

Compliance Workpapers
The Red Orrangytan Super Fund
Financial Year - 2022



Fund Details

Fund Name	The Red Orrangytan Super Fund
Contact no	
Financial Year	2022
Established Date	27/08/2013
ABN	75 809 775 803
TFN	950535924
Trustee Type	Corporate
Trustees	Red Orrangytan Pty Ltd
ACN	164827936

Statement of Financial Position

Assets	Qty	2022	2021	Change (\$)	Change (%)	
Other Assets	0.00	362,755.56	362,870.97	-115.41	0.03	
Cash At Bank	0.00	362,655.96	353,236.07	9,419.89	2.67	WP-1 WP-2
CBA Bank Account	0.00	362,655.96	353,236.07	9,419.89	2.67	
Current Tax Assets	0.00	99.60	9,634.90	-9,535.30	98.97	WP-1 WP-2 WP-3
Income Tax Payable	0.00	124.80	9,510.10	-9,385.30	98.69	
Provision for Income Tax	0.00	-25.20	-67.20	42.00	62.50	
Withholding Credits	0.00	0.00	192.00	-192.00	100.00	
Cash At Bank	0.00	0.00	27.00	-27.00	100.00	
CBA Bank Account	0.00	0.00	27.00	-27.00	100.00	
Stapled Securities	0.00	0.00	165.00	-165.00	100.00	
360 Capital REIT	0.00	0.00	165.00	-165.00	100.00	
Total Assets	0.00	362,755.56	362,870.97	-115.41	0.03	

Liabilities	Qty	2022	2021	Change (\$)	Change (%)	
Total Liabilities	0.00	0.00	0.00	0.00	0.00	

Member Entitlements	Qty	2022	2021	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	362,755.56	362,870.97	-115.41	0.03	WP-1 WP-2

Member Entitlements	Qty	2022	2021	Change (\$)	Change (%)	
Mr Antony Gerrard	0.00	362,755.56	362,870.97	-115.41	0.03	
Accumulation	0.00	362,755.56	362,870.97	-115.41	0.03	
Total Member Entitlements	0.00	362,755.56	362,870.97	-115.41	0.03	

Operating Statement

Income	2022	2021	Change (\$)	Change (%)	
Investment Gains	0.00	29.95	-29.95	100.00	
Realised Capital Gains	0.00	29.95	-29.95	100.00	WP-1
Shares in Listed Companies	0.00	29.95	-29.95	100.00	
CommSec Account	0.00	29.95	-29.95	100.00	
Investment Income	0.00	419.72	-419.72	100.00	WP-1 WP-2
General Taxable Income	0.00	354.11	-354.11	100.00	
Stapled Securities	0.00	354.11	-354.11	100.00	
360 Capital REIT	0.00	354.11	-354.11	100.00	
Interest	0.00	65.61	-65.61	100.00	
Cash At Bank	0.00	65.61	-65.61	100.00	
CBA Bank Account	0.00	65.61	-65.61	100.00	
Other Income	168.20	0.00	168.20	100.00	
ATO Interest Payments	168.20	0.00	168.20	100.00	WP-1 WP-2
Total Income	168.20	449.67	-281.47	62.59	
Expenses	2022	2021	Change (\$)	Change (%)	
Total Expenses	0.00	0.00	0.00	0.00	
Income Tax	2022	2021	Change (\$)	Change (%)	
Income Tax Expense	25.20	314.70	-289.50	91.99	WP-1 WP-2

Income Tax	2022	2021	Change (\$)	Change (%)	
Income Tax Expense	25.20	314.70	-289.50	91.99	
Prior Years Under Provision for Income Tax	258.41	0.00	258.41	100.00	
Total Income Tax	283.61	314.70	-31.09	9.88	

Net Profit(Loss) Total	-115.41	134.97			
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Lump Sum Payment - Good to Go

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

Preservation Components

							Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year				
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount			
Mr Antony Gerrard (Age: 55 at 30/06/2022)										
Accumulation	Accumulation	362,870.97	0.00	0.00	362,755.56	0.00	0.00			

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
	Mr Antony Gerrard (Age: 55 at 30/06/2022)			
	Accumulation		305,000.00	305,000.00

Work Test - Good to Go

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

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Mr Antony Gerrard Date of Birth: 10/04/1967 (Age: 54 at 30/06/2022)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		75,000.00	0.00
	Maximum cap available		102,500.00	110,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries - Good to Go

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

Income Comparison - Good to Go

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

Benefits Paid to Member < 60 - Good to Go

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

Retirement Condition - Good to Go

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

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Other Income / ATO Interest Payments					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	114.83	114.83
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	0.00	53.37	168.20
30/06/2022	Closing Balance	0.00	0.00	0.00	168.20
Income Tax Expense / Income Tax Expense					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
30/06/2022	Fund Income Tax	0.00	25.20	0.00	25.20
30/06/2022	Closing Balance	0.00	0.00	0.00	25.20
Prior Years Under Provision for Income Tax					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	258.41	0.00	258.41
30/06/2022	Closing Balance	0.00	0.00	0.00	258.41
Cash At Bank - CBA Bank Account					
01/07/2021	Opening Balance	0.00	0.00	0.00	353,236.07
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	7,847.71	0.00	361,083.78
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	1,572.18	0.00	362,655.96

Date	Description	Quantity	Debits	Credits	Balance
30/06/2022	Closing Balance	0.00	0.00	0.00	362,655.96
Other Assets - Receivables / Sundry Debtors / ATO Interest Payments					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	114.83	114.83
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	114.83	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Current Tax Assets / Income Tax Payable					
01/07/2021	Opening Balance	0.00	0.00	0.00	9,510.10
01/07/2021	Fund Tax Finalisation	0.00	124.80	0.00	9,634.90
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	1,362.29	8,272.61
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	1,729.12	6,543.49
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	2,275.89	4,267.60
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	2,365.58	1,902.02
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	0.00	1,777.22	124.80
30/06/2022	Closing Balance	0.00	0.00	0.00	124.80
Other Assets - Current Tax Assets / Provision for Income Tax					
01/07/2021	Opening Balance	0.00	0.00	0.00	67.20

Date	Description	Quantity	Debits	Credits	Balance
01/07/2021	Fund Tax Finalisation	0.00	67.20	0.00	0.00
30/06/2022	Tax Effect Of Income	0.00	0.00	25.20	25.20
30/06/2022	Closing Balance	0.00	0.00	0.00	25.20
Other Assets - Current Tax Assets / Withholding Credits / Cash At Bank / CBA Bank Account					
01/07/2021	Opening Balance	0.00	0.00	0.00	27.00
01/07/2021	Fund Tax Finalisation	0.00	0.00	27.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Current Tax Assets / Withholding Credits / Stapled Securities / 360 Capital REIT					
01/07/2021	Opening Balance	0.00	0.00	0.00	165.00
01/07/2021	Fund Tax Finalisation	0.00	0.00	165.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Suspense					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	1,362.29	1,362.29
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	1,729.12	3,091.41
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	2,275.89	5,367.30
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	2,365.58	7,732.88
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	1,362.29	0.00	6,370.59

Date	Description	Quantity	Debits	Credits	Balance
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	1,729.12	0.00	4,641.47
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	2,275.89	0.00	2,365.58
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	2,365.58	0.00	0.00
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	0.00	1,572.18	1,572.18
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	1,572.18	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / CBA Bank Account					
01/07/2021	Opening Balance	0.00	0.00	0.00	0.00
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	0.00	7,847.71	7,847.71
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	114.83	0.00	7,732.88
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	1,362.29	0.00	6,370.59
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	1,729.12	0.00	4,641.47
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	2,275.89	0.00	2,365.58
08/10/2021	Direct Credit 012721 ATO ATO002000015778763	0.00	2,365.58	0.00	0.00
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	0.00	1,572.18	1,572.18

Date	Description	Quantity	Debits	Credits	Balance
19/10/2021	Direct Credit 012721 ATO ATO003000015727557	0.00	1,572.18	0.00	0.00
30/06/2022	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Antony Gerrard / Accumulation					
01/07/2021	Opening Balance	0.00	0.00	0.00	362,870.97
30/06/2022	Income Taxes Allocated	0.00	283.61	0.00	362,587.36
30/06/2022	Investment Profit or Loss	0.00	0.00	168.20	362,755.56
30/06/2022	Closing Balance	0.00	0.00	0.00	362,755.56

Permanent Documents

[OCR_rosf trustee declaration.pdf](#)

[OCR_rosf investment strategy 02 06 21.pdf](#)

[OCR_rosf ajg membership application .pdf](#)

[OCR_rosf trust deed.pdf](#)

[The Red Orrangytan Pty Ltd_ASIC Extract.pdf](#)

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 or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

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

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 **Tax file number (TFN)**

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

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

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

The Red Orrangytan Super Fund

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

4 **Current postal address**

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 **Annual return status**

Is this an amendment to the SMSF's 2022 return?

A No Yes

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

B No Yes

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

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

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

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

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

A Fund's financial institution account details

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

Fund BSB number 067167

Fund account number 16450289

Fund account name

Red Orrangytan Pty Ltd ATF The Red Orrangytan Super Fund

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

smsfdataflow

Fund's tax file number (TFN)

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

9 Was the fund wound up during the income year?
 No Yes If yes, provide the date on which the fund was wound up

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

 Have all tax lodgment and payment obligations been met? No Yes

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

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

No Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

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

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

Fund's tax file number (TFN)

Section B: Income

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

11 Income

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

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2022*.

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

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

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

Gross interest **C** \$ -00

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

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

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

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

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

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

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

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

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

GROSS INCOME (Sum of labels A to U) W \$ <input type="text" value="168"/> -00	Loss <input type="checkbox"/>
Exempt current pension income Y \$ <input type="text" value="0"/> -00	
TOTAL ASSESSABLE INCOME (W less Y) V \$ <input type="text" value="168"/> -00	Loss <input type="checkbox"/>

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

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

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

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

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

TOTAL SMSF EXPENSES
Z \$
 (N plus Y)

#This is a mandatory label.

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

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2022* on how to complete the calculation statement.

#Taxable income	A	\$	<input type="text" value="168"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="25.20"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	J	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

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

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

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

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

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

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

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

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

Credit for interest on early payments – amount of interest	H1 \$ <input type="text"/>
Credit for tax withheld – foreign resident withholding (excluding capital gains)	H2 \$ <input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	H3 \$ <input type="text"/>
Credit for TFN amounts withheld from payments from closely held trusts	H5 \$ <input type="text"/>
Credit for interest on no-TFN tax offset	H6 \$ <input type="text"/>
Credit for foreign resident capital gains withholding amounts	H8 \$ <input type="text"/>
Eligible credits	H \$ <input type="text" value="0"/>
	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>

#Tax offset refunds (Remainder of refundable tax offsets)	I \$ <input type="text" value="0"/>
	<i>(unused amount from label E – an amount must be included even if it is zero)</i>

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S \$ <input type="text" value="284.20"/>
	<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 **U \$** -00

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

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

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

Day Month Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses

O \$

Loss

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance
S1 \$

Retirement phase account balance - Non CDBIS
S2 \$

Retirement phase account balance - CDBIS
S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

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

15b Australian direct investments

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

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

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

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

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

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?
A No Yes \$

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value=""/>	-00		
Permissible temporary borrowings	V2 \$ <input type="text" value=""/>	-00		
Other borrowings	V3 \$ <input type="text" value=""/>	-00	Borrowings	V \$ <input type="text" value="0"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)			W \$	<input type="text" value="362755"/>
Reserve accounts			X \$	<input type="text" value="0"/>
Other liabilities			Y \$	<input type="text" value="0"/>
TOTAL LIABILITIES			Z \$	<input type="text" value="362755"/>

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.

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 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 Day / Month / Year

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

The Red Orrangytan Super Fund
Investment Income Comparison Report
 For the period 1 July 2021 to 30 June 2022

Payment Date	Income Type	Ledger Data			Announcement Data				
		Total Income	Tax Credits+	Diff *	Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+
Total		0.00	0.00					0.00	0.00



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

The Red Orrangytan Super Fund

Tax Accounting Reconciliation

For the period 1 July 2021 to 30 June 2022

Operating Statement Profit vs. Provision for Income Tax	2022 \$
Benefits Accrued as a Result of Operations before Income Tax	168.20

LESS:

Rounding	0.20
Taxable Income or Loss	168.00

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	168.00	25.20
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
Provision for Income Tax		25.20

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	25.20
Income Tax Expense	25.20

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	25.20
Income Tax Payable (Receivable)	25.20

Exempt Current Pension Income Settings

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

The Red Orrangytan Super Fund
Statement of Taxable Income
For the Period from 1 July 2021 to 30 June 2022

Description	Investment Reference	Date	Tax Return Ref.	Amount
			Section B	
Income				
Net Capital Gain				
Deferred Capital Gain Realised		30 Jun 2022	A	0.00
Less Capital Losses Applied		30 Jun 2022	A	0.00
Less Discount		30 Jun 2022	A	0.00
Total Net Capital Gain			A	0.00
Total Gross Rent and Other Leasing & Hiring Income			B	0.00
Gross Interest				
Direct Credit 012721 ATO ATO002000015778763		08 Oct 2021	C	114.83
Direct Credit 012721 ATO ATO003000015727557		19 Oct 2021	C	53.37
Less Rounding			C	(0.20)
Total Gross Interest			C	168.00
Total Forestry Managed Investment Scheme Income			X	0.00
Total Net Foreign Income			D	0.00
Total Australian Franking Credits from a New Zealand Company			E	0.00
Total Transfers from Foreign Funds			F	0.00
Total Gross Payments where ABN not quoted			H	0.00
Total Gross Distribution from Partnerships			I	0.00
Total Unfranked Dividend Amount			J	0.00
Total Franked Dividend Amount			K	0.00
Total Dividend Franking Credit			L	0.00
Total Gross Trust Distributions			M	0.00
Total Assessable Employer Contributions			R1	0.00
Total Assessable Personal Contributions			R2	0.00
Total No-TFN quoted contributions			R3	0.00
Total Transfer of Liability to life insurance company or PST			R6	0.00
Total Assessable Contributions			R	0.00
Total Other Income			S	0.00
Total Assessable Income Due to Changed Tax Status of Fund			T	0.00
Total Net Non-arm's Length Income			U	0.00
Total Exempt Current Pension Income			Y	0.00
Total Assessable Income				168.00

Deductions

Section C

Total Interest Expenses within Australia	A	0.00
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The Red Orrangytan Super Fund
Statement of Taxable Income
For the Period from 1 July 2021 to 30 June 2022

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Interest Expenses Overseas			B	0.00
Total Capital Works Deductions			D	0.00
Total Deduction for Decline in Value of Depreciating Assets			E	0.00
Total Death or Disability Premiums			F	0.00
Total Death Benefit Increase			G	0.00
Total Approved Auditor Fee			H	0.00
Total Investment Expenses			I	0.00
Total Management and Administration Expenses			J	0.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Total Other Deductions			L	0.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2022	M	0.00
Less Net Exempt Income		30 Jun 2022	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				0.00
Taxable Income or Loss		(V - N)	O	168.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2022	T1	25.20
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2022	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2022	J	0.00

Total Gross Tax				25.20
------------------------	--	--	--	-------

Total Credit: Foreign Tax Income Offset			C1	0.00
---	--	--	----	------

Total Credit: Rebates and Tax Offset			C2	0.00
--------------------------------------	--	--	----	------

Rebates and Offsets			C	0.00
----------------------------	--	--	---	------

SUBTOTAL				25.20
-----------------	--	--	--	-------

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

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

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

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

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

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

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

Total Eligible Credits				0.00
-------------------------------	--	--	--	------

The Red Orrangytan Super Fund
Statement of Taxable Income
For the Period from 1 July 2021 to 30 June 2022

Description	Investment Reference	Date	Tax Return Ref.	Amount
Net Tax Payable				25.20
Total PAYG Instalments Raised			K	0.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	0.00
Total Amount Due / (Refundable)				284.20



The Red Orrangytan Super Fund

Members Summary Report - For the period 1/07/2021 to 30/06/2022

Member's Detail	Opening Balance	Increases				Decreases				Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out		Ben Paid
Mr Antony Gerrard											
Unit 29 30 O'Connell Street Kangaroo Point QLD 4169											
Accumulation Accumulation	362,870.97	0.00	0.00	168.20	0.00	(283.61)	0.00	0.00	0.00	0.00	362,755.56
	362,870.97	0.00	0.00	168.20	0.00	(283.61)	0.00	0.00	0.00	0.00	362,755.56
	362,870.97	0.00	0.00	168.20	0.00	(283.61)	0.00	0.00	0.00	0.00	362,755.56

The Red Orrangytan Super Fund
Investment Income Summary
For the period 1 July 2021 to 30 June 2022

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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



The Red Orrangytan Super Fund
Realised Capital Gains
For the period from 1 July 2021 to 30 June 2022

Accounting Treatment					Taxation Treatment						
Quantity	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation				
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred	Capital Loss
Grand Total											

* Where there is an Excess Tax Value Amount, the Accounting Profit/(Loss) figure takes account of this. Accounting Profit/(Loss) equals Proceeds less Excess Tax Value less Original Cost.

The Red Orrangytan Super Fund
Realised Capital Gains
For the period from 1 July 2021 to 30 June 2022

Capital Gains Tax Return Summary

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

The Red Orrangytan Super Fund
 (ABN: 75 809 775 803)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2021 - 30 June 2022	Residential Address: Unit 29 30 O'Connell Street Kangaroo Point, QLD 4169
Member	Number: 1
Mr Antony James Gerrard	Date of Birth: 10 April 1967 Date Joined Fund: 27 August 2013 Eligible Service Date: 27 August 2013
	Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2021	
Accumulation	362,870.97
Total as at 1 Jul 2021	<u>362,870.97</u>

Withdrawal Benefit as at 30 Jun 2022	
Accumulation	362,755.56
Total as at 30 Jun 2022	<u>362,755.56</u>

Your Tax Components

Tax Free	305,000.00
Taxable - Taxed	57,755.56
Taxable - Untaxed	-

Your Preservation Components

Preserved	362,755.56
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No Beneficiary Nomination

My Estate
100%

For Enquiries:
 mail The Red Orrangytan Super Fund, Unit 29 30 O'Connell Street, Kangaroo Point QLD 4169

The Red Orrangytan Super Fund
 (ABN: 75 809 775 803)

Member Benefit Statement

Period	Member Account Details
1 July 2021 - 30 June 2022	Residential Address: Unit 29 30 O'Connell Street Kangaroo Point, QLD 4169
Member Number: 1	Date of Birth: 10 April 1967
Mr Antony James Gerrard	Date Joined Fund: 27 August 2013
Accumulation Account	Eligible Service Date: 27 August 2013
Accumulation	Tax File Number Held: Yes
	Account Start Date: 27 August 2013

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2021	362,870.97
<i>Increases to your account:</i>	
Share Of Net Fund Income	168.20
<u>Total Increases</u>	<u>168.20</u>
<i>Decreases to your account:</i>	
Tax on Net Fund Income	283.61
<u>Total Decreases</u>	<u>283.61</u>
Withdrawal Benefit as at 30 Jun 2022	<u>362,755.56</u>

Your Tax Components		
Tax Free	84.0787 %	305,000.00
Taxable - Taxed		57,755.56
Taxable - Untaxed		-

Your Preservation Components	
Preserved	362,755.56
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
 No insurance details have been recorded

Your Beneficiaries
No Beneficiary Nomination
 My Estate
 100%

For Enquiries:
 mail The Red Orrangytan Super Fund, Unit 29 30 O'Connell Street, Kangaroo Point QLD 4169



Trustee

The Trustee of the Fund is as follows:

Red Orrangytan Pty Ltd

The directors of the Trustee company are:

Antony Gerrard

Availability of Other Fund Information

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

Trustee Disclaimer

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

Signed on behalf of the Trustee of the Fund

.....
Antony Gerrard
Director - Red Orrangytan Pty Ltd

Statement Date: 30 June 2022

For Enquiries:

mail **The Red Orrangytan Super Fund, Unit 29 30 O'Connell Street, Kangaroo Point QLD 4169**



Income tax 551

Date generated	27/11/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

13 results found - from **27 November 2020** to **27 November 2022** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
14 Oct 2021	12 Nov 2021	Shortfall interest charge for tax shortfall for the 2019 income year calculated from 02 Dec 19 to 18 Oct 21			\$0.00
14 Oct 2021	12 Nov 2021	Tax Office initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19			\$0.00
14 Oct 2021	19 Oct 2021	EFT refund for Income Tax for the period from 01 Jul 15 to 30 Jun 16	\$1,572.18		\$0.00
14 Oct 2021	14 Oct 2021	Interest on overpayment for Income Tax for the period from 01 Jul 15 to 30 Jun 16		\$53.37	\$1,572.18 CR
14 Oct 2021	28 Feb 2017	Tax Office initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 15 to 30 Jun 16		\$795.81	\$1,518.81 CR
12 Oct 2021	28 Feb 2017	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 15 to 30 Jun 16		\$723.00	\$723.00 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
5 Oct 2021	4 Nov 2021	Tax Office initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18			\$0.00
5 Oct 2021	8 Oct 2021	Refund	\$7,847.71		\$0.00
5 Oct 2021	5 Oct 2021	Interest on overpayment		\$114.83	\$7,847.71 CR
5 Oct 2021	1 Dec 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$2,275.89	\$7,732.88 CR
5 Oct 2021	2 Dec 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19		\$2,365.58	\$5,456.99 CR
5 Oct 2021	3 Dec 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$1,362.29	\$3,091.41 CR
18 Jun 2021	2 Jul 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17		\$1,729.12	\$1,729.12 CR

Financial Year Summary

1 JULY 2021 - 30 JUNE 2022



Portfolio Valuation	Account Number	Account Name	Value as at 30 June 2022
Shares	2488632	RED ORRANGYTAN PTY LTD <RED ORRANGYTAN SUPER A/C>	\$0.00
CDIA	16450289	RED ORRANGYTAN PTY LTD <RED ORRANGYTAN SUPER A/C>	\$362,655.96
TOTAL PORTFOLIO VALUE			\$362,655.96

Allocation as at 30 June 2022

Shares in your portfolio

There are no holdings on this account.

Estimated Interest & Dividends 2021-2022 Financial Year

Est. Franked Dividends	\$0.00
Est. Unfranked Dividends	\$0.00
Est. Franking Credits	\$0.00
Est. Interest Received from Interest Rate Securities	\$0.00
TOTAL INCOME	\$0.00

Fees & Charges 2021-2022 Financial Year

Total Brokerage (inc. GST)	\$0.00
Total Subscriptions (inc. GST)	\$0.00
Other Fees (inc. GST)	\$0.00
TOTAL FEES & CHARGES	\$0.00

Sectors in your portfolio

There are no holdings on this account.

Financial Year Summary

1 JULY 2021 - 30 JUNE 2022



This statement only provides information for CDIA accounts that have been designated as the settlement account for your Commonwealth Securities Limited Share Trading account as at 30 June. Please refer to NetBank for interest income from all other CBA accounts.

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Address: Commonwealth Securities Limited, Locked Bag 22, Australia Square NSW 1215 | Phone: 13 15 19 | Website: www.commsec.com.au

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Portfolio Valuation

30 JUNE 2022



SHARES - 2488632 - HIN 64398369

RED ORRANGYTAN PTY LTD <RED ORRANGYTAN SUPER A/C>

Portfolio	Units	Unit Price	Portfolio Value	% of Portfolio
There are no holdings on this account.				
Sub Total			\$0.00	0.00%

Cash Accounts	Portfolio Value	% of Portfolio
CDIA - 06716716450289	\$362,655.96	100.00%
TOTAL	\$362,655.96	100.00%

30 JUNE 2022

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Transaction Summary

1 JULY 2021 - 30 JUNE 2022



RED ORRANGYTAN PTY LTD <RED
ORRANGYTAN SUPER A/C>

SHARES - 2488632 - HIN 64398369

There are no transactions on this account.

Total Buys and Sells	2021 - 2022 Financial Year
Total Buys (inc. Brokerage + GST)	\$0.00
Total Sells (inc. Brokerage + GST)	\$0.00

Transaction Summary

1 JULY 2021 - 30 JUNE 2022



The transaction summary is only able to display information available to Commonwealth Securities Limited. Certain transactions may not be displayed, including but not limited to transactions made off market such as Initial Public Offerings (IPOs) and Delivery vs Payment Settlements (DvP). Transactions regarding corporate actions or stock transfers are not included and can be found on your statements as issued by the company or the share registry. Transactions for Issuer Sponsored holdings placed outside of this account are not included in this summary. Links to some of the key share registries can be found below:

Computershare (<http://www.computershare.com/au/Pages/default.aspx>)
Link Market Services (<https://investorcentre.linkmarketservices.com.au/Login.aspx/Login>)
Boardroom Limited (<https://boardroomlimited.com.au>)
Security Transfer Registrars (<https://www.securitytransfer.com.au>)
Advanced Share Registry Services (<http://www.advancedshare.com.au/Home.aspx>)

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Interest & Estimated Dividend Summary



1 JULY 2021 - 30 JUNE 2022

SHARES - 2488632 - HIN 64398369

RED ORRANGYTAN PTY LTD <RED ORRANGYTAN SUPER A/C>

ESTIMATED DIVIDEND SUMMARY

There are no transactions on this account.

TOTAL

\$0.00

ESTIMATED INTEREST RECEIVED

There are no transactions on this account.

TOTAL

\$0.00

INTEREST INCOME SUMMARY

Account	Interest
CDIA - 16450289	\$0.00
TOTAL	\$0.00

Interest & Estimated Dividend Summary



1 JULY 2021 - 30 JUNE 2022

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Interest & Estimated Dividend Summary



1 JULY 2021 - 30 JUNE 2022

GLOSSARY

Units	The number of registered securities that you own.
Unit Price	The Portfolio Valuation 'Unit Price' is calculated using a 'Reference' Price provided by the ASX which takes into account an adjustment to determine value at Close of Market if the Security does not trade in the Closing Single Price Auction on the Valuation Date.
Brokerage	The fee or charge that is paid by you when transacting a buy or sell.
Holder Identification Number (HIN)	When you are CHESS sponsored with a Broker you will be issued a unique number, called a HIN. Multiple holdings can be registered under the single HIN. A HIN starts with the letter X and usually followed by 10 numbers, e.g. X0001234567.
Dividend	A dividend is a payment made to shareholders from the company. This payment is a portion of the company's profits. ASX listed companies typically pay dividends twice a year, usually as an 'interim' dividend and a 'final dividend'. From time to time, a company may also pay a 'special' dividend.
Ex-dividend date	The ex-dividend date occurs two business days before the company's Record Date. To be entitled to a dividend a shareholder must have purchased the shares before the ex-dividend date. If you purchase shares on or after that date, the previous owner of the shares (and not you) is entitled to the dividend.
Interim dividend	A dividend paid during the year, usually accompanying a company's interim financial statements.
Final dividend	A dividend paid at the end of a company's financial year, representing a return based on the previous twelve months' financial performance and the future outlook.
Special dividend	A dividend paid by the company outside typical recurring (interim and final) dividend cycle.
Record date	The record date is the date the share registries use in determining who is entitled to a dividend or entitlement associated with a security. Those who held the security in the company and were on the register on the record date are eligible for the entitlement.
Payment date	The date on which a declared dividend is scheduled to be paid.
Unfranked dividend	Dividends which do not carry a franking credit.
Franked dividend	Franked dividends are paid to security holders out of profits on which the company has already paid tax.
Franking /Imputation Credit	A franking credit is your share of tax paid by a company on the profits from which your dividend is paid. They are also known as Imputation Credits.
Total subscription	Total subscription can include, but is not limited to market data and research subscription fees and share trade alerts.
Other fees	Other fees can include, but are not limited to: Off market transfer fees, conditional trading fees, rejection fees, early and late settlement fees, fail fees, SRN query, rebooking fees, cheque payment fee or cheque dishonour fees and the printing and posting of contract notes.
Corporate action (CA)	Any action initiated by the company or corporation, for the purpose of giving an entitlement to shareholders.



RED ORRANGYTAN PTY LTD - RED ORRANGYTAN
SUPER A - C -
UNIT 29 30 O CONNELL ST
KANGAROO POINT QLD Australia 4169

27 November 2022

Dear RED ORRANGYTAN PTY LTD - RED ORRANGYTAN SUPER A - C -,
Here's your account information and a list of transactions from 01/07/21-30/06/22.

Account name RED ORRANGYTAN PTY LTD - RED ORRANGYTAN SUPER A - C -
BSB 067167
Account number 16450289
Account type CDIA
Date opened 25/09/2013

Date	Transaction details	Amount	Balance
08 Oct 2021	Direct Credit 012721 ATO ATO002000015778763	\$7,847.71	\$361,083.78
19 Oct 2021	Direct Credit 012721 ATO ATO003000015727557	\$1,572.18	\$362,655.96

Any pending transactions haven't been included in this list. Proceeds of cheques aren't available until cleared.

If you have questions or need more information, go to commbank.com.au/support.

Yours sincerely,

Brian Moseley
General Manager, Retail Customer Service

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 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.

You must also complete the declaration if you are a legal personal representative who has been appointed as trustee (or director of a corporate trustee) on behalf of a:

- member who is under a legal disability (usually a member under 18 years old)
- member for whom you hold an enduring power of attorney
- deceased member.

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
- 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 over the age of 18 years).

WHAT SHOULD YOU DO WITH THE DECLARATION?

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

We recommend that you keep a copy of your completed declaration and refer to it and *Self-managed super funds – key messages for trustees* (NAT 71128), which is available on the ATO website, when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

❗ 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

RED ORRANGYTAN 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 significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

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

TRUSTEE DUTIES

I understand that by law I must at all times:

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

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

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

Investment restrictions

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

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

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

Accepting contributions and paying a benefit

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

Administration

I understand that the trustees of the fund must:

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

DECLARATION

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

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

Trustee's or director's name

Antony James Gerrard

Trustee's or director's signature



Date

Day 27 / Month 08 / Year 2017

Witness' name (witness must be over the age of 18 years)

TIM BEIRNE

Witness' signature



Date

Day 27 / Month 8 / Year 17

Red Orrangytan Super Fund (“the Fund”)

Investment Strategy

Objectives

This investment strategy outlined below represents an expansion and clarification of the Investment Strategy agreed at the formation of Red Orrangytan Super Fund. This investment Strategy replaces the Investment Strategy document dated 1 June 2020.

The Trustees consider this Investment Strategy to fulfill the principal objective of maximising Member returns having regard to risk and is consistent with the investment objectives of the Fund which are as follows:

1. Ensure the capital value of the Fund is preserved at all times.
2. To achieve a long term rate of return in excess of the CPI. It is expected that year-on-year returns might vary and that there might be years when returns are negative.
3. To provide retirement benefits for the Member.
4. To ensure that sufficient assets will be available to meet benefit payments when those payments are due to be paid (solvency).
5. To ensure that sufficient liquid assets will be available to meet benefit payments and liabilities as and when those payments are due to be paid (liquidity).
6. The Fund has a relatively long time horizon. The member is 54 and does not expect to access his superannuation prior to age 60. Under current laws the member cannot access his superannuation prior to 60 without it being taxable. Accordingly, there is no anticipated benefit in the next 6 years.
7. The member has other superannuation in an employer sponsored fund and so will not be solely reliant on the benefits in this fund for his retirement.
8. The Member is prepared to endure a reasonable level of volatility of returns in expectation of long term growth.

Statement on Risk

Investment risk is borne by the Member, as fluctuation in investment returns will affect the level of the Member’s benefits on withdrawal.

Diversification

Diversification is achieved through a mix of Australian or international investments across a range of asset classes. The Trustees recognise that diversification can result in significant reduction to return volatility while maintaining the level of anticipated return.

The Fund may invest primarily in property. The Trustees recognise this to be a high level of property specific risks. The Trustee considers that real property is a secure investment with the prospect of long term capital appreciation while generating steady income growth.

Ability to pay expenses

Sufficient cash flow will be maintained to discharge administration expenses and other outgoings. The Fund is a defined contribution fund and the Members are entitled to the accumulation of contributions and earnings in the Members’ account on withdrawal.

Investment Strategy

With regard to the investment strategy outlined above the Trustee has adopted an Investment Strategy aimed at accumulating assets in the Fund over the long term. The Trustee can invest within Australia or overseas in the following asset classes:

- Shares and related investments including Listed Property Trusts, options, futures, Exchange Traded capital notes, options and warrants
- Managed Investments, Unit Trusts, Separately Managed Accounts and related investments
- Bank operating accounts, cash, bonds, debentures, installment warrants, fixed term deposits and term deposits
- Residential and commercial property, with or without borrowing
- Other assets considered appropriate by the Trustee and permitted by the Trust Deed and Superannuation Law

Percentage Investment Range

The Trustees consider that no specific percentage range for each of the above assets classes should be adopted but each asset should be considered on its own investment merits having regard to an appropriate degree of diversification.

In the previous year the fund sold its investments in listed shares and listed trusts and has kept its investments in cash while investigating the acquisition of direct property. No suitable property was found.

The strategy over the next twelve months is for the balance to remain in bank operating accounts, cash and fixed term deposits.


Insurance Consideration

The Trustee notes the requirement for the Fund to consider insurance for the benefit of the Member. The Trustee also notes the insurance policy can be issued from the Fund, another Superannuation Fund or in the Member's personal capacity. The Trustee will consider insurance and implement a suitable insurance strategy as appropriate for their circumstance from time to time.

The member advises that he has adequate insurance through a group policy with his employer sponsored fund, that he has no dependents and that there may be difficulty in obtaining a cost effective individual insurance policy due to preexisting conditions.

Therefore, the Trustee decided not to take out insurance for the member.
If the member's circumstances change in the future, this will be reviewed.

Signed:



Antony Gerrard
Red Orrangytan Pty Ltd

2 JUN 2021

Date

**APPLICATION FOR MEMBERSHIP
CONFIDENTIAL**

TO: THE TRUSTEE, RED ORRANGYTAN SUPER FUND

I, ANTONY JAMES GERRARD, apply for membership of the Fund.

- (a) I will be bound by the Trust Deed governing the Fund as varied from time to time.
- (b) I will notify the Trustee if I am, or if at any time I cease to be, Gainfully Employed as defined in the Trust Deed.
- (c) I consent to the Trustee acting as Trustee of the Fund.
- (d) I declare that the information in this Application is accurate in every respect.

APPLICATION DETAILS

Name: ANTONY JAMES GERRARD

Address: 29/30 O'Connell Street, Kangaroo Point Qld 4169

Occupation: *RISK MANAGER*

Date of Birth: 10/04/1967

Membership Class: A

Tax File Number: *489 710 311*

NOTE: Your Tax File Number (TFN) is confidential. Before you provide it, you must be told:

- 1. Your TFN can be collected under the Superannuation Industry (Supervision) Act 1993.
- 2. If you provide your TFN, it will only be used for legal purposes, which currently include:
 - finding or identifying your superannuation benefits;
 - calculating tax on benefit payments and contributions; and
 - providing information to the Commissioner of Taxation.

These purposes may change in the future as a result of legislative change.

- 3. It is not an offence not to provide your TFN. If you do not:
 - you may pay unnecessary tax on your benefits and contributions, which you will need to reclaim later through the income tax assessment process; and
 - it may be more difficult to find unclaimed benefits that you have, or to locate and amalgamate other benefits you have.

The consequences of not providing your TFN may change in the future as a result of legislative change.

- 4. If you provide your TFN, the trustee may provide it to:
 - the trustee of another superannuation fund when you transfer your benefits to it, unless you instruct the trustee not to; and
 - the Commissioner of Taxation,but otherwise it will be treated as confidential.

NOMINATED DEPENDANT(S)

I nominate the following persons as my Nominated Dependants:

SURNAME(S)	GIVEN NAME(S)	RELATIONSHIP	% OF BENEFIT
<i>M-Y</i>	<i>ESTATE</i>		

DATED *27th August* 2013
DMH10124989 5949731v1

Signature *[Handwritten Signature]*



TRUST DEED
establishing
Red Orrangytan Super Fund



CGW
STRUCTURES

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THIS DEED is made on the date specified in Schedule A by the person or entity named in Schedule A as the Trustee (Trustee).

1. ESTABLISHMENT

The Trustee declares that it will act as trustee of the fund (**Fund**). The Fund will be known by the name set out in Schedule A.

2. DIVISIONS

Division A of this deed deals with the management and administration of the Fund and Division B deals with the Benefits payable from the Fund.

3. COVENANTS

The Trustee covenants that it will perform and observe the covenants, trusts, and conditions of this deed.

- DIVISION A -

4. INTERPRETATION - DEFINITIONS

The meanings of the terms used in this deed are set out below.

Term	Meaning
Accumulation Account	the account established on behalf of each Member or Beneficiary in respect of each Class of which the person is a member
Annuity	the same meaning as in section 10 of the SIS Act
Beneficiary	a person presently and absolutely entitled to receive a Benefit including a Pensioner
Benefit	any amount that is payable out of the Fund to or in respect of a Member
Benefit Entitlement	any amount held in the Fund that may become payable to a person but to which the person has not become absolutely and indefeasibly entitled
Child Maintenance Trust	a trust, the only beneficiaries of which are prescribed persons for the purpose of section 102AC of the <i>Income Tax Assessment Act 1936</i> (Cth) and that complies with the requirements in that section
Commissioner	as the case requires, the Commissioner of Taxation, Australian Prudential Regulation Authority or other regulatory body having responsibility for administration of the Relevant Requirements in relation to the Fund
Complying Superannuation Fund	a complying superannuation fund pursuant to the Relevant Requirements

Term	Meaning
Condition of Release	the same meaning as in regulation 6.01 of the SIS Regulations
Constitutional Corporation	the same meaning as in section 10 of the SIS Act
Contribution Splitting Request	a valid application by a Member under Regulation 6.44 of the SIS Regulations that the Trustee has accepted
Contributions	gross payments to the Fund in respect of Members prior to the withdrawal of any Taxation payable in respect of those Contributions, and for the purposes of this definition, payments includes the transfer of an asset that is intended by the transferee to be a contribution
Dependant	in relation to a Member or former Member includes a dependant as defined in section 10 of the SIS Act
Eligible Rollover Fund	the same meaning as in section 242 of the SIS Act
Eligible Termination Payment	the same meaning as in section 27A of the Tax Act
Employee	a person employed by an Employer and any person for whom an employer must make a superannuation contribution in order to avoid liability for the superannuation guarantee charge under the <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i>
Employer	any person, firm or corporation who employs a Member and who is permitted to make Contributions to the Fund
Forfeiture Account	the account established pursuant to clause 26
Fund	the Fund established by this deed
Fund Year	a period of twelve months ending on 30 June, or any other period nominated by the Trustee
Gainful Employment	in relation to a Member means engagement in any business, trade, profession, vocation, calling, occupation or employment for gain to the extent required by the Relevant Requirements
Member	a person who has been accepted as a Member of the Fund and who has not ceased to be a Member
Nominated Dependant	a person nominated by a Member as the Nominated Dependant and may include the legal personal representative of the Member
non-commutable allocated pension	the same meaning as in regulation 6.01(2) of the SIS Regulations
non-commutable pension	the same meaning as in regulation 6.01(2) of the SIS Regulations

Term	Meaning
Normal Retirement Age	the age of 65 years or any other age over 54 years as is acceptable to or required by the Commissioner or the Relevant Requirements and as the Trustee may determine
Pension	a Benefit paid in accordance with the Pension Conditions
Pensioner	<p>(a) a Member who has applied to receive some or all of the Benefits payable to the Member as a Pension in accordance with this deed</p> <p>(b) a person in receipt of a Pension from the Fund (including a Reversionary Beneficiary in receipt of a Pension)</p>
Pension Account	the account established in respect of a Pensioner in accordance with clause 27.2
Pension Conditions	the operating standards contained in regulation 1.06 of the SIS Regulations and any other provisions of the Relevant Requirements necessary for the Fund to pay a Pension or superannuation income stream for the purposes of the Relevant Requirements
Pension Reserve Account	the account established in respect of a Pensioner in accordance with clause 27.5
Policy	any policy of assurance including a policy on the life of a Member for endowment, term, disablement, accident or sickness insurance
Preservation Age	the same meaning as in Regulation 1.06(2) of the SIS Regulations
Preserved Payment	a payment made to the Fund or a transfer from a Rollover Fund which must be preserved under the Relevant Requirements
Preserved Payment Benefit	a benefit arising from a Preserved Payment or any other amount that is included in a Member's preserved benefits under the Relevant Requirements
Registrable Superannuation Entity	the same meaning as in the SIS Act
Regulated Fund	a regulated superannuation fund as defined in section 19 of the SIS Act
Relevant Requirements	any requirements (including the provisions of the SIS Act) that the Trustee or the deed must comply with to avoid a contravention of the requirements or in order for the Fund to qualify for concessional Taxation treatment as a Complying Superannuation Fund, and includes Part VIIIA of the <i>Family Law Act 1975</i> (Cth) and the <i>Family Law (Superannuation) Regulations 2001</i> (Cth)
Restricted Non-Preserved Benefit	in respect of a Member means an amount determined in accordance with Regulation 6.08 of the SIS Regulations

Term	Meaning
Reversionary Beneficiary	a Dependant nominated by a Pensioner as a reversionary beneficiary and, in default of a nomination by the Pensioner where appropriate for the particular form of pension concerned, a Dependant nominated by the Trustee who is eligible to receive a Benefit upon the death of a Pensioner
Rollover Fund	any other fund or benefit arrangement into which or from which assets can be transferred without causing the Fund to be in breach of the Relevant Requirements
Rollover Payment	any payment made or received by the Trustee in circumstances that satisfy the Relevant Requirements to or from any Rollover Fund
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth) and any regulations pursuant to it
SIS Regulations	the Regulations made under the SIS Act
Spouse	includes a spouse as defined in section 10 of the SIS Act, and where there is more than one such person the Trustee may determine which is considered to be the Spouse
Tax Act	<i>Income Tax Assessment Act 1936</i> (Cth), the <i>Income Tax Assessment Act 1997</i> (Cth), and any regulations pursuant to those acts
Tax Saving Amount	the total amount that the Trustee must pay to Beneficiaries in order to claim a deduction for the amount calculated in accordance with section 295-485 of the Tax Act following the death of a Member
Taxation	includes any tax, surcharge, levy, impost or duty payable by the Trustee in respect of income, Contributions, capital gains, benefits or any transaction entered into by the Trustee.
Total and Permanent Disablement	<p>(a) with respect to any potential benefit payable out of the proceeds of any insurance Policy effected by the Trustee in respect of the Member and in force at the time of the Total and Permanent Disablement of the Member, the definition contained in that Policy</p> <p>(b) if there is no such Policy (or in any case, for any potential benefit payable on Total and Permanent Disablement other than proceeds of an insurance Policy) then Total and Permanent Disablement in relation to a Member means permanent incapacity for the purposes of payment of benefits under the Relevant Requirements</p> <p>and the expression Totally and Permanently Disabled has a corresponding meaning.</p>
Transition to Retirement Income Stream	one that meets the rules in paragraph (b) of the definition of transition to retirement income stream in Regulation 6.01(2) of the SIS Regulations

Term	Meaning
Trustee	the Trustee or Trustees for the time being of the Fund
Unrestricted Non-Preserved Benefit	in respect of a Member an amount determined in accordance with Regulation 6.10 of the SIS Regulations

5. INTERPRETATION - GENERAL

Fund subject to Relevant Requirements

5.1 This deed is to be read and construed on the basis that:

- (a) the provisions of the Relevant Requirements are incorporated in the deed to the extent they are required to be incorporated in order for the Fund to be a Complying Superannuation Fund;
- (b) the Trustee may do or refuse to do anything that may be necessary to comply with the Relevant Requirements even if the action or refusal may be in conflict with any provisions of this deed; and
- (c) if there is an inconsistency between the express provisions of this deed and the provisions of the Relevant Requirements incorporated into this deed, the provisions of the incorporated Relevant Requirements prevail.

Rights of Members

5.2 The provisions of this deed do not affect the right of a Member or the personal representative of a Member or any other person to claim compensation or damages in circumstances where the Member is injured or dies as a result of an event in the course of the employment of the Member.

Severability

5.3 If any part of this deed is invalid or unenforceable, that part will (if possible) be read down to the extent necessary to avoid the invalidity or unenforceability, or alternatively will be deemed deleted; and this deed will remain otherwise in full force.

Members' rights and powers

- 5.4 Any power or right given to a Member, a Pensioner or Beneficiary in this deed (including, without limiting this clause, powers and rights given to a Member under clauses 10 and 14) can be exercised by:
- (a) if the person has died, the legal personal representative of the person, and if more than one, jointly;
 - (b) if the person is under a legal disability, the trustee of the estate of the person, or any person who holds an enduring power of attorney from the person (in accordance with the terms of the appointment); and
 - (c) any person who holds an enduring power of attorney from the person (in accordance with the terms of the appointment).

Reference to a party

- 5.5 Any reference to a party in this deed includes, and any obligation or benefit under this deed will bind or take effect for the benefit of, that party's executors, administrators, successors in title and assigns.

Construction

5.6 In this deed:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this deed) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations;
- (g) monetary references are references to Australian currency;
- (h) any Schedules or Annexures form part of this deed;
- (i) a reference to an Item is a reference to an Item in the Schedule to this deed; and
- (j) headings are included for convenience only and do not affect interpretation of this deed.

6. EMPLOYER'S AND TRUSTEE'S POWERS

Employer's power

- 6.1 Nothing in this deed affects the powers of an Employer with regard to the terms of employment or dismissal of an Employee. The existence or cessation of any actual or prospective Benefit under the Fund will not be grounds for claiming or increasing damages in any action brought against an Employer in respect of any termination of employment or otherwise.

Exercise of discretions

6.2 Despite anything to the contrary in this deed:

- (a) in exercising its powers the Trustee is not subject to the direction of any other person except where the Relevant Requirements permit. If any provisions of this deed would permit a person to give a direction to the Trustee in circumstances prohibited by the Relevant Requirements, the Trustee may disregard any such direction;
- (b) if a discretion under this deed may be exercised by a person other than the Trustee, that discretion must not be exercised without the consent of the Trustee except in circumstances not prohibited by the Relevant Requirements.

7. PROPER LAW

This deed will be governed and construed in accordance with the laws of the state or territory of the Commonwealth of Australia in which the deed is executed.

8. MEMBERSHIP OF FUND

Application for membership

- 8.1 Any person may apply to become a Member by completing an application for membership.
- 8.2 If an application for membership is not provided, the payment of a Contribution in respect of a person is deemed to constitute the receipt of an application for membership in respect of that person.

Admission to membership

- 8.3 Subject to clause 8.6, a Member is deemed to have joined the Fund on the date the completed application for membership is received or deemed to have been received or any other date determined by the Trustee.
- 8.4 The Trustee may impose conditions on a person's admission as a Member and may vary the conditions at any time.
- 8.5 Upon admission to membership the Member will be bound by this deed in all respects as if the Member were an original party to the deed.
- 8.6 The Trustee has a discretion as to whether an application for membership is accepted. If the Trustee does not accept a person as a Member, the Trustee must notify the person of that decision as soon as possible.
- 8.7 The Trustee must not admit any person as a Member if it may in the reasonable opinion of the Trustee result in the Fund becoming a public offer superannuation fund for the purposes of the Relevant Requirements, or make the Trustee a Registrable Superannuation Entity.

Cessation of membership

- 8.8 A person ceases to be a Member upon the earliest to occur of the following:
- (a) the date upon which all the Member's Benefits are paid;
 - (b) the date the death Benefit for the Member commences to be payable;
 - (c) the commencement of the payment to the Member of a Pension or the purchase of an Annuity for the Member, (in relation to which Pension or Annuity that person is now referred to as a Pensioner) that constitutes the whole of the Member's Benefit; or
 - (d) any other date as the Trustee reasonably determines.
- 8.9 For the purposes of clarity, although a person ceases to be a Member when a pension is commenced, they then become a Pensioner with rights that are appropriate for a Pensioner.

9. MEMBERSHIP NOTIFICATION REQUIREMENTS

The Trustee must provide to Members, former Members, Beneficiaries and the Commissioner on an annual basis and all other occasions required by the Relevant Requirements any information that is required by the Relevant Requirements.

10. MEETINGS OF MEMBERS

Notice

10.1 At least one-half of the Members may call a meeting by giving notice in writing to the Trustee.

Meeting date

10.2 The Trustee must convene a meeting of Members within 14 days of receiving the request and must send a notice of the meeting to each Member.

Trustee convening meeting

10.3 The Trustee may at any time convene a meeting of Members by notice in writing at least 10 days before the meeting.

Chairperson

10.4 The Members present at the meeting may appoint a chairperson. If the Members do not appoint a chairperson the Trustee may appoint a chairperson provided that the appointment does not breach the Relevant Requirements.

Quorum

10.5 A quorum for the meeting is at least 25% of the Members of the Fund.

Voting

10.6 Each Member is entitled to one vote with the chairperson being given a casting vote.

Notice from Members

10.7 If the Members are required to give notice to the Trustee under any provisions of this deed a notice signed by the chairperson of any meeting of Members certifying that a matter has been agreed to by a majority of Members is considered to be a notice from a majority of Members.

Member includes Pensioner

10.8 For the purposes of this clause 10, Member includes a Pensioner.

11. FUND RECORDS

Records and accounts to be kept

11.1 The Trustee must keep and maintain appropriate minutes and other records and documents required by the Relevant Requirements.

Audit

11.2 The financial statements and other relevant records must be audited annually or at any other times required by the Relevant Requirements.

Trust deed

11.3 A copy of this deed must be made available for inspection as required by the Relevant Requirements.

Information for Trustee

- 11.4 When requested by the Trustee a person who is a Member, Pensioner or Beneficiary must provide all information in its power or possession that may in the opinion of the Trustee be necessary or expedient for the management and administration of the Fund.

Disclosure and reporting requirements

- 11.5 The Trustee must provide to Employers, Members and former Members and the Commissioner any information reports and returns in relation to the Fund required by the Relevant Requirements.
- 11.6 The Trustee may provide the Tax File Numbers of the Members, Pensioners and Beneficiaries of the Fund to any person where the Trustee has or reasonably believes it has the consent of the relevant person to the disclosure or is required or allowed to do so by law.

12. ACCUMULATION ACCOUNTS

Separate Member Accounts

- 12.1 The Trustee must establish an Accumulation Account in respect of each Member or Beneficiary but **not** a person who is only a Pensioner.

Credits

- 12.2 The Trustee must credit the following amounts to the relevant Accumulation Account as appropriate:
- (a) any amount paid into the Fund in respect of the Member;
 - (b) the proceeds of any Policy or Annuity effected by the Trustee that the Trustee considers it appropriate to credit;
 - (c) any positive earnings as are determined by the Trustee;
 - (d) any amounts transferred from the Pension Account of a Member or Beneficiary;
 - (e) any other amount to be transferred under the Relevant Requirements to a person who is already a Member, or becoming a Member, from another Member's Benefit Entitlement;
 - (f) an amount to be transferred to the Accumulation Account of the Member from the Accumulation Account of the Member's Spouse pursuant to a Contribution Splitting Request accepted by the Trustee; and
 - (g) any other amounts as the Trustee from time to time determines.

Debits

- 12.3 The Trustee must debit the following amounts to the relevant Accumulation Account as appropriate:
- (a) any amount paid out of the Fund in respect of the Member or Beneficiary from an Accumulation Account;
 - (b) the costs of any Policy or Annuity effected by the Trustee that the Trustee considers it appropriate to debit subject to clause 12.5;

- (c) a proportion of any Taxation payable in respect of Contributions or earnings of the Fund credited to the Accumulation Account or arising as a result of a Rollover Payment as the Trustee determines;
- (d) any part of the costs and expenses incurred under clause 19 as the Trustee determines;
- (e) the amount of any lien exercised pursuant to this deed;
- (f) any amount forfeited pursuant to this deed;
- (g) any negative earnings as determined by the Trustee in accordance with this deed;
- (h) any moneys paid in respect of the Trustee's indemnity;
- (i) any amount transferred to the Pension Reserve Account or the Member's Pension Account as the Trustee considers necessary to pay the Member a Pension under clause 28;
- (j) any other amount to be paid or transferred under the Relevant Requirements to a person other than the Member from the Member's Benefit Entitlement;
- (k) the amount specified by the Member in a Contribution Splitting Request that is accepted by the Trustee; and
- (l) any other amounts the Trustee from time to time determines.

Income Account

12.4 The Trustee must establish an Income Account for the Fund. The Trustee must credit the Income Account, subject to clause 12.18 and clause 12.10, with the following:

- (a) all income and profits of the Fund;
- (b) credits arising out of adjustments pursuant to clause 12.16;
- (c) any amount transferred from a Reserve Account pursuant to clause 12.11;
- (d) the proceeds of any Policy effected by the Trustee where the Trustee determines that it should not be credited to an Accumulation Account, a Pension Account or the Pension Reserve Account; and
- (e) any other amounts that the Trustee from time to time determines.

12.5 The Trustee must debit the Income Account, subject to clause 12.18 and clause 12.10, with the following:

- (a) any loss sustained on the disposal of any investments of the Fund;
- (b) any costs or charges incurred pursuant to clause 19 that are not debited to an Accumulation Account;
- (c) any debits arising out of adjustments pursuant to clause 12.16;
- (d) the cost of any Policy effected by the Trustee where the Trustee determines that it should not be debited to an Accumulation Account, a Pension Account or the Pension Reserve Account;
- (e) any deficiency arising from a valuation of the Fund;

- (f) any amount payable or that may become payable by way of Taxation in respect of the Contributions and the income and profits of the Fund that are not debited to an Accumulation Account as the Trustee determines to be equitable;
 - (g) any income transferred to a Reserve Account;
 - (h) any income transferred to an Accumulation Account, Pension Account or the Pension Reserve Account; and
 - (i) any other amounts that the Trustee from time to time determines.
- 12.6 At the end of each Fund Year the Trustee must determine the fund earning rate and calculate the amount available for distribution.
- 12.7 Before allocating any portion of the amount available for distribution the Trustee may transfer a portion of the amount to any of the Reserve Accounts.
- 12.8 Subject to clause 12.18, the Trustee must allocate the earnings of the Fund available for distribution after any transfer to Reserve Accounts to each Accumulation Account, Pension Account and the Pension Reserve Account in proportion to the amounts standing to the credit of that account at the beginning of the relevant Fund Year, appropriate adjustments being made for amounts credited or debited to each Account since that date, or in any other way the Trustee in its discretion determines.
- 12.9 If the Trustee is required to establish a fund earning rate in respect of a portion of a Fund Year or before the fund earning rate has been or can be established for a full Fund Year, the Trustee must determine that rate in accordance with the Relevant Requirements on a basis that the Trustee considers to be equitable.
- 12.10 The Trustee may determine to credit the amounts in clause 12.4 and/or debit the amounts in clause 12.5 or debit or credit any amount that this deed requires to be transferred to or from the Income Account directly to any Accumulation Account and/or Pension Account and/or the Pension Reserve Account and/or Reserve rather than to the Income Account.

Reserve Account

- 12.11 The Trustee may establish one or more Reserve Accounts and may transfer amounts from:
- (a) the Income Account pursuant to clause 12.4; or
 - (b) a Member's Accumulation Account pursuant to clause 27.2;
 - (c) the Pension Reserve Account pursuant to clause 27.7; or
 - (d) from one Reserve Account to another; or
 - (e) Contributions made to the Fund before allocation to a Member.
- 12.12 Funds in a Reserve Account do not form part of any Accumulation Account.
- 12.13 The Trustee must credit any income derived on funds held in a Reserve Account back to that Reserve Account.
- 12.14 The purpose of a Reserve Account must be determined when it is established, and may include the following:
- (a) to stabilise the investment earnings of the Fund in accordance with its reserving policy;

- (b) to provide for contingencies including the supplementation of the fund earning rate and/or to secure payment of any Pension.

12.15 The Trustee may deal with any part of the balance in a Reserve Account as it considers fit, including:

- (a) transferring it to an Accumulation Account or Pension Account;
- (b) treating the Reserve Account in accordance with clause 26 as if the Reserve Account was the Forfeiture Account;
- (c) transferring it to the Pension Reserve Account; and
- (d) debiting it with any Taxation payable or any other cost or expense incurred in the management or administration of the Fund.

Adjustments

12.16 In determining the amount standing to the credit of an Accumulation Account or Pension Account at the time a Benefit is calculated the Trustee must make an adjustment reflecting the fund earning rate that it considers equitable.

Specific investments

12.17 If the Trustee undertakes to invest separately in respect of certain Members or Beneficiaries in accordance with clause 15.6, the Trustee must record on whose behalf the specific investments are made for the purposes of determining the allocation to Accumulation Accounts, Pension Accounts and the Pension Reserve Account.

12.18 The profits and losses arising from specific investments and any Taxation or charges applicable to them must be allocated directly to the relevant Accumulation Account or Pension Account or Pension Reserve Account (and not to the Income Account).

Contribution Splitting Request

12.19 The Trustee can choose not to accept a Contribution Splitting Request in whole or in part in its absolute discretion.

12.20 Despite the provisions of clauses 12.2(f) and 12.3(k), the Trustee must not accept a Contribution Splitting Request if it does not comply with the Relevant Requirements.

12.21 The Trustee may after accepting a Contribution Splitting Request reduce the Accumulation Account of a Member under clause 12.2(f) and then roll over or transfer the appropriate amount to a Rollover Fund for the Member's Spouse, or otherwise deal with the amount as allowed under the Relevant Requirements.

13. VALUATION

The Trustee may have the assets of the Fund valued whenever it considers it appropriate (and must do so if the Commissioner or the Relevant Requirements require). After the valuation, the Trustee must determine whether there is a surplus or deficiency and whether it is equitable to transfer the surplus or deficiency to the Income Account.

14. FUND TRUSTEE - APPOINTMENT, VACANCY AND REMOVAL

Trustee criteria

14.1 The appointment, removal and composition of the Trustee is governed by this deed unless the Relevant Requirements otherwise provide.

Eligibility for Trustee

14.2 The Trustee of the Fund must be a Constitutional Corporation, and must be:

- (a) a Trustee that satisfies or is permissible under the Relevant Requirements; or
- (b) a Trustee approved by the Commissioner.

Appointment of Trustee

14.3 The majority of Members, subject to the other provisions of this clause, determine who acts as the Trustee, and may appoint a new or additional trustee by deed or notice in writing.

Change of Trustee

14.4 A Constitutional Corporation immediately ceases to act as a Trustee if:

- (a) it resigns by instrument in writing;
- (b) the Trustee is disqualified from holding office by operation of law;
- (c) it is wound up or placed in receivership; or
- (d) a majority of Members resolve to terminate the appointment of the Trustee.

Member may be Director of Trustee

14.5 A Director, officer or employee of a Trustee that is a Constitutional Corporation is not disqualified from being a Member of the Fund merely because of that role.

Confirmation of discharge of retiring Trustee

14.6 Despite any rule of law or legislative provisions to the contrary, a person who retires or is removed as Trustee or a co-Trustee of the Fund in accordance with the provisions of this deed is discharged from the trusts contained in this deed as from the date of retirement or removal provided that there is at least one continuing Trustee.

Member includes Pensioner

14.7 For the purposes of this clause 14, Member includes a Pensioner.

15. TRUSTEE'S INVESTMENT POWERS

Investment policy and strategy

15.1 The Trustee must formulate the investment strategy of the Fund and determine a policy to give effect to that strategy.

Authorised investments

15.2 The assets of the Fund may be invested in any of the following investments:

- (a) any investment being authorised by the laws of the Commonwealth of Australia or any State or Territory for the investment of trust funds;
- (b) the purchase or acquisition of shares, stocks, debentures, notes, bonds, mortgages (including a second or subsequent mortgage), options or other similar securities;
- (c) on deposit with any bank, building society, credit co-operative, trustee company or other similar financial institution whether secured or unsecured and on such terms as the Trustee determines;
- (d) on deposit with or on loan to any Employer or any other person or organisation with or without security on any terms the Trustee considers reasonable;
- (e) any Policy or Annuity;
- (f) the purchase, acquisition or leasing of any real or personal property, including statutory licences;
- (g) the acquisition of any unit or sub-unit in unit trusts;
- (h) a loan or other financial assistance using resources of the Fund to any Member or any relative or associated entity of a Member to the extent authorised by the Relevant Requirements;
- (i) any other investments that the Trustee considers appropriate and that do not infringe the Relevant Requirements.

Power to sell and vary investments

15.3 The Trustee, in its absolute discretion, has the power to:

- (a) retain any investments in that form; or
- (b) sell or convert into money any investments for cash or on such other terms the Trustee thinks fit (including to allow a purchaser any time for payment of the whole or part of the purchase price with or without interest and with or without security); and
- (c) vary or transpose any investments into other investments authorised by this deed.

Interest of Trustee in investment

15.4 Subject to clause 15.5, the Trustee and any Director may make or vary any investment even if the Trustee or Director may have a direct or indirect interest in the investment or may benefit directly or indirectly from it.

15.5 The Trustee and any Director must disclose details of the interest in an investment to which clause 15.4 applies in any manner prescribed under the Corporations Act and the Relevant Requirements.

Specific investments

15.6 The Trustee may invest separately in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries.

15.7 A Member or Beneficiary may request the Trustee to make a specific investment (investment request) that will authorise the Trustee to make a specific investment in accordance with that request of all or any part of the Accumulation Account or the Pension Account of the Member or Beneficiary.

- 15.8 The Trustee may approve or reject the investment request of the Member or Beneficiary, and will inform the person of its decision. The Trustee at all times retains the overriding discretion to accept or reject any investment request.

16. TRUSTEE'S POWERS OF MANAGEMENT

Additional powers

- 16.1 In addition to the powers that it might otherwise have at law or under this deed, the Trustee has the following powers:
- (a) to settle, compromise or submit to arbitration any claims, or matters relating to this deed or to the rights of Members, former Members or Beneficiaries;
 - (b) to commence, carry on or defend legal proceedings;
 - (c) to open and operate accounts with banks and other financial institutions;
 - (d) to borrow money or raise financial accommodation in any lawful manner (which will form part of the Fund) including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument and to assign, pledge, mortgage or charge any asset of the Fund as security for any such financial accommodation in any manner and upon such terms and conditions (including with or without interest, which will constitute a proper outgoing of the Fund) that the Trustee considers appropriate unless this would constitute a contravention of the Relevant Requirements;
 - (e) to enter into any agreement, instrument or transaction that is, or that evidences, a derivatives transaction that is an interest rate swap transaction, basic swap, forward rate transaction, commodity swap, interest rate option, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, current option or any other similar transaction or any combination of these transactions that the Trustee considers appropriate unless this would constitute a contravention of the Relevant Requirements;
 - (f) to insure or reinsure any risks, contingencies or liabilities of the Fund;
 - (g) to underwrite any risks, contingencies or liabilities under any superannuation arrangement conducted by any Employer where there is an agreement for a transfer of Employees to the Fund;
 - (h) to purchase an Annuity to provide all or a part of the Pension payable in respect of a Member;
 - (i) to retain the services of professional or other advisers and consultants;
 - (j) to pay out of the Fund all costs, expenses and outgoings (including Taxation) of and incidental to the management and administration of the Fund and to pay out of the Fund the Trustee's professional fees (if any);
 - (k) to indemnify anyone in respect of any claims, matters or things relating to the Fund or to the rights of Members, former Members or Beneficiaries in respect of the Fund;
 - (l) to provide a full or partial release to anyone in respect of any matters that have arisen or may arise as a result of an association, involvement or membership of the Fund by that person;

- (m) to insure any liability of the Trustee or any Directors or officers of the Trustee or the liability of the Fund to indemnify or reimburse the Trustee or its Directors or officers pursuant to clause 18;
- (n) to permit any asset of the Fund to be held or registered in the name of any nominee of the Trustee (subject to any restrictions contained in the Relevant Requirements);
- (o) to deal with itself in different capacities;
- (p) to sell, transfer, hire, lease or dispose of any real or personal property of the Fund, whether at a profit or not;
- (q) to buy, transfer, acquire, hire to lease any property;
- (r) to grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such option will be at a profit or not;
- (s) to purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, lease, licence or otherwise deal with any real property and, without limiting the generality of this rule, to develop any commercial or retail premises and hold or sell, transfer, convey, surrender, lease or licence such premises;
- (t) generally to do anything the Trustee considers appropriate for the administration, maintenance and preservation of the Fund; and
- (u) to do anything incidental to the exercise of any of the powers as set out in this deed.

Exercise of Trustee powers

16.2 All the powers and discretions conferred upon the Trustee or any Director by this deed or by law may be exercised even if the Trustee, any Director or shareholder of the Trustee may have a direct, indirect or personal interest (whether as a shareholder, director, member or partner of any company, organisation or partnership) in the manner or result of exercising the power or discretion or may benefit directly or indirectly as a result of the exercise of the power or discretion and notwithstanding that the Trustee may be the sole Trustee.

Trustee discretion

16.3 Subject to clauses 29.3 and 31.2, the Trustee has an absolute and uncontrolled discretion as to the exercise and the manner, mode and timing of exercise of the trusts, authorities, powers and discretions conferred on it by this deed.

Trustee may delegate

16.4 The Trustee may delegate to any person or company any of the Trustee's powers or discretions in its absolute discretion unless this would constitute a contravention of the Relevant Requirements.

16.5 The power to delegate includes the power to appoint a delegate as its attorney either in a general or limited capacity.

17. DUTIES AND LIABILITIES OF TRUSTEE

Limitation of liability of Trustee

17.1 Neither the Trustee nor any of its Directors shall be liable for anything done or omitted to be done in relation to the Fund except in the case of dishonesty, fraud or other intentional or reckless neglect on its part.

Member inquiries and complaints

- 17.2 If required by the Relevant Requirements, the Trustee must establish and take all reasonable steps to ensure that, at all times, there are in force arrangements under which Members and Beneficiaries may make inquiries and complaints in relation to the Fund.

18. INDEMNITY OF TRUSTEE

Indemnity and lien

- 18.1 The Trustee and its Directors shall be indemnified out of the Fund against all liabilities incurred by it or them in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in them pursuant to this deed or at law and the Trustee shall have a lien on and may use the moneys representing the assets of the Fund for the purposes of this indemnity provided that the exercise of any lien does not contravene the Relevant Requirements.

Payments in good faith

- 18.2 This indemnity extends to any payments made in good faith to any person whom the Trustee bona fide believes to be entitled to the payment although it may be subsequently found that the person was not in fact so entitled.

Opinion or advice

- 18.3 This indemnity extends to circumstances where the Trustee acts upon the opinion or advice of lawyers who are instructed by the Trustee or any bankers, accountants, brokers, investment advisers or other persons believed by the Trustee to be expert in relation to the matters upon which they are consulted.

Failure to carry out agreement

- 18.4 This indemnity extends to circumstances where any person breaches or fails to carry out any agreement made with the Trustee.

19. REMUNERATION OF TRUSTEE

Fees

- 19.1 The Trustee may charge professional fees for its services as Trustee except where this is not permitted by the Relevant Requirements.

Determination of fees

- 19.2 The fees charged (if any) by the Trustee shall be determined at the commencement of each Fund Year. Prior notice of any proposed changes shall be provided by the Trustee to the Members.

Reimbursement

- 19.3 The Trustee is entitled to reimbursement from the Fund for and in respect of expenses properly incurred in carrying out its duties including:
- (a) all costs and expenses incurred in connection with the acquisition and disposal of or other dealings with investments of the Fund;
 - (b) fees and expenses of the service providers and consultants engaged by the Trustee;

- (c) all Taxation payable by the Trustee in connection with the Fund;
- (d) all fees, wages and expenses of any employees or agents employed by the Trustee;
- (e) any administrative costs charged in relation to the Fund; and
- (f) any expenses in connection with the maintenance of accounting records and the preparation and distribution of any accounting, taxation or other reports or notices.

20. APPOINTMENT OF SERVICE PROVIDERS

Actuary and auditor

20.1 The Trustee must if necessary appoint:

- (a) an actuary;
- (b) an auditor who is appropriately qualified according to any criteria specified by the Relevant Requirements.

Administration manager

20.2 The Trustee may appoint an administration manager to provide fund administration services to the Trustee on terms that the Trustee considers appropriate.

Investment manager

20.3 The Trustee may appoint in writing one or more companies (or individuals where not prohibited by the Relevant Requirements) to act as investment managers for the Fund on such terms as the Trustee determines provided that the appointment and the terms of the appointment are in accordance with the Relevant Requirements.

Custodian

20.4 The Trustee may appoint one or more companies (or individuals where not prohibited by the Relevant Requirements) to act as a custodian for the Fund, or any part of it, on terms and conditions the Trustee determines provided that the appointment and the terms of the appointment are in accordance with the Relevant Requirements.

21. ACTUARIAL INVESTIGATIONS

If an Actuary has been appointed, the Trustee may ask the Actuary for information or advice from time to time in accordance with the provisions of this deed but the Trustee is under no obligation to be bound by or to act upon the advice provided unless required by the Relevant Requirements.

22. CONTRIBUTIONS TO FUND

Contributions

22.1 The Trustee may accept any Contributions or other amounts from any person in respect of a Member that the Trustee is not prohibited from accepting under the Relevant Requirements subject to clause 22.3.

No obligation to contribute

22.2 In the absence of any agreement to the contrary, a person may contribute to the Fund in respect of a Member any amount in any manner and at such times as they in their absolute discretion determine, and no person is under any obligation to make a Contribution in respect of any Fund Year and a Member may remain a Member of the Fund notwithstanding a Contribution is not made in respect of that Member in respect of any Fund Year.

Limitation on acceptance of Contributions

22.3 The Trustee must not accept any Contribution by or in respect of a Member where the acceptance will (or may in the reasonable opinion of the Trustee) constitute a contravention of the Relevant Requirements or that may result in the Fund becoming a public offer fund, or make the Trustee a Registrable Superannuation Entity.

Ineligible Contributions

22.4 If the Trustee considers that Contributions have been accepted in breach of the Relevant Requirements, or the Trustee is required to refund Contributions under the Relevant Requirements, the Trustee must refund the Contributions (less any charge that an Insurer makes in respect of any extra cover provided in relation to those Contributions, reasonable administration expenses, any amount the Trustee is required to deduct under the Relevant Requirements and any amount the Trustee chooses to deduct that is allowed under the Relevant Requirements) and reduce the Benefits held for the Member to those that would have been held if the Contribution had not been made.

Allocating Contributions

22.5 The Trustee must allocate Contributions to Accumulation Accounts within the time allowed by the Relevant Requirements. The Trustee may credit Contributions received to a Reserve Account for the period between receiving them and allocating them to an Accumulation Account.

23. TRANSFERS TO AND FROM ROLLOVER FUNDS

Transfers to Rollover Funds

23.1 Where:

- (a) a Member joins or is eligible to join any Rollover Fund (the Other Fund) and the Member requests that any part of the Member's entitlement be transferred to the Other Fund; or
- (b) if the Trustee is otherwise permitted to transfer the entitlement to the Other Fund, including by way of a successor fund transfer under the Relevant Requirements,

the Trustee may pay or transfer to the trustee of the Other Fund an amount or investments of the Fund of equivalent value (the Transferred Amount) that reflects the relevant part of the Member's entitlement.

Effect and method of transfer out

23.2 The receipt of the Transferred Amount by the proper officer of the Other Fund is a complete discharge to the Trustee of all liabilities in respect of the Transferred Amount.

23.3 Upon the completion of a payment or transfer under this clause, all of the rights and interests of the relevant Member or Beneficiary under this deed in respect of the Transferred Amount are entirely extinguished.

Rollover

- 23.4 Where a Member or former Member wishes to effect a Rollover Payment in respect of all or any of the entitlement of that person in the Fund, that person must make a written request to the Trustee nominating the Rollover Fund and must provide any other details the Trustee requires.

Preserved Payment transfers

- 23.5 Where a Member or former Member has Preserved Payment Benefits in the Fund the Trustee must ensure that the provisions of the Other Fund require that the Preserved Payment Benefit must be preserved and vested in accordance with the Relevant Requirements.

Transfers from Rollover Funds

- 23.6 Where a Member is or was a member or a beneficiary under any other Rollover Fund the Trustee may take over any part of the assets of the Rollover Fund.
- 23.7 The Trustee holds any amounts transferred as part of the particular Member's Accumulation Account.
- 23.8 On any transfer from a Rollover Fund the amount of the transfer that represents a Member's Contributions is the amount as the trustee of the Rollover Fund certifies or, failing a certification by that trustee, the amount the Trustee considers to be fairly attributable to the contributions of that Member together with accrued earnings.

Overriding conditions on portability

- 23.9 Despite anything to the contrary in this deed, no payment or transfer can be accepted from or made to another Rollover Fund if, in the opinion of the Trustee, this would cause the Fund to be in breach of any of the Relevant Requirements.

Transfers to eligible Rollover Fund

- 23.10 Despite anything to the contrary in this deed the Trustee may and, if required by the Relevant Requirements must, transfer the entitlement of a Member or Beneficiary to an Eligible Rollover Fund where such a transfer is permitted or required under the Relevant Requirements.

24. LIMITATION ON BENEFITS

Despite any other provision of this deed the Trustee must not pay out any Benefits to Members, the Dependants of Members or Beneficiaries where the payment could cause the Fund to become a non-complying fund.

25. MONEYS OWING TO FUND

Where a Member owes any money to the Trustee, the Trustee may debit an Accumulation Account of the Member for a sum equivalent to the amount owing provided it is permitted by the Relevant Requirements, and may retain the money in the Fund.

26. FORFEITURE OF BENEFITS

Accumulation Account residue

- 26.1 Any person who has been paid all Benefits that the Trustee considers should be paid to the person pursuant to this deed and who still has a residual amount standing to the credit of their Accumulation Account or Pension Account forfeits the amount, which is dealt with as a forfeited Benefit. Once the liability for all pensions being paid from the Pension Reserve Account has

ceased, any further amount in the Pension Reserve Account is forfeited and is to be dealt with as a forfeited Benefit.

Forfeiture Account

- 26.2 The Trustee may establish a Forfeiture Account and transfer to it any amounts forfeited under this deed.
- 26.3 Any money held in the Forfeiture Account does not form part of any Accumulation Account or Pension Account or the Pension Reserve Account and income derived on the Forfeiture Account is credited back to the Forfeiture Account.
- 26.4 The Forfeiture Account may be applied in accordance with the remaining provisions of this clause.

Application of forfeited Benefits

- 26.5 The Trustee may pay or apply any amount in the Forfeiture Account:
- (a) to or for the benefit of a Member or Beneficiary or to the Dependants of a Member in whatever proportions the Trustee may determine;
 - (b) to the legal personal representative of a deceased Member, or the trustee of the estate of a former Member;
 - (c) to or for the benefit of other Members or their Dependants;
 - (d) for the provision of additional Benefits for Members or Dependants;
 - (e) to any Employers **PROVIDED THAT** all procedures required by the Relevant Requirements have been complied with before the payment is made; or
 - (f) for any other purpose approved by the Commissioner or permitted under the Relevant Requirements.

27. CONVERSION OF LUMP SUM TO PENSION

Application to convert to Pension

- 27.1 If requested by a Member or Beneficiary the Trustee may pay the Member's Benefit (or any part of it) as a Pension. The Trustee must pay a Benefit as a Pension if required by this deed or the Relevant Requirements.

Establishment of Pension Account

- 27.2 Where the Trustee determines to pay any part of a Benefit as a Pension, it must establish a Pension Account and transfer to it the amount that the Trustee believes necessary to provide the Benefits as a Pension. The Trustee may also transfer an amount to a Reserve Account in relation to that Pension.

Operation of Pension Account

- 27.3 The Trustee must credit the following amounts to the Pension Account of a Pensioner:
- (a) any amount transferred into the account under clause 27.2;
 - (b) any Rollover Payment that the Trustee considers it appropriate to credit;

- (c) the proceeds of any Policy or Annuity that the Trustee considers it appropriate to credit;
- (d) such earnings of the Fund as the Trustee determines to be equitable;
- (e) any amount transferred from a Reserve Account as the Trustee determines reasonable;
- (f) any amount received under clause 27.9 in relation to the Pensioner; and
- (g) any credit arising out of any adjustments made in accordance with clause 12.16.

27.4 The Trustee must debit the following amounts to the Pension Account of a Pensioner:

- (a) any amount transferred out of the Fund as a Rollover Payment that the Trustee considers it appropriate to debit;
- (b) any payments made to or in respect of the Pensioner or a Reversionary Beneficiary pursuant to this deed;
- (c) the costs of any Policy or Annuity that the Trustee considers it appropriate to debit;
- (d) such proportion of any Taxation in respect of the earnings of the Fund credited to the Pension Account or arising as a result of a Rollover Payment as the Trustee determines;
- (e) such of the amounts paid or incurred in accordance with clauses 18 or 19 as the Trustee considers equitable;
- (f) a proportion of any losses of the Fund as the Trustee considers equitable;
- (g) any amount transferred to the Accumulation Account of a Beneficiary;
- (h) if the Trustee is going to pay a Pension under clauses 28.10 or 28.13 or under clauses 28.14 to 28.17, the amount transferred to the Pension Reserve Account;
- (i) any amount transferred to a Reserve Account;
- (j) any amount paid under clause 27.9 in respect of the Pensioner; and
- (k) any other amounts as the Trustee considers equitable.

Establishment and operation of Pension Reserve Account

27.5 If the Trustee is going to pay a Pension under clauses 28.10 or 28.13 or clauses 28.14 to 28.17, the Trustee must establish a Pension Reserve Account for the Fund.

27.6 The Trustee must credit the following amounts to the Pension Reserve Account:

- (a) any amount transferred into the account under clauses 28.12 or 28.16;
- (b) such earnings of the Fund as the Trustee determines to be equitable;
- (c) the proceeds of any Policy or Annuity that the Trustee considers it appropriate to credit;
- (d) any amount transferred from a Reserve Account as the Trustee determines reasonable; and
- (e) any credit arising out of any adjustments made in accordance with clause 12.16.

27.7 The Trustee must debit the following amounts to the Pension Reserve Account:

- (a) any payments made to or in respect of the Pensioner or a Reversionary Beneficiary pursuant to this deed;
- (b) such proportion of any Taxation in respect of the earnings of the Fund credited to the Pension Reserve Account as the Trustee determines;
- (c) the costs of any Policy or Annuity that the Trustee considers it appropriate to debit;
- (d) such of the amounts paid or incurred in accordance with clauses 18 or 19 as the Trustee considers equitable;
- (e) a proportion of any losses of the Fund as the Trustee considers equitable;
- (f) any amount transferred from the Pension Reserve Account under clause 12.11; and
- (g) any other amounts as the Trustee considers equitable.

Segregation of Pension Assets

27.8 In relation to a Pension payable under this deed, the Trustee may:

- (a) segregate or set apart the assets that represent the Pension Account and/or Pension Reserve Account for the sole purpose of enabling the discharge of the whole or part of the current or non-current liabilities in relation to the payment of Pensions as those liabilities fall due for payment; and
- (b) constitute the segregated assets as segregated current and non-current pension assets within the meaning of the Tax Act and obtain any certificates in relation to the adequacy of the assets segregated and set apart as the Trustee considers necessary for the purposes of the Tax Act or the Relevant Requirements.

Purchased Pension

27.9 The Trustee may purchase a Pension for a Member from an outside source from the balance in the Pension Account of the Member, or the Pension Reserve Account. Income from the Pension and any commuted amounts must be credited to the Member's Pension Account (if purchased from the balance in the Member's Pension Account), or to the Pension Reserve Account (if purchased from the Pension Reserve Account).

28. PENSION PAYMENT CONDITIONS

28.1 Where a Benefit is payable from the Fund as a Pension, the Trustee must choose which of the following conditions apply to the payment of the Pension. If the Trustee does not specifically choose, then the conditions in clause 28.22 and 28.25 apply to the Pension. A reference in this clause to any Regulations is to the SIS Regulations.

Allocated Pension (Regulations 1.06(4) and 1.06(5))

- 28.2 The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(4), 1.06(5) and 1.07A and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(4) as if those provisions were incorporated into this deed.
- 28.3 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.4 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.

28.5 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable allocated pension.

Flexi-Pension (Regulation 1.06(6))

28.6 The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(6) and 1.07B and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid under Regulation 1.06(6) as if those provisions were incorporated into this deed.

28.7 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.

28.8 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.

28.9 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

Complying Fixed-Term Pension (Regulation 1.06(7))

28.10 The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(7) and 1.07B and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(7) having regard to the commencement date of the Pension as if those provisions were incorporated into this deed.

28.11 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.

28.12 The Trustee must transfer an amount that it considers necessary to pay the Pension from the Pensioner's Pension Account to the Pension Reserve Account, and the Pension is payable from the amount standing to the credit of the Pension Reserve Account.

28.13 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

Lifetime Pension (Regulation 1.06(2))

28.14 The terms of payment of the Pension must comply with the limitation and requirements of Regulations 1.06(2) and 1.07B (subject to the exceptions set out in Regulation 1.06(3)) and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(2) having regard to the commencement date of the Pension as if those provisions were incorporated into this deed.

28.15 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.

28.16 The Trustee must transfer an amount that it considers necessary to pay the Pension from the Pensioner's Pension Account to the Pension Reserve Account, and the Pension is payable from the amount standing to the credit of the Pension Reserve Account.

28.17 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

Market Linked Pension (Regulation 1.06(8))

- 28.18 The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(8) and 1.07C and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(8) as if those provisions were incorporated into this deed. If the Pension is one to which Regulation 1.06(1B) applies, then the terms of payment of the Pension must comply with the limitations and requirements set out in Regulation 1.06(1B) as well.
- 28.19 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.20 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.21 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

Account Based Superannuation Income Stream (Regulation 1.06(9A)(a))

- 28.22 The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(9A)(a) and 1.07D and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(9A)(a) as if those provisions were incorporated into this deed.
- 28.23 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.24 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.25 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a Transition to Retirement Income Stream.

Other Superannuation Income Stream (Regulation 1.06(9A)(b))

- 28.26 The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(9A)(b) and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(9A)(b) as if those provisions were incorporated into this deed.
- 28.27 The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- 28.28 The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- 28.29 If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a Transition to Retirement Income Stream.

Other permitted Pensions

- 28.30 Any other type of pension permitted by the Relevant Requirements may be paid provided that the terms of the Pension comply with the provisions of the Relevant Requirements that set out the specific requirements for a pension of that category.

Cashing restriction

28.31 Where the Condition of Release applying to a Member's entitlement to payment of a Benefit is subject to a cashing restriction Trustee may only pay a Benefit subject to the relevant cashing restriction.

Reduction of Pension payments

28.32 Despite any other provision of this deed and subject to the Relevant Requirements, the Trustee may reduce the payments for any Pension by any amount it considers reasonable in consultation with an Actuary.

29. GENERAL PENSION PAYMENT CONDITIONS

Pension Account limitation

29.1 Where a Pension is payable to or in respect of a Member or where the Trustee purchases an Annuity on behalf of a Member the amount transferred into the Pension Account or Pension Reserve Account to support the payment of the Pension, or the total purchase price of the Annuity, must not exceed the amount in the Fund to which the Member is entitled at the date of the transfer or purchase.

Pension increase

29.2 Any Pension payable under this deed must, if required by the Relevant Requirements and agreed to by the Trustee, be increased from time to time by an amount the Trustee in its absolute discretion considers appropriate to compensate the Pensioner for cost of living increases **PROVIDED** that any increase must be at least the minimum required by the Relevant Requirements and does not exceed any maximum permitted by the Relevant Requirements.

Reversionary Pension

29.3 After the death of a Pensioner who was at the time of death in receipt of a Pension, the Trustee:

- (a) has the power to pay to the Reversionary Beneficiary a Pension as allowed by the Relevant Requirements; and
- (b) must pay a Pension to the Reversionary Beneficiary:
 - (i) as required by the Relevant Requirements and the terms of the Pension;
 - (ii) unless it would breach the Relevant Requirements; and
 - (iii) despite the provisions of clause 31.2.

Death of Pensioner

29.4 If a Pensioner or a Reversionary Beneficiary dies while there is still an amount standing to the credit of the Pension Account and where no Reversionary Beneficiary has been nominated, the Trustee must deal with the balance of the Pension Account or if the Pension is being paid from the Pension Reserve Account, that part of the Pension Reserve Account as the Trustee determines is appropriate, in accordance with clause 31 as a Benefit.

Conditions of commutation

29.5 On the written application of a Pensioner or Reversionary Beneficiary the Trustee may commute the whole or any part of a Pension to a lump sum Benefit **PROVIDED THAT:**

- (a) the commutation is permitted by the Relevant Requirements that apply to the particular Pension, and incorporated into this deed, and this deed and the terms of payment of the Pension;
- (b) where any amount remains in the Fund after the entitlement of all Pensioners and Reversionary Beneficiaries have been paid out that amount shall be dealt with as though it were a forfeited benefit; and
- (c) the Trustee is satisfied the commutation would not materially disadvantage the Employers or the remaining Members, Pensioners or Reversionary Beneficiaries.

Adjustment of Pension following the commutation

29.6 Following the commutation of a part of a Pension the Trustee must reduce the total amount of the instalments of any Pension payable to the Pensioner by any amount it considers appropriate.

Commencement of Pension

29.7 A Pension commences when the Beneficiary and Trustee agree. Failing agreement a Pension commences when the Beneficiary and Trustee have agreed the terms of the Pension.

Adding to Pension Account or Pension Reserve Account

29.8 Despite the other provisions of this deed, the Trustee must not add any amount to a Pension Account or Pension Reserve Account unless it is allowed by the Relevant Requirements.

30. TRANSFER IN SPECIE

Transfer of investments

30.1 The Trustee may with the consent of a Member or the Dependants of a Member to whom a Benefit is payable transfer investments of the Fund of equivalent value instead of paying the whole or part of the amount otherwise payable.

No beneficial interest

30.2 With the exception of the provisions of this clause 30 and clause 15.6, no Member or Beneficiary has or may acquire any beneficial or other interest in specific assets of the Fund.

31. PAYMENT OF BENEFITS ON DEATH

Benefit payable on the death of a Member leaving Dependants

31.1 Subject to clauses 28, 29.3 and 31.2, on the death of a Member, former Member or Beneficiary leaving Dependants, the Trustee may pay or apply any Benefit to or for the benefit of the relevant Nominated Dependant either as a lump sum or a pension or a combination of the two. If there is no Nominated Dependant or the Trustee considers it is inappropriate or inequitable to pay the Nominated Dependant, the Trustee may pay or apply the Benefit:

- (a) to the legal personal representative of the deceased;
- (b) to or for the benefit of any of the former Member's Dependants in whatever proportions the Trustee may in its discretion determine;
- (c) to the trustees, in their capacity as trustees, of a trust of which the only beneficiaries are Dependants of the deceased; or

- (d) to the trustees, in their capacity as trustees of a Child Maintenance Trust.

Binding nominations of Dependants

- 31.2 Despite any provision in this deed to the contrary other than clause 29.3, a Member, former Member or Beneficiary (the nominator) may give the Trustee a document (the nomination) in which the nominator requires the Trustee to pay a Benefit payable on the death of the nominator as specified in the nomination.
- 31.3 The nominator may stipulate that the nomination will remain in force for a particular period, but if no period is specified in the nomination, it remains in force until the nominator gives notice to the Trustee revoking the nomination.
- 31.4 If the Trustee has received a nomination that:
- (a) is signed by the nominator;
 - (b) specifies that a Benefit is to be paid to one or more Dependants or the legal personal representative of the nominator;
 - (c) states the nomination is binding on the Trustee; and
 - (d) is not in breach of Relevant Requirements,

then the Trustee must pay a Benefit payable on the death of the nominator in accordance with the nomination unless:

- (e) the Trustee has received a written revocation before the death of the nominator;
 - (f) the nomination has lapsed either under the terms of the nomination or as a result of the operation of the Relevant Requirements;
 - (g) the Nominated Dependant has died before the date of payment; or
 - (h) the Trustee considers it would be in breach of the Relevant Requirements if it pays the Benefit in accordance with the nomination.
 - (i) the Trustee is required to pay a Pension to a Reversionary Beneficiary under clause 29.3(b), to the extent the Trustee is required to pay the Pension to the Reversionary Beneficiary; or
 - (j) a Nominated Dependant disclaims the benefit under the nomination, in which case the Trustee does not need to comply with the nomination to the extent of the disclaimer.
- 31.5 If:
- (a) the Trustee must pay a Benefit in accordance with a nomination under this clause; and
 - (b) the nomination specifies the form in which the Benefit is to be paid or other terms on which the Benefit is to be paid,

the Trustee must pay the Benefit in the form and on the terms specified in the nomination provided the Trustee is not prohibited from doing so.

Benefit payable on the death of a Member leaving no Dependants

- 31.6 If a Member or former Member dies and the Trustee cannot locate any surviving Dependants after reasonable enquiries, the Trustee must pay the Benefit to the legal personal representative of the deceased. If the Trustee cannot locate a legal personal representative of the deceased

after reasonable enquiries, the Trustee may pay the Benefit to any individuals the Trustee considers reasonable in whatever shares the Trustee determines.

32. PAYMENT OF BENEFITS

Payment to others on behalf of Beneficiaries

- 32.1 When any Beneficiary is under 18 or when in the opinion of the Trustee it would be in the best interests of the Beneficiary, the Trustee may pay all or part of any Benefit to any other person for application on behalf of the Beneficiary and the receipt of the person to whom the Benefit is paid is a complete discharge to the Trustee. The Trustee is not required to see to the application of the Benefit so paid.

Restrictions on payment of Benefits

- 32.2 Benefits may be paid when and to the extent that the Trustee is permitted to pay them under the Relevant Requirements and must be paid when and to the extent that the Trustee is required to pay them under the Relevant Requirements.
- 32.3 A Member is only entitled to the Member's Preserved Payment Benefits or Restricted Non-Preserved Benefits if the Member has satisfied a Condition of Release.
- 32.4 Subject to the provisions of this deed (including this clause and clause 31.2 to 31.5) and the Relevant Requirements, benefits may be cashed in any one or more of the following ways:
- (a) one or more lump sums;
 - (b) one or more pensions; and/or
 - (c) the purchase of one or more annuities.

33. PAYMENT OF TAXATION

Tax on Benefits

- 33.1 The Trustee may deduct from any Benefit any Taxation required to be deducted or that the Trustee considers should be deducted from it.

Tax on Contributions

- 33.2 The Trustee may deduct any Taxation payable in relation to a Contribution prior to the Contribution being credited to an Accumulation Account or a Reserve Account.

34. POLICIES OF ASSURANCE

Trustee may effect Policy

- 34.1 The Trustee may effect separate Policies and may secure the Benefit of a Member or class of Members by means of individual Policies or group Policies providing any benefits the Trustee considers appropriate.

No responsibility

- 34.2 The Trustee is not responsible or liable to the Member, the Member's legal personal representative or the Dependants of the Member if the Trustee does not take out a Policy, or if there are no or insufficient proceeds payable under a Policy.

35. PARTICIPATING EMPLOYERS

Admission

35.1 If:

- (a) any employer is admitted as an Employer by the Trustee; or
- (b) makes a Contribution to the Fund with the consent of the Trustee

then the Employer will become a participating Employer subject to the terms and conditions of this deed and any special conditions agreed between the Trustee and the Employer.

Reimbursements by Employer

35.2 The Trustee and an Employer may agree (on the admission of the Employer or at any other time) that the Employer will pay or reimburse the Trustee for any expenses of the Fund including fees payable to service providers or consultants and premiums payable on any Policy.

Ceasing to Employ Members

35.3 An Employer ceases to be an Employer when that Employer ceases to employ any Members or the Employer has terminated its Contributions to the Fund.

36. VARIATION OF TRUST DEED

Variation

36.1 The provisions of this deed may be amended by the Trustee by deed, oral declaration or written resolution of the Trustee. Also, if the Trustee is a company, the provisions of this deed may be amended by oral declaration or written resolution of the directors of the Trustee.

Notice

36.2 The Trustee must as soon as practicable advise the Members of the nature and purpose of the amendment and the effect (if any) on their entitlements as required by the Relevant Requirements.

Variation must not reduce Benefits

36.3 Despite anything to the contrary in this deed, the Trustee must not amend the deed in a way that reduces the accrued benefits of any Member except in circumstances where the variation would not result in any breach of the Relevant Requirements.

Limitation on variations

36.4 If at any time the Fund is a Regulated Fund this deed must not be amended in any way prohibited by the Relevant Requirements.

37. WINDING UP OF FUND

Election to terminate

37.1 The Trustee may elect to wind up the Fund at a certain date (the Termination Date) if:

- (a) there are no further Members remaining in the Fund; or
- (b) the Trustee determines for any reason that the Fund should be wound up.

Procedure on winding up of Fund

37.2 Where the Fund is to be wound up the Trustee must:

- (a) give written notice to each participating Employer and each Member of the Termination Date;
- (b) arrange to pay or transfer Benefits to or apply on behalf of Members, former Members and Beneficiaries, after deducting the costs of administering and winding up the Fund.

Exhaustion of Fund

37.3 The Trustee shall pay Benefits in the following order to the extent that the assets of the Fund permit:

- (a) Benefits to which Members, former Members or their Dependants are entitled at the Termination Date;
- (b) the provision of additional Benefits to Members, former Members and their Dependants as the Trustee in its absolute discretion considers appropriate;
- (c) payment to any of the Employers (if any) as have made Contributions to the Fund as the Trustee in its absolute discretion considers appropriate **PROVIDED THAT** all procedures required by the Relevant Requirements have been complied with prior to the payment being made.

Duration

37.4 Unless previously terminated the trusts constituted by this deed continue for a period of 80 years or any longer period allowed by law.

- DIVISION B -

38. MEMBERSHIP CLASSIFICATION

Classes of membership

38.1 Until the Trustee otherwise resolves, there is one class of membership:

A Class

Initial membership

38.2 When admitting a person to membership each Member will be an A Class Member unless the Trustee determines otherwise.

Different classes of membership

38.3 The Trustee may create other classes of membership and must specify the rights of a Member in each different class of membership at the time that class of membership is created, which will determine the Member's Benefit Entitlement in relation to that class of membership. If there is more than one class of membership of the Fund at any time:

- (a) the Trustee must designate a person's class of membership on that person joining the Fund;

- (b) a Member may be admitted to any class at any time provided the balance in any of the Member's Accumulation Accounts at the date of reclassification is retained as an entitlement of the Member;
- (c) upon the reclassification of a Member the Trustee may transfer all or any of the Member's other Accumulation Accounts to the new class of membership and
- (d) if a Member is reclassified but remains a Member of more than one class then, when any Contribution is made in respect of the Member, the contributor may designate the class to which the Contribution (and future Contributions) is attributable. If the contributor does not, the Trustee may determine to which class the Contributions are credited.

39. BENEFITS

- 39.1 Benefits will be payable to or in respect of a Member in the circumstances specified in clauses 40 to 44. However, the Trustee may also pay Benefits to a Member in other circumstances permitted by the Relevant Requirements.
- 39.2 If a Member qualifies for a Benefit under more than one provision of this deed, then the Trustee may choose which provision the Trustee will pay the Benefit under.
- 39.3 Benefits will be payable by the Trustee as a lump sum, unless the Member or Beneficiary requests the Trustee to pay all or part of the Benefit as a pension, in which case the Trustee may pay some or all of the Benefit as a Pension if allowed by the Relevant Requirements. This clause is subject to clauses 29.3 and 31.2 to 31.5.

40. RETIREMENT

At any time after a Member reaches the Normal Retirement Age, the Member is entitled to call on the Trustee to pay to the Member a Benefit equivalent to the amount standing to the credit of the Member's A Class Accumulation Account.

41. DISABLEMENT

Total and Permanent Disablement

- 41.1 If, in the opinion of the Trustee, a Member is Totally and Permanently Disabled, the Member is entitled to call on the Trustee to pay to the Member the full amount standing to the credit of the Member's A Class Accumulation Account as at the date of payment.

Temporary Total Disablement

- 41.2 If the Trustee receives an income Benefit under a Policy effected in respect of temporary total disablement of the Member then the Trustee must pay to the Member (to the extent permitted by the Relevant Requirements) an income Benefit equal to the amount payable to the Trustee under the Policy and in the manner specified in the Policy.

42. EARLY RETIREMENT FROM GAINFUL EMPLOYMENT

At any time after a Member retires from Gainful Employment prior to the Normal Retirement Age for any reason other than death or Total and Permanent Disablement, or the Member satisfies the conditions in the Relevant Requirements for the payment of Benefits even if the Member continues in employment, the Member is entitled to call on the Trustee to pay to the Member the full amount standing to the credit of the Member's A Class Accumulation Account.

43. DEATH

Death of a Member

- 43.1 On the death of a Member the Trustee must pay the full amount standing to the credit of the Member's A Class Accumulation Account as at the date of payment in accordance with the provisions of this deed.

Additional payment

- 43.2 In addition to the amounts determined under clause 43.1 the Trustee may also pay an additional amount equal to the Tax Saving Amount, where the Trustee is satisfied that the Trustee will be entitled to claim a deduction under section 295-485 of the Tax Act.

44. BENEFIT PAYABLE ON REACHING PRESERVATION AGE

If a Member meets a Condition of Release just by reaching the Member's Preservation Age prior to retirement from the workforce, the Member is entitled to call on the Trustee to pay to the Member a Benefit equivalent to the amount standing to the credit of the Member's A Class Accumulation Account subject to any cashing restrictions that apply to that Condition of Release.

45. INCREASES TO BENEFITS

In circumstances where a Member ceases to be a Member of the Fund, the Trustee may take into account the Member's interest in a Reserve Account (if any) in determining whether any amount should be transferred from the Reserve Account to the Member's Accumulation Account for purposes of the payment of a Benefit.

46. TIME OF PAYMENT OF BENEFITS

Trustee must pay Benefit to Member


- 46.1 When a Member calls on the Trustee to pay a Benefit under this deed, the Trustee must pay the Benefit, subject to the terms of this deed and the Relevant Requirements.

Retention of Benefits in Fund

- 46.2 Where a person does not require Benefits to be immediately paid, the Trustee may retain all or any part of any Benefit until:
- (a) the person requests that it be paid;
 - (b) the Member dies;
 - (c) the Trustee is required to pay it under the Relevant Requirements; or
 - (d) the Trustee decides to pay it.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED RED)
ORRANGYTAN PTY LTD ACN 164 827 936 as)
Trustee in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by a sole director who)
is also the sole secretary:

x 
Sole Director/Sole Secretary

x ANTONY GERANO
Name

x 27/8/17
Date

SCHEDULE A

DATE OF DEED: The 27th day of August 2013
x x

TRUSTEE: RED ORRANGYTAN PTY LTD ACN 164 827 936

NAME OF FUND: RED ORRANGYTAN SUPER FUND

**SCHEDULE B
APPLICATION FOR MEMBERSHIP
CONFIDENTIAL**

TO: THE TRUSTEE, RED ORRANGYTAN SUPER FUND

I, _____, apply for membership of the Fund.

- (a) I will be bound by the Trust Deed governing the Fund as varied from time to time.
- (b) I will notify the Trustee if at any time I am not, or I cease to be, Gainfully Employed as defined in the Trust Deed.
- (c) I consent to the Trustee acting as Trustee of the Fund.
- (d) I declare that the information in this Application is accurate in every respect.

APPLICATION DETAILS

Name:

Address:

Occupation:

Date of Birth:

Membership Class:

Tax File Number: _____

NOTE: Your Tax File Number (TFN) is confidential. Before you provide it, you must be told:

1. Your TFN can be collected under the Superannuation Industry (Supervision) Act 1993.
2. If you provide your TFN, it will only be used for legal purposes, which currently include:
 - finding or identifying your superannuation benefits;
 - calculating tax on eligible termination payments; and
 - providing information to the Commissioner of Taxation.
 These purposes may change in the future as a result of legislative change.
3. It is not an offence not to provide your TFN. If you do not:
 - you may pay unnecessary tax on your benefits, which you will need to reclaim later through the income tax assessment process; and
 - it may be more difficult to find unclaimed benefits that you have, or to locate and amalgamate other benefits you have.

The consequences of not providing your TFN may change in the future as a result of legislative change.

4. If you provide your TFN, the trustee may provide it to:
 - the trustee of another superannuation fund when you transfer your benefits to it, unless you instruct the trustee not to; and
 - the Commissioner of Taxation,
 but otherwise it will be treated as confidential.

NOMINATED DEPENDANT(S)

I nominate the following persons as my Nominated Dependants:

SURNAME(S)	GIVEN NAME(S)	RELATIONSHIP	% OF BENEFIT

DATED _____ 2013 Signature

**SCHEDULE C
PARTICIPATING EMPLOYERS ADMITTED TO FUND
PURSUANT TO CLAUSE 35**

NAMES OF PARTICIPATING EMPLOYERS	DATE OF ADMISSION	EXECUTION OF PARTICIPATING EMPLOYERS
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DMH10124989 5949731v1

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: RED ORRANGYTAN PTY LTD ACN 164 827 936

Company details

Date company registered 16-07-2013
 Company next review date 16-07-2024
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company No
 Non profit company No

Registered office

UNIT 29 , 30 O'CONNELL STREET , KANGAROO POINT QLD 4169

Future address

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 05-10-2023

Principal place of business

UNIT 29 , 30 O'CONNELL STREET , KANGAROO POINT QLD 4169

Officeholders

GERRARD, ANTONY JAMES

Born 10-04-1967 at TAKAPUNA NEW ZEALAND

UNIT 29 , 30 O'CONNELL STREET , KANGAROO POINT QLD 4169

Office(s) held: Director, appointed 16-07-2013
Secretary, appointed 16-07-2013

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY SHARES	100	100.00	0.00

Members

GERRARD , ANTONY JAMES UNIT 29 , 30 O'CONNELL STREET , KANGAROO POINT QLD 4169

Share class	Total number held	Fully paid	Beneficially held
ORD	100	Yes	Yes

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	FormDescription	Status
28-09-2023	7ECJ28720 484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
16-07-2013	1E9588685 201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

