by the fund – the transition to retirement income stream and the account-based pension. However, the transition to retirement income stream will no longer benefit from the pension tax concessions from 1 July 2017.

The SMSF pension may be built with a reversionary interest meaning that upon the death of the member the pension continues in the name of the reversionary beneficiary thereby combining SMSF pension planning and SMSF estate planning. Prior to utilising this strategy, careful consideration must be given to the Superannuation Laws, who can be paid a reversionary pension and more importantly the concessional tax rates for death benefit pensions. Advice should be sought by any member seeking to put in place a reversionary pension for a spouse or other eligible dependants.

### **Option Two: Taking Lump Sums**

At the time of retirement, a member of the fund may access their benefits as a lump sum. The SISR provides that a retiree member can leave their benefits in their accumulation account and draw them down gradually as multiple lump sum payments until their death. In essence, income is provided as a series of lump sum withdrawals from a member's accumulation account rather than taking a pension.

### **Option Three: Taking both Lump Sums and an Income Stream**

Upon retirement, a member of a superannuation fund can provide the bulk of their lifestyle income by way of an income stream with a lump sum only taken if and when needed. This may be in the event of a health, family crisis or an unbudgeted expenditure.

With this option, the strategy is for the member to hold some of their superannuation benefits in their accumulation account and some in the pension account. How much is in each account and how the accumulation and pension accounts are to be used between retirement and death is a function of four factors:

- a) what lifestyle income is required – remember this can be drawn down from both sides of the fund;
- b) the minimum pension drawdown rules for the pension. If there is too much in the member's pension side of the fund, excessive income may be required to be withdrawn, thereby taking funds out of a concessional tax environment;
- c) where the trustee invests on behalf of an accumulation account member the fund is subject to tax at a rate of 15% on income and 10% on capital gains in respect of assets held for more than a year. In comparison income earned on assets used by the trustee to fund a pension account is tax-free.
- d) the member's personal Transfer Balance Cap. From 1 July 2021, a member is limited to a cap amount of \$1.7 million that can support retirement income streams. This cap amount is indexed in \$100,000 increments subject to Consumer Price Index (CPI). The excess balance must remain in the accumulation account or leave the superannuation system.

Note: There are estate and tax planning advantages to running both accounts and these should be discussed with the member's SMSF adviser.

## **4. SMSF Account Based Pension**

As the fund is an SMSF and the pension has commenced following, for example, the retirement of the member, the income stream generally is an account-based pension. As an account-based pension, the member must take a minimum payment each year otherwise the Commissioner of Taxation has noted that the income stream would not be a pension thereby jeopardising the fund's tax-exempt status on pension assets.

The minimum draw-down payments under the account-based pension regulations are as follows for the 2022-2023 income year:

<b>Characteristics</b>	<b>Account-based pension</b>
<b>Minimum Payment</b>	<b>Minimum Percentage %</b>
Under 65	2.00%
65 - 74	2.50%
75 - 79	3.00%
80 - 84	3.50%
85 - 89	4.50%
90 - 94	5.50%
95 +	7.00%
<b>Roll back to Accumulation Account</b>	Yes
<b>Lump Sum Commutation</b>	Yes

Where a member has an account-based pension, at any time they may elect to commute the whole or part of the pension into a lump sum payment. The taxation consequences of commuting to a lump sum will depend on the member's age at the time of commutation and are discussed below. On the death of the member, an SMSF Will created by the member may require the commutation of the deceased member's pension for the benefit of a dependant. The taxation consequences in relation to any SMSF estate planning and in particular an SMSF Will should be discussed with a qualified SMSF adviser.

A member may also request the trustee of an SMSF to make the pension auto-reversionary which means that the pension transfers from a deceased member automatically upon their death to a spouse, dependant or legal estate. There are several important reasons for ensuring that account-based pensions are auto-reversionary.

Note: Where a member of an SMSF has an older style allocated pension they may consider rolling the pension back into their lump-sum account and commence one or more account-based pensions. If the member has a defined benefit pension, careful consideration of whether the pension can be rolled back and the consequences of a rollback must take place.

From 1 July 2021, the transfer balance cap measures are in place. The capital value of any existing account-based pensions as at 30 June 2021 become a credit item to the member's personal transfer balance account. An individual is only allowed \$1.7 million in retirement income streams. This cap amount is in relation to the 2021-22 financial year and is indexed in \$100,000 increments based on CPI. It is a per member cap and not per fund. Any excess over the cap amount is required to be transferred to the member's accumulation account or commuted to a lump-sum and cash out of the fund so as to avoid excess transfer balance tax. For account-based pensions commencing after 1 July 2021, the capital value at the time of commencement is the credit item. Full or partial commutations are debit items to the personal transfer balance cap. Earnings and pension payments are excluded.

It should also be noted, that if a member is in receipt of a transition to retirement income stream (TRIS) and the member reaches the age of 65, or notifies their fund that they have satisfied one of the following 'nil' cash restriction conditions of release:

- Retirement
- Permanent incapacity
- Terminal illness

A TRIS will also be in the retirement phase if it starts to be paid to a reversionary beneficiary after the original member's death. At this point, the capital value of the TRIS in the retirement phase will automatically be a credit item to the member's personal transfer balance account and receive tax exemption on earnings.

## **5. Taxation of Pensions**

### **5.1 Trustee of the Fund**

Where the trustee commences to pay an account-based pension, the trustee is entitled to a tax exemption on income and capital gains arising in relation to assets set aside to meet the fund's SMSF income stream liabilities. This is different from the accumulation stage of an SMSF where income is generally taxed at a rate of 15% and capital gains at a rate of 10% if the investment is held for more than 12 months.

Where the trustee runs a pooled investment strategy meaning the assets of the fund are pooled to pay all member benefits including pensions, then the trustee will obtain a proportional tax exemption on income and gains earned by the fund. The exemption proportion is to be determined by reference to the liabilities that the trustee faces in order to pay current pensions versus the fund's total superannuation benefit liabilities. In order to claim the exemption, the trustee of the fund must engage the services of an actuary each year to determine the amount of the fund's SMSF income stream liabilities as well as its superannuation liabilities.

In contrast, where the trustee of the fund runs a separate investment strategy for any SMSF pension (segregating assets from the rest of the fund), then any income or gains earned on these assets is tax-free. The segregation of assets is a simple bookkeeping exercise that can be undertaken by the accountant or administrator of the fund. Importantly if the assets have accrued capital gains in the accumulation side of the SMSF, then the transfer of the assets to a separate pension investment strategy in the fund will not create a tax liability at the time of transfer. Further provided the assets funding the pension are disposed of by the trustee at the time the SMSF pension has commenced there will be no capital or income tax consequences in respect of the disposal of the assets.

Please note, from 1 July 2021, the fund cannot run a segregated method when calculating the exempt current pension income (ECPI) of the fund, if the fund has a member who is in receipt of a retirement income stream and the member's total superannuation balance exceeds the general transfer balance cap (\$1.7 million for the 2021-22 financial year).

As a final point where the trustee of the SMSF as part of the fund's pension assets holds Australian shares paying franking credits, no tax is payable on the dividend. However, the trustee may claim the franking credits to reduce overall tax payable in the fund. If there are excess credits in an income year these will be refunded by the Commissioner of Taxation.

## 5.2 Pension Beneficiaries

### a) Benefits paid to a Member

The Simpler Super regime that commenced on 1 July 2007 introduced the concept of multiple superannuation interests being held by a member who has an accumulation account and at the same time commences a pension. Superannuation interests are important because from these interests flow a superannuation benefit, whether a lump sum from the member's accumulation account or a pension or lump sum from the member's pension account. These benefits when paid will have a taxable/tax-free component. The proportion of taxable/tax-free component is to be determined by the underlying taxable/tax-free proportion of the relevant superannuation interest.

The taxable/tax-free component determination is crucial as it plays an important part for a pre-60-year-old member (such as a member with a transition to retirement pension) as well as for their dependants and other beneficiaries in the event of the member's death.

### b) The proportioning rule

Superannuation benefits whether taken as a lump sum or pension are to be divided by the trustee of the fund into a taxable and tax-free component. The proportion used is the same as the underlying superannuation interest from where the superannuation benefit is sourced.

For example, a 60-year-old member of a complying SMSF taking an account-based pension may have a taxable/tax-free component proportion equal to 60/40. Any income stream benefit taken from that superannuation interest will have 60% taxable and 40% tax-free component. This will include any lump sum commutations from the pension.

The taxable/tax-free component of any lump sum or pension payment can easily be determined by your SMSF adviser or accountant at the time of commencement of the pension or when a lump sum or pension commutation amount is taken from the fund.

### c) The taxation of benefits to a member

Where a superannuation benefit is paid to a member, either as a lump sum, a commutation of the pension or direct pension payment it will be taxed as follows:

- Tax-free Component - Any tax-free component payable is always tax-free in their hands irrespective of their age. This includes both lump sums and income streams.
- Taxable Component - Table A highlights the taxation treatment of benefits payable to a member. It should be noted that the preservation age for a person born prior to 1960 is aged 55.
- Untaxed Component – untaxed component is only found in SMSFs with life-insurance and a lump sum is paid to a dependant or the member's legal estate in the event of the member's death.

**Table A – Taxation of the Taxable Component**

Type of Benefit	Under preservation age	Between preservation age and age 60	Age 60 and over
<b>Lump sum</b>	20%	Tax free up to the <a href="#">low rate cap amount</a> with any remainder taxed up to a maximum rate of 15% (excluding Medicare levy)	Tax-free
<b>Income stream</b>	Marginal tax rate	Marginal tax rate - 15% tax offset	Tax-free

Note: The taxation of superannuation death benefits is different from that above and advice should be sought regarding SMSF Wills from an SMSF adviser.

### SMSF Trust Deed

The fund’s trust deed is the key determinant to what type of pension may be paid from the fund. The trust deed may allow pensions to be continued where they may have been established many years ago as well as the account-based and transition to retirement pensions of modern times. Flexibility is a must in superannuation and particularly SMSFs.

**APPLICATION BY MAUREEN GODFREY TO COMMENCE AN ACCOUNT-BASED PENSION**

**Date:** 9.6.2023.  
**Name of Fund:** Godfrey Family Super Fund  
**Members Name:** Maureen Godfrey  
**Age of Member:** 64 65 RJ.

**Request to commence an Account-based Pension:**

The Member hereby requests the Trustee to commence an Account-based Pension with an amount from the Members Accumulation Superannuation Interest having satisfied the relevant Condition of Release as per Schedule 1 of SISR.

**Pension Account Balance:** \$98,885  
**Date of Commencement:** ~~1 July 2022~~ 9 June 2023 RJ.  
**Condition of Release:** Retirement  
**Minimum Annual Income Payment:** ~~\$2,300~~ \$0 (started in June) RJ.  
**Current Year Pension Payment:** \$2,300  
**Tax-free / Taxable Component Proportions:** 66.85%/33.15%  
**Reversionary Beneficiary Name:** John Godfrey

**Signed by the Member:**

**The Member**

---

Signed by Maureen Godfrey in the presence of:

  
Maureen Godfrey  
Member

  
09/06/2023  
Keiran Ramsey  
Witness Name / Signature

**TRUSTEE MEETING: COMMENCEMENT OF AN ACCOUNT-BASED PENSION**

**Date:** 9<sup>th</sup> June 2023

**Name of Fund:** Godfrey Family Super Fund

**Attended by:** John Godfrey and Maureen Godfrey

**Held at:** 31 Constellation Crescent, BRIDGEMAN DOWNS, QLD 4035

**Chairperson:** John Godfrey

**Table a Motion to commence an Account-based Pension:**

**Purpose of the Account-based Pension:**

To commence an Account-based Pension for Maureen Godfrey under the governing rules of the Fund. The Chairperson confirms that the condition of release corresponds with one or more of the conditions of release under Schedule 1 of the SISR and acknowledges the Member's request to commence an Account-based Pension subject to the payment limits and standards as prescribed by Schedule 1AAB and 7 of the SISR.

**The Pension is to have the following terms and conditions:**

**Pension Account Balance:** \$98,885

**Date of Commencement:** ~~1 July 2022~~ 9 June 2023 *r.f*

**Condition of Release:** Retirement

**Minimum Annual Income Payment:** \$2,300

**Current Year Pension Payment:** \$2,300

**Tax-free / Taxable Component Proportions:** 66.85%/33.15%

**Reversionary Beneficiary Name:** John Godfrey

**Trustee Resolutions:**

It was resolved by the Trustee to commence an Account-based Pension on behalf of the Member. The Trustee is to forward this trustee minute to the Member as notification of the commencement of the Pension.

**EXECUTED BY:**

**The Trustee**

---

Signed by John Godfrey and Maureen Godfrey in the presence of:



**John Godfrey**  
Trustee



**KIERAN RAMSEY**  
Witness Name / Signature



**Maureen Godfrey**  
Trustee



**KIERAN RAMSEY**  
Witness Name / Signature

**Product Disclosure Statement**  
**Godfrey Family Super Fund**

# Product Disclosure Statement

## 1 Introduction

- 1.1 A member of a self-managed superannuation fund (**SMSF**) can generally access their superannuation benefits as an SMSF income stream or lump sum when they are retired (as defined in s6.01(7) of the *Superannuation Industry (Supervision) Regulations 1994* (SISR). A transition to retirement income stream (**TRIS**) may be commenced at any time after the member has reached their preservation age, even if they are still working.

## 2 SMSF Pensions v Lump sums

- 2.1 There are effectively three ways for the trustee of an SMSF to provide the member with access to their entitlements, each of which is outlined below.

### ***Option One: Taking a Pension***

- 2.2 The trustee may pay a pension from the fund out of the member's current accumulation benefits.
- 2.3 A member may request that the trustee of the SMSF makes the pension auto-reversionary, which means that the pension transfers from a deceased member automatically upon their death to their nominated spouse, dependant or estate.

### ***Option Two: Taking Lump Sums***

- 2.4 Following retirement, a member of the fund may access their benefits as a lump sum. This involves the member leaving their benefits in their accumulation account and drawing them down gradually as lump sums, over a period of time.

### ***Option Three: Taking both Lump Sums and an Income Stream***

- 2.5 A member can also choose to provide the majority of their lifestyle income by way of pension with a further lump sum only taken if and when it is required by the member.
- 2.6 Under this approach, the member retains some of their superannuation benefits in their lump sum account when the pension is commenced.
- 2.7 The amount retained in each account depends on a range of factors, such as:
- (a) what level of ongoing lifestyle income is required;
  - (b) the minimum drawdown rules for the pension. If the member's pension account balance is too high, excessive income may be required to be withdrawn, thereby forcing the removal of funds from a concessional tax environment;
  - (c) where the trustee invests on behalf of an accumulation account, the fund is subject to tax at a rate of 15% on income and 10% on capital gains (in respect of assets held for more than 12 months). In comparison income earned on assets used by the trustee to fund a pension account is tax-free.
  - (d) the member's personal transfer balance cap. From 1 July 2021, each member is limited to a cap amount of \$1.7 million (subject to Consumer Price Index (CPI) indexing in \$100,000 increments) that can support retirement income streams. The balance in

excess of the cap must remain in the accumulation account or leave the superannuation system.

### **3 Account-based Pension**

- 3.1 If the member chooses to commence an account-based pension, the member must take a minimum payment each year. They may also elect to commute the whole or part of the pension into a lump sum at any time.
- 3.2 The member may request that the trustee of the SMSF makes the account-based pension auto-reversionary, which means that the pension transfers from a deceased member automatically upon their death to their nominated spouse, dependant or estate.
- 3.3 The impact of the transfer balance cap rules needs to be considered before an account-based pension is commenced.
- 3.4 In particular, the capital value of any pension which is commenced becomes a credit item to the member's personal transfer balance account and is subject to the rules mentioned above.

### **4 Taxation of Pensions**

#### ***Trustee of the Fund***

- 4.1 Where the trustee commences to pay a pension, the trustee is entitled to a tax exemption on income and capital gains arising in relation to assets set aside to meet the fund's income stream liabilities.
- 4.2 Where the trustee runs a pooled investment strategy (meaning the assets of the fund are pooled to pay all member benefits including pensions), then the trustee will obtain a proportional tax exemption on income and gains earned by the fund and must engage the services of an actuary to determine the relevant proportion.
- 4.3 In contrast, where the trustee of the fund runs a separate investment strategy for the pension account (segregating assets from the rest of the fund), then any income or gains earned on these assets is tax-free.
- 4.4 The segregation of assets is a bookkeeping exercise that can be undertaken by the accountant or administrator to the fund. Importantly if the assets have accrued capital gains in the accumulation accounts, then the allocation of the assets to the new pension account will not create a tax liability at the time of transfer.

### **5 Taxation in relation to the Pension Beneficiaries**

#### ***Benefits paid to a member***

- 5.1 Superannuation benefits will generally have a tax-free component and a taxable component when they are paid to the member, regardless of whether they are paid as a lump sum or an income stream.
- 5.2 The split between these amounts is determined by the underlying proportion of tax-free and taxable interests held by the member in the SMSF and can be determined by the member's SMSF adviser or accountant at the time the income stream is commenced.

**The taxation of benefits to a member**

5.3 Where a superannuation benefit is paid to a member, either as a lump sum commutation of a pension or direct pension payment it will be taxed as follows:

- (a) **Tax-free Component** - Any tax-free component payable is always tax-free when received by the member, irrespective of their age. This includes both lump sums and income streams.
- (b) **Taxable Component** – The following table highlights the taxation treatment of taxable benefits payable to a member. It should be noted that the preservation age for a person born prior to 1960 is age 55.
- (c) **Untaxed Component** – untaxed component is only found in SMSFs with life insurance and a lump sum is paid to a dependant or the member’s legal estate in the event of the member’s death.

**Taxation of the Taxable Component**

Type of Benefit	Under preservation age	Between preservation age and age 60	Age 60 and over
Lump sum	20%	Tax free up to the <u>low rate cap amount</u> with any remainder taxed up to a maximum rate of 15% (excluding Medicare levy)	Tax free
Income stream	Marginal tax rate	Marginal tax rate - 15% tax offset	Tax free

**SMSF Trust Deed**

5.4 The fund’s trust deed is the key determinant to what type of pension may be paid from the fund and should be reviewed (and potentially updated), prior to any income stream being commenced.

Date: 9 June 2023



Signature of Maureen Godfrey

## ***Legal scope statement – No Review – Godfrey Family Super Fund***

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# Financial Report



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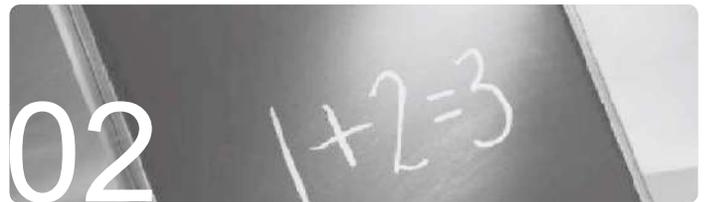
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Invoice(s)

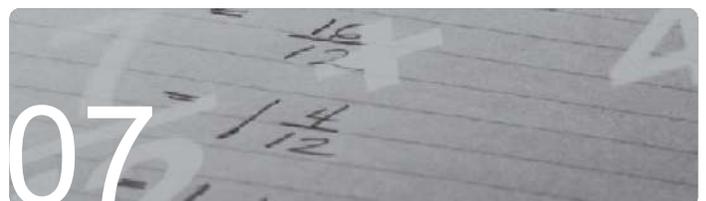
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## Minutes & Audit Engagement Documents

Minutes of Meeting, Audit Engagement Documents

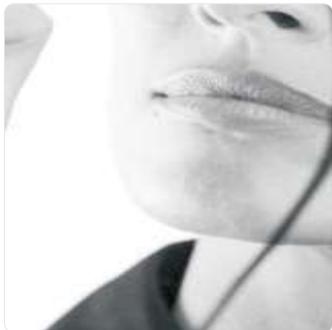
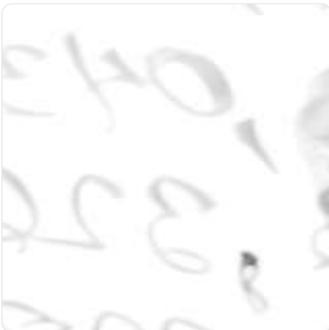
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# Audit Report

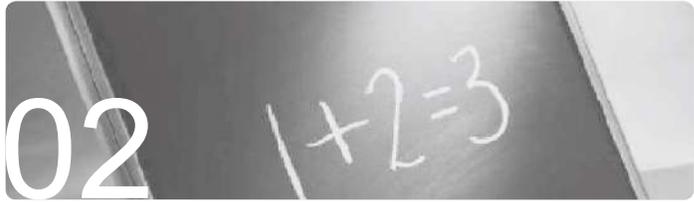
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# Financial Statements

Statement of Financial Position, Operating Statement,  
Notes to Financial Statements, Trustees Declaration



# Godfrey Family Super Fund

## Statement of Financial Position

As at 30 June 2022

	Note	2022 \$	2021 \$
<b>Assets</b>			
<b>Investments</b>			
Shares in Listed Companies (Australian)		2,168,616	2,420,019
Units in Listed Unit Trusts (Australian)		387,799	315,445
<b>Total Investments</b>		<u>2,556,415</u>	<u>2,735,464</u>
<b>Other Assets</b>			
Distributions Receivable		8,187	3,420
Macquarie Cash Management A/c (No. 962083929)		100,049	177,225
AMP SuperEdge Saver A/c (No. 705899078)		350,357	0
Income Tax Refundable		96,129	25,415
<b>Total Other Assets</b>		<u>554,722</u>	<u>206,060</u>
<b>Total Assets</b>		<u>3,111,137</u>	<u>2,941,524</u>
<b>Net assets available to pay benefits</b>		<u>3,111,137</u>	<u>2,941,524</u>
Represented by:			
<b>Liability for accrued benefits allocated to members' accounts</b>			
	2, 3		
Godfrey, Maureen - Accumulation		114,946	5,209
Godfrey, Maureen - Pension (Pension)		369,079	361,698
Godfrey, Maureen - Pension (Pension)		819,740	803,362
Godfrey, John - Pension (Pension)		1,070,971	1,049,560
Godfrey, John - Pension (Pension)		698,760	684,801
Godfrey, John - Pension (Pension)		28,831	0
Godfrey, John - Pension (Pension)		8,810	8,639
Godfrey, John - Accumulation		0	4,882
Contribution and Investment Reserves		0	23,373
<b>Total Liability for accrued benefits allocated to members' accounts</b>		<u>3,111,137</u>	<u>2,941,524</u>

**Godfrey Family Super Fund**  
**Operating Statement**  
For the year ended 30 June 2022

	Note	2022	2021
		\$	\$
<b>Income</b>			
<b>Investment Income</b>			
Trust Distributions		24,087	12,935
Dividends Received		228,951	89,101
Interest Received		502	158
Other Income		0	155
<b>Contribution Income</b>			
Personal Concessional		0	55,500
Personal Non Concessional		110,000	0
Transfers In		0	9,277
<b>Total Income</b>		<u>363,540</u>	<u>167,126</u>
<b>Expenses</b>			
Accountancy Fees		330	2,750
Administration Costs		446	446
Investment Expenses		20,117	13,747
		<u>20,893</u>	<u>16,943</u>
<b>Member Payments</b>			
Pensions Paid		58,760	47,250
Excess Contributions Tax		735	0
Benefits Paid/Transfers Out		0	27,500
<b>Investment Losses</b>			
Changes in Market Values		209,669	(476,339)
<b>Total Expenses</b>		<u>290,057</u>	<u>(384,646)</u>
<b>Benefits accrued as a result of operations before income tax</b>		<u>73,483</u>	<u>551,773</u>
Income Tax Expense		(96,130)	(25,415)
<b>Benefits accrued as a result of operations</b>		<u>169,612</u>	<u>577,188</u>

# Notes to the Financial Statements

For the year ended 30 June 2022

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## Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

The financial statements have been prepared on a cash basis and are based on historical costs, except for investments which have been measured at market value.

The following significant accounting policies, which are consistent with the policies applied in the previous period unless otherwise stated, have been adopted in the preparation of the financial statements.

The financial statements were authorised for issue by the Trustee(s).

### a. Measurement of Investments

The Fund initially recognises:

- (i) an investment when it controls the future economic benefits expected to flow from the asset. For financial assets, the trade date is considered to be the date on which control of the future economic benefits attributable to the asset passes to the Fund; and
- (ii) a financial liability on the date it becomes a party to the contractual provisions of the instrument.

Investments of the Fund have been measured at market value, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire an asset from a willing seller if the following assumptions were made:

- that the buyer and the seller deal with each other at arm's length in relation to the sale;
- that the sale occurred after proper marketing of the asset; and
- that the buyer and the seller acted knowledgeably and prudentially in relation to the sale.

Market value has been determined as follows:

- (i) shares and other securities listed on the Australian Securities Exchange by reference to the relevant market quotations at the end of the reporting period;
- (ii) units in managed funds by reference to the unit redemption price at the end of the reporting period;
- (iii) fixed-interest securities by reference to the redemption price at the end of the reporting period;
- (iv) unlisted investments are stated at trustees' assessment based on estimated market value at balance date or where necessary, an external valuer's opinion; and
- (v) investment properties at the trustees' assessment of the market value or where necessary a qualified independent valuer's opinion at the end of reporting period.

Financial liabilities, such as trade creditors and other payables, are measured at the gross value of the outstanding balance at the end of the reporting period. The trustees have determined that the gross values of the Fund's financial liabilities is equivalent to their market values. Any remeasurement changes in the gross values of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

### b. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and at call, deposits with banks and short-term, highly liquid investments that are readily convertible to cash and subject to an insignificant risk of change in value.

### c. Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Fund and the revenue can be reliably measured. Revenue is recognised at the fair value of the consideration received or receivable.

# Notes to the Financial Statements

For the year ended 30 June 2022

## Interest revenue

Interest revenue is recognised in respect of fixed-interest securities, and cash and cash equivalent balances. Interest revenue is recognised upon receipt.

## Dividend revenue

Dividend revenue is recognised when the dividend has been paid or, in the case of dividend reinvestment schemes, when the dividend is credited to the benefit of the fund.

## Rental revenue

Rental revenue arising from operating leases on investment properties is recognised upon receipt.

## Distribution revenue

Distributions from unit trusts and managed funds are recognised as at the date the unit value is quoted ex-distribution and if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at market value.

## Remeasurement changes in market values

Remeasurement changes in the market values of assets are recognised as income and determined as the difference between the market value at year-end or consideration received (if sold during the year) and the market value as at the prior year-end or cost (if acquired during the period).

## Contributions

Contributions and transfers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

## d. Liability for Accrued Benefits

The liability for accrued benefits represents the Fund's present obligation to pay benefits to members and beneficiaries, and has been calculated as the difference between the carrying amount of the assets and the carrying amount of the other payables and income tax liabilities as at the end of the reporting period.

## e. Critical Accounting Estimates and Judgements

The preparation of financial statements requires the trustees to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future period affected.

## Note 2: Liability for Accrued Benefits

	2022 \$	2021 \$
Liability for accrued benefits at beginning of year	2,918,150	2,364,337
Benefits accrued as a result of operations	169,612	577,188
Contribution and Investment Reserves	0	23,375
Current year member movements	23,375	(23,375)
Liability for accrued benefits at end of year	3,111,137	2,941,525

# Notes to the Financial Statements

For the year ended 30 June 2022

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## Note 3: Vested Benefits

Vested benefits are benefits that are not conditional upon continued membership of the fund (or any factor other than resignation from the plan) and include benefits which members were entitled to receive had they terminated their fund membership as at the end of the reporting period.

	2022 \$	2021 \$
Vested Benefits	3,111,137	2,941,525

## Note 4: Subsequent Event - COVID-19

Subsequent to the end of the financial year there have been considerable economic impacts in Australia and globally arising from the Coronavirus (COVID-19) pandemic, and Government actions to reduce the spread of the virus.

At the date of signing the financial statements the Trustees are unable to determine what financial effects the outbreak of the virus could have on the fund in the coming financial period.

No financial effects arising from the economic impacts of the virus have been included in the financial statements for the year ended 30 June 2022. The impacts may include a significant reduction in the carrying value of the SMSF assets and investments. The Trustees acknowledge their responsibility to continuously monitor the situation and evaluate this impact including whether the fund remains a going concern and its ability to pay its liabilities and future retirement benefits.

## SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section D, express the opinions detailed in Section E, on behalf of the entity detailed in Section B, for the financial year detailed in Section C.

This declaration is signed in accordance with a resolution of the trustee(s) / directors.

## SECTION B – FUND DETAILS

Fund Name	
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## SECTION C – FINANCIAL YEAR

Financial year end date	
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## SECTION D – TRUSTEE / DIRECTOR DETAILS

Trustee / Director name		Signature		Date	
Trustee / Director name		Signature		Date	

## SECTION E – OPINIONS

The trustee(s) have determined that the Fund is not a reporting entity.

The trustee(s) have determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 in this financial report.

The Trustee(s) believe the financial report presents fairly the financial position of the Fund and the results of its operations in accordance with the accounting policies described in Note 1 to the financial report.

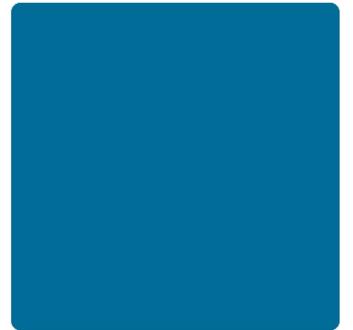
The Trustee(s) believe the financial report has been prepared in accordance with the requirements of the Trust Deed.

The Trustee(s) believe the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993.

## Member Reports

Member Reports, Contribution Confirmation

03



# Godfrey Family Super Fund

## Members Statement

Maureen Therese Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	John Peter Godfrey
Age:	64	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	114,947
Date Joined Fund:	02/07/2012		
Service Period Start Date:			
Date Left Fund:			
Member Code:	GODMAU00094A		
Account Start Date:	10/06/2020		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

### Your Balance

Total Benefits	114,947
<u>Preservation Components</u>	
Preserved	114,947
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	11,000
Taxable	104,947

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021	5,209	2,149
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		3,000
Personal Contributions (Non Concessional)	110,000	
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	783	557
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		450
Income Tax	310	47
No TFN Excess Contributions Tax		
Excess Contributions Tax	735	
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2022	114,947	5,209

**Godfrey Family Super Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Maureen Therese Godfrey  
Trustee

\_\_\_\_\_  
John Peter Godfrey  
Trustee

# Godfrey Family Super Fund

## Members Statement

Maureen Therese Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

		Nominated Beneficiaries:	John Peter Godfrey
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	369,079
Tax File Number:	Provided		
Date Joined Fund:	02/07/2012		
Service Period Start Date:	11/06/1996		
Date Left Fund:			
Member Code:	GODMAU00010P		
Account Start Date:	24/09/2018		
Account Phase:	Retirement Phase		
Account Description:	Pension		

### Your Balance

Total Benefits	369,079
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	369,079
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (100.00%)	
Taxable	

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021	361,698	293,761
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	14,611	73,817
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	7,230	5,880
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2022	369,079	361,698

**Godfrey Family Super Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Maureen Therese Godfrey  
Trustee

\_\_\_\_\_  
John Peter Godfrey  
Trustee

# Godfrey Family Super Fund

## Members Statement

Maureen Therese Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

		Nominated Beneficiaries:	John Peter Godfrey
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	819,740
Tax File Number:	Provided		
Date Joined Fund:	02/07/2012		
Service Period Start Date:	11/06/1996		
Date Left Fund:			
Member Code:	GODMAU00008P		
Account Start Date:	24/09/2018		
Account Phase:	Retirement Phase		
Account Description:	Pension		

### Your Balance

Total Benefits	819,740
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	819,740
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (45.51%)	
Taxable	

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021	803,362	652,592
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	32,458	163,820
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	16,080	13,050
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2022	819,740	803,362

**Godfrey Family Super Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Maureen Therese Godfrey  
Trustee

\_\_\_\_\_  
John Peter Godfrey  
Trustee

# Godfrey Family Super Fund

## Members Statement

John Peter Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth : Provided  
 Age: 65  
 Tax File Number: Provided  
 Date Joined Fund: 02/07/2012  
 Service Period Start Date:  
 Date Left Fund:  
 Member Code: GODJOH00092P  
 Account Start Date: 01/07/2020  
 Account Phase: Retirement Phase  
 Account Description: Pension

Nominated Beneficiaries: Maureen Therese Godfrey  
 Nomination Type: N/A  
 Vested Benefits: 1,070,971

### Your Balance

Total Benefits 1,070,971

#### Preservation Components

Preserved  
 Unrestricted Non Preserved 1,070,971  
 Restricted Non Preserved

#### Tax Components

Tax Free (100.00%)  
 Taxable

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021	1,049,560	
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	42,401	214,077
Internal Transfer In		852,533
<u>Decreases to Member account during the period</u>		
Pensions Paid	20,990	17,050
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2022	1,070,971	1,049,560

**Godfrey Family Super Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Maureen Therese Godfrey  
Trustee

\_\_\_\_\_  
John Peter Godfrey  
Trustee

# Godfrey Family Super Fund

## Members Statement

John Peter Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

		Nominated Beneficiaries:	Maureen Therese Godfrey
Date of Birth :	Provided	Nomination Type:	N/A
Age:	65	Vested Benefits:	698,760
Tax File Number:	Provided		
Date Joined Fund:	02/07/2012		
Service Period Start Date:	02/07/2012		
Date Left Fund:			
Member Code:	GODJOH00001P		
Account Start Date:	01/07/2016		
Account Phase:	Retirement Phase		
Account Description:	Pension		

### Your Balance

Total Benefits	698,760
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	698,760
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (42.36%)	
Taxable	

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021	684,801	556,289
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	27,659	139,642
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	13,700	11,130
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2022	698,760	684,801

**Godfrey Family Super Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Maureen Therese Godfrey  
Trustee

\_\_\_\_\_  
John Peter Godfrey  
Trustee

# Godfrey Family Super Fund

## Members Statement

John Peter Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth : Provided  
 Age: 65  
 Tax File Number: Provided  
 Date Joined Fund: 02/07/2012  
 Service Period Start Date: 01/06/1996  
 Date Left Fund:  
 Member Code: GODJOH00290P  
 Account Start Date: 01/07/2021  
 Account Phase: Retirement Phase  
 Account Description: Pension

Nominated Beneficiaries: Maureen Therese Godfrey  
 Nomination Type: Binding Nomination  
 Vested Benefits: 28,831

### Your Balance

Total Benefits 28,831

#### Preservation Components

Preserved  
 Unrestricted Non Preserved 28,831  
 Restricted Non Preserved

#### Tax Components

Tax Free (0.00%)  
 Taxable

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021		
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	1,159	
Internal Transfer In	28,257	
<u>Decreases to Member account during the period</u>		
Pensions Paid	585	
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2022	28,831	0

**Godfrey Family Super Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Maureen Therese Godfrey  
Trustee

\_\_\_\_\_  
John Peter Godfrey  
Trustee

# Godfrey Family Super Fund

## Members Statement

John Peter Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth : Provided  
 Age: 65  
 Tax File Number: Provided  
 Date Joined Fund: 02/07/2012  
 Service Period Start Date:  
 Date Left Fund:  
 Member Code: GODJOH00035P  
 Account Start Date: 16/12/2019  
 Account Phase: Retirement Phase  
 Account Description: Pension

Nominated Beneficiaries: Maureen Therese Godfrey  
 Nomination Type: N/A  
 Vested Benefits: 8,810

### Your Balance

Total Benefits 8,810

Preservation Components  
 Preserved  
 Unrestricted Non Preserved 8,810  
 Restricted Non Preserved

Tax Components  
 Tax Free (0.00%)  
 Taxable

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021	8,639	7,013
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	346	1,766
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	175	140
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2022	8,810	8,639

**Godfrey Family Super Fund**  
**Members Statement**

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**Trustee's Disclaimer**

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

\_\_\_\_\_  
Maureen Therese Godfrey  
Trustee

\_\_\_\_\_  
John Peter Godfrey  
Trustee

# Godfrey Family Super Fund

## Members Statement

John Peter Godfrey  
 31 Constellation Crescent  
 Bridgeman Downs, Queensland, 4035, Australia

### Your Details

Date of Birth : Provided  
 Age: 65  
 Tax File Number: Provided  
 Date Joined Fund: 02/07/2012  
 Service Period Start Date: 01/06/1996  
 Date Left Fund: 01/07/2021  
 Member Code: GODJOH00102A  
 Account Start Date: 22/01/2021  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries: Maureen Therese Godfrey  
 Nomination Type: Binding Nomination  
 Vested Benefits:

### Your Balance

#### Total Benefits

#### Preservation Components

Preserved  
 Unrestricted Non Preserved  
 Restricted Non Preserved

#### Tax Components

Tax Free  
 Taxable

### Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2021	4,882	
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)	27,500	25,000
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		9,277
Net Earnings		1,915
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	4,125	3,750
Income Tax		61
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		27,500
Superannuation Surcharge Tax		
Internal Transfer Out	28,257	
Closing balance at 30/06/2022	0	4,881

# Godfrey Family Super Fund

## Members Statement

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### Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

---

Maureen Therese Godfrey  
Trustee

---

John Peter Godfrey  
Trustee

# Contribution & Benefit Payment Confirmation

## SECTION A – FUND DETAILS

Fund name	
Balance date	

## SECTION B – DETAILS OF PERSON MAKING THE CONFIRMATION

I, whose details appear in Section C below, being the Member of the entity detailed in Section A, do hereby affirm and attest that the amounts and allocations detailed in Section D do accurately reflect the contributions made for and benefit payments drawn by the members detailed in Section D in respect of the year of income ended on the date detailed in Section A.

## SECTION C – CONTACT DETAILS OF PERSON MAKING THE CONFIRMATION

Name	
Postal Address	

## SECTION D – CONTRIBUTION, ROLL-OVER & BENEFIT PAYMENT DETAILS

Member Name				
Date of Birth				
Fund Phase				
Pension Type				
Employer Contributions				
Member Concessional Contributions				
Member Non-Concessional Contributions				
Govt Co-Contributions				
Other Contributions				
Roll-Ins				
Pension Payments				
Lump Sum Withdrawals				
Roll-Outs				

## SECTION E – SIGNATURE OF PERSON MAKING THE CONFIRMATION

Signature		Date	
-----------	--	------	--

**Subject Matter:** Commencement of an Account Based Pension

**Member Name:** Godfrey, John (the 'Member')

**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence an Account Based Pension.

I would like the Account Based Pension to commence on 01/07/2021.

I would like to finance the Account Based Pension with \$28,257 standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, Maureen.

My reversionary beneficiary's date of birth is 09/06/1958.

My date of birth is 16/05/1957.

My Tax File Number is Pro vid ed.

I permanently retired on 26/07/2016.

I would like for my pension to be paid periodically.

---

Godfrey, John

Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

This pension will operate in accordance with SIS Regulation 1.06(9A) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Account Based Pension. As the trust deed is silent in respect of a specific pension process, the Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
3. Calculate the annual pension payment in accordance with the relevant formula pertaining to an Account Based Pension.
4. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.
5. Provide the member with a return notification to confirm the various details of the pension.
6. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from the member's balance in the Fund.
7. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
8. Register as a Group Employer (if required), and deduct any PAYG Withholding Tax (as applicable) having regard to the TFN and PAYG Withholding Declarations made by the member.

---

Godfrey, John

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2021

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen ;  
;

**Chairperson:**

Godfrey, John was appointed Chairperson of the meeting.

**Receipt of Account Based Pension Commencement Notification:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence an Account Based Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 01/07/2021
2. be financed with \$28,257

**Pension Requirements:**

**IT WAS NOTED** that the Trustee(s) may offer an Account Based Pension pursuant to the Rules of the Fund's Trust Deed and Regulation 1.06 (9A) of the Superannuation Industry (Supervision) Regulations 1994 (SIS Regulations).

**Pension Implementation Procedures:**

**IT WAS AGREED** that any Account Based Pension is to be paid in accordance with the relevant rule(s) of the Fund's Trust Deed and the relevant governing rules. The pension will operate in accordance with SIS Regulation 1.06(9A).

The Trustee(s) note that the rules of the Fund are silent in respect of Account Based Pension procedures and thus the Trustee(s) decided to adopt the following:

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Account Based Pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Provide the Member with a return notification to confirm the various details of the Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
3. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
4. Commence to pay the pension in amounts determined with reference to the minimum limits imposed by the relevant rules and regulations.
5. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Account Based Pension.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

---

Godfrey, John  
Chairperson

Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

In accordance with your instructions \$28,257, standing to the credit of your Member's account in the Fund, will finance the Account Based Pension.

The Trustee(s) have reviewed your benefits and the Fund's Deed and confirm that the Pension is available to be paid to you. In order to commence the pension we need you to confirm the following information as soon as possible:

1. **Commencement Date of Pension:** 01/07/2021. The commencement date of the Account Based Pension is in accordance with your instructions to the Trustee(s).
2. **Proposed Pension Payment:** In accordance with the superannuation rules and regulations you must take at least one pension payment per year and this must be no less than the minimum payment for your age. The minimum payment is noted below.

**Minimum:** \$570

3. **Payments in excess of the Minimum:** In accordance with the superannuation rules and regulations you may draw an amount in excess of the minimum amount detailed above. Should you draw in excess of the minimum amount you may elect for the payment to be treated as an Eligible Termination Payment or Pension Payment.
4. **Tax Free Proportion:** Based on your pension commencement components your tax free proportion, being the tax free return of capital component of your Account Based Pension, is noted below:

**Tax Free Proportion:** 0.00%

5. **Reversionary Beneficiary:** This pension reverts on death.

6. **Frequency of Pension Payments:** . The payment frequency of the Account Based Pension is in accordance with your instructions to the Trustee(s).
7. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration Form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

---

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

---

**Held At:**

31 Constellation Crescent,  
Bridgeman Downs, QLD, 4035

**Meeting Date:**

01/07/2021

**Present:**

Godfrey, John (the 'Member');  
Godfrey, Maureen ;

**Chairperson:**

Godfrey, John was appointed Chairperson of the meeting.

**Pension Purchase Price:**

**IT WAS NOTED** that a notification has been received from the Member seeking to commence an Account Based Pension.

**IT WAS NOTED** that the Account Based Pension will:

1. commence on 01/07/2021
2. be financed with \$28,257

**Account Balance Components:**

**IT WAS NOTED** that the following amounts are held in the Fund attributable to the Member:

Taxable:	\$28,257
Tax Free:	\$0
Total:	\$28,257

**Preservation Status of Account Balance:**

**IT WAS NOTED** that the following amounts held in the Fund attributable to the Member have the following preservation status:

Preserved Component:	\$0
Restricted Component:	\$0
Unrestricted Non-Preserved:	\$28,257

**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has met a condition of release and there are sufficient monies in the Member's account with which to commence the desired pension.

**Pension Components:**

**IT WAS RESOLVED** that  of the Member's balance will be required to support the Account Based Pension. This amount comprises the following components:

Taxable:	<input type="text" value="\$28,257"/>
Tax Free:	<input type="text" value="\$0"/>

**Tax Free Proportion:**

**IT WAS NOTED** that the Account Based Pension will have a tax free proportion:

The Tax Free Proportion is .

**Minimum Drawdown:**

**IT WAS NOTED** that the Account Based Pension is subject to a minimum payment.

The Minimum Payment is .

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

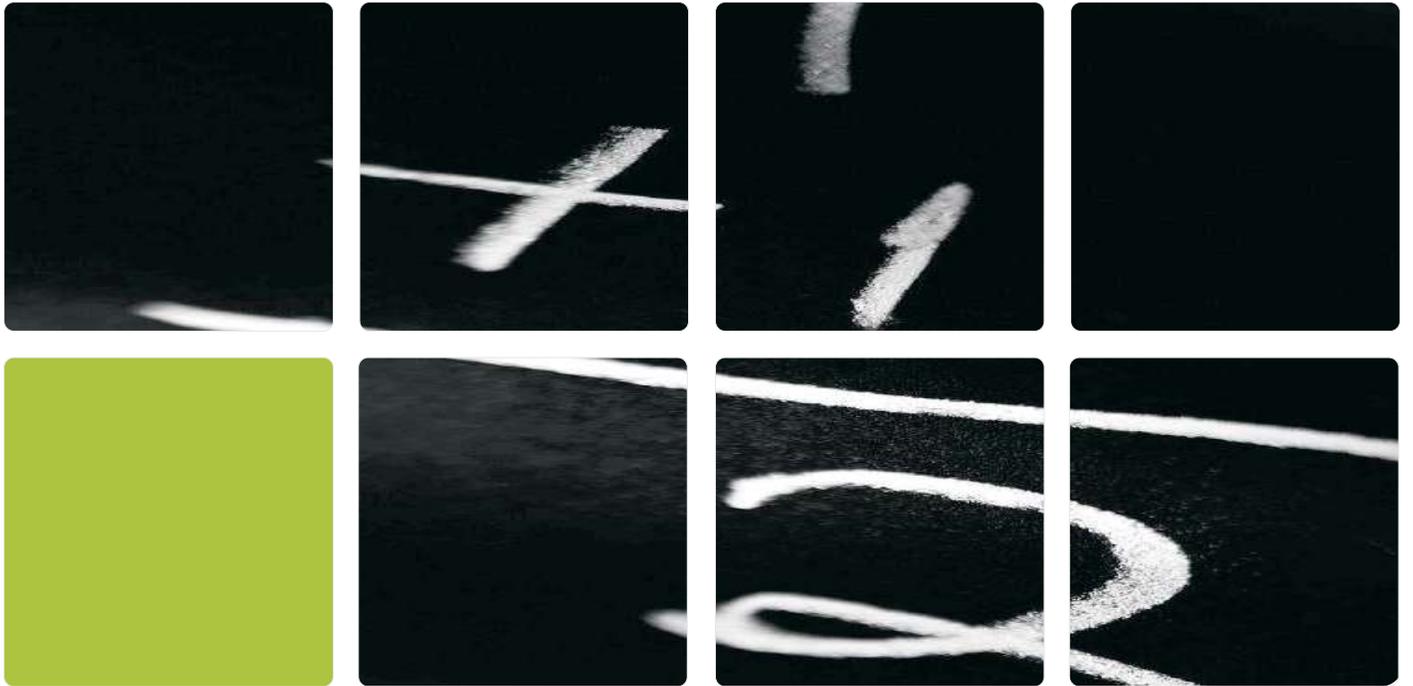
**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

---

Chairperson



## Investment Reports

Investment Summary Report,  
Investment Income Report

04

# Godfrey Family Super Fund

## Investment Summary Report

As at 30 June 2022

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%	
<b>Cash/Bank Accounts</b>									
	AMP SuperEdge Saver A/c (No. 705899078)	350,357.290000	350,357.29	350,357.29	350,357.29			11.65 %	
	Macquarie Cash Management A/c (No. 962083929)	100,049.340000	100,049.34	100,049.34	100,049.34			3.33 %	
			<b>450,406.63</b>		<b>450,406.63</b>			<b>14.98 %</b>	
<b>Shares in Listed Companies (Australian)</b>									
AGL.AX	AGL Energy Limited.	4,160.00	8.250000	34,320.00	24.81	103,227.40	(68,907.40)	(66.75) %	1.14 %
AMC.AX	Amcor Plc	7,540.00	18.040000	136,021.60	13.95	105,186.34	30,835.26	29.31 %	4.52 %
AZJ.AX	Aurizon Holdings Limited	27,430.00	3.800000	104,234.00	4.19	114,866.83	(10,632.83)	(9.26) %	3.47 %
ANZ.AX	Australia And New Zealand Banking Group Limited	7,810.00	22.030000	172,054.30	26.92	210,242.71	(38,188.41)	(18.16) %	5.72 %
BHP.AX	BHP Group Limited	6,400.00	41.250000	264,000.00	31.13	199,207.23	64,792.77	32.53 %	8.78 %
BXB.AX	Brambles Limited	10,970.00	10.710000	117,488.70	10.35	113,538.06	3,950.64	3.48 %	3.91 %
CGF.AX	Challenger Limited	15,220.00	6.840000	104,104.80	8.97	136,561.31	(32,456.51)	(23.77) %	3.46 %
CBA.AX	Commonwealth Bank Of Australia.	1,866.00	90.380000	168,649.08	81.90	152,831.86	15,817.22	10.35 %	5.61 %
HLS.AX	Healius Limited	27,930.00	3.670000	102,503.10	3.55	99,014.34	3,488.76	3.52 %	3.41 %
LNK.AX	Link Administration Holdings Limited	20,420.00	3.790000	77,391.80	4.18	85,255.10	(7,863.30)	(9.22) %	2.57 %
NAB.AX	National Australia Bank Limited	6,550.00	27.390000	179,404.50	26.66	174,606.85	4,797.65	2.75 %	5.97 %
RIO.AX	RIO Tinto Limited	1,230.00	102.700000	126,321.00	75.98	93,451.06	32,869.94	35.17 %	4.20 %
SUN.AX	Suncorp Group Limited	9,120.00	10.980000	100,137.60	13.07	119,228.37	(19,090.77)	(16.01) %	3.33 %
WES.AX	Wesfarmers Limited	1,640.00	41.910000	68,732.40	28.22	46,283.24	22,449.16	48.50 %	2.29 %
WBC.AX	Westpac Banking Corporation	8,910.00	19.500000	173,745.00	29.31	261,190.10	(87,445.10)	(33.48) %	5.78 %
WDS.AX	Woodside Energy Group Ltd	5,172.00	31.840000	164,676.48	31.23	161,500.87	3,175.61	1.97 %	5.48 %
WOW.AX	Woolworths Group Limited	2,102.00	35.600000	74,831.20	23.34	49,053.93	25,777.27	52.55 %	2.49 %
			<b>2,168,615.56</b>		<b>2,225,245.60</b>	<b>(56,630.04)</b>	<b>(2.54) %</b>	<b>72.12 %</b>	
<b>Units in Listed Unit Trusts (Australian)</b>									
HACK.AX	Betashares Global Cybersecurity Etf	1,020.00	8.710000	8,884.20	9.81	10,003.10	(1,118.90)	(11.19) %	0.30 %

# Godfrey Family Super Fund

## Investment Summary Report

As at 30 June 2022

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%	
UMAX.AX	Betashares S&p 500 Yield Maximiser Fund (managed Fund)	460.00	19.320000	8,887.20	21.71	9,986.50	(1,099.30)	(11.01) %	0.30 %
CLW.AX	Charter Hall Long Wale Reit	23,270.00	4.270000	99,362.90	5.05	117,445.49	(18,082.59)	(15.40) %	3.30 %
DXS.AX	Dexus Property Group	5,510.00	8.880000	48,928.80	11.11	61,231.69	(12,302.89)	(20.09) %	1.63 %
NSR.AX	National Storage Reit	39,550.00	2.140000	84,637.00	1.54	60,954.33	23,682.67	38.85 %	2.81 %
TCL.AX	Transurban Group	9,534.00	14.380000	137,098.92	11.42	108,868.15	28,230.77	25.93 %	4.56 %
				<b>387,799.02</b>		<b>368,489.26</b>	<b>19,309.76</b>	<b>5.24 %</b>	<b>12.90 %</b>
				<b>3,006,821.21</b>		<b>3,044,141.49</b>	<b>(37,320.28)</b>	<b>(1.23) %</b>	<b>100.00 %</b>

# Godfrey Family Super Fund

## Investment Income Report

As at 30 June 2022

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits * 1	Assessable Income (Excl. Capital Gains) * 2	TFN Credits	Other Deductions	Distributed Capital Gains	Non-Assessable Payments
<b>Bank Accounts</b>												
AMP SuperEdge Saver A/c (No. 705899078)	357.29			357.29				357.29				
Macquarie Cash Management A/c (No. 962083929)	144.28			144.28				144.28				
	<b>501.57</b>	<b>0.00</b>	<b>0.00</b>	<b>501.57</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>501.57</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Shares in Listed Companies (Australian)</b>												
AGL.AX AGL Energy Limited.	2,080.00		2,080.00					2,080.00				
AMC.AX Amcor Plc	4,936.43		4,936.43					4,936.43				
ALD.AX Ampol Limited	2,883.00	2,883.00				1,235.57		4,118.57				
AZJ.AX Aurizon Holdings Limited	6,830.07	5,501.08	1,328.99			2,357.60		9,187.67				
ANZ.AX Australia And New Zealand Banking Group Limited	11,090.20	11,090.20				4,752.94		15,843.14				
BHP.AX BHP Group Limited	68,331.88	68,331.88				29,285.09		97,616.97				
BXB.AX Brambles Limited	2,935.10	880.53	2,054.57			377.37		3,312.47				
CGF.AX Challenger Limited	2,866.45	2,866.45				1,228.48		4,094.93				
CBA.AX Commonwealth Bank Of Australia.	47,270.14	47,270.14				20,258.63		67,528.77				
EDV.AX Endeavour Group Limited	193.83	193.83				83.07		276.90				
HLS.AX Healius Limited	3,339.95	3,339.95				1,431.41		4,771.36				
LNK.AX Link Administration Holdings Limited	1,548.70	1,548.70				663.73		2,212.43				
NAB.AX National Australia Bank Limited	8,318.50	8,318.50				3,565.08		11,883.58				
ORA.AX Orora Limited	1,687.80		1,687.80					1,687.80				
RIO.AX RIO Tinto Limited	14,841.46	14,841.46				6,360.62		21,202.08				
SUN.AX Suncorp Group Limited	6,475.20	6,475.20				2,775.08		9,250.28				
WES.AX Wesfarmers Limited	2,788.00	2,788.00				1,194.86		3,982.86				
WBC.AX Westpac Banking Corporation	10,781.10	10,781.10				4,620.47		15,401.57				
WDS.AX Woodside Energy Group Ltd	7,300.50	7,300.50				3,128.79		10,429.29				
WOW.AX Woolworths Group Limited	22,452.78	22,452.78				9,622.61		32,075.39				
	<b>228,951.09</b>	<b>216,863.30</b>	<b>12,087.79</b>	<b>0.00</b>	<b>92,941.40</b>	<b>0.00</b>	<b>0.00</b>	<b>321,892.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Units in Listed Unit Trusts (Australian)</b>												
HACK.AX Betashares Global Cybersecurity Etf	694.36					32.81	15.49	48.30			1,355.92	-694.37

# Godfrey Family Super Fund

## Investment Income Report

As at 30 June 2022

Investment	Total Income	Franked	Unfranked	Interest/ Other	Franking Credits	Foreign Income	Foreign Credits * 1	Assessable Income (Excl. Capital Gains) * 2	TFN Credits	Other Deductions	Distributed Capital Gains	Non-Assessable Payments
UMAX.AX Betashares S&p 500 Yield Maximiser Fund (managed Fund)	333.98			0.01		111.84	11.21	123.06			151.38	70.75
CLW.AX Charter Hall Long Wale Reit	4,835.73			1,769.95				1,769.95				3,065.78
DXS.AX Dexus Property Group	1,132.38			669.09				669.09			1,821.22	-1,357.93
NSR.AX National Storage Reit	3,955.00			1,199.57		65.48	3.46	1,268.51				2,689.95
SKI.AX Spark Infrastructure Group	9,331.23	6,917.79		1,789.55	3,453.64			12,160.98				623.89
TCL.AX Transurban Group	3,804.06	102.02		1,870.36	43.72			2,016.10				1,831.68
	<b>24,086.74</b>	<b>7,019.81</b>	<b>0.00</b>	<b>7,298.53</b>	<b>3,497.36</b>	<b>210.13</b>	<b>30.16</b>	<b>18,055.99</b>	<b>0.00</b>	<b>0.00</b>	<b>3,328.52</b>	<b>6,229.75</b>
	<b>253,539.40</b>	<b>223,883.11</b>	<b>12,087.79</b>	<b>7,800.10</b>	<b>96,438.76</b>	<b>210.13</b>	<b>30.16</b>	<b>340,450.05</b>	<b>0.00</b>	<b>0.00</b>	<b>3,328.52</b>	<b>6,229.75</b>

Assessable Income (Excl. Capital Gains) **340,450.05**

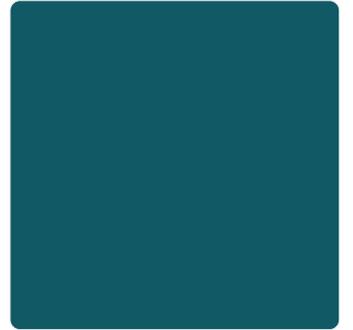
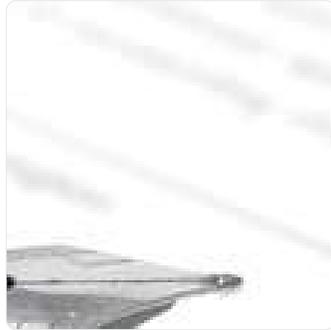
Net Capital Gain **2,336.66**

**Total Assessable Income 342,786.71**

\*1 Includes foreign credits from foreign capital gains.

\*2 Assessable Income in the SMSF Annual Return will be different as capital gains and losses from disposals of assets have not been included.

For a breakdown of Distributed Capital Gains and Non-Assessable Payments refer to Distributions Reconciliation Report. Includes foreign credits from foreign capital gains.



# SMSF Annual Return

SMSF Annual Return

# 05



**PART A**

**Electronic Lodgement Declaration (Form MS)**

This declaration is to be completed where the return is to be lodged via the Tax Office's Electronic Lodgment Service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

**Privacy**

*Your tax file number*

It is not an offence not to quote your (or if applicable, the partner's or beneficiary's) tax file number (TFN). However, you cannot lodge your income tax return electronically if you do not quote your TFN. The Tax Office is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return.

*The Australian Business Register*

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

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

Tax File Number	Name of Partnership, Trust, Fund or Entity	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

I authorise my tax agent to electronically transmit this tax return via the Electronic Lodgment Service.

**Important**

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

**Declaration:** I declare that:

- the current trustee and directors have authorised this return and it is documented as such in the Self Managed Superannuation Fund's record
- I have received the audit report and I am aware of any matters raised
- the agent is authorised to lodge this annual return, including any applicable schedules

Signature of Partner, Trustee or Public Officer	<input type="text"/>	Date	<input type="text"/>
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**PART C**

**Tax Agent's Certificate (Shared facility users only)**

I declare that,

- I have prepared this tax return in accordance with the information supplied by the trustees
- I have received a declaration from the trustees stating that the information provided to me is true and correct
- I am authorised by the trustees to lodge this annual return, including any applicable schedules

Agent's signature	<input type="text"/>	Date	<input type="text"/>
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Contact name

Agent's Phone No  Agent Ref No

---

# Self-managed superannuation fund annual return **2022**

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2022* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2022* (NAT 71606) (the instructions) can assist you to complete this annual return.
- ⊖ The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via [ABR.gov.au](http://ABR.gov.au) or complete the Change of details for superannuation entities form (NAT 3036).

## To complete this annual return

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

S M / T # S T

- Place  in ALL applicable boxes.

### ➤ Postal address for annual returns:

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

For example;

**Australian Taxation Office**  
GPO Box 9845  
SYDNEY NSW 2001

## Section A: Fund information

**1 Tax file number (TFN)**

➤ To assist processing, write the fund's TFN at the top of pages 3, 5, 7, 9 and 11.

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

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

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

**4 Current postal address**

Suburb/town

State/territory

Postcode

**5 Annual return status**

Is this an amendment to the SMSF's 2022 return?

**A** No  Yes

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

**B** No  Yes

Tax File Number

**6 SMSF auditor**

Auditor's name

Title: Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A**  /  /

Was Part A of the audit report qualified? **B** No  Yes

Was Part B of the audit report qualified? **C** No  Yes

If Part B of the audit report was qualified, have the reported issues been rectified? **D** No  Yes

**7 Electronic funds transfer (EFT)**

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

**A Fund's financial institution account details**

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

Fund BSB number  Fund account number

Fund account name

I would like my tax refunds made to this account.  Go to C.

**B Financial institution account details for tax refunds**

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

BSB number  Account number

Account name

**C Electronic service address alias**

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

Tax File Number

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

**9 Was the fund wound up during the income year?**

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

**10 Exempt current pension income**

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

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

No  Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

**E** Yes  Go to Section B: Income.

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

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

**Section B: Income**

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

**11 Income**

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

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2022*.

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

Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

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

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

**Calculation of assessable contributions**

Assessable employer contributions **R1** \$

plus Assessable personal contributions **R2** \$

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

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

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

\*Unfranked dividend amount **J** \$

\*Franked dividend amount **K** \$

\*Dividend franking credit **L** \$

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

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

**Calculation of non-arm's length income**

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

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

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

\*Other income **S** \$  Code

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

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

#This is a mandatory label.

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

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

Exempt current pension income **Y** \$

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

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

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

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	<b>A1</b> \$ <input style="width: 100%;" type="text"/>		<b>A2</b> \$ <input style="width: 100%;" type="text"/>
Interest expenses overseas	<b>B1</b> \$ <input style="width: 100%;" type="text"/>		<b>B2</b> \$ <input style="width: 100%;" type="text"/>
Capital works expenditure	<b>D1</b> \$ <input style="width: 100%;" type="text"/>		<b>D2</b> \$ <input style="width: 100%;" type="text"/>
Decline in value of depreciating assets	<b>E1</b> \$ <input style="width: 100%;" type="text"/>		<b>E2</b> \$ <input style="width: 100%;" type="text"/>
Insurance premiums – members	<b>F1</b> \$ <input style="width: 100%;" type="text"/>		<b>F2</b> \$ <input style="width: 100%;" type="text"/>
SMSF auditor fee	<b>H1</b> \$ <input style="width: 100%;" type="text"/>		<b>H2</b> \$ <input style="width: 100%;" type="text"/>
Investment expenses	<b>I1</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="76"/>		<b>I2</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="12,023"/>
Management and administration expenses	<b>J1</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="4"/>		<b>J2</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="771"/>
Forestry managed investment scheme expense	<b>U1</b> \$ <input style="width: 100%;" type="text"/>		<b>U2</b> \$ <input style="width: 100%;" type="text"/>
Other amounts	<b>L1</b> \$ <input style="width: 100%;" type="text"/>	Code <input style="width: 20px; height: 15px;" type="text"/>	<b>L2</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="8,016"/>
Tax losses deducted	<b>M1</b> \$ <input style="width: 100%;" type="text"/>		Code <input style="width: 20px; height: 15px;" type="text"/>

<b>TOTAL DEDUCTIONS</b>
<b>N</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="80"/>
(Total <b>A1</b> to <b>M1</b> )

<b>TOTAL NON-DEDUCTIBLE EXPENSES</b>
<b>Y</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="20,810"/>
(Total <b>A2</b> to <b>L2</b> )

<b>#TAXABLE INCOME OR LOSS</b>	Loss <input style="width: 20px; height: 15px;" type="text"/>
<b>O</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="2,065"/>	
(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)	

<b>TOTAL SMSF EXPENSES</b>
<b>Z</b> \$ <input style="width: 100%; text-align: right; border-bottom: 1px solid black;" type="text" value="20,890"/>
(N plus Y)

#This is a mandatory label.

## Section D: Income tax calculation statement

**#Important:**

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

**13 Calculation statement**

Please refer to the *Self-managed superannuation fund annual return instructions 2022* on how to complete the calculation statement.

#Taxable income **A** \$ 2,065*(an amount must be included even if it is zero)*#Tax on taxable income **T1** \$ 309.75*(an amount must be included even if it is zero)*#Tax on no-TFN-quoted contributions **J** \$ 0.00*(an amount must be included even if it is zero)*Gross tax **B** \$ 309.75*(T1 plus J)*

Foreign income tax offset

**C1** \$ 0.19

Rebates and tax offsets

**C2** \$

Non-refundable non-carry forward tax offsets

**C** \$ 0.19*(C1 plus C2)*

SUBTOTAL 1

**T2** \$ 309.56*(B less C – cannot be less than zero)*

Early stage venture capital limited partnership tax offset

**D1** \$ 0.00

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

**D2** \$ 0.00

Early stage investor tax offset

**D3** \$ 0.00

Early stage investor tax offset carried forward from previous year

**D4** \$ 0.00

Non-refundable carry forward tax offsets

**D** \$ 0.00*(D1 plus D2 plus D3 plus D4)*

SUBTOTAL 2

**T3** \$ 309.56*(T2 less D – cannot be less than zero)*

Complying fund's franking credits tax offset

**E1** \$ 96,438.76

No-TFN tax offset

**E2** \$

National rental affordability scheme tax offset

**E3** \$

Exploration credit tax offset

**E4** \$ 0.00

Refundable tax offsets

**E** \$ 96,438.76*(E1 plus E2 plus E3 plus E4)*#TAX PAYABLE **T5** \$ 0.00*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge

**G** \$

<b>H1</b>	Credit for interest on early payments – amount of interest	<input style="width: 90%;" type="text"/>		
<b>H2</b>	Credit for tax withheld – foreign resident withholding (excluding capital gains)	<input style="width: 90%;" type="text"/>		
<b>H3</b>	Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<input style="width: 90%;" type="text"/>		
<b>H5</b>	Credit for TFN amounts withheld from payments from closely held trusts	<input style="width: 90%;" type="text" value="0.00"/>		
<b>H6</b>	Credit for interest on no-TFN tax offset	<input style="width: 90%;" type="text"/>		
<b>H8</b>	Credit for foreign resident capital gains withholding amounts	<input style="width: 90%;" type="text" value="0.00"/>		
			<b>Eligible credits</b>	
			<b>H</b>	<input style="width: 90%;" type="text"/>
			(H1 plus H2 plus H3 plus H5 plus H6 plus H8)	

<b>#Tax offset refunds</b> (Remainder of refundable tax offsets)	<b>I</b>	<input style="width: 95%;" type="text" value="96,129.20"/>
<i>(unused amount from label E – an amount must be included even if it is zero)</i>		

**PAYG instalments raised**

**K** \$

**Supervisory levy**

**L** \$

**Supervisory levy adjustment for wound up funds**

**M** \$

**Supervisory levy adjustment for new funds**

**N** \$

<b>AMOUNT DUE OR REFUNDABLE</b> A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.	<b>S</b>	<input style="width: 95%;" type="text" value="-95,870.20"/>
<i>(T5 plus G less H less I less K plus L less M plus N)</i>		

#This is a mandatory label.

## Section E: Losses

### 14 Losses

**!** If total loss is greater than \$100,000, complete and attach a *Losses schedule 2022*.

Tax losses carried forward to later income years	<b>U</b>	<b>\$</b>	<input style="width: 95%;" type="text"/>
Net capital losses carried forward to later income years	<b>V</b>	<b>\$</b>	<input style="width: 95%;" type="text" value="69,786"/>

Section F: **Member information**

**MEMBER 1**

Title: Mr  Mrs  Miss  Ms  Other  \_\_\_\_\_

Family name **Godfrey**

First given name **Maureen** Other given names **Therese**

Member's TFN **484196947** Date of birth **09/06/1958**

**Contributions** OPENING ACCOUNT BALANCE \$ **1,170,268.48**

**!** Refer to instructions for completing these labels.

Employer contributions  
**A \$** \_\_\_\_\_

ABN of principal employer  
**A1** \_\_\_\_\_

Personal contributions  
**B \$** **110,000.00**

CGT small business retirement exemption  
**C \$** \_\_\_\_\_

CGT small business 15-year exemption amount  
**D \$** \_\_\_\_\_

Personal injury election  
**E \$** \_\_\_\_\_

Spouse and child contributions  
**F \$** \_\_\_\_\_

Other third party contributions  
**G \$** \_\_\_\_\_

Proceeds from primary residence disposal  
**H \$** \_\_\_\_\_

**H1** Receipt date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Assessable foreign superannuation fund amount  
**I \$** \_\_\_\_\_

Non-assessable foreign superannuation fund amount  
**J \$** \_\_\_\_\_

Transfer from reserve: assessable amount  
**K \$** \_\_\_\_\_

Transfer from reserve: non-assessable amount  
**L \$** \_\_\_\_\_

Contributions from non-complying funds and previously non-complying funds  
**T \$** \_\_\_\_\_

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

**TOTAL CONTRIBUTIONS N \$** **110,000.00**  
(Sum of labels **A** to **M**)

**Other transactions**

Accumulation phase account balance  
**S1 \$** **114,946.64**

Retirement phase account balance - Non CDBIS  
**S2 \$** **1,188,818.55**

Retirement phase account balance - CDBIS  
**S3 \$** **0.00**

**0** TRIS Count

**CLOSING ACCOUNT BALANCE S \$** **1,303,765.19**  
(**S1 plus S2 plus S3**)

Allocated earnings or losses  
**O \$** **47,541.67** Loss

Inward rollovers and transfers  
**P \$** \_\_\_\_\_

Outward rollovers and transfers  
**Q \$** \_\_\_\_\_

Lump Sum payments  
**R1 \$** **734.96** Code **G**

Income stream payments  
**R2 \$** **23,310.00** Code **M**

Accumulation phase value **X1 \$** \_\_\_\_\_

Retirement phase value **X2 \$** \_\_\_\_\_

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

Tax File Number 938704616

MEMBER 2

Title: Mr [X] Mrs [ ] Miss [ ] Ms [ ] Other [ ]

Family name Godfrey

First given name John Other given names Peter

Member's TFN 391007968 Date of birth 16/05/1957

Contributions OPENING ACCOUNT BALANCE \$ 1,771,256.51

Refer to instructions for completing these labels.

A \$ Employer contributions

A1 ABN of principal employer

B \$ Personal contributions

C \$ CGT small business retirement exemption

D \$ CGT small business 15-year exemption amount

E \$ Personal injury election

F \$ Spouse and child contributions

G \$ Other third party contributions

H \$ Proceeds from primary residence disposal

H1 Receipt date [ ] / [ ] / [ ]

I \$ Assessable foreign superannuation fund amount

J \$ Non-assessable foreign superannuation fund amount

K \$ Transfer from reserve: assessable amount

L \$ Transfer from reserve: non-assessable amount

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

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

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

Other transactions

S1 \$ Accumulation phase account balance 0.00

S2 \$ Retirement phase account balance - Non CDBIS 1,807,371.84

S3 \$ Retirement phase account balance - CDBIS 0.00

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 1,807,371.84 (S1 plus S2 plus S3)

O \$ Allocated earnings or losses 71,565.33 [ ] Loss

P \$ Inward rollovers and transfers

Q \$ Outward rollovers and transfers

R1 \$ Lump Sum payments [ ] Code

R2 \$ Income stream payments 35,450.00 [M] Code

Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount Y \$

**Section H: Assets and liabilities**

**15 ASSETS**

**15a Australian managed investments**

Listed trusts	<b>A \$</b>	387,799
Unlisted trusts	<b>B \$</b>	
Insurance policy	<b>C \$</b>	
Other managed investments	<b>D \$</b>	

**15b Australian direct investments**

<div style="border: 1px solid black; padding: 5px;"> <p><b>Limited recourse borrowing arrangements</b></p> <p>Australian residential real property <b>J1 \$</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span></p> <p>Australian non-residential real property <b>J2 \$</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span></p> <p>Overseas real property <b>J3 \$</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span></p> <p>Australian shares <b>J4 \$</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span></p> <p>Overseas shares <b>J5 \$</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span></p> <p>Other <b>J6 \$</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span></p> <p>Property count <b>J7</b> <span style="border: 1px solid black; display: inline-block; width: 50px; height: 20px;"></span></p> </div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Cash and term deposits</td> <td style="width: 10%;"><b>E \$</b></td> <td style="width: 50%; border: 1px solid black; text-align: right;">450,406</td> </tr> <tr> <td>Debt securities</td> <td><b>F \$</b></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Loans</td> <td><b>G \$</b></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Listed shares</td> <td><b>H \$</b></td> <td style="border: 1px solid black; text-align: right;">2,168,615</td> </tr> <tr> <td>Unlisted shares</td> <td><b>I \$</b></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Limited recourse borrowing arrangements</td> <td><b>J \$</b></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Non-residential real property</td> <td><b>K \$</b></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Residential real property</td> <td><b>L \$</b></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Collectables and personal use assets</td> <td><b>M \$</b></td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Other assets</td> <td><b>O \$</b></td> <td style="border: 1px solid black; text-align: right;">104,315</td> </tr> </table>	Cash and term deposits	<b>E \$</b>	450,406	Debt securities	<b>F \$</b>		Loans	<b>G \$</b>		Listed shares	<b>H \$</b>	2,168,615	Unlisted shares	<b>I \$</b>		Limited recourse borrowing arrangements	<b>J \$</b>		Non-residential real property	<b>K \$</b>		Residential real property	<b>L \$</b>		Collectables and personal use assets	<b>M \$</b>		Other assets	<b>O \$</b>	104,315
Cash and term deposits	<b>E \$</b>	450,406																													
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Collectables and personal use assets	<b>M \$</b>																														
Other assets	<b>O \$</b>	104,315																													

**15c Other investments**

Crypto-Currency	<b>N \$</b>	
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**15d Overseas direct investments**

Overseas shares	<b>P \$</b>	
Overseas non-residential real property	<b>Q \$</b>	
Overseas residential real property	<b>R \$</b>	
Overseas managed investments	<b>S \$</b>	
Other overseas assets	<b>T \$</b>	
<b>TOTAL AUSTRALIAN AND OVERSEAS ASSETS</b>		<b>U \$</b> 3,111,135
<small>(Sum of labels <b>A</b> to <b>T</b>)</small>		

**15e In-house assets**

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

**A** No  Yes  **\$**

**15f Limited recourse borrowing arrangements**

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

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

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements				
<b>V1</b> \$	<input style="width: 80%;" type="text"/>			
Permissible temporary borrowings				
<b>V2</b> \$	<input style="width: 80%;" type="text"/>			
Other borrowings				
<b>V3</b> \$	<input style="width: 80%;" type="text"/>	Borrowings	<b>V</b> \$	<input style="width: 80%;" type="text"/>
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G)				
		<b>W</b> \$		<input style="width: 80%; text-align: right; border: none;" type="text" value="3,111,135"/>
		Reserve accounts	<b>X</b> \$	<input style="width: 80%;" type="text"/>
		Other liabilities	<b>Y</b> \$	<input style="width: 80%;" type="text"/>
<b>TOTAL LIABILITIES</b>				<b>Z</b> \$ <input style="width: 80%; text-align: right; border: none;" type="text" value="3,111,135"/>

**Section I: Taxation of financial arrangements**

**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H** \$

Total TOFA losses **I** \$

**Section J: Other information**

**Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2021–22 income year, write **2022**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2022*. **B**

**Interposed entity election status**

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2022* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2022*. **D**

Section K: **Declarations**

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

**Important**

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

**Privacy**

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

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

**TRUSTEE'S OR DIRECTOR'S DECLARATION:**

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

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

Date  /  /

**Preferred trustee or director contact details:**

Title: Mr  Mrs  Miss  Ms  Other

Family name

Godfrey

First given name

Maureen

Other given names

Therese

Phone number 0421688490

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

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

**TAX AGENT'S DECLARATION:**

I declare that the *Self-managed superannuation fund annual return 2022* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date  /  /

**Tax agent's contact details**

Title: Mr  Mrs  Miss  Ms  Other

Family name

White

First given name

Felicity

Other given names

Tax agent's practice

CONNECTUS TAX PTY LTD

Tax agent's phone number

1300229178

Reference number

GODFREYF0001

Tax agent number

26071945

6 October 2022

The Trustees  
Godfrey Family Super Fund

Dear Trustees,

**Subject: Actuarial Certificate – Tax Exempt Percentage for the 2021/22 year  
Godfrey Family Super Fund**

Thank you for requesting this actuarial certificate from Verus SMSF Actuaries.

Results

We calculate that the tax exempt percentage for Godfrey Family Super Fund in the 2021/22 financial year is **99.37%**.

More Information

Further details regarding this actuarial certificate are contained in the appendices, including:

- Appendix 1: Data Summary
- Appendix 2: Detailed Results
- Appendix 3: Further Information

Note that the results in this certificate are based on the information provided to us. If there are any material changes to the information provided, please contact us, as the results may need to be updated.

If you would like to discuss any aspect of this actuarial certificate, please don't hesitate to contact us.

Yours sincerely,



**Geoff Morley**, BCom, BSc, FIAA  
Consulting Actuary

Verus Reference Number: E13512926279

## Appendix 1 - Data Summary

### Fund Details

Fund Name	Godfrey Family Super Fund
Name of Trustees	John Godfrey
	Maureen Godfrey
Tax Year for Actuarial Certificate	2021/22
ABN of Fund	60 945 033 893

### Member Details

Members' Names	John Godfrey
	Maureen Godfrey

### Financial Details

	Amount (\$)
Opening Balance at 1 July 2021	2,941,524.99
Concessional Contributions	0.00
Non-concessional Contributions	110,000.00
Rollovers-in	0.00
Rollovers-out	0.00
Lump Sum and Pension Benefits Paid	58,760.00
Other Net Income	118,261.94
Closing Balance at 30 June 2022	3,111,026.93

We understand that the Fund's financial statements have not been audited at the time this certificate has been prepared.

### Segregation

The Fund did not have any segregated current pension assets during the financial year.

**Appendix 2 - Detailed Results**

Tax Exempt Percentage

This actuarial certificate has been prepared to provide the tax exempt percentage applying to Godfrey Family Super Fund for the 2021/22 financial year.

During the 2021/22 financial year, the Fund contained only member accounts in accumulation phase and account based pensions. Therefore no assumptions about future inflation, investment returns or discount rates have been required to calculate the tax exempt percentage. Only data regarding the Fund’s balances in accumulation phase and the Fund’s balances in retirement phase plus details of transactions within, to and from the Fund during the year have been provided for this calculation.

Using the data supplied, we have calculated the tax exempt percentage based on the ratio below:

$$\frac{\text{Average value of current pension liabilities}}{\text{Average value of superannuation liabilities}}$$

$$= \$2,891,597 / \$2,909,902$$

$$= 99.37\%$$

The values for the current pension liabilities and the superannuation liabilities shown above are time weighted average balances over the financial year. Segregated current pension assets and segregated non-current assets (if any) have been excluded from the values shown above.

Member Breakdown

To assist you, we have also calculated the breakdown of the tax exempt percentage between the Fund’s members, as follows:

<b>Member Name</b>	<b>Tax Exempt Percentage</b>	<b>Taxable Percentage</b>
John Godfrey	59.95%	0.00%
Maureen Godfrey	39.42%	0.63%
Reserve	0.00%	0.00%
<b>Total</b>	<b>99.37%</b>	<b>0.63%</b>

This breakdown between members is not required for the Fund’s tax return, but may assist in other ways, for example with allocating the Fund’s tax liabilities between members.

**Appendix 3 - Further Information**

Actuarial Standards

This actuarial certificate has been prepared in accordance with Professional Standard 406 of the Institute of Actuaries of Australia.

Other Comments

We have been informed by the trustee and/or their advisors that the relevant pension liabilities meet the requirements to be considered a retirement phase superannuation income stream. We have relied upon this information in preparing this actuarial certificate.

As required under Professional Standard 406, we are satisfied that the value of particular liabilities of the Fund at a particular time as set out in this certificate is the amount of the Fund’s assets, together with any future contributions in respect of the benefits concerned and expected earnings on the assets and contributions after that time, that would provide the amount required to discharge those liabilities as they fall due.

We also document the following information items provided to us, and upon which we have relied, when preparing this certificate:

<b>Item</b>	<b>Information Provided</b>
Does the Fund meet the definition of Disregarded Small Fund Assets for the tax year covered by this certificate?	No
Have the trustee(s) chosen (if eligible) to treat all of the assets of the fund as not being segregated current pension assets for the whole of the tax year covered by this certificate?	No

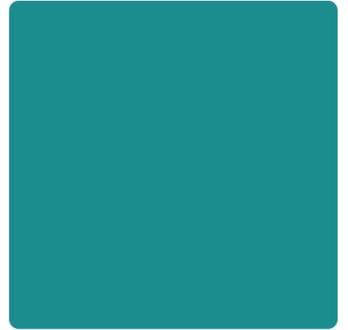
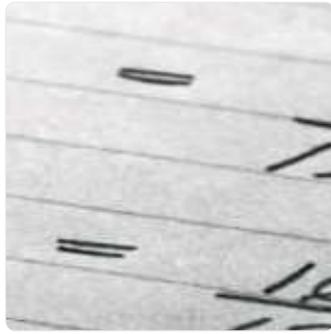
Requirement for and Use of Actuarial Certification

This actuarial certificate is required so that the Fund can claim an exemption from tax on the investment income derived from the unsegregated assets supporting members’ balances that are in retirement phase. The certificate should be obtained before the Fund submits its tax return. It does not need to be submitted with the Fund’s tax return, but should be retained in the Fund’s records.

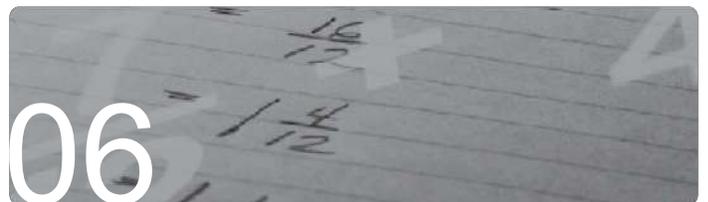
An actuarial certificate is required for a Fund that has been partly in retirement phase and partly in accumulation phase during the year and which is not applying the segregated method throughout the year. Therefore an actuarial certificate is not required if:

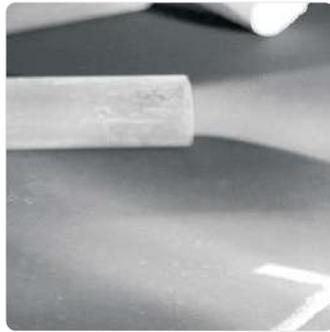
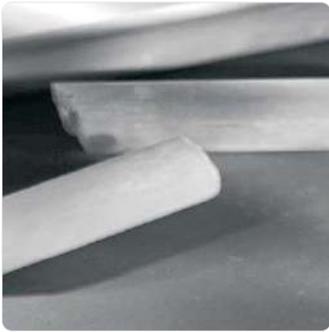
- The Fund was entirely in accumulation phase for the whole of the tax year; or
- The Fund was entirely in retirement phase for the whole of the tax year; or
- The Fund’s retirement phase assets and accumulation phase assets were fully segregated throughout the tax year.

The tax exempt percentage should be applied to the Fund’s assessable income (excluding any non-arm’s length income, concessional contributions and any income derived from segregated assets) to determine how much income is exempt from tax.



Invoice(s)  
Invoice(s)





## Minutes & Audit Engagement Documents

Minutes of Meeting, Audit Engagement Documents

07



# Memorandum of Resolutions of

Maureen Godfrey and John Godfrey  
ATF Godfrey Family Super Fund

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## **FINANCIAL STATEMENTS OF SUPERANNUATION FUND:**

It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is not a reporting entity and therefore is not required to comply with all Australian Accounting Standards.

It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2022 thereon be adopted.

## **TRUSTEE'S DECLARATION:**

It was resolved that the trustee's declaration of the Superannuation Fund be signed.

## **ANNUAL RETURN:**

Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2022, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

## **TRUST DEED:**

It was resolved that the advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.

## **INVESTMENT STRATEGY:**

The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.

## **INSURANCE COVER:**

The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.

## **ALLOCATION OF INCOME:**

It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).

## **INVESTMENT ACQUISITIONS:**

It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2022.

## **INVESTMENT DISPOSALS:**

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2022.

## **AUDITORS:**

It was resolved that

AXiA Audit Super Pty Ltd

of

PO Box 3553, Australia Fair, Queensland 4215

act as auditors of the Fund for the next financial year.

## **TAX AGENTS:**

It was resolved that

Connectus Tax Pty Ltd

act as tax agents of the Fund for the next financial year.

## **TRUSTEE STATUS:**

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the

# Memorandum of Resolutions of

Maureen Godfrey and John Godfrey  
ATF Godfrey Family Super Fund

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Fund and that they are not disqualified persons as defined by s 120 of the SISA.

## CONTRIBUTIONS RECEIVED:

It was resolved that the contributions during the year be allocated to members on the basis of the tabled Contribution & Benefit Payment Confirmation. The

trustee noted that all members contributing to the Fund had indicated that they met all necessary age based requirements.

It was noted that where any member indicated their intent to claim a tax deduction for contributions made to the Fund during the year on the tabled Contribution & Benefit Payment Confirmation, that the Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

Where a Contribution & Benefit Payment Confirmation was accepted as a Notice of Intent to Claim a Tax Deduction for the financial year ended 30 June 2021, in accordance with the requirements of s290-170 of ITAA97, the contributions covered by this Contribution & Benefit Payment Confirmation have not been included in an earlier notice.

Where member contributions or employer contributions (except mandated contributions) have been accepted by the Fund during the year, and the member was not under the relevant age (65 before 30 June 2020 and 67 from 01 July 2020) but is under 75, the trustee confirms that they are satisfied that the member has been gainfully employed at least on a part-time basis during the financial year in which the contribution is made. Further, the trustee confirms the member has made a declaration to this effect.

The basic work test for accepting contributions is to work for remuneration for at least 40 hours in a continual 30 day period within the year the contribution was made.

## PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

It was noted that the member(s) also confirmed that they received the benefit payment(s) in accordance with the amount shown on their Member Statement arising from Superannuation Lump Sum Payment(s) and/or Superannuation Income Stream(s).

The trustee confirmed that, just before the start of the income year (ie 30 June 2018), no Fund member, who had retirement phase pension from any fund, had a total superannuation balance that exceeds \$1.6 million.

## CLOSURE:

Signed as a true record –

.....  
Maureen Godfrey

.....  
John Godfrey

# General Authority Letter

## SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section C below, do hereby expressly approve and authorise SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988), whose details appear in Section D below, and their agents, to access all information held by you in relation to the entity whose details appear in Section B below.

I / We authorise for this information to be released verbally, via email, post or fax as requested by SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988). Where possible, we sanction SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988) access to online, view-only, non- transactional access to this information and request your assistance in establishing the same.

This Authority is effective from the Effective Date stipulated in Section B. I am / We are aware that I / we can revoke this authority at any time. Please accept a photocopy, facsimile or scanned copy of this letter as authority, as the original will stay on our file at SMSF Administration Solutions Pty Ltd.

I / We declare that, to the best of my / our knowledge, at the date hereof, the information provided in this form is true and correct.

## SECTION B – SUPER FUND DETAILS

Super Fund Name

Super Fund Address

Effective Date

Period of Authority

Ongoing

## SECTION C – SUPER FUND TRUSTEE / CORPORATE TRUSTEE DIRECTOR DETAILS

Trustee / Director Name

Signature

\_\_\_\_\_

Date of Birth

Trustee / Director Name

Signature

\_\_\_\_\_

Date of Birth

Trustee / Director Name

Signature

\_\_\_\_\_

Date of Birth

Trustee / Director Name

Signature

\_\_\_\_\_

Date of Birth

## SECTION D – AUTHORISED ENTITY DETAILS

**Company Name**

SMSF Administration Solutions Pty Ltd

**ABN**

76 097 695 988

**Office Adviser Code**

B735

**Postal Address**

GPO Box 9981, Adelaide South Australia 5001

**Phone**

1300 023 170

**Email Address**

requests@superfundadmin.com.au

**Private & Confidential**

The Trustee/s

Dear Trustee/s

**AUDIT ENGAGEMENT LETTER – AUDIT OF SUPERANNUATION FUND  
(the 'Fund'):**

You have requested that I complete the financial and compliance audit of your Fund for the year ended . I am pleased to confirm my acceptance of the appointment and would now like to set out my understanding of the terms of this engagement, our responsibilities and the process I will undertake to complete the audit by means of this letter.

**Audit of the Financial Report**

In accordance with Section 35C of the *Superannuation Industry (Supervision) Act 1993 ('SISA')*, the financial report of a regulated superannuation fund must be audited by an approved auditor. The auditor must give the trustee a report on the special purpose financial report in the approved form within the prescribed time after the year of income to which the financial report relates. Our report must be read in conjunction with the accompanying Management Letter and SISA Section 129 Notice, as applicable.

My responsibilities include obtaining reasonable assurance that the financial report, taken as a whole, is free from material misstatement, whether caused by fraud or error. Notwithstanding this responsibility, due to the inherent limitations of an audit, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the Australian Auditing Standards.

The work undertaken by me to form an opinion is permeated by judgement, in particular regarding the nature, timing and extent of the audit procedures for gathering of audit evidence and the drawing of conclusions based on the audit evidence gathered. In addition, there are inherent limitations in any audit, and these include the use of testing, the inherent limitations of any internal control structure, the possibility of collusion to commit fraud, and the fact that most audit evidence is persuasive rather than conclusive. As a result, my audit can only provide reasonable – not absolute – assurance that the financial report is free from material misstatement.

**Trustee's Obligations**

I direct your attention to the fact that it is the responsibility of each trustee for the maintenance of adequate accounting records and internal controls, the safeguarding of the assets of the Fund, the selection and application of accounting policies, the preparation of the special purpose financial report and returns, and compliance, at all times, with the SISA.

These duties are imposed upon the Trustees by the trust deed and the SISA. The Trustees are required to keep minutes of meetings, reports and records of changes of Trustees for ten years.

The financial report must be prepared using an acceptable financial reporting framework.

I note that each trustee is responsible for providing access to all information that is relevant to the preparation of the financial report, and any additional information that may be required as part of the audit. In particular,

I further note that each trustee is responsible for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. Your signature below evidences your understanding and acknowledgement of these responsibilities, and confirms these pre-conditions have been met by each Fund trustee.

The audit of the financial report does not relieve the trustee of their individual responsibilities.

My audit will be conducted in accordance with Australian Auditing Standards. The objective of the audit is to obtain a reasonable assurance about whether the special purpose financial report as a whole is free from material misstatement, whether due to fraud or error and to issue an audit report on the financial report.

My responsibilities also include ensuring compliance with all relevant ethical requirements. I must ensure I plan and perform the audit with professional scepticism, whilst recognising that circumstances may exist that can cause the financial report to be materially misstated. Whilst undertaking the audit, I am also required to exercise professional judgment in planning and performing my work.

My audit will be planned and conducted primarily to enable me to express a professional opinion as to whether the financial report complies with Australian Accounting Standards and other mandatory professional reporting requirements as adopted by the trustee in writing but, also, so as to have reasonable expectation of detecting those material misstatements arising as a result of irregularities which would have a material effect on the financial report. Unless otherwise agreed to in writing, I assume no responsibility to design audit procedures to identify matters that may be appropriate to report to you.

I am required to communicate the planned scope and timing of my audit, and I note the scope of my audit will be sufficient to perform my duties as the auditor of the Fund. The timing of the audit will be dictated by the provision of relevant documentation to commence the audit, together with responses to audit queries we raise with you or your Audit Intermediary (being your Fund Administrator, Financial Advisor and/or Accountant). Generally speaking, the auditing standards require a presumption that revenue recognition, and the possibility of the trustee overriding internal controls as significant risks.

My audit work involves examination, on a test basis, of evidence supporting the amounts and other disclosures in the financial report in order to form an opinion as to whether, in all material respects, the financial report:

- Is presented fairly in accordance with the accounting policies described in the Notes to the Financial Statements; and
- Fairly represents the financial position of the Fund at balance date and its operating results for the year then ended.

As the auditor of your Fund, I note I am not responsible for investment decisions. You should not consider the receipt of an unmodified audit report a validation of investment choices made as the trustee of the Fund. Investment decisions, and the resultant outcomes, are the responsibility of the trustee. Your signature below acknowledges each trustee is responsible for investment decisions and outcomes.

As part of our audit, I will request from the trustees written confirmation concerning representations made to me in connection with the audit. Such representations may be furnished via the Management Representation Letter, email correspondence, or in any other format requested by my office or I. I may also rely on representations made by your Fund Administrator, Financial Advisor and/or Accountant (the '**Audit Intermediary**'), as applicable. All such representations form part of our audit workpaper file. Execution of such representations are intended to operate in accordance with the signing parameters outlined in SISA Section 35B(3).

Any requests for documentation required for the audit of your Fund must be provided within 14 days of the request being made under Section 35C(2) of the SISA.

I am required by the Australian Auditing Standards to include an *Emphasis of Matter* paragraph in our audit report; the anticipated wording will be:

*Without modifying my opinion, I draw attention to Note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist the Fund meet the requirements of the Superannuation Industry (Supervision) Act 1993 ('SISA') and the Superannuation Industry (Supervision) Regulations 1994 ('SISR'). As a result, the financial report may not be suitable for other purposes and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.*

In the first year of our engagement, I am also required to draw attention to the fact that the financial report in the prior period was audited by a different auditor. Depending upon how this is to be addressed, my audit report may include a qualified opinion on Opening Balances or an Other Matter paragraph. I note I am required to include the name of the previous auditor, whether their audit opinion was modified and the date of their audit report.

### **Audit Communications**

If my audit report requires an additional Emphasis of Matter paragraph, or an Other Matter paragraph, I am obligated to communicate with you regarding the inclusion of such an additional paragraph, along with the anticipated wording.

Notwithstanding the ATO publish the required wording of the audit report that I am required to use, there may be circumstances in which my report may differ from its expected form and content. An audit opinion may be modified, typically as a qualified opinion, or an adverse opinion may be issued. In certain cases, a disclaimer of opinion may be appropriate. Again, I am obligated to communicate with you regarding any modification to my opinion, along with the anticipated wording.

I am required to inform you of certain uncorrected misstatements identified during the audit, and I must obtain representations from you acknowledging the uncorrected misstatements have been brought to your attention, and that you have considered the effects of these misstatements to be either material or immaterial individually and in aggregate to the financial report.

At the completion of the audit, I will prepare an Audit Management Letter to advise you of any matters encountered during the course of the audit that I believe should be brought to your attention. Please note you should not assume that matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters that you should be aware of in meeting your responsibilities. The Audit Management Letter and Independent Auditor's Report including Section 129 Notice if applicable, are provided solely for the information and use of the trustee and should not be used for any other purpose

### **Audit of SIS Compliance**

I acknowledge that I am a member of a practice that applies ASQC 1, and that I have the assurance skills and techniques developed through intensive training and practical application, and that I have sufficient competence in the audit of self managed superannuation funds to accept responsibility for the assurance opinion that will be issued.

I acknowledge that during the compliance engagement, I will apply professional scepticism, exercise my professional judgment, and apply assurance skills and techniques in the planning and performing of the compliance engagement.

I am also required to form an opinion in respect of compliance with certain aspects of SISA and the SISR thereto, being the *Superannuation Industry (Supervision) Regulations 1994* ('SISR'), referred to as the Listed Provisions below. My Audit Report must be read in conjunction with the accompanying Management Letter and SISA Section 129 Notice, as applicable. I direct your attention to the fact that it is each trustee's responsibility to ensure compliance with SISA and the SISR. I note each trustee is responsible for providing access to all information that is relevant to the compliance engagement, and any additional information that may be required as part of the compliance engagement.

I note this is a direct engagement, and the compliance aspect of my audit is considered to be a reasonable assurance engagement. That is, I am required to plan the compliance engagement to reduce the engagement risk to an acceptably low level. The compliance aspect of the assurance report is intended to be used by the trustee of the Fund, and the legislative provisions requiring audit are determined by the Australian Taxation Office ('ATO') (the 'Listed Provisions').

The assurance report, applicable to the year ended \_\_\_\_\_, must refer to the following SISA Sections and SISR Regulations:

**Sections:** 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K; and

**Regulations:** 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

The above Listed Provisions (also known as the applicable criteria) define the scope of the compliance engagement, and are the only compliance requirements being covered by this compliance engagement.

The trustee is responsible for complying with the Listed Provisions, including the identification of risks that might threaten Fund compliance. The trustee is responsible for designing and maintaining internal controls to mitigate these risks, including the risk of fraud in the hope that these risks do not prevent the Fund's ability to comply with the Listed Provisions.

Your signature below evidences your understanding and acknowledgement of these responsibilities.

#### Report on Significant Matters

Under Section 129 of SISA, I am required to report to you in writing if, during the course of, or in connection with, my audit, I become aware of any contravention of the Act or Regulations which I believe has occurred, is occurring or may occur. There are instances where I will be obligated to report the contravention(s) to the ATO. I am also required under Section 130 to report to you and the ATO if I believe the Fund may be about to become, or may be in an unsatisfactory financial position.

There may also be instances where I am obligated to report to the ATO under Section 130BA of the SISA.

#### Report on Other Matters

At the completion of the compliance audit, I will incorporate into my Audit Management Letter details of any non-compliance (unless considered clearly trivial) with the Listed Provisions not already communicated above under Significant Matters.

My procedures do not include a review of each member's Total Superannuation Balance (TSB), Transfer Balance Account Report (TBAR), Member Statements and the Fund's Self-Managed Superannuation Fund Annual Return. Accordingly, no opinion will be given and no responsibility taken for any issues arising from any inaccuracies regarding each member's TSB, the TBARs and Self-Managed Superannuation Fund Annual Return lodged with the ATO, nor the content of the Member Statements.

**Compliance with Professional Standards**

Where we suspect there may be any non-compliance with laws or regulations, we are required under APES 110 issued by the Accounting Professional & Ethical Standards Board to consider this matter. This may involve making further enquiries, considering the position and taking actions considered to be appropriate, with the objective being to rectify, remediate or mitigate the consequences of the non-compliance. This extends to a public interest duty as defined by APES 110.

**Privacy and Quality Control**

The conduct of my audit in accordance with Australian Auditing Standards means that information acquired by me in the course of the audit is subject to strict confidentiality requirements. I am also subject to the *Privacy Act 1988* in the handling of personal information.

I will not use any personal information obtained during the audit for any purposes other than for the purpose of conducting the audit.

I will keep secure personal information obtained during the audit to ensure it is not misused, lost, or improperly accessed, modified or disclosed. After completing the audit, I will return to you any physical documents containing personal information that I obtain from you during the course of the audit, except for copies or extracts as required to be retained by Auditing Standards.

Information will not be disclosed by me to other parties except as required or allowed for by law or professional standards, or with your authority. My audit files may, however, be subject to review as part of the quality control review program of the Institute of Public Accountants ('IPA'), the Chartered Accountants Australia And New Zealand ('CA ANZ'), CPA Australia ('CPA'), or any of the other Australian accounting bodies, which monitor compliance with professional standards by their members. My audit files may also be subject to review by the ATO or the Australian Securities and Investments Commission ('ASIC').

I advise you that by signing this letter you acknowledge that, if requested, my audit files relating to this audit will be made available under either of these review programs. Should this occur, I will advise you. The same strict confidentiality requirements apply under all the Australian accounting bodies, ATO and ASIC reviews that apply to me as your auditor.

**Presentation of Audited Financial Statements on the Internet**

Should the trustees of the Fund intend to electronically present the audited financial statements and audit report on an internet website, the security controls over information on the website should be addressed by the trustees to maintain the integrity of the data presented. The examination of the controls over the electronic presentation of audited financial information on a website is beyond the scope of the audit of the financial statements. Responsibility for the electronic presentation of the financial statements on a website is that of the trustees of the Fund.

**Fees**

I look forward to full co-operation with you and/or your Audit Intermediary and trust that you will make available to our office and I whatever records, documentation and other information are requested in connection with my audit. My fee is based on the time required by the individuals assigned to the engagement plus out-of-pocket expenses, and is payable upon issuance of my invoice. I note that, in certain instances, third parties contacted by our office in the conduct of my audit, may impose a fee for their services. This will typically apply to, but is not limited to, the provision of Bank Audit Certificates. Such costs are to be borne by the Fund's trustees.

Notwithstanding your (or my) right to terminate this engagement, there may be instances where I am still required to report on significant matters, as noted above, after the date of termination. You acknowledge that any time spent undertaking such obligations are to be paid for by the Fund, along with any direct or incidental costs in connection with these obligations, including but not limited to specific legal advice, the cost of any consultations with other professionals, and any other associated costs.

### Cloud Computing

We utilise third party cloud computing software systems as part of our service delivery to you. We have assessed these service providers and have taken all reasonable measures to protect your privacy. Specifically, our firm uses:

- *Microsoft 360* for word processing and spreadsheets,
- *Google Business Email and Docs* for email services and spreadsheets respectively
- In-house cloud computing software systems for conducting the audit and managing workflow
- *Microsoft Azure Data Centre* for on-demand access to networks, servers and data storage, including backups.

We understand that *Microsoft 360* and *Google Business Email and Docs* utilise globally distributed data centre infrastructure. The *Microsoft Azure Data Centre* utilised in our service delivery for storage of all data and server backups is located in Sydney, Australia. All such systems are accessible only to authorised personnel.

### Outsourced Services

As part of our service delivery to you, our firm utilises the services of an outsourcing service based in Maharashtra, India whose team members and management are under our direction. We utilise this service for collation of audit documentation. All work is monitored, reviewed, and completed by us. Signing this engagement is an acceptance of the use of our outsourcing service for this engagement.

Please also note that this engagement is limited liability engagement. Liability is limited by a scheme approved under Professional Standards Legislation.

Please sign and return this letter, together with other documents housed within the Audit Engagement Package, to my office to indicate that it is in accordance with your understanding of the arrangements for our engagement. Should a signed copy of the same not be provided to our office, delivery of our signed audit report may be delayed.

### Other

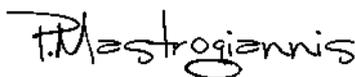
Prior to my accepting this appointment as auditor, I am obligated to contact your previous auditor. I may also need to request documentation, that may be contained in the audit file of your previous auditor. Your signature below permits my office or I to do this, and permits the previous auditor to provide that information. Should you not wish for my office or I to contact your previous auditor, please contact us to discuss the same.

This letter will be effective for future years until either party advises of any change in the arrangement. Please note that the engagement auditor assigned to this engagement will be allocated when the file is received for audit. On this basis, the auditor assigned may not be the undersigned and I may, on an as needs basis, engage additional external resources to assist in the engagement. However, the terms of the engagement remain the same as outlined in this letter.

Yours faithfully,

### AXiA SUPER AUDITS

[ABN 73 133 954 211]



### Peter Mastrogiannis

Director

*Liability limited by a scheme approved under Professional Standards Legislation.*

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated:     /     /

**Private & Confidential**

Peter Mastrogiannis  
AXiA Super Audits Pty Ltd  
PO Box 3553  
AUSTRALIA FAIR QLD 4215

Dear Sir,

**MANAGEMENT REPRESENTATION LETTER  
(the 'Fund'):**

In connection with your examination of our Fund for the financial year, we acknowledge that:

1. The Fund is not a reporting entity and the special purpose financial report is for distribution to Fund members. The preparation of the financial report satisfies the requirements of the *Superannuation Industry (Supervision) Act 1993* (the '**SISA**') and the *Superannuation Industry (Supervision) Regulations 1994* (the '**SISR**');
2. The financial statements of the Fund for the year ended are presented fairly in all material aspects, in accordance with the accounting policies adopted and as set out in the notes to the accounts; and
3. The operations of the Fund during the income year ended were conducted in accordance with the requirements of the SISA and SISR.

This letter is provided in connection with your audit of the financial statements and your determination of the Fund's compliance with the SISA and SISR for the year ended .

This letter should aid you in expressing an opinion as to whether:

- The financial statements are, in all material aspects, presented fairly and in accordance with the accounting principles adopted by the Fund and as set out in the notes to the financial statements; and
- Whether the Fund has complied, in all material aspects, with the SISA and SISR.

We acknowledge our responsibility for:

- Ensuring the financial statements are in accordance with the financial policies set out in the notes to the financial statements and that the financial report is free of material misstatement (including omissions); and
- Ensuring the Fund is maintained in accordance with the provisions of the SISA and SISR.

We have approved the financial report, as evidenced by our signature on the Trustee Declaration attached to the financial report.

The following representations are made which are true to the best of our knowledge and belief and are applicable to the audit. Where any of these representations do not apply, we have directly communicated the same to the auditor in writing.

**1. Accounting Policies**

All the significant accounting policies of the Fund are adequately described in Note 1 to the financial statements and are consistent with the policies adopted last year unless otherwise detailed in the Notes to the financial statements.

## 2. Fund Books / Records / Minutes

As agreed in the terms of this audit engagement, all financial books, records and related data have been made available to you, including relevant minutes of the trustee's meetings and the Trust Deed. This information has been retained in the appropriate format for the required period of time.

We confirm all transactions have been recorded and are reflected in the financial report.

With the exception of any data collated with regard to accounting estimates, no experts have been engaged in the preparation of documentation for your audit.

## 3. Asset Form

The assets of the Fund are being held in a form suitable for the benefit of the members of the Fund, and have been held in accordance with the Fund's investment strategy.

## 4. Ownership and Pledging of Assets

- a) The Fund has satisfactory title to all assets disclosed in the Statement of Financial Position;
- b) Investments are registered in the name of the trustee(s) as trustee for
- c) No assets of the Fund have been pledged to secure liabilities of the Fund (unless the charge relates to a limited recourse borrowing arrangement) or of others; and
- d) The trustee(s) is not aware of any assignment or charge over the Fund's assets, other than what is allowable by law.

## 5. Custodian Services

Where the Fund engages the services of a Custodian, we note:

- a) Notwithstanding the Custodian is engaged to assist with the holding, safeguarding and administration of certain Fund assets, we are responsible for investment decisions and to ensure the Fund's investment strategy is complied with;
- b) We are responsible for establishing the terms under which the Custodian is engaged;
- c) Investments and other reports are received at least quarterly, or more often as required;
- d) The nature of the relationship between the Fund and the Custodian engaged is consistent with the general terms of contracts of this nature.

It is noted that it is our responsibility to establish the terms under which the Custodian is engaged and to ensure the investments held by the custodian are in accordance with the Fund's investment strategy.

In instances where the Fund uses a Custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected mis-statements that would affect the financial report of the Fund.

## 6. Investments

- a) Investments as at \_\_\_\_\_ are carried in the financial statements at market value, unless otherwise noted in the financial report. If an accounting estimate is used to determine the value to be reported, the trustee confirms a value was selected (based on the evidence collated) that most accurately reflects the market value of the asset. Save for the impact of events subsequent to year end, such amounts are considered reasonable in the light of present circumstances;
- b) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments, that have not been disclosed in the financial report;
- c) The investment strategy has been determined with due regard to risk, return, liquidity and diversification. This is so even where investments chosen may be considered risky, may have negative or limited returns, may be illiquid and may not equate to a diversified portfolio;
- d) In the event the Fund does not have a diversified portfolio, the trustee confirms the risks associated with a lack of diversification were considered prior to making and maintaining investments;

- e) The investments held by the trustee are considered appropriate to meet the needs of the Fund member(s); and
- f) All investments are acquired, maintained and disposed of on an arm's length basis.

#### 7. Accounting Estimates

We note accounting estimates may be needed where the Fund invests in property, unlisted investments, collectable or other tangible assets, or where the Fund transacts with related parties.

With regard to the use of any accounting estimates, we confirm we oversee the collation of information needed to evidence the estimate(s) set. We do not have a formal process to identify or address the risks relating to accounting estimates. Estimates undertaken for the purpose of compliance with SISA Section 109 or SISR Regulation 8.02B are supported by appropriate documentation.

We acknowledge and understand there is a degree of estimation uncertainty. We do not believe the level of estimation uncertainty needs separate disclosure in the financial report. We confirm the methods, assumptions and data used in the making of any accounting estimates are appropriate for the preparation and presentation of the special purpose financial report.

#### 8. Trust Deed

The Fund is being conducted in accordance with its governing rules, at all times, and you have been provided with copies of any updates to the governing rules made during the financial year.

#### 9. Income Tax Assessment Act, Superannuation Industry (Supervision) Act and Regulations

The Fund is in compliance with the requirements of the relevant *Income Tax Assessment Act* and is being conducted in accordance with the *Superannuation Industry (Supervision) Act 1993 ('SISA')*, and *Superannuation Industry (Supervision) Regulations 1994 ('SISR')*, (with the exception of any contraventions as identified by you as the auditor).

We specifically confirm:

- a) The individual trustees / the directors of the corporate trustee have been nominated and may only be removed in such manner and circumstances as are allowed in the trust deed;
- b) The trustee has complied with all the trustee standards set out in the Regulations and the covenants prescribed by SISA Section 52B; These trustee covenants require the trustee(s) to:
  - Act honestly in all matters affecting the superannuation fund;
  - Exercise a degree of care, skill and diligence as an ordinary prudent person;
  - Act in the best interests of the beneficiaries and classes of beneficiaries;
  - Keep Fund assets separate from other assets i.e., separate from the trustee's personal assets;
  - Do not do anything that would impede the proper performance and function of trustee powers;
  - Formulate and give effect to an investment strategy for any Fund reserves; and
  - Allow beneficiaries access to prescribed information or documents.
- c) Where the Fund has a corporate trustee, the directors of the corporate trustee have been nominated, have consented to act and may only be removed in such manner and circumstances as are allowed in the governing rules;
- d) No individual trustee / director of the corporate trustee is a disqualified person, as defined by Section 120 of the SISA;
- e) The trustee has complied with the investment standards set out in SISA and SISR; and
- f) Information retention obligations have been complied with.
- g) The trustees are not subject to any contract or obligation that would prevent or hinder them from properly executing their functions and powers.

We acknowledge we are responsible for complying with the Listed Provisions (per the Audit Engagement Letter), including the identification of risks that might threaten Fund compliance. We are responsible for designing and maintaining internal controls to mitigate these risks, including the risk of fraud in the hope that these risks do not hamper the Fund's ability to comply with the Listed Provisions.

All known instances of non-compliance or suspected non-compliance with the relevant Income Tax Assessment Act or the SISA and SISR legislation, whose effects should be considered when preparing the financial report, or that impact your obligation to report certain matters to the Australian Taxation Office, have been disclosed to you.

We confirm the Fund has complied with the provisions of any laws and regulations that may have a direct effect on the determination of material amounts and disclosures in the financial report, other than those you have advised.

#### 10. Contributions

We confirm the contributions, if any, received by the Fund are within the limits imposed by the applicable Australian legislation, taking into account contributions paid to other superannuation funds. Any excessive contributions will be dealt with, as required, by either the legislation or the ATO.

#### 11. Internal Controls

We acknowledge our responsibility for the design, implementation and maintenance of internal controls to prevent and detect fraud. We do not have an internal audit function. However, we have established and maintained an adequate internal control structure to facilitate the preparation of a reliable financial report and to ensure that the assets of the Fund are safeguarded from fraud or error. We have assessed the risk that the financial report may be materially mis-stated as a result of fraud and advise we have no knowledge of any actual, suspected or alleged fraud affecting the Fund. There have been no irregularities that could allude to a fraud affecting the Fund.

There are no specific risks arising from the information technology utilised by the Fund that require attention by the trustee.

To monitor internal controls over financial reporting, we review all reports provided by the information technology systems utilised by the Fund for accuracy. This assists in determining if the information is sufficiently reliable for financial reporting purposes.

There are no material transactions that have not been properly recorded in the records underlying the financial report.

#### 12. Legal Matters

We confirm you have been advised in writing of all significant legal matters, and that the probability of any material revenue or expenses arising from such legal matters has been adequately accounted for, and been appropriately disclosed in the financial report.

Any minutes of meetings with the Fund's legal counsel have been provided for audit review.

#### 13. Related Parties

All related parties and related party transactions (if any) have been brought to your attention and have been appropriately accounted for. We confirm the effect of any related party relationships or transactions do not cause the financial report to be misleading.

Related party transactions and related amounts receivable or payable have been properly recorded and identified in the financial statements.

Any transactions that occur with related parties are conducted at arm's length.

**14. Subsequent Events**

The trustee has no formal procedures for the identification of subsequent events, however, we monitor investments and markets information relevant to the Fund on an ongoing basis.

Subsequent to the end of the financial year there have been considerable economic impacts in Australia and internationally arising from the outbreak of the COVID-19.

At the date of signing the financial statements, we are currently unable to determine the financial impact of COVID-19.

The financial statements for the year ended \_\_\_\_\_ have not taken into account the financial impact of COVID-19. The impacts may include a material reduction in the carrying value of the Fund's assets and investments. We acknowledge our responsibility to continuously monitor the situation and assess the impact including whether the Fund remains a going concern and its ability to pay its liabilities and any future retirement benefits.

Other than those reported, there are no events subsequent to year end, nor any new litigation or claims referred to the Fund's legal counsel, that would require adjustment to, or disclosure in, the financial report.

We note there are no further subsequent events that could have significant effect on the Fund's compliance and therefore on your opinion for the compliance engagement (other than those advised to you directly by us).

**15. Going Concern Assumption**

We confirm we have no knowledge of any events or conditions that would cast significant doubt on the Fund's ability to continue as a going concern.

**16. Uncorrected Misstatements**

We note that where any uncorrected misstatements were identified by the auditor, they have been brought to our attention. The material effect of these uncorrected misstatements on the financial report has been considered both individually and in aggregate. Appropriate remedial action has been taken where the effect on the financial report is material.

**17. Definition of an SMSF**

The Fund meets the definition of a Self Managed Superannuation Fund as set out in Section 17A of the SISA.

**18. Sole Purpose of the Fund**

The sole purpose of the Fund is to provide retirement and/or death benefits to its members and/or beneficiaries.

**19. Asset Form**

The Fund's assets are held in a form suitable for the benefit of the members of the Fund and are in line with the investment strategy of the Fund.

**20. Fund Membership**

We confirm that each member of the Fund executed a Member Application Form applying for membership to the Fund prior to the commencement of their membership. We further confirm that we have retained said Applications with the Fund's permanent records.

**21. Trusteeship – Consent to Act**

We confirm that each trustee (or director of the corporate trustee) has consented in writing to their appointment to act as trustee (or director of the corporate trustee). We further confirm that we have retained said Consents to Act with the Fund's permanent records.

## 22. Risk of Fraud

The nature, extent and frequency of assessments undertaken by us to conclude that there is a low risk that the financial report is materially misstated due to fraud, are informal and ad-hoc given the nature of the Fund. However, we confirm:

- a) The trustees are signatories on all transactions, no other party has the authority to act on behalf of the trustee; and
- b) Reconciliations are undertaken by the Fund's accountant for both investments held and all bank accounts maintained by the Fund.

In instances where the Fund uses a custodian, we confirm the trustees have granted authority to the approved custodian to act on their behalf. In those instances, the trustees and/or its custodian can be signatory on any or all transactions.

We have not identified any specific risks of fraud. However, we acknowledge that if fraud existed within the Fund, the most likely areas of concern would be investments or cash being misappropriated or contributions being intercepted prior to being banked into the Fund's bank account.

## 23. Procedures for Identifying and Responding to Fraud

We believe the procedures in place reduce the risk of fraud. However, should fraudulent activity be identified, the trustee would ensure all trustees are aware of the situation and the Fund's accountant and auditor would be informed.

Depending on the situation, steps would be implemented to cease the fraudulent activity and controls would be put in place to limit any such future activity from affecting the Fund.

## 24. Existence of Fraud, Error and Non-Compliance

There has been no:

- (a) Fraud, error, or non-compliance with the laws and regulations by persons who are involved in the internal management of the Fund;
- (b) Fraud, error, or non-compliance with laws and regulations that could have a material effect on the financial reports of the Fund; and
- (c) Communications from regulatory agencies concerning non-compliance with or deficiencies in the financial reporting practices of the Fund. Where there has been correspondence or undertakings, for example from the ATO, we have advised you of these.

## 25. Safeguarding Assets

We have considered the importance of safeguarding the assets of the Fund, and we confirm we have the following procedures in place to achieve this:

- a) Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- b) Tangible assets are, where appropriate, adequately insured and appropriately stored.

## 26. Legislative Requirements

The Fund is managed in accordance with the SIS Act and the SISR. We have complied with the requirements to retain all accounting records and financial statements for 5 years, minutes and records of trustees' meetings for 10 years, and signed trustee declarations in the approved form for each trustee appointed after 30 June 2007 as required by the SIS Act.

## 27. Work Test

The trustee confirms that any member aged 65 years or above has provided a declaration that they have satisfied the work test requirement (they were gainfully employed for at least 40 hours in a period of not more than 30 consecutive days during the year) in relation to non-mandated contributions.

The trustees confirm that no members aged 75 years or above received any non-mandated contributions.

**28. Fund Residency**

The trustees confirm the Fund satisfies the requirements to be an Australian Superannuation Fund, the central management and control of the Fund is ordinarily located in Australia and contributions have been accepted in accordance with the residency requirements.

**29. Outstanding Legal Action**

The trustees confirm that there is no outstanding legal action or claims against the Fund.

**30. Other Matters**

We confirm that the trustee(s) / corporate trustee director(s), member(s) and related parties thereof, have not personally used (including leased, borrowed, loaned) any Fund assets during the year ended \_\_\_\_\_, except where such use would not result in a breach of the SISA and/or SISR.

**31. Documentation**

We acknowledge that we are responsible for providing you, as auditor, with access to all information that is relevant to the preparation of the financial report, and any additional information you may request. Where documentation has been provided electronically to our advisor, accountant, or financial planner, as applicable, for the preparation of the Fund's special purpose financial report or to the auditor, for the conduct of your audit, we acknowledge that we have not altered, or caused for it to be altered, in any way. We warrant that all documentation provided to you in this manner is an exact copy of the original as issued by the issuer.

Where the Fund's accounting records presented for audit have included transaction listing(s) generated by us or on our behalf in lieu of the provision of bank statements issued by the Fund's financial institution(s), we also represent that we have not altered, or caused for it to be altered, in any way and that the transaction details noted thereon (amounts, narrations, dates, account name, etc) are the exact same as noted on the actual bank statement(s) issued by the Fund's financial institution(s).

**32. Communication & Delivery of Audit Matters**

We acknowledge that, in your conduct of the Fund's audit, you will communicate all audit matters, via email and/or telephone, with the Fund Administrator, Financial Advisor and/ or Accountant (the 'Audit Intermediary') that we have engaged to facilitate the administration and audit liaison for our Fund.

We consent to the release of all audit material, comprising Audit Report, Audit Management Letter and Auditor Contravention Report, as applicable, to the Fund's Audit Intermediary.

We accept that provision of all audit material to the Audit Intermediary constitutes delivery to us, in our capacity as trustee(s) of the Fund.

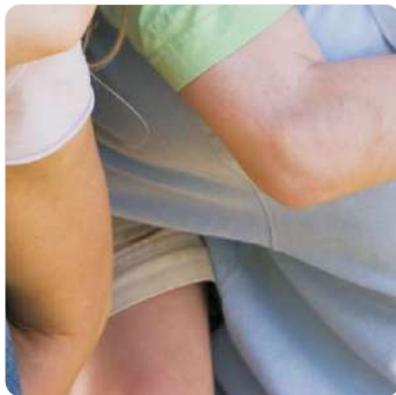
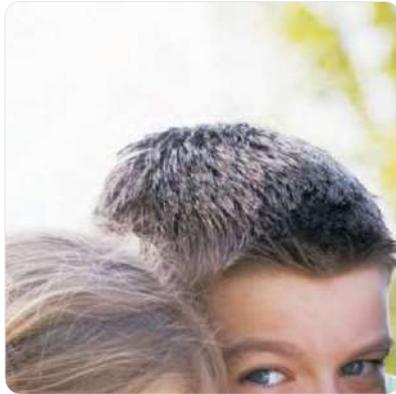
Yours faithfully,

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustee(s)/director(s) of the corporate trustee of

\_\_\_\_\_  
 \_\_\_\_\_

Dated:     /     /

# Signing Package



## Actions Required:

## Applicable

1. Peruse the associated financial report to ensure no inadvertent errors
2. Sign & date all documents where indicated and return to our office
3. Arrange payment of the SMSFs Income Tax Liability
4. Await refund of the SMSFs Income Tax Asset
5. Await the SMSFs Audit Report.

## SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section D, express the opinions detailed in Section E, on behalf of the entity detailed in Section B, for the financial year detailed in Section C.

This declaration is signed in accordance with a resolution of the trustee(s) / directors.

## SECTION B – FUND DETAILS

Fund Name	
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## SECTION C – FINANCIAL YEAR

Financial year end date	
-------------------------	--

## SECTION D – TRUSTEE / DIRECTOR DETAILS

Trustee / Director name	Signature	Date
Trustee / Director name	Signature	Date

## SECTION E – OPINIONS

The trustee(s) have determined that the Fund is not a reporting entity.

The trustee(s) have determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 in this financial report.

The Trustee(s) believe the financial report presents fairly the financial position of the Fund and the results of its operations in accordance with the accounting policies described in Note 1 to the financial report.

The Trustee(s) believe the financial report has been prepared in accordance with the requirements of the Trust Deed.

The Trustee(s) believe the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993.

SIGN HERE

DATE HERE

# Contribution & Benefit Payment Confirmation

## SECTION A – FUND DETAILS

Fund name	
Balance date	

## SECTION B – DETAILS OF PERSON MAKING THE CONFIRMATION

I, whose details appear in Section C below, being the Member of the entity detailed in Section A, do hereby affirm and attest that the amounts and allocations detailed in Section D do accurately reflect the contributions made for and benefit payments drawn by the members detailed in Section D in respect of the year of income ended on the date detailed in Section A.

## SECTION C – CONTACT DETAILS OF PERSON MAKING THE CONFIRMATION

Name	
Postal Address	

## SECTION D – CONTRIBUTION, ROLL-OVER & BENEFIT PAYMENT DETAILS

Member Name				
Date of Birth				
Fund Phase				
Pension Type				
Employer Contributions				
Member Concessional Contributions				
Member Non-Concessional Contributions				
Govt Co-Contributions				
Other Contributions				
Roll-Ins				
Pension Payments				
Lump Sum Withdrawals				
Roll-Outs				

## SECTION E – SIGNATURE OF PERSON MAKING THE CONFIRMATION

Signature		Date	
-----------	--	------	--

**SIGN HERE**

**DATE HERE**

**Subject Matter:** Commencement of an Account Based Pension

**Member Name:**  (the 'Member')

**Fund Name:**  (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence an Account Based Pension.

I would like the Account Based Pension to commence on .

I would like to finance the Account Based Pension with  standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is .

My reversionary beneficiary's date of birth is .

My date of birth is .

My Tax File Number is .

I permanently retired on  .

I would like for my pension to be paid .



Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

This pension will operate in accordance with SIS Regulation 1.06(9A) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Account Based Pension. As the trust deed is silent in respect of a specific pension process, the Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
3. Calculate the annual pension payment in accordance with the relevant formula pertaining to an Account Based Pension.
4. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.
5. Provide the member with a return notification to confirm the various details of the pension.
6. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from the member's balance in the Fund.
7. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
8. Register as a Group Employer (if required), and deduct any PAYG Withholding Tax (as applicable) having regard to the TFN and PAYG Withholding Declarations made by the member.

**SIGN HERE**

Godfrey, John

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Account Based Pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Provide the Member with a return notification to confirm the various details of the Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
3. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
4. Commence to pay the pension in amounts determined with reference to the minimum limits imposed by the relevant rules and regulations.
5. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Account Based Pension.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

**SIGN HERE**

---

Godfrey, John  
Chairperson

6. **Frequency of Pension Payments:** . The payment frequency of the Account Based Pension is in accordance with your instructions to the Trustee(s).
7. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration Form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

**SIGN HERE**

---

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

**SIGN HERE**

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**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has met a condition of release and there are sufficient monies in the Member's account with which to commence the desired pension.

**Pension Components:**

**IT WAS RESOLVED** that  of the Member's balance will be required to support the Account Based Pension. This amount comprises the following components:

Taxable:	<input type="text" value="\$28,257"/>
Tax Free:	<input type="text" value="\$0"/>

**Tax Free Proportion:**

**IT WAS NOTED** that the Account Based Pension will have a tax free proportion:

The Tax Free Proportion is .

**Minimum Drawdown:**

**IT WAS NOTED** that the Account Based Pension is subject to a minimum payment.

The Minimum Payment is .

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

**SIGN HERE**

Chairperson

# Members Statement

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## Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund



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Director/Trustee



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Director/Trustee

**PART A**

**Electronic Lodgement Declaration (Form MS)**

This declaration is to be completed where the return is to be lodged via the Tax Office's Electronic Lodgment Service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

**Privacy**

*Your tax file number*

It is not an offence not to quote your (or if applicable, the partner's or beneficiary's) tax file number (TFN). However, you cannot lodge your income tax return electronically if you do not quote your TFN. The Tax Office is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return.

*The Australian Business Register*

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

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

Tax File Number	Name of Partnership, Trust, Fund or Entity	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

I authorise my tax agent to electronically transmit this tax return via the Electronic Lodgment Service.

**Important**

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

**Declaration:** I declare that:

- the current trustee and directors have authorised this return and it is documented as such in the Self Managed Superannuation Fund's record
- I have received the audit report and I am aware of any matters raised
- the agent is authorised to lodge this annual return, including any applicable schedules

Signature of Partner, Trustee or Public Officer	<input type="text"/>	Date	<input type="text"/>
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**PART C**

**Tax Agent's Certificate (Shared facility users only)**

I declare that,

- I have prepared this tax return in accordance with the information supplied by the trustees
- I have received a declaration from the trustees stating that the information provided to me is true and correct
- I am authorised by the trustees to lodge this annual return, including any applicable schedules

Agent's signature	<input type="text"/>	Date	<input type="text"/>
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Contact name

Agent's Phone No	<input type="text"/>	Agent Ref No	<input type="text"/>
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**Section K: Declarations**

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

**Important**

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

**Privacy**

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

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

**TRUSTEE'S OR DIRECTOR'S DECLARATION:**

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

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

Date  /  /

**DATE HERE****SIGN HERE****Preferred trustee or director contact details:**

Title: Mr  Mrs  Miss  Ms  Other

Family name

**Godfrey**

First given name

**Maureen**

Other given names

**Therese**

Phone number **0421688490**

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

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

**TAX AGENT'S DECLARATION:**

I declare that the *Self-managed superannuation fund annual return 2022* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date  /  /

**Tax agent's contact details**

Title: Mr  Mrs  Miss  Ms  Other

Family name

**White**

First given name

**Felicity**

Other given names

Tax agent's practice

**CONNECTUS TAX PTY LTD**

Tax agent's phone number

**1300229178**

Reference number

**GODFREYF0001**

Tax agent number

**26071945**

# Memorandum of Resolutions of

Maureen Godfrey and John Godfrey  
ATF Godfrey Family Super Fund

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Fund and that they are not disqualified persons as defined by s 120 of the SISA.

## CONTRIBUTIONS RECEIVED:

It was resolved that the contributions during the year be allocated to members on the basis of the tabled Contribution & Benefit Payment Confirmation. The

trustee noted that all members contributing to the Fund had indicated that they met all necessary age based requirements.

It was noted that where any member indicated their intent to claim a tax deduction for contributions made to the Fund during the year on the tabled Contribution & Benefit Payment Confirmation, that the Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

Where a Contribution & Benefit Payment Confirmation was accepted as a Notice of Intent to Claim a Tax Deduction for the financial year ended 30 June 2021, in accordance with the requirements of s290-170 of ITAA97, the contributions covered by this Contribution & Benefit Payment Confirmation have not been included in an earlier notice.

Where member contributions or employer contributions (except mandated contributions) have been accepted by the Fund during the year, and the member was not under the relevant age (65 before 30 June 2020 and 67 from 01 July 2020) but is under 75, the trustee confirms that they are satisfied that the member has been gainfully employed at least on a part-time basis during the financial year in which the contribution is made. Further, the trustee confirms the member has made a declaration to this effect.

The basic work test for accepting contributions is to work for remuneration for at least 40 hours in a continual 30 day period within the year the contribution was made.

## PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

It was noted that the member(s) also confirmed that they received the benefit payment(s) in accordance with the amount shown on their Member Statement arising from Superannuation Lump Sum Payment(s) and/or Superannuation Income Stream(s).

The trustee confirmed that, just before the start of the income year (ie 30 June 2018), no Fund member, who had retirement phase pension from any fund, had a total superannuation balance that exceeds \$1.6 million.

## CLOSURE:

Signed as a true record –

.....  
Maureen Godfrey

.....  
John Godfrey



# General Authority Letter

## SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section C below, do hereby expressly approve and authorise SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988), whose details appear in Section D below, and their agents, to access all information held by you in relation to the entity whose details appear in Section B below.

I / We authorise for this information to be released verbally, via email, post or fax as requested by SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988). Where possible, we sanction SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988) access to online, view-only, non- transactional access to this information and request your assistance in establishing the same.

This Authority is effective from the Effective Date stipulated in Section B. I am / We are aware that I / we can revoke this authority at any time. Please accept a photocopy, facsimile or scanned copy of this letter as authority, as the original will stay on our file at SMSF Administration Solutions Pty Ltd.

I / We declare that, to the best of my / our knowledge, at the date hereof, the information provided in this form is true and correct.

## SECTION B – SUPER FUND DETAILS

Super Fund Name

Super Fund Address

Effective Date

Period of Authority

Ongoing

## SECTION C – SUPER FUND TRUSTEE / CORPORATE TRUSTEE DIRECTOR DETAILS

Trustee / Director Name

Signature

\_\_\_\_\_

**SIGN HERE**

Date of Birth

Trustee / Director Name

Signature

\_\_\_\_\_

**SIGN HERE**

Date of Birth

Trustee / Director Name

Signature

\_\_\_\_\_

**SIGN HERE**

Date of Birth

Trustee / Director Name

Signature

\_\_\_\_\_

**SIGN HERE**

Date of Birth

## SECTION D – AUTHORISED ENTITY DETAILS

**Company Name**

SMSF Administration Solutions Pty Ltd

**ABN**

76 097 695 988

**Office Adviser Code**

B735

**Postal Address**

GPO Box 9981, Adelaide South Australia 5001

**Phone**

1300 023 170

**Email Address**

requests@superfundadmin.com.au

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of

\_\_\_\_\_ **SIGN HERE** \_\_\_\_\_ **SIGN HERE**

\_\_\_\_\_ **SIGN HERE** \_\_\_\_\_ **SIGN HERE**

Dated:     /     /     **DATE HERE**

**28. Fund Residency**

The trustees confirm the Fund satisfies the requirements to be an Australian Superannuation Fund, the central management and control of the Fund is ordinarily located in Australia and contributions have been accepted in accordance with the residency requirements.

**29. Outstanding Legal Action**

The trustees confirm that there is no outstanding legal action or claims against the Fund.

**30. Other Matters**

We confirm that the trustee(s) / corporate trustee director(s), member(s) and related parties thereof, have not personally used (including leased, borrowed, loaned) any Fund assets during the year ended \_\_\_\_\_, except where such use would not result in a breach of the SISA and/or SISR.

**31. Documentation**

We acknowledge that we are responsible for providing you, as auditor, with access to all information that is relevant to the preparation of the financial report, and any additional information you may request. Where documentation has been provided electronically to our advisor, accountant, or financial planner, as applicable, for the preparation of the Fund's special purpose financial report or to the auditor, for the conduct of your audit, we acknowledge that we have not altered, or caused for it to be altered, in any way. We warrant that all documentation provided to you in this manner is an exact copy of the original as issued by the issuer.

Where the Fund's accounting records presented for audit have included transaction listing(s) generated by us or on our behalf in lieu of the provision of bank statements issued by the Fund's financial institution(s), we also represent that we have not altered, or caused for it to be altered, in any way and that the transaction details noted thereon (amounts, narrations, dates, account name, etc) are the exact same as noted on the actual bank statement(s) issued by the Fund's financial institution(s).

**32. Communication & Delivery of Audit Matters**

We acknowledge that, in your conduct of the Fund's audit, you will communicate all audit matters, via email and/or telephone, with the Fund Administrator, Financial Advisor and/ or Accountant (the 'Audit Intermediary') that we have engaged to facilitate the administration and audit liaison for our Fund.

We consent to the release of all audit material, comprising Audit Report, Audit Management Letter and Auditor Contravention Report, as applicable, to the Fund's Audit Intermediary.

We accept that provision of all audit material to the Audit Intermediary constitutes delivery to us, in our capacity as trustee(s) of the Fund.

Yours faithfully,

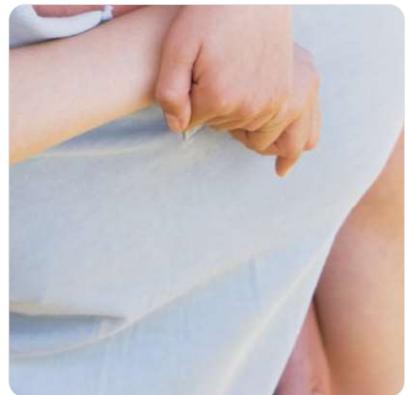
The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustee(s)/director/s of the corporate trustee of

\_\_\_\_\_  \_\_\_\_\_ 

\_\_\_\_\_  \_\_\_\_\_ 

Dated:        /        /        

# Signing Package



## Godfrey Family Super Fund

### Actions Required:

### Applicable

- |   |                                     |
|---|-------------------------------------|
| 1. Peruse the associated financial report to ensure no inadvertent errors | <input checked="" type="checkbox"/> |
| 2. Sign & date all documents where indicated and return to our office     | <input checked="" type="checkbox"/> |
| 3. Arrange payment of the SMSFs Income Tax Liability                      | <input type="checkbox"/>            |
| 4. Await refund of the SMSFs Income Tax Asset - \$95,870.20               | <input checked="" type="checkbox"/> |
| 5. Await the SMSFs Audit Report.  | <input checked="" type="checkbox"/> |

**SECTION A – AUTHORITY AND DECLARATION**

I / We, the undersigned, whose details appear in Section D, express the opinions detailed in Section E, on behalf of the entity detailed in Section B, for the financial year detailed in Section C.

This declaration is signed in accordance with a resolution of the trustee(s) / directors.

**SECTION B – FUND DETAILS**

Fund Name	Godfrey Family Super Fund
-----------	---------------------------

**SECTION C – FINANCIAL YEAR**

Financial year end date	30 June 2022
-------------------------	--------------

**SECTION D – TRUSTEE / DIRECTOR DETAILS**

Trustee / Director name	Godfrey, John	Signature	DocuSigned by: <i>John Godfrey</i> 444B0B8A65B7426...	16/12/2022   9:
				Date
Trustee / Director name	Godfrey, Maureen	Signature	DocuSigned by: <i>Maureen Godfrey</i> 444B0B8A65B7426...	16/12/2022   12:
				Date

**SECTION E – OPINIONS**

The trustee(s) have determined that the Fund is not a reporting entity.

The trustee(s) have determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 in this financial report.

The Trustee(s) believe the financial report presents fairly the financial position of the Fund and the results of its operations in accordance with the accounting policies described in Note 1 to the financial report.

The Trustee(s) believe the financial report has been prepared in accordance with the requirements of the Trust Deed.

The Trustee(s) believe the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993.

SIGN HERE

DATE HERE

**SECTION A – FUND DETAILS**

Fund name	Godfrey Family Super Fund
Balance date	30 June 2022

**SECTION B – DETAILS OF PERSON MAKING THE CONFIRMATION**

I, whose details appear in Section C below, being the Member of the entity detailed in Section A, do hereby affirm and attest that the amounts and allocations detailed in Section D do accurately reflect the contributions made for and benefit payments drawn by the members detailed in Section D in respect of the year of income ended on the date detailed in Section A.

**SECTION C – CONTACT DETAILS OF PERSON MAKING THE CONFIRMATION**

Name	Godfrey, John
Postal Address	31 Constellation Crescent, Bridgeman Downs, QLD, 4035

**SECTION D – CONTRIBUTION, ROLL-OVER & BENEFIT PAYMENT DETAILS**

	Godfrey, John	Godfrey, Maureen		
Member Name	Godfrey, John	Godfrey, Maureen		
Date of Birth	16/05/1957	09/06/1958		
Fund Phase	Pension	Hybrid		
Pension Type	Account Based	Account Based		
Employer Contributions	Nil	Nil		
Member Concessional Contributions	Nil	Nil		
Member Non-Concessional Contributions	Nil	\$110,000		
Govt Co-Contributions	Nil	Nil		
Other Contributions	Nil	Nil		
Roll-Ins	Nil	Nil		
Pension Payments	\$35,450	\$23,310		
Lump Sum Withdrawals	Nil	Nil		
Roll-Outs	Nil	Nil		

**SECTION E – SIGNATURE OF PERSON MAKING THE CONFIRMATION**

Signature	DocuSigned by:  444B0B8A65B7426...	Date	16/12/2022   9:5
-----------	---	------	------------------

SIGN HERE

DATE HERE

**Subject Matter:** Commencement of an Account Based Pension

**Member Name:** Godfrey, John (the 'Member')

**Fund Name:** Godfrey Family Super Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence an Account Based Pension.

I would like the Account Based Pension to commence on 01/07/2021.

I would like to finance the Account Based Pension with \$28,257 standing to the credit of my member account in the Fund.

In the event of my death this pension reverts.

My reversionary beneficiary's name is Godfrey, Maureen.

My reversionary beneficiary's date of birth is 09/06/1958.

My date of birth is 16/05/1957.

My Tax File Number is Pro vid ed.

I permanently retired on 26/07/2016. 

I would like for my pension to be paid periodically.

DocuSigned by:  
*John Godfrey*  
444B0B8A65B7426  
\_\_\_\_\_  
Godfrey, John



Godfrey, John (the 'Member')

Godfrey Family Super Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

This pension will operate in accordance with SIS Regulation 1.06(9A) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Account Based Pension. As the trust deed is silent in respect of a specific pension process, the Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
3. Calculate the annual pension payment in accordance with the relevant formula pertaining to an Account Based Pension.
4. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.
5. Provide the member with a return notification to confirm the various details of the pension.
6. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from the member's balance in the Fund.
7. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
8. Register as a Group Employer (if required), and deduct any PAYG Withholding Tax (as applicable) having regard to the TFN and PAYG Withholding Declarations made by the member.

DocuSigned by:

*John Godfrey*

444B0B8A65B7426...

**SIGN HERE**

Godfrey, John

**Pension Implementation Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Account Based Pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Provide the Member with a return notification to confirm the various details of the Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
3. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
4. Commence to pay the pension in amounts determined with reference to the minimum limits imposed by the relevant rules and regulations.
5. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

**Trustee Notification:**

**IT WAS RESOLVED** that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Account Based Pension.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

DocuSigned by:

*John Godfrey*

444B0B8A65B7426...



Godfrey, John

Chairperson

- 6. **Frequency of Pension Payments:** . The payment frequency of the Account Based Pension is in accordance with your instructions to the Trustee(s).
  
- 7. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration Form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

DocuSigned by:  
*John Godfrey*  
444B0B8A65B7426...



Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

DocuSigned by:  
*John Godfrey*  
444B0B8A65B7426...



**Resolution re  
Preservation Status of  
Account Balance:**

**IT WAS RESOLVED** that the Trustee(s) are satisfied that the Member has met a condition of release and there are sufficient monies in the Member's account with which to commence the desired pension.

**Pension Components:**

**IT WAS RESOLVED** that  of the Member's balance will be required to support the Account Based Pension. This amount comprises the following components:

Taxable:   
Tax Free:

**Tax Free Proportion:**

**IT WAS NOTED** that the Account Based Pension will have a tax free proportion:

The Tax Free Proportion is .

**Minimum Drawdown:**

**IT WAS NOTED** that the Account Based Pension is subject to a minimum payment.

The Minimum Payment is .

**Trustee Notification:**

**IT WAS RESOLVED** that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

**Meeting Closed:**

There being no further business the Chairperson declared the meeting closed.

**Confirmed as a correct record.**

DocuSigned by:

*John Godfrey*

444B0B8A65B7426...



Chairperson

Godfrey Family Super Fund

# Members Statement

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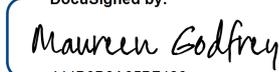
## Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. 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 error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

Godfrey, John    
444B0B8A65B7426...

Director/Trustee

Godfrey, Maureen    
444B0B8A65B7426...

Director/Trustee

**PART A****Electronic Lodgement Declaration (Form MS)**

This declaration is to be completed where the return is to be lodged via the Tax Office's Electronic Lodgment Service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

**Privacy***Your tax file number*

It is not an offence not to quote your (or if applicable, the partner's or beneficiary's) tax file number (TFN). However, you cannot lodge your income tax return electronically if you do not quote your TFN. The Tax Office is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return.

*The Australian Business Register*

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

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

Tax File Number	Name of Partnership, Trust, Fund or Entity	Year
On File	Godfrey Family Super Fund	2022

I authorise my tax agent to electronically transmit this tax return via the Electronic Lodgment Service.

**Important**

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

**Declaration:** I declare that:

- the current trustee and directors have authorised this return and it is documented as such in the Self Managed Superannuation Fund's record
- I have received the audit report and I am aware of any matters raised
- the agent is authorised to lodge this annual return, including any applicable schedules

Signature of Partner, Trustee or Public Officer

DocuSigned by:  
*John Godfrey*  
444B0B8A65B7426...

Date 16/12/2022 | 9:59 AEST

SIGN HERE

DATE HERE

**PART C****Tax Agent's Certificate (Shared facility users only)**

I declare that,

- I have prepared this tax return in accordance with the information supplied by the trustees
- I have received a declaration from the trustees stating that the information provided to me is true and correct
- I am authorised by the trustees to lodge this annual return, including any applicable schedules

Agent's signature

Date

 /  / 

Contact name

CONNECTUS TAX PTY LTD

Agent's Phone No

1300229178

Agent Ref No

26071945

Tax File Number **938704616****Section K: Declarations**

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

**Important**

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

**Privacy**

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

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

**TRUSTEE'S OR DIRECTOR'S DECLARATION:**

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

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

DocuSigned by:  
**Maureen Godfrey**  
444B0B8A65B7426...  
Date  /  /  |  AEST

**Preferred trustee or director contact details:**

Title: Mr  Mrs  Miss  Ms  Other

Family name

**Godfrey**

First given name

**Maureen**

Other given names

**Therese**

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

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

**TAX AGENT'S DECLARATION:**

I declare that the *Self-managed superannuation fund annual return 2022* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date  /  /

**Tax agent's contact details**

Title: Mr  Mrs  Miss  Ms  Other

Family name

**White**

First given name

**Felicity**

Other given names

Tax agent's practice

**CONNECTUS TAX PTY LTD**

Tax agent's phone number

**1300229178**

Reference number

**GODFREYF0001**

Tax agent number

**26071945**

# Memorandum of Resolutions of

Maureen Godfrey and John Godfrey  
ATF Godfrey Family Super Fund

Fund and that they are not disqualified persons as defined by s 120 of the SISA.

## CONTRIBUTIONS RECEIVED:

It was resolved that the contributions during the year be allocated to members on the basis of the tabled Contribution & Benefit Payment Confirmation. The

trustee noted that all members contributing to the Fund had indicated that they met all necessary age based requirements.

It was noted that where any member indicated their intent to claim a tax deduction for contributions made to the Fund during the year on the tabled Contribution & Benefit Payment Confirmation, that the Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

Where a Contribution & Benefit Payment Confirmation was accepted as a Notice of Intent to Claim a Tax Deduction for the financial year ended 30 June 2021, in accordance with the requirements of s290-170 of ITAA97, the contributions covered by this Contribution & Benefit Payment Confirmation have not been included in an earlier notice.

Where member contributions or employer contributions (except mandated contributions) have been accepted by the Fund during the year, and the member was not under the relevant age (65 before 30 June 2020 and 67 from 01 July 2020) but is under 75, the trustee confirms that they are satisfied that the member has been gainfully employed at least on a part-time basis during the financial year in which the contribution is made. Further, the trustee confirms the member has made a declaration to this effect.

The basic work test for accepting contributions is to work for remuneration for at least 40 hours in a continual 30 day period within the year the contribution was made.

## PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

It was noted that the member(s) also confirmed that they received the benefit payment(s) in accordance with the amount shown on their Member Statement arising from Superannuation Lump Sum Payment(s) and/or Superannuation Income Stream(s).

The trustee confirmed that, just before the start of the income year (ie 30 June 2018), no Fund member, who had retirement phase pension from any fund, had a total superannuation balance that exceeds \$1.6 million.

## CLOSURE:

Signed as a true record –

DocuSigned by:  
  
444B0B8A65B7426.....  
Maureen Godfrey

DocuSigned by:  
  
444B0B8A65B7426.....  
John Godfrey



# General Authority Letter

## SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section C below, do hereby expressly approve and authorise SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988), whose details appear in Section D below, and their agents, to access all information held by you in relation to the entity whose details appear in Section B below.

I / We authorise for this information to be released verbally, via email, post or fax as requested by SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988). Where possible, we sanction SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988) access to online, view-only, non- transactional access to this information and request your assistance in establishing the same.

This Authority is effective from the Effective Date stipulated in Section B. I am / We are aware that I / we can revoke this authority at any time. Please accept a photocopy, facsimile or scanned copy of this letter as authority, as the original will stay on our file at SMSF Administration Solutions Pty Ltd.

I / We declare that, to the best of my / our knowledge, at the date hereof, the information provided in this form is true and correct.

## SECTION B – SUPER FUND DETAILS

Super Fund Name	Godfrey Family Super Fund		
Super Fund Address	31 Constellation Crescent, Bridgeman Downs, QLD, 4035		
Effective Date	09/12/2022	Period of Authority	Ongoing

## SECTION C – SUPER FUND TRUSTEE / CORPORATE TRUSTEE DIRECTOR DETAILS

Trustee / Director Name	Godfrey, John	Signature	<small>DocuSigned by:</small>  <small>444B0B8A65B7426...</small>	<b>SIGN HERE</b>
Date of Birth	16/05/1957			
Trustee / Director Name	Godfrey, Maureen	Signature	<small>DocuSigned by:</small>  <small>444B0B8A65B7426...</small>	<b>SIGN HERE</b>
Date of Birth	09/06/1958			
Trustee / Director Name		Signature	_____	<b>SIGN HERE</b>
Date of Birth				
Trustee / Director Name		Signature	_____	<b>SIGN HERE</b>
Date of Birth				

## SECTION D – AUTHORISED ENTITY DETAILS

<b>Company Name</b>	SMSF Administration Solutions Pty Ltd
<b>ABN</b>	76 097 695 988
<b>Office Adviser Code</b>	B735
<b>Postal Address</b>	GPO Box 9981, Adelaide South Australia 5001
<b>Phone</b>	1300 023 170
<b>Email Address</b>	requests@superfundadmin.com.au

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of Godfrey Family Super Fund

DocuSigned by:  
*John Godfrey*  
444B0B8A65B7426...  
Godfrey, John

SIGN HERE

DocuSigned by:  
*Maureen Godfrey*  
444B0B8A65B7426...  
Godfrey, Maureen

SIGN HERE

\_\_\_\_\_

SIGN HERE

\_\_\_\_\_

SIGN HERE

Dated: 16/12/2022 | 9:59 AEST DATE HERE

**28. Fund Residency**

The trustees confirm the Fund satisfies the requirements to be an Australian Superannuation Fund, the central management and control of the Fund is ordinarily located in Australia and contributions have been accepted in accordance with the residency requirements.

**29. Outstanding Legal Action**

The trustees confirm that there is no outstanding legal action or claims against the Fund.

**30. Other Matters**

We confirm that the trustee(s) / corporate trustee director(s), member(s) and related parties thereof, have not personally used (including leased, borrowed, loaned) any Fund assets during the year ended 30 June 2022, except where such use would not result in a breach of the SISA and/or SISR.

**31. Documentation**

We acknowledge that we are responsible for providing you, as auditor, with access to all information that is relevant to the preparation of the financial report, and any additional information you may request. Where documentation has been provided electronically to our advisor, accountant, or financial planner, as applicable, for the preparation of the Fund's special purpose financial report or to the auditor, for the conduct of your audit, we acknowledge that we have not altered, or caused for it to be altered, in any way. We warrant that all documentation provided to you in this manner is an exact copy of the original as issued by the issuer.

Where the Fund's accounting records presented for audit have included transaction listing(s) generated by us or on our behalf in lieu of the provision of bank statements issued by the Fund's financial institution(s), we also represent that we have not altered, or caused for it to be altered, in any way and that the transaction details noted thereon (amounts, narrations, dates, account name, etc) are the exact same as noted on the actual bank statement(s) issued by the Fund's financial institution(s).

**32. Communication & Delivery of Audit Matters**

We acknowledge that, in your conduct of the Fund's audit, you will communicate all audit matters, via email and/or telephone, with the Fund Administrator, Financial Advisor and/or Accountant (the 'Audit Intermediary') that we have engaged to facilitate the administration and audit liaison for our Fund.

We consent to the release of all audit material, comprising Audit Report, Audit Management Letter and Auditor Contravention Report, as applicable, to the Fund's Audit Intermediary.

We accept that provision of all audit material to the Audit Intermediary constitutes delivery to us, in our capacity as trustee(s) of the Fund.

Yours faithfully,

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of Godfrey Family Super Fund

	DocuSigned by: <i>John Godfrey</i> 444B0B8A65B7426...	<b>SIGN HERE</b>		DocuSigned by: <i>Maureen Godfrey</i> 444B0B8A65B7426...	<b>SIGN HERE</b>
		<b>SIGN HERE</b>			<b>SIGN HERE</b>

Dated: 16/12/2022 | 9:59 AEST **DATE HERE**

**Private & Confidential**

The Trustees  
Godfrey Family Super Fund  
C/- Westwood Group, PO Box 332  
Fortitude Valley Qld 4006

Dear John and Maureen,

**AUDIT MANAGEMENT LETTER**  
**(the "Fund"): Godfrey Family Super Fund**

I wish to advise that the audit of the Fund for the year ended **30 June 2022** has recently been completed and enclose our signed audit report for your records.

Auditors are encouraged by the Australian Taxation Office to issue management letters at the completion of each audit as a means of advising the trustee of any matters noted during the course of the audit.

My audit work involves examination, on a test basis, of evidence supporting the amounts and other disclosures in the financial report in order to form an opinion as to whether, in all material respects, the financial report is fairly stated in accordance with the accounting policies described in the notes there to. Further, my audit work involves examination, again on a test basis, of evidence supporting compliance with certain requirements of the *Superannuation Industry (Supervision) Act 1993* ("SISA") and the *Superannuation Industry (Supervision) Regulations 1994* ("SISR").

I advise that I have not encountered any material matters during the course of the audit that I believe should be brought to your attention.

**Corrected Misstatements**

I am obligated to advise you of significant misstatements identified during the audit, which were corrected prior to the financial report being finalised. I wish to advise that there were no significant misstatements identified.

Finally, we take this opportunity to thank you and your accountant for the co-operation and assistance provided to us during the course of Godfrey Family Super Fund's 30 June 2022 audit.

Kind regards,

**AXiA SUPER AUDITS**  
[ABN 73 133 954 211]



**Ms Kristine Go | SMSF Auditor**  
Date audit completed: 07/11/2022

**SELF MANAGED SUPERANNUATION FUND  
INDEPENDENT AUDITOR'S REPORT**

**Approved Self-Managed Superannuation Fund (SMSF) Auditor Details**

<b>Name</b>	Ms Kristine Go
<b>Business Name</b>	AXiA Super Audits
<b>Business Postal Address</b>	PO Box 3553 Australia Fair Qld 4215
<b>SMSF Auditor Number (SAN)</b>	100 260 615

**SMSF Details**

<b>Fund Name</b>	Godfrey Family Super Fund
<b>Australian Business Number (ABN) or Tax File Number (TFN)</b>	60 945 033 893
<b>Fund Address</b>	C/- Westwood Group, PO Box 332, Fortitude Valley Qld 4006
<b>Year of Income Being Audited</b>	30 June 2022

## TO THE SMSF TRUSTEES

To the SMSF Trustees of Godfrey Family Super Fund

### PART A: FINANCIAL AUDIT

#### Opinion

I have audited the special purpose financial report of **Godfrey Family Super Fund** comprising the statement of financial position as at **30 June 2022** and the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes.

In my opinion, the financial report presents fairly in all material respects, in accordance with the accounting policies described in the notes to the financial report, the financial position of the fund at **30 June 2022** and the results of its operations for the year then ended.

#### Basis for Opinion

My audit has been conducted in accordance with Australian Auditing Standards (issued by the Auditing and Assurance Standards Board). My responsibilities under those standards are further described in the *Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report* section of this report.

I am independent of the SMSF in accordance with the auditor independence requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the 'Code') as required by the *Superannuation Industry (Supervision) Regulations 1994* ('SISR'). I have also fulfilled my other ethical responsibilities in accordance with the Code. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. My firm or network firm did not prepare the financial statements for the SMSF. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

#### Emphasis of Matter - Basis of accounting

I draw attention to Note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist **Godfrey Family Super Fund** meet the requirements of the SMSF's governing rules, the *Superannuation Industry (Supervision) Act 1993* (the 'SISA') and the SISR. As a result, the financial report may not be suitable for other purposes, and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

#### Responsibilities of SMSF trustees for the financial report

Each SMSF trustee (individual trustee or director of the corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund, or have no realistic alternative but to do so.

Each SMSF trustee is responsible for overseeing the fund's financial reporting process.

**Approved SMSF auditor's responsibility for the audit of the financial report**

My objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of an internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I have communicated with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I may identify during the audit.

## PART B: COMPLIANCE ENGAGEMENT

### Opinion

I have undertaken a reasonable assurance engagement on **Godfrey Family Super Fund's** compliance, in all material respects, with the applicable provisions of the SISA and the SISR as listed below (the '**Listed Provisions**') for the year ended **30 June 2022**.

**Sections:** 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

**Regulations:** 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

In my opinion, each trustee of **Godfrey Family Super Fund** has complied in all material respects, with the Listed Provisions, for the year ended **30 June 2022**.

### Basis for Opinion

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my qualified opinion.

### Independence and quality control

I have complied with the independence and other ethical requirements relating to assurance engagements, and applied Auditing Standards ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements* in undertaking this assurance engagement. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

### SMSF trustees' responsibilities

Each SMSF trustee is responsible for complying with the listed provisions and for the identification of risks that threaten compliance with the Listed Provisions, controls which will mitigate those risks and monitoring ongoing compliance.

### Approved SMSF auditor's responsibilities

My responsibility is to express an opinion on the trustees' compliance, in all material respects, with the Listed Provisions, for the year ended **30 June 2022**. ASAE 3100 *Compliance Engagements* requires that I plan and perform my procedures to obtain reasonable assurance about whether the trustees have complied, in all material respects, with the Listed Provisions for the year ended **30 June 2022**.

An assurance engagement to report on the trustees' compliance with the Listed Provisions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including the identification and assessment of risks of material non-compliance.

My procedures included examination, on a test basis, of evidence supporting compliance with the requirements of the Listed Provisions for the year ended **30 June 2022**.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified.

**Inherent limitations**

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the Listed Provisions may occur and not be detected.

A reasonable assurance engagement for the year ended **30 June 2022** does not provide assurance on whether compliance with the Listed Provisions will continue in the future.

**AXiA SUPER AUDITS**

[ABN 73 133 954 211]



**Ms Kristine Go | SMSF Auditor**

Date audit completed: 07/11/2022

## APPENDIX 1 - Explanation of listed sections and regulations in compliance engagement

This appendix is included to assist with the meaning of the legislation and regulations listed above.

Section or Regulation	Explanation
<b>S17A</b>	The fund must meet the definition of a self-managed super fund (SMSF)
<b>S35AE</b>	The trustees must keep and maintain accounting records for a minimum of five years
<b>S35B</b>	The trustees must prepare, sign and retain accounts and statements
<b>S35C(2)</b>	The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor
<b>S62</b>	The fund must be maintained for the sole purpose of providing benefits to any or all of the following: - fund members upon their retirement - fund members upon reaching a prescribed age - the dependants of a fund member in the case of the member's death before retirement
<b>S65</b>	The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year
<b>S66</b>	The trustees must not acquire any assets (not listed as an exception) from any member or related party of the fund
<b>S67</b>	The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exception)
<b>S67A &amp; 67B</b>	The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets (not listed as an exception to the borrowing rules)
<b>S82-85</b>	The trustees must comply with the in-house asset rules
<b>S103</b>	The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years
<b>S104</b>	The trustees must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years
<b>S104A</b>	Trustees who became a trustee on or after 1 July 2007 must sign and retain a trustee declaration
<b>S105</b>	The trustees must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years

<b>S109</b>	All investment transactions must be made and maintained at arms-length - that is, purchase, sale price and income from an asset reflects a true market value and or rate of return
<b>S126K</b>	A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund
<b>Sub Reg 1.06 (9A)</b>	Pension payments must be made at least annually, and must be at least the amount calculated under Schedule 7
<b>Reg 4.09</b>	Trustees must formulate, regularly review and give effect to an investment strategy for the fund
<b>Reg 4.09A</b>	The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer sponsor
<b>Reg 5.03</b>	Investment returns must be allocated to members in a manner that is fair and reasonable
<b>Reg 5.08</b>	Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed out in a permitted fashion
<b>Reg 6.17</b>	Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed
<b>Reg 7.04</b>	Contributions can only be accepted in accordance with the applicable rules for the year being audited
<b>Reg 8.02B</b>	When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value
<b>Reg 13.12</b>	Trustees must not recognise an assignment of a super interest of a member or beneficiary
<b>Reg 13.13</b>	Trustees must not recognise a charge over or in relation to a member's benefits
<b>Reg 13.14</b>	Trustees must not give a charge over, or in relation to, an asset of the fund
<b>Reg 13.18AA</b>	Investments in collectables and personal use assets must be maintained in accordance with prescribed rules