

Compliance Workpapers
Sticks & Stones Self Managed Super Fund
Financial Year - 2023



Fund Details

Fund Name	Sticks & Stones Self Managed Super Fund
Contact no	
Financial Year	2023
Established Date	25/02/2019
ABN	60 245 216 508
TFN	646176277
Trustee Type	Corporate
Trustees	Sticks & Stones Retirement Pty Ltd
ACN	631883488

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	465,000.00	425,000.00	40,000.00	9.41	WP-1 WP-2
Direct Property	0.00	465,000.00	425,000.00	40,000.00	9.41	
51 Salt Creek Road Torrens Vale	1.00	465,000.00	425,000.00	40,000.00	9.41	WP-1
Other Assets	0.00	14,011.87	9,225.87	4,786.00	51.88	
Cash At Bank	0.00	14,011.87	9,225.87	4,786.00	51.88	
NAB Business Everyday Account	0.00	14,011.87	9,225.87	4,786.00	51.88	WP-1
Total Assets	0.00	479,011.87	434,225.87	44,786.00	10.31	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Income Tax Payable	0.00	643.95	250.80	393.15	156.76	WP-1 WP-2 WP-3
Income Tax Payable	0.00	250.80	0.00	250.80	100.00	
Provision for Income Tax	0.00	393.15	250.80	142.35	56.76	
Total Liabilities	0.00	643.95	250.80	393.15	156.76	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	478,367.92	433,975.07	44,392.85	10.23	WP-1 WP-2
Mr Kenneth Morrish	0.00	311,546.15	282,933.06	28,613.09	10.11	
Accumulation	0.00	311,546.15	282,933.06	28,613.09	10.11	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Mrs Jennifer Morrish	0.00	166,821.77	151,042.01	15,779.76	10.45	
Accumulation	0.00	166,821.77	151,042.01	15,779.76	10.45	
Total Member Entitlements	0.00	478,367.92	433,975.07	44,392.85	10.23	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Gains	40,000.00	-20,000.00	60,000.00	300.00	
Increase in Market Value	40,000.00	-20,000.00	60,000.00	300.00	WP-1
Direct Property	40,000.00	-20,000.00	60,000.00	300.00	
51 Salt Creek Road Torrens Vale	40,000.00	-20,000.00	60,000.00	300.00	
Investment Income	4,845.00	4,845.00	0.00	0.00	WP-1 WP-2
Rent	4,845.00	4,845.00	0.00	0.00	WP-1
Direct Property	4,845.00	4,845.00	0.00	0.00	
51 Salt Creek Road Torrens Vale	4,845.00	4,845.00	0.00	0.00	
Member Receipts	2,165.30	1,650.00	515.30	31.23	
Contributions	2,165.30	1,650.00	515.30	31.23	WP-1
Member	2,165.30	1,650.00	515.30	31.23	
Personal Non-Concessional	2,165.30	1,650.00	515.30	31.23	WP-1
Mr Kenneth Morrish	1,082.65	825.00	257.65	31.23	
Mrs Jennifer Morrish	1,082.65	825.00	257.65	31.23	
Other Income	0.00	2.56	-2.56	100.00	
Fee Refund	0.00	2.56	-2.56	100.00	
Total Income	47,010.30	-13,502.44	60,512.74	448.16	
Expenses	2023	2022	Change (\$)	Change (%)	
Other Expenses	2,224.30	3,175.00	-950.70	29.94	

Expenses	2023	2022	Change (\$)	Change (%)	
Accountancy Fee	0.00	880.00	-880.00	100.00	
ASIC Fee	59.00	56.00	3.00	5.36	WP-1
Auditor Fee	0.00	330.00	-330.00	100.00	
Property Expenses	2,165.30	1,650.00	515.30	31.23	WP-1 WP-2
Council Rates	2,165.30	1,650.00	515.30	31.23	
Direct Property	2,165.30	1,650.00	515.30	31.23	
51 Salt Creek Road Torrens Vale	2,165.30	1,650.00	515.30	31.23	
SMSF Supervisory Levy	0.00	259.00	-259.00	100.00	
Total Expenses	2,224.30	3,175.00	-950.70	29.94	
Income Tax	2023	2022	Change (\$)	Change (%)	
Income Tax Expense	393.15	250.80	142.35	56.76	WP-1 WP-2
Income Tax Expense	393.15	250.80	142.35	56.76	
Total Income Tax	393.15	250.80	142.35	56.76	
Net Profit(Loss) Total	44,392.85	-16,928.24			

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		
Mrs Jennifer Morrish (Age: 44 at 30/06/2023)									
Accumulation	Accumulation	151,042.01	0.00	0.00	166,821.77	0.00	0.00		
Mr Kenneth Morrish (Age: 52 at 30/06/2023)									
Accumulation	Accumulation	282,850.79	0.00	82.27	311,463.88	0.00	82.27		

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mrs Jennifer Morrish (Age: 44 at 30/06/2023)				
	Accumulation		36,470.03	37,552.68
Mr Kenneth Morrish (Age: 52 at 30/06/2023)				
	Accumulation		34,618.74	35,701.39

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
Mr Kenneth Morrish Date of Birth: 27/12/1970 (Age: 51 at 30/06/2023)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		0.00	1,082.65
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	1,082.65
	Amount above caps		0.00	0.00
Mrs Jennifer Morrish Date of Birth: 06/11/1978 (Age: 43 at 30/06/2023)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		0.00	1,082.65
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	1,082.65
	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.

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.

Income Comparison - 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
Member Receipts / Contributions / Member / Personal Non-Concessional / Mr Kenneth Morrish					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Contribution Allocation	0.00	0.00	1,082.65	1,082.65
30/06/2023	Closing Balance	0.00	0.00	0.00	1,082.65
Member Receipts / Contributions / Member / Personal Non-Concessional / Mrs Jennifer Morrish					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Contribution Allocation	0.00	0.00	1,082.65	1,082.65
30/06/2023	Closing Balance	0.00	0.00	0.00	1,082.65
Investment Gains / Increase in Market Value / Direct Property / 51 Salt Creek Road Torrens Vale					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	0.00	40,000.00	40,000.00
30/06/2023	Closing Balance	0.00	0.00	0.00	40,000.00
Investment Income / Rent / Direct Property / 51 Salt Creek Road Torrens Vale					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/07/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
29/08/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	807.50
28/09/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	1,211.25

Date	Description	Quantity	Debits	Credits	Balance
28/10/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	1,615.00
28/11/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	2,018.75
28/12/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	2,422.50
30/01/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	2,826.25
28/02/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	3,230.00
28/03/2023	56922858-RENTTILL ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	3,633.75
28/04/2023	57432511- - RENTTILL ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	4,037.50
29/05/2023	57971179-RENTTILL ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	4,441.25
28/06/2023	58519041-RENTTILL - COLUMBUS CAPITAL KEN MORRISH	0.00	0.00	403.75	4,845.00
30/06/2023	Closing Balance	0.00	0.00	0.00	4,845.00
Other Expenses / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/03/2023	INTERNET BPAY ASIC 2296318834886	0.00	59.00	0.00	59.00
30/06/2023	Closing Balance	0.00	0.00	0.00	59.00
Other Expenses / Council Rates / Direct Property / 51 Salt Creek Road Torrens Vale					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	General Investment Expense	0.00	2,165.30	0.00	2,165.30
30/06/2023	Closing Balance	0.00	0.00	0.00	2,165.30
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Fund Income Tax	0.00	393.15	0.00	393.15
30/06/2023	Closing Balance	0.00	0.00	0.00	393.15
Investments - 51 Salt Creek Road Torrens Vale					
01/07/2022	Opening Balance	1.00	0.00	0.00	425,000.00
30/06/2023	Market Value Adjustment	0.00	40,000.00	0.00	465,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	465,000.00
Cash At Bank - NAB Business Everyday Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	9,225.87
28/07/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	9,629.62
29/08/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	10,033.37
28/09/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	10,437.12
28/10/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	10,840.87
28/11/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	11,244.62

Date	Description	Quantity	Debits	Credits	Balance
28/12/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	11,648.37
30/01/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	12,052.12
28/02/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	12,455.87
06/03/2023	INTERNET BPAY ASIC 2296318834886	0.00	0.00	59.00	12,396.87
28/03/2023	56922858-RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	12,800.62
28/04/2023	57432511- - RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	13,204.37
29/05/2023	57971179-RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	13,608.12
28/06/2023	58519041-RENTTILL - COLUMBUS CAPITAL KEN MORRISH	0.00	403.75	0.00	14,011.87
30/06/2023	Closing Balance	0.00	0.00	0.00	14,011.87
Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / 51 Salt Creek Road Torrens Vale					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/07/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
28/07/2022	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
29/08/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
29/08/2022	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
28/09/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75

Date	Description	Quantity	Debits	Credits	Balance
28/09/2022	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
28/10/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
28/10/2022	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
28/11/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
28/11/2022	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
28/12/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
28/12/2022	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
30/01/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
30/01/2023	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
28/02/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
28/02/2023	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
28/03/2023	56922858-RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
28/03/2023	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
28/04/2023	57432511- - RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
28/04/2023	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
29/05/2023	57971179-RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	403.75
29/05/2023	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00

Date	Description	Quantity	Debits	Credits	Balance
28/06/2023	58519041-RENTTILL - COLUMBUS CAPITAL KEN MORRISH	0.00	403.75	0.00	403.75
28/06/2023	Rental Income/Disbursements Received	0.00	0.00	403.75	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Mr Kenneth Morrish					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Contribution Allocation	0.00	1,082.65	0.00	1,082.65
30/06/2023	Contribution Received	0.00	0.00	1,082.65	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Mrs Jennifer Morrish					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Contribution Allocation	0.00	1,082.65	0.00	1,082.65
30/06/2023	Contribution Received	0.00	0.00	1,082.65	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/03/2023	INTERNET BPAY ASIC 2296318834886	0.00	0.00	59.00	59.00
06/03/2023	INTERNET BPAY ASIC 2296318834886	0.00	59.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Council Rates / Direct Property / 51 Salt Creek Road Torrens Vale					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	General Investment Expense	0.00	0.00	2,165.30	2,165.30
30/06/2023	General Investment Expense	0.00	2,165.30	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Income Tax Payable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Fund Tax Finalisation	0.00	0.00	250.80	250.80
30/06/2023	Closing Balance	0.00	0.00	0.00	250.80
Income Tax Payable / Provision for Income Tax					
01/07/2022	Opening Balance	0.00	0.00	0.00	250.80
01/07/2022	Fund Tax Finalisation	0.00	250.80	0.00	0.00
30/06/2023	Tax Effect Of Income	0.00	0.00	393.15	393.15
30/06/2023	Closing Balance	0.00	0.00	0.00	393.15
Fund Suspense / NAB Business Everyday Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/07/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/07/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
29/08/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75

Date	Description	Quantity	Debits	Credits	Balance
29/08/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
28/09/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/09/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
28/10/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/10/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
28/11/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/11/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
28/12/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/12/2022	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
30/01/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
30/01/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
28/02/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/02/2023	RENT TILL 28TH ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
06/03/2023	INTERNET BPAY ASIC 2296318834886	0.00	0.00	59.00	59.00
06/03/2023	INTERNET BPAY ASIC 2296318834886	0.00	59.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
28/03/2023	56922858-RENTTILL ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/03/2023	56922858-RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
28/04/2023	57432511- - RENTTILL ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
28/04/2023	57432511- - RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
29/05/2023	57971179-RENTTILL ORIGIN MMS KEN MORRISH	0.00	0.00	403.75	403.75
29/05/2023	57971179-RENTTILL ORIGIN MMS KEN MORRISH	0.00	403.75	0.00	0.00
28/06/2023	58519041-RENTTILL - COLUMBUS CAPITAL KEN MORRISH	0.00	0.00	403.75	403.75
28/06/2023	58519041-RENTTILL - COLUMBUS CAPITAL KEN MORRISH	0.00	403.75	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Kenneth Morrish / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	282,933.06
30/06/2023	Contribution Allocation	0.00	0.00	1,082.65	284,015.71
30/06/2023	Income Taxes Allocated	0.00	256.32	0.00	283,759.39
30/06/2023	Investment Profit or Loss	0.00	0.00	27,786.76	311,546.15
30/06/2023	Closing Balance	0.00	0.00	0.00	311,546.15
Member Entitlement Accounts / Mrs Jennifer Morrish / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	151,042.01

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Contribution Allocation	0.00	0.00	1,082.65	152,124.66
30/06/2023	Income Taxes Allocated	0.00	136.83	0.00	151,987.83
30/06/2023	Investment Profit or Loss	0.00	0.00	14,833.94	166,821.77
30/06/2023	Closing Balance	0.00	0.00	0.00	166,821.77

Permanent Documents

OCR_(A) Trust Deed.pdf
SSR_ASIC Extract.pdf
LOT 15 SALT CREEK TORRENS VALE - CONTRACT.pdf
OCR_LOT 51 SALT CREEK ROAD TORRENS VALE - FINAL TOL.pdf
Title_Details_CT_6184_525_5.pdf
OCR_Acknowledgement of Trust.pdf
OCR_(D) Membership Applications.pdf

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

Who should complete this annual return?

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

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

To complete this annual return

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

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 **Tax file number (TFN)**

- ! 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.

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

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

Sticks & Stones Self Managed Super Fund

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

4 **Current postal address**

322 Glen Osmond Road

Suburb/town

Myrtle Bank

State/territory

SA

Postcode

5064

5 **Annual return status**

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

A No Yes

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

B No Yes

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

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

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

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

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

A Fund's financial institution account details

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

Fund BSB number 085005

Fund account number 527940453

Fund account name

Sticks & Stones Retirement Pty Ltd ATF Sticks & Stones Self Mana

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 2023*.

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

Net capital gain **A** \$

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

Gross interest **C** \$

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

Gross foreign income D1 \$ <input type="text" value="0-00"/>	Net foreign income D \$ <input type="text" value="0-00"/>	Loss <input type="checkbox"/>
---	--	-------------------------------

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

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

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

Calculation of assessable contributions

Assessable employer contributions **R1** \$

plus Assessable personal contributions **R2** \$

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

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

Gross distribution from partnerships **I** \$

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$

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

Calculation of non-arm's length income

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

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

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

*Other income **S** \$

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

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

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

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

Exempt current pension income **Y** \$

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

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="2165"/> -00	I2 \$ <input type="text" value="0"/> -00
Management and administration expenses	J1 \$ <input type="text" value="59"/> -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 Code <input type="text"/>	L2 \$ <input type="text" value="0"/> -00 Code <input type="text"/>
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00	

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

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

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

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

#This is a mandatory label.

Fund's tax file number (TFN)

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

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

#Taxable income	A	\$	<input type="text" value="2621"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="393.15"/>	
<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 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>(H2 plus H3 plus H5 plus H6 plus H8)</i>	

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

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 <small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small>	S \$ <input type="text" value="652.15"/>
	<small>(T5 plus G less H less I less K plus L less M plus N)</small>

#This is a mandatory label.

Section E: Losses

14 Losses

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

Tax losses carried forward to later income years	U \$ <input type="text" value="0"/> -00
Net capital losses carried forward to later income years	V \$ <input type="text" value="0"/> -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)

MEMBER 2

Title:

Family name

First given name

Other given names

Member's TFN
See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Proceeds from primary residence disposal
H \$

Employer contributions
A \$

Receipt date
H1

ABN of principal employer
A1

Assessable foreign superannuation fund amount
I \$

Personal contributions
B \$

Non-assessable foreign superannuation fund amount
J \$

CGT small business retirement exemption
C \$

Transfer from reserve: assessable amount
K \$

CGT small business 15-year exemption amount
D \$

Transfer from reserve: non-assessable amount
L \$

Personal injury election
E \$

Contributions from non-complying funds and previously non-complying funds
T \$

Spouse and child contributions
F \$

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

Other third party contributions
G \$

TOTAL CONTRIBUTIONS N \$
(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance
S1 \$

Inward rollovers and transfers **P** \$

Retirement phase account balance - Non CDBIS
S2 \$

Outward rollovers and transfers **Q** \$

Retirement phase account balance - CDBIS
S3 \$

Lump Sum payments **R1** \$

Code

Income stream payments **R2** \$

Code

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="478367"/>
Reserve accounts			X \$	<input type="text" value="0"/>
Other liabilities			Y \$	<input type="text" value="644"/>
TOTAL LIABILITIES			Z \$	<input type="text" value="479011"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2022–23 income year, write **2023**). **A**

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

Interposed entity election status

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

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

Section K: **Declarations**

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

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

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Sticks & Stones Self Managed Super Fund
Investment Revaluation as at 30 June 2023

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
Property Direct Market					
SALTCREEKRD 51 Salt Creek Road Torrens Vale	30 Jun 2023	465,000.00000	1.00000	465,000.00	40,000.00
Property Direct Market Total				465,000.00	40,000.00
Fund Total				465,000.00	40,000.00

Sticks & Stones Self Managed Super Fund
Investment Income Comparison Report
For the period 1 July 2022 to 30 June 2023

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						

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

Sticks & Stones Self Managed Super Fund

Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

Operating Statement Profit vs. Provision for Income Tax	2023 \$
Benefits Accrued as a Result of Operations before Income Tax	44,786.00
ADD:	
Rounding	0.30
LESS:	
Increase in Market Value	40,000.00
Non-Taxable Contributions	2,165.30
Taxable Income or Loss	2,621.00

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	2,621.00	393.15
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	393.15	393.15

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	393.15
Income Tax Expense	393.15

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	393.15
Income Tax Payable (Receivable)	393.15

Exempt Current Pension Income Settings

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

Sticks & Stones Self Managed Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
			Section B	
Income				
Net Capital Gain				
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	0.00
Less Discount		30 Jun 2023	A	0.00
Total Net Capital Gain			A	0.00
Gross Rent and Other Leasing & Hiring Income				
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Jul 2022	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	29 Aug 2022	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Sep 2022	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Oct 2022	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Nov 2022	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Dec 2022	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	30 Jan 2023	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Feb 2023	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Mar 2023	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Apr 2023	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	29 May 2023	B	403.75
Rental Income/Disbursements Received	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	28 Jun 2023	B	403.75
Total Gross Rent and Other Leasing & Hiring Income			B	4,845.00
Total Gross Interest			C	0.00
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

Sticks & Stones Self Managed Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
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				4,845.00
Deductions			Section C	
Total Interest Expenses within Australia			A	0.00
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
Investment Expenses				
General Investment Expense	SALTCREEKRD: 51 Salt Creek Road Torrens Vale	30 Jun 2023	I	2,165.30
Less Rounding			I	(0.30)
Total Investment Expenses			I	2,165.00
Management and Administration Expenses				
INTERNET BPAY ASIC 2296318834886		06 Mar 2023	J	59.00
Total Management and Administration Expenses			J	59.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Total Other Deductions			L	0.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				2,224.00
Taxable Income or Loss			(V - N) O	2,621.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	393.15
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00

Sticks & Stones Self Managed Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Gross Tax				393.15
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				393.15
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
Net Tax Payable				393.15
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)				652.15

Sticks & Stones Self Managed Super Fund

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

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
Mr Kenneth Morrish											
12 Aldinga Beach Road Aldinga Beach SA 5173											
Accumulation Accumulation	282,933.06	1,082.65	0.00	27,786.76	0.00	(256.32)	0.00	0.00	0.00	0.00	311,546.15
	282,933.06	1,082.65	0.00	27,786.76	0.00	(256.32)	0.00	0.00	0.00	0.00	311,546.15
Mrs Jennifer Morrish											
12 Aldinga Beach Road Aldinga Beach SA 5173											
Accumulation Accumulation	151,042.01	1,082.65	0.00	14,833.94	0.00	(136.83)	0.00	0.00	0.00	0.00	166,821.77
	151,042.01	1,082.65	0.00	14,833.94	0.00	(136.83)	0.00	0.00	0.00	0.00	166,821.77
	433,975.07	2,165.30	0.00	42,620.70	0.00	(393.15)	0.00	0.00	0.00	0.00	478,367.92

Sticks & Stones Self Managed Super Fund

Investment Summary as at 30 June 2023

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
NAB Business Everyday Account				14,011.87	14,011.87			2.93%
				14,011.87	14,011.87			2.93%
<u>Property Direct Market</u>								
51 Salt Creek Road Torrens Vale	1.00000	468,611.0400	465,000.0000	468,611.04	465,000.00	(3,611.04)	(0.77)%	97.07%
				468,611.04	465,000.00	(3,611.04)	(0.77)%	97.07%
				482,622.91	479,011.87	(3,611.04)	(0.75)%	100.00%

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


Sticks & Stones Self Managed Super Fund
Investment Income Summary
For the period 1 July 2022 to 30 June 2023

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<i>Property Direct Market</i>													
51 Salt Creek Road Torrens Vale													
4,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,845.00	0.00	0.00	0.00	0.00
4,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,845.00	0.00	0.00	0.00	0.00
4,845.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,845.00	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.

Sticks & Stones Self Managed Super Fund
Fund ABN: 60 245 216 508
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name **51 Salt Creek Road Torrens Vale**
Property Type **Commercial**
Address of the Property **0/51 SALT CREEK ROAD**
 TORRENS VALE, SA 5203
 Australia

Description	Tax Return Label	Amount	Prior Year
Income			
 Rent from Property	B	4,845.00	4,845.00
Gross Rent		4,845.00	4,845.00
Expenses			
Council Rates	I	2,165.30	1,650.00
Total Expenses		2,165.30	1,650.00
Net Rent		2,679.70	3,195.00

Sticks & Stones Self Managed Super Fund
(ABN: 60 245 216 508)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Aldinga Beach Road Aldinga Beach, SA 5173
Member	Number: 1
Mr Kenneth John Morrish	Date of Birth: 27 December 1970 Date Joined Fund: 25 February 2019 Eligible Service Date: 8 January 2020
	Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2022	
Accumulation	282,933.06
Total as at 1 Jul 2022	<u>282,933.06</u>

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	311,546.15
Total as at 30 Jun 2023	<u>311,546.15</u>

Your Tax Components

Tax Free	35,701.39
Taxable - Taxed	275,844.76
Taxable - Untaxed	-

Your Preservation Components

Preserved	311,463.88
Restricted Non Preserved	-
Unrestricted Non Preserved	82.27

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
mail Sticks & Stones Self Managed Super Fund, 12 Aldinga Beach Road, Aldinga Beach SA 5173

Sticks & Stones Self Managed Super Fund
(ABN: 60 245 216 508)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Aldinga Beach Road Aldinga Beach, SA 5173
Member Number: 1	Date of Birth: 27 December 1970
Mr Kenneth John Morrish	Date Joined Fund: 25 February 2019
Accumulation Account	Eligible Service Date: 8 January 2020
Accumulation	Tax File Number Held: Yes
	Account Start Date: 25 February 2019

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	282,933.06
<i><u>Increases to your account:</u></i>	
Member Contributions	1,082.65
Share Of Net Fund Income	27,786.76
<u>Total Increases</u>	<u>28,869.41</u>
<i><u>Decreases to your account:</u></i>	
Tax on Net Fund Income	256.32
<u>Total Decreases</u>	<u>256.32</u>
Withdrawal Benefit as at 30 Jun 2023	<u><u>311,546.15</u></u>

Your Tax Components		
Tax Free	11.4594 %	35,701.39
Taxable - Taxed		275,844.76
Taxable - Untaxed		-

Your Preservation Components	
Preserved	311,463.88
Restricted Non Preserved	-
Unrestricted Non Preserved	82.27

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries
No beneficiary details have been recorded

For Enquiries:
mail Sticks & Stones Self Managed Super Fund, 12 Aldinga Beach Road, Aldinga Beach SA 5173

Trustee

The Trustee of the Fund is as follows:

Sticks & Stones Retirement Pty Ltd

The directors of the Trustee company are:

Kenneth Morrish and
Jennifer Morrish

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

.....
Kenneth Morrish
Director - Sticks & Stones Retirement Pty Ltd

.....
Jennifer Morrish
Director - Sticks & Stones Retirement Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail Sticks & Stones Self Managed Super Fund, 12 Aldinga Beach Road, Aldinga Beach SA 5173

Sticks & Stones Self Managed Super Fund
(ABN: 60 245 216 508)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Aldinga Beach Road Aldinga Beach, SA 5173
Member	Number: 2
Mrs Jennifer Rebecca Morrish	Date of Birth: 6 November 1978 Date Joined Fund: 25 February 2019 Eligible Service Date: 8 January 2020
	Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2022	
Accumulation	151,042.01
Total as at 1 Jul 2022	151,042.01

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	166,821.77
Total as at 30 Jun 2023	166,821.77

Your Tax Components

Tax Free	37,552.68
Taxable - Taxed	129,269.09
Taxable - Untaxed	-

Your Preservation Components

Preserved	166,821.77
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
mail Sticks & Stones Self Managed Super Fund, 12 Aldinga Beach Road, Aldinga Beach SA 5173

Sticks & Stones Self Managed Super Fund
(ABN: 60 245 216 508)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 12 Aldinga Beach Road Aldinga Beach, SA 5173
Member Number: 2	Date of Birth: 6 November 1978
Mrs Jennifer Rebecca Morrish	Date Joined Fund: 25 February 2019
Accumulation Account	Eligible Service Date: 8 January 2020
Accumulation	Tax File Number Held: Yes
	Account Start Date: 25 February 2019

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	151,042.01
<i><u>Increases to your account:</u></i>	
Member Contributions	1,082.65
Share Of Net Fund Income	14,833.94
<u>Total Increases</u>	<u>15,916.59</u>
<i><u>Decreases to your account:</u></i>	
Tax on Net Fund Income	136.83
<u>Total Decreases</u>	<u>136.83</u>
Withdrawal Benefit as at 30 Jun 2023	<u>166,821.77</u>

Your Tax Components		
Tax Free	22.5107 %	37,552.68
Taxable - Taxed		129,269.09
Taxable - Untaxed		-

Your Preservation Components	
Preserved	166,821.77
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries
No beneficiary details have been recorded

For Enquiries:
mail Sticks & Stones Self Managed Super Fund, 12 Aldinga Beach Road, Aldinga Beach SA 5173

Trustee

The Trustee of the Fund is as follows:

Sticks & Stones Retirement Pty Ltd

The directors of the Trustee company are:

Kenneth Morrish and
Jennifer Morrish

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

.....
Kenneth Morrish
Director - Sticks & Stones Retirement Pty Ltd

.....
Jennifer Morrish
Director - Sticks & Stones Retirement Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail Sticks & Stones Self Managed Super Fund, 12 Aldinga Beach Road, Aldinga Beach SA 5173

Sticks & Stones Self Managed Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Kenneth Morrish

Date of Birth: 27 Dec 1970
Age: 52 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

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

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	102,500.00	0.00
Contributions made (to this fund)	3	0.00	1,082.65
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	1,082.65
Amount above caps	4	0.00	0.00
Available		<u>130,000.00</u>	<u>108,917.35</u>

Notes

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

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	0.00
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	0.00
NonConcessional	Personal	1,082.65
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	1,082.65
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
-------------	--------------------------	---------------------	-------------------------	--------------	---------------

Sticks & Stones Self Managed Super Fund

Contribution Caps

For the Period From 1 July 2022 to 30 June 2023

Mr Kenneth Morrish

30/06/2023	Personal	1,082.65	manual
Totals:		1,082.65	

Sticks & Stones Self Managed Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mrs Jennifer Morrish

Date of Birth: 06 Nov 1978
Age: 44 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions		Non-Concessional	
Contributions for the previous 2 years are not confirmed			Unknown
3-year cap in effect from previous years			Unknown
Total non-concessional contributions in previous 2 years			Unknown
Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	102,500.00	0.00
Contributions made (to this fund)	3	0.00	1,082.65
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	1,082.65
Amount above caps	4	0.00	0.00
Available		130,000.00	108,917.35

Notes

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

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	0.00
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	0.00
NonConcessional	Personal	1,082.65
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	1,082.65
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
30/06/2023	Personal		1,082.65		manual
	Totals:		1,082.65		

Sticks & Stones Self Managed Super Fund
Investment Movement Summary
For the period 1 July 2022 to 30 June 2023

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
NAB Business Everyday Account		9,225.87		4,845.00		59.00	0.00		14,011.87	14,011.87
		<u>9,225.87</u>		<u>4,845.00</u>		<u>59.00</u>	<u>0.00</u>		<u>14,011.87</u>	<u>14,011.87</u>
<u>Property Direct Market</u>										
51 Salt Creek Road Torrens Vale	1.00	468,611.04	0.00	0.00	0.00	0.00	0.00	1.00	468,611.04	465,000.00
		<u>468,611.04</u>		<u>0.00</u>		<u>0.00</u>	<u>0.00</u>		<u>468,611.04</u>	<u>465,000.00</u>
Fund Total		<u>477,836.91</u>		<u>4,845.00</u>		<u>59.00</u>	<u>0.00</u>		<u>482,622.91</u>	<u>479,011.87</u>

Inquires 1300 300 630

Issue date 26 Feb 23

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 40910213

Check this statement carefully

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

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

ACN 631 883 488
FOR STICKS & STONES RETIREMENT PTY LTD

REVIEW DATE: 25 February 23

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

Company Statement

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

1 Registered office
322 GLEN OSMOND ROAD MYRTLE BANK SA 5064

2 Principal place of business
12 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173

3 Officeholders

Name: KENNETH JOHN MORRISH
Born: ADELAIDE SA
Date of birth: 27/12/1970
Address: 12 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173
Office(s) held: DIRECTOR, APPOINTED 25/02/2019; SECRETARY, APPOINTED 25/02/2019

Name: JENNIFER REBECCA MORRISH
Born: SYDNEY NSW
Date of birth: 06/11/1978
Address: 12 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173
Office(s) held: DIRECTOR, APPOINTED 25/02/2019

4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORD SHARES	10	\$10.00	\$0.00

5 Members

These details continue on the next page

STICKS & STONES RETIREMENT PTY LTD ACN 631 883 488

Page 1 of 2

Company statement continued

Name: KENNETH JOHN MORRISH

Address: 12 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173

Share Class	Total number held	Fully paid	Beneficially held
ORD	5	Yes	Yes

Name: JENNIFER REBECCA MORRISH

Address: 12 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173

Share Class	Total number held	Fully paid	Beneficially held
ORD	5	Yes	Yes

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

End of company statement

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

Additional company information

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

6 Contact address for ASIC use only

Registered agent name: BARTLEY PARTNERS PTY LTD
Registered agent number: 6374
Address: PO BOX 230 GLEN OSMOND SA 5064

**ASIC**

Australian Securities & Investments Commission

ABN 86 768 265 615

STICKS & STONES RETIREMENT PTY LTD
 BARTLEY PARTNERS PTY LTD
 PO BOX 230
 GLEN OSMOND SA 5064

INVOICE STATEMENT

Issue date 25 Feb 23

STICKS & STONES RETIREMENT PTY LTD

ACN 631 883 488

Account No. 22 631883488

Summary

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

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

Transaction details are listed on the back of this page

Inquiries

www.asic.gov.au/invoices

1300 300 630

Please pay

Immediately	\$0.00
By 25 Apr 23	\$59.00

If you have already paid please ignore this invoice statement.

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

**ASIC**

Australian Securities & Investments Commission

PAYMENT SLIP**STICKS & STONES RETIREMENT PTY LTD**

ACN 631 883 488

Account No: 22 631883488



22 631883488

TOTAL DUE	\$59.00
Immediately	\$0.00
By 25 Apr 23	\$59.00

Payment options are listed on the back of this payment slip



Bill Code: 17301
Ref: 2296318834886



*814 129 0002296318834886 71

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2023-02-25	Annual Review - Special Purpose Pty Co	4X2350734480P A	\$59.00
	Outstanding transactions		
2023-02-25	Annual Review - Special Purpose Pty Co	4X2350734480P A	\$59.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 3188 3488 671

Australia Post

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

Phone

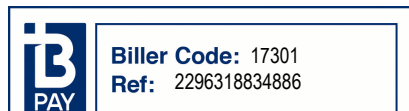
Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Biller Code: 17301
Ref: 2296318834886

Telephone & Internet Banking – BPAY®

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



Australian Government
Australian Taxation Office

Agent BARTLEY PARTNERS PTY LTD
Client THE TRUSTEE FOR THE STICKS &
STONES SELF MANAGED SUPER
FUND
ABN 60 245 216 508
TFN 646 176 277

Income tax 002

Date generated	20 October 2023
Overdue	\$509.80 DR
Not yet due	\$0.00
Balance	\$509.80 DR

Transactions

4 results found - from **20 October 2021** to **20 October 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Jun 2023	1 Jun 2023	General interest charge			\$509.80 DR
17 Feb 2023	15 May 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$509.80		\$509.80 DR
11 Aug 2022	8 Jun 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$364.75		\$0.00
4 Feb 2022	3 Feb 2022	Payment received		\$364.75	\$364.75 CR



Australian Government
Australian Taxation Office

Agent BARTLEY PARTNERS PTY LTD
Client THE TRUSTEE FOR THE STICKS &
STONES SELF MANAGED SUPER
FUND
ABN 60 245 216 508
TFN 646 176 277

Activity statement 004

Date generated	20 October 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

0 results found - from **20 October 2021** to **20 October 2023** sorted by **processed date** ordered **newest to oldest**



Date Created: Oct 18, 2023 9:54:46 PM

Transaction Listing

Account Balance Summary

Opening Balance	\$9,225.87 CR
Total Credits	\$4,845.00
Total Debits	\$59.00
Closing Balance	\$14,011.87 CR

Transaction Listing starts

01 July 2022

Transaction Listing ends

30 June 2023

Account Details

Account Type	Transaction Account
BSB Number	085-005
Account Number	52-794-0453

Transaction Details

Date	Particulars	Debits	Credits	Balance
15 Jul 22	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 7.720%		\$0.00	\$9,225.87 CR
28 Jul 22	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$9,629.62 CR
12 Aug 22	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 8.220%		\$0.00	\$9,629.62 CR
29 Aug 22	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$10,033.37 CR
16 Sep 22	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 8.720%		\$0.00	\$10,033.37 CR
28 Sep 22	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$10,437.12 CR
14 Oct 22	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 8.970%		\$0.00	\$10,437.12 CR
28 Oct 22	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$10,840.87 CR
11 Nov 22	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 9.220%		\$0.00	\$10,840.87 CR
28 Nov 22	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$11,244.62 CR
16 Dec 22	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 9.470%		\$0.00	\$11,244.62 CR
28 Dec 22	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$11,648.37 CR
30 Jan 23	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$12,052.12 CR
17 Feb 23	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 9.720%		\$0.00	\$12,052.12 CR
28 Feb 23	RENT TILL 28TH ORIGIN MMS KEN MORRISH		\$403.75	\$12,455.87 CR
06 Mar 23	INTERNET BPAY ASIC 2296318834886	\$59.00		\$12,396.87 CR
17 Mar 23	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 9.970%		\$0.00	\$12,396.87 CR

Important

- This provisional list is not a statement of account.
- It may include transactions which may appear on previous statements.
- It may not include all transactions processed since last statement was issued.
- With the exception of cheque serial numbers, the details shown in the particulars column may be an abbreviation.
- Inclusion of a debit does not always indicate payment by the bank.

Transaction Details

Date	Particulars	Debits	Credits	Balance
28 Mar 23	56922858-RENTTILL ORIGIN MMS KEN MORRISH		\$403.75	\$12,800.62 CR
28 Apr 23	57432511-RENTTILL ORIGIN MMS KEN MORRISH		\$403.75	\$13,204.37 CR
12 May 23	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 10.220%		\$0.00	\$13,204.37 CR
29 May 23	57971179-RENTTILL ORIGIN MMS KEN MORRISH		\$403.75	\$13,608.12 CR
16 Jun 23	PLEASE NOTE FROM TODAY YOUR DR INTEREST RATE IS 10.470%		\$0.00	\$13,608.12 CR
28 Jun 23	58519041-RENTTILL COLUMBUS CAPITAL KEN MORRISH		\$403.75	\$14,011.87 CR

Important

- This provisional list is not a statement of account.
- It may include transactions which may appear on previous statements.
- It may not include all transactions processed since last statement was issued.
- With the exception of cheque serial numbers, the details shown in the particulars column may be an abbreviation.
- Inclusion of a debit does not always indicate payment by the bank.

AGREEMENT TO LEASE

'LESSOR'

- (a) **NAME:** Sticks & Stones Retirement Pty Ltd as trustee for Sticks and Stones Self Managed Superannuation Fund
(b) **ADDRESS:** 12 Aldinga Beach Road, ALDINGA BEACH SA 5173


'LESSEE'

- (a) **NAME:** Kenneth & Jennifer Morrish
(b) **ADDRESS:** 12 Aldinga Beach Road, ALDINGA BEACH SA 5173

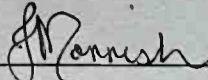
The Lessor **HEREBY OFFERS** to lease the premises hereinafter described on the following terms and conditions:

1. **Premises:** 51 Salt Creek Road TORRENS VALE SA 5203
2. **Rental and Terms of payment:** The initial base rental will be \$4,845 per annum and is to be paid in equal monthly payments in advance with the first payment to be paid on 1 May 2020.
3. **Term of Lease:** 5 years
4. **Right of Renewal:** 3 years
5. **Lease commencement:** 1 May 2020
6. **Registration of Lease, Legal Costs and Disbursements:** Except to the extent that the Lessor shall be required by law to bear such costs, the Lessee shall pay to the Lessor in the negotiation, preparation, stamping and registration of this Lease.

Executed by Sticks & Stones Retirement Pty Ltd as Trustee for Sticks and Stones Self Managed Superannuation Fund in accordance with section 127 of the *Corporations Act 2001* (Cth):



Kenneth Morrish
Director

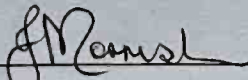


Jennifer Morrish
Director

Executed by Kenneth and Jennifer Morrish



Kenneth Morrish



Jennifer Morrish



DISTRICT COUNCIL OF YANKALILLA
 ABN 17 163 010 187
 Council Office: 1 Charles Street, Yankalilla
 Office Hours: Monday to Friday, 9:00am to 5:00pm
 Telephone enquiries: 8529 0200 Fax: 8558 2022
 Postal address: PO Box 9, Yankalilla SA 5203
 Email: council@yankalilla.sa.gov.au
 www.yankalilla.sa.gov.au

RATE NOTICE 2022/2023

Rates and Charges for period 1 July 2022 to 30 June 2023
 Rates declared on 12 July 2022
 Minimum General Rate declared \$950.00

KJ & JR MORRISH
 12 ALDINGA BEACH RD
 ALDINGA BEACH SA 5173

045-5173 (694)

1st Quarter	
Quarterly Payment	Last Day for Payment
\$542.30	15.09.2022
Assessment Number	Date of Notice
A48631	28.07.2022

Property Details (110) 70114142 51

Location: LOT 51 SALT CREEK RD, TORRENS VALE 5203

Land Use: Primary Production

Reference Number: 1000486311

Capital Value \$465,000

Valuation Number: 2632196557

Ward: FIELD

(ALL VALUATION ENQUIRIES should be directed to the State Valuation Office - see overleaf for details)

COUNCIL RATES ARE EXEMPT FROM GST

	Valuation	Amount
DIFF. GENERAL RATE-PRIM. PROD. at .456987c	\$465,000	\$2,124.95
Regional Landscape Levy - H&FL Board at 0.008680c	\$465,000	\$40.35
Total Liability 2022/23		\$2,165.30
Balance brought forward at 30 June		\$0.00
Fines/Interest/Adjustments since 30 June		\$0.00
Receipts since 30 June		\$0.00
TOTAL BALANCE DUE		\$2,165.30

Paid 19/8

6/12

Paid 26/2

Paid 30/5

Basis of rating: Differential General Rate, according to the land use of land
 If an overdue amount is shown, it is NOW DUE and will attract further interest until paid

AMOUNT NOW DUE \$542.30

1st Quarter Due by 15 September 2022 \$542.30	2nd Quarter Due by 1 December 2022 \$541.00	3rd Quarter Due by 1 March 2023 \$541.00	4th Quarter Due by 1 June 2023 \$541.00
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Please see over for IMPORTANT INFORMATION and PAYMENT METHODS

DISTRICT COUNCIL OF YANKALILLA

ABN 17 163 010 187
 PO BOX 9, YANKALILLA SA 5203

PAYMENT SLIP



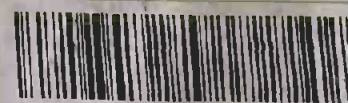
Billor Code: 45377
 Ref: 1000486311

BPAY* this payment via internet or phone banking.
 BPAY View - view and pay this bill using internet banking.
 BPAY View Registration No: 1000486311.



Post Billpay

Billpay Code: 2804
 Ref: 1000486311



*2804 1000486311

Assessment Number	Last Day for Payment	Full Payment Amount	Quarterly Amount
A48631	15.09.2022	\$2,165.30	\$542.30

EZYBILL - for email delivery of your rate notice
 Register now at yankalilla.ezybill.com.au



Superannuation Fund Deed

Sticks & Stones Self Managed Super Fund

Sticks & Stones Retirement Pty Ltd

(ACN 631 883 488)

(Trustee)

VdV Legal
37 Angas Street
Adelaide SA 5000
Tel 7009 4855
Vdvlegal.com.au



STICKS & STONES SELF MANAGED SUPER FUND

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THE STICKS & STONES SELF MANAGED SUPER FUND DEED

This Deed is made the day of 2019

By:-

Sticks & Stones Retirement Pty Ltd (ACN 631 883 488) of 322 Glen Osmond Road, Myrtle Bank in the State of South Australia [**Trustee**]

Recitals:

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

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



Name of Fund

1. The Fund is known as the **Sticks & Stones Self Managed Super Fund**.

Definitions

2. In this Deed unless otherwise stated, or inconsistent with the context:

Acquirable Asset means an acquirable asset in accordance with Section 67A(2) of the SIS Act;

Actuary means a person who is:

- (a) an actuary within the meaning of that expression in Section 10 of the SIS Act; and
- (b) engaged by the Trustee under Clause 73;

Allot means to credit an amount to the benefit of a Member's Benefit;

Appendix means an appendix to this Deed;

Approved Deposit Fund has the meaning that expression is given in Section 10 of the SIS Act;

Assessment Acts means:

- (a) the *Income Tax Assessment Act 1936* as amended from time to time; and
- (b) the *Income Tax Assessment Act 1997* as amended from time to time;

Associate has the same meaning that expression has in Section 10 of the SIS Act;

Benefit means a Member's Benefit in accordance with the terms herein;

Cashed refers to a Benefit and means payment of or in respect of that Benefit:

- (a) in the case of money – by payment; and
- (b) in the case of Property other than money – by transfer of that Property

(and not being a Roll-Over or Transfer) in the form provided for in Clause 40;

Cashing Restriction in relation to a Member means a cashing restriction specified in Column 3 of Schedule 1 of the SIS Regulations in relation to that Member;

Child means an individual who has not yet attained the age of 18;

Complying Superannuation Fund has the meaning given in Sub-section 995-1(1) of ITAA 97;

Condition of Release in relation to a Member means a condition of release specified in Column 2 of Schedule 1 of the SIS Regulations;

Constitutional Corporation has the meaning given in the SIS Act;



Death Benefits Notice means a notice given by a Member to the Trustee for the purpose of Clause 42 which is in the form or accepted by the Trustee as being substantially in the form, or to the effect of the form, attached hereto as Appendix B;

Deed means this deed as amended from time to time, and, where the context permits or does not exclude, includes the Rules (if any);

Dependant at any time in relation to a Member means:

- (a) the spouse (including a person who lives with that Member on a genuine domestic basis as the husband or wife of that Member) of that Member;
- (b) if the Member is deceased, a person who was a spouse (including a person who lived with that Member on a genuine domestic basis as the husband or wife of that Member) immediately prior to the death of that deceased Member;
- (c) any child (including an adopted child or ex-nuptial child) of a Member;
- (d) any other person with whom the Member has an interdependency relationship (within the meaning of Section 10A of the SIS Act) or had such a relationship just before he or she died;
- (e) any other person who is in fact dependent on that Member or was in fact dependent on that Member just before he or she died; and
- (f) any other person who may be considered to be a dependant of the Member under the terms of the SIS Act or the SIS Regulations;

Disqualified in relation to a Person means a person who is disqualified within the meaning of Section 120 of the SIS Act;

Division means a Division of the SIS Regulations;

Eligible Rollover Fund has the meaning that expression is given in Section 242 of the SIS Act;

Employee has the meaning that expression has in Section 15A of the SIS Act;

Employer has the meaning that expression has in Section 15A of the SIS Act;

Employer Contribution means a contribution by or on behalf of an Employer Sponsor of the Fund;

Employer Sponsor means an Employer who:

- (a) contributes to the Fund; or
- (b) would (apart from a temporary cessation of contributions) have contributed to the Fund

for the benefit of a Member of the Fund who is an Employee of that Employer or of any Associate thereof or for the Dependants of that Member in the event of his or her death;



Fund means the superannuation fund constituted by this Deed and to which the terms and provisions of this Deed apply;

Government Co-Contribution means a contribution made under the *Superannuation (Government Co-contribution for Low Income Earners) Act 2003*;

Income Stream Arrangement includes:

- (a) a pension, annuity (including as obtained from a third party) and other periodic or regular payments and whether or not:
 - (i) subject to any limitations or restrictions including as to duration, regularity of payment, quantum or commutability; and
 - (ii) based on the life or life expectancy of the recipient; and
- (b) without limitation apart from those imposed under the Rules arrangements recognised or designated by the Regulations as income streams the Trustee is able to provide to a Member under the Superannuation Law;

Indexed has the meaning that expression "indexed" has in relation to a Benefit in Regulation 6.01; and the expressions Indexed and Indexed Amount have similar or cognate meanings;

ITAA 36 means the *Income Tax Assessment Act 1936* (Cth);

ITAA 97 means the *Income Tax Assessment Act 1997* (Cth);

Legal Personal Representative means:

- (a) the executor of the will or administrator of the estate of a deceased person; or
- (b) the guardian (or parent in the case of a minor) trustee or duly appointed attorney of a person under a legal disability;

Mandated Employer Contributions has the meaning that expression has in Regulation 5.01;

Member means, except as excluded by the Regulations:

- (a) a Person whom the Trustee has admitted as a member of the Fund;
- (b) a Person to whom the Trustee has given a notice under Regulation 7A.03H or 7A.03I confirming that he or she has an interest in the Fund;
- (c) for the purposes provided for in Regulation 1.04AAA a Non-Member Spouse; and
- (d) a person recognised by the Regulations as a member of the Fund

and Membership shall be construed accordingly; and where applicable means The Legal Personal Representative of a deceased or legally incapacitated Member;

Member's Benefits at any time in relation to a Member means the aggregate of:



- (a) the Member's Contributions;
- (b) all Employer Contributions in respect of that Member;
- (c) any Government Co-Contributions in respect of that Member;
- (d) all amounts that have been Rolled Over or Transferred to the Fund in respect of that Member;
- (e) all amounts Allotted to that Member under Clause 19;
- (f) all amounts credited to that Member as a result of a Payment Split;
- (g) all amounts credited to that Member as a result of the commutation or cessation of an Income Stream Arrangement on death of another member;
- (h) all other amounts held for the benefit of that Member (including without limitation Employer Contributions not within Sub-clause (b));
- (i) all amounts recognised or provided by the Regulations to be benefits of that Member; and
- (j) all earnings credited to that Member or that Member's Benefits (including any amounts transferred or allocated to the benefit of that Member from a Reserve)

less all costs applicable to the foregoing amounts or items or otherwise charged against that Member or his or her Benefits at that time;

Member Contributions in relation to a Member means contributions by for or on behalf of the Member to the Fund but does not include Employer Contributions made in respect of that Member;

Minimum Benefits has the meaning that expression has Division 5.2;

Minimum Guaranteed Benefit has the meaning that expression has in Regulation 9.35;

Non-complying at any time (the Test Time) in relation to a fund means a fund that:

- (a) is not a Complying Superannuation Fund at the Test Time; or
- (b) otherwise does not obtain the tax concessions that are or tax treatment that is:
 - (i) available or applicable to a Self Managed Superannuation Fund that is a Complying Superannuation Fund at the date of this Deed; and
 - (ii) (or concessions or treatment of a similar nature) available or applicable at the Test Time for Self Managed Superannuation Funds which qualify for those concessions or that treatment,

subject to Sub-clause 9.6 of this deed;

Non-Member Spouse has the meaning that expression has in Regulation 1.03;



Non-Member Spouse Interest has the meaning that expression has in Division 7A.1A;

Payment Split means a payment split under Part VIIIIB of the Family Law Act 1975;

Period of Technical Insolvency has the meaning that expression has in Regulation 9.35;

Permitted Reversionary Beneficiary means:

- a) the Spouse of the Member;
- b) a child of the Member who is under 18;
- c) a child of the Member between 18 and 25 who is in fact dependent on the Member;
- d) a child of the Member who has disability of the kind described in subsection 8(1) of the *Disability Services Act* 1986; and
- e) such other Person who may be permitted under the Superannuation Law.

Person includes:

- (a) an association firm or corporation; and
- (b) any person (including within Sub-clause (a)) acting in the capacity as trustee of a trust estate or settlement;

Preserved Benefits in relation to a Member and in relation to an amount has the meaning given in Regulation 6.03;

Property includes:

- (a) all real or personal property; and
- (b) (without limiting Sub-clause (a)) chattels, choses in action and money;

Quorum in relation to a meeting:

- (a) if the Trustee is composed of individuals means all of the persons constituting the Trustee; and
- (b) if the Trustee is a corporation means all of the directors thereof;

Regulated Superannuation Fund has the same meaning that expression is given in Section 19 of the SIS Act;

Regulation means a regulation of the SIS Regulations;

Regulator has the meaning that expression bears in Section 10 of the SIS Act;

Related Party has the meaning that expression bears in Section 10 of the SIS Act;



Release Authority has the meaning that expression bears in section 292.405 of the Assessment Act 1997;

Replacement Asset means a replacement asset in accordance with Section 67B(2) of the SIS Act;

Reserve means a reserve (if any) established in accordance with Clause 23;

Restricted Non-Preserved Benefits in relation to a Member and in relation to an amount has the meaning given in Regulation 6.08;

Retirement Phase has the meaning that the expression is given in section 307-80 of the Assessment Act 1997;

Retirement Savings Account has the meaning that the expression "RSA" is given in the SIS Act;

Roll-Over means payment of an amount or transfer of property to or from:

- (a) another Regulated Superannuation Fund;
- (b) an Approved Deposit Fund; or
- (c) another entity within the Superannuation System

but excluding a Transfer and Rolled-Over is to be construed accordingly;

Rules means the rules or provisions:

- (a) annexed as Appendix C (if any) to this Deed (as amended or revoked by the Trustee from time to time pursuant to Clause 9); or
- (b) made or amended by the Trustee from time to time pursuant to Clause 9;

Segregated Current Pension Assets has the meaning that expression has in ITAA 97;

Self Managed Superannuation Fund has the meaning that expression has in Section 17A of the SIS Act;

SIS Act means the *Superannuation Industry (Supervision) Act 1993* (Cth) as amended from time to time;

SIS Regulations means:

- (a) the Superannuation Industry (Supervision) Regulations 1994 as amended from time to time; and
- (b) (where the context requires or admits) any other Statutory Rules made under and pursuant to the SIS Act as amended from time to time;

Solvent in relation to the Fund has the meaning that expression has in Regulation 9.35;



Split means to Roll-Over, Transfer or Allot for the benefit of a Member's spouse an amount of Benefits as provided for in Division 6.7 and to deduct from that Member's Benefits that amount;

Spouse has the meaning that expression bears in section 10(1) of the SIS Act;

State means South Australia;

Statutory Rule includes regulations, by-laws and rules made under the authority of a statutory enactment;

Successor Fund has the meaning that expression bears in Regulation 1.03;

Superannuation Law means:

- (a) the SIS Act;
- (b) the SIS Regulations;
- (c) the applicable provisions of the Assessment Acts;
- (d) any other law or regulation regulating the conduct or affairs of superannuation funds of a type of which this Fund is one;
- (e) any direction ruling or condition:
 - (i) made by the statutory authority responsible for the supervision or conduct of superannuation funds;
 - (ii) applicable to superannuation funds of a type of which this Fund is one; or
- (f) any prescribed standard applicable to superannuation funds of a type of which this Fund is one;

Superannuation System has the meaning that expression has in Division 5.1;

Technically Insolvent or Technical Insolvency in relation to the Fund has the meaning that expression has in Regulation 9.35;

Transfer Balance Account has the meaning that the expression is given in sub-division 294B of the Assessment Act 1997;

Transfer Balance Cap has the meaning that the expression is given in section 294-35 of the Assessment Act 1997;

Transferred in relation to an amount in a Regulated Superannuation Fund means the payment of an amount from that fund in respect of a Member's Benefits to:

- (a) another Regulated Superannuation Fund;
- (b) an Approved Deposit Fund; or
- (c) a Retirement Savings Account



otherwise than upon the satisfaction by that Member of a Condition of Release in respect of that amount; and Transfer is to be construed accordingly;

Trustee means the individual or individuals or company initially a party to this Deed and described as the Trustee at the commencement of this Deed and any individual or company appointed as an additional Trustee or replacement Trustee pursuant to Clauses 87 or 88 and the expression extends to and includes their respective successors and permitted assigns in respect of the Fund;

Unrestricted Non-preserved Benefits in relation to a Member and in relation to an amount has the meaning given in Regulation 6.10;

Interpretation

3. In the interpretation, construction and application of this Deed:
 - 3.1. the above Recitals are true and correct and are to apply in the interpretation and application of the provisions of this Deed;
 - 3.2. a word or term which is defined in the SIS Act or the SIS Regulations and used in this Deed shall (subject to the preceding Clauses) have that same definition in this Deed;
 - 3.3. the provisions of the SIS Act and the SIS Regulations are deemed to be incorporated in this Deed to the extent necessary or expedient to enable:
 - 3.3.1. the Regulator to give notice to the Trustee that the Fund is a Complying Superannuation Fund; and
 - 3.3.2. the Fund to be a Complying Superannuation Fund;
 - 3.4. a reference (in relation to any act matter or thing) to the Fund not being a Complying Superannuation Fund or being a Non-complying Fund includes a reference to any ground existing or occurring which may (including as a result of the exercise of any power or discretion by any Person) cause the Fund to be Non-complying or to cease to be eligible to be a Complying Superannuation Fund;
 - 3.5. any provision that is treated or held by the Regulator or a court or tribunal of competent jurisdiction to be void or voidable or unenforceable shall not affect the validity or enforceability of any other term or provision;
 - 3.6. a reference to a provision in the ITAA 36 that is or has been re-enacted (whether in the same or similar words or otherwise) in the ITAA 97 shall be construed as that re-enacted provision;
 - 3.7. a reference to a statutory enactment (including the Assessment Act and the SIS Act) or a Statutory Rule (including the SIS Regulations):
 - 3.7.1. is to that enactment or Statutory Rule as amended from time to time; and



- 3.7.2. extends to any replacement or successor legislation or Statutory Rule;
- 3.8. specific section and Regulation numbers are referred to assist the Trustee in the administration of the Fund but a reference to a provision of a statutory enactment (including the SIS Act) or Statutory Rule (including the SIS Regulations) includes any equivalent replacement provision in that or any replacement or successor enactment or Statutory Rule;
- 3.9. headings and sub-headings are for convenience and reference part of this Deed, but in the event of any inconsistency do not limit or affect the interpretation of any other provision of this Deed;
- 3.10. unless the context otherwise requires, the words denoting one gender include other genders and words in the singular number include the plural number and words in the plural number include the singular;
- 3.11. provisions of any clause or sub-clause that contains any subordinate sub-clause shall be read distributively to that subordinate sub-clause and that subordinate sub-clause shall be construed accordingly;
- 3.12. a reference to an act matter or thing being:
- 3.12.1. subject to or subject to compliance with; or
- 3.12.2. in accordance with
- a section of the SIS Act or a Regulation or Division of shall be read as if that Regulation Division or section imposed an obligation in relation to that act matter or thing on the Person to whom the reference relates; and
- 3.13. where a section of the SIS Act or a Regulation or Division provides for, or permits or authorises, (including subject to an express or implied qualification that the constituent instrument of a superannuation fund allows or authorises or does not prohibit) an act matter or thing to be done then subject to Clause 9 and any express provision herein to the contrary, that act matter or thing may be done by the Trustee.

Law of Deed

4. This Deed shall be construed and shall take effect according to the laws of the State (other than Section 35B of the Trustee Act 1936 of the State which shall not apply) and all rights liabilities and obligations hereunder shall be subject by the Trustee to the jurisdiction of the courts of the State and of the Commonwealth of Australia;

Declaration of Trust

5. The Trustee hereby declares that on and from the date first appearing in this Deed the Fund is held for the benefit of the Members on and subject to the terms and conditions of



and applying to this Deed for one or more of the purposes in Sub-section 62(1)(a) of the SIS Act.

Intention of Deed

6. It is intended (subject to Sub-clause 9.6) that the Fund remain a Self Managed Superannuation Fund that is a Complying Superannuation Fund and a Regulated Superannuation Fund and the Trustee will (except where expressly excused by all of the Members):
 - 6.1. exercise its powers and discretions in accordance with that intention; and
 - 6.2. ensure that the prescribed standards applicable to the operation of the Fund shall be complied with at all times (as provided for in Section 34 of the SIS Act).

Purpose of Fund

7. Subject to this Deed:
 - 7.1. the Trustee must be a Constitutional Corporation or where the Trustee is not a Constitutional Corporation the primary purpose of the Fund shall be to provide old age pensions; and
 - 7.2. (without affecting Sub-clause 7.1) the Trustee must ensure that the Fund is maintained solely for one or more of the core purposes in Sub-section 62(1)(a) of the SIS Act, which include at the date hereof:
 - 7.2.1. the provision of benefits to each Member on or after the Member's retirement from any business, trade, profession, vocation, calling, occupation or employment in which the Member was engaged or upon the Member's attainment of an age specified in the Regulations; or
 - 7.2.2. on the death of the Member the provision of benefits to one or more of the Member's Legal Personal Representatives or Dependants; and
 - 7.2.3. one or more of those core purposes and one or more of the ancillary purposes in Sub-section 62(1)(b) of the SIS Act.

Superannuation Law

8. The provisions of the Superannuation Law applicable to Self Managed Superannuation Funds are to apply to the Fund:
 - 8.1. so that any provision of the Superannuation Law which prohibits, requires or permits any act matter or thing in relation to a fund which, if that provision is complied with, is or would be a Self Managed Superannuation Fund that is a Complying Superannuation Fund and a Regulated Superannuation Fund, shall apply subject to any contrary provision herein;



- 8.2. so that any provision of the Superannuation Law, non-compliance with which would result in the Fund not being a Self Managed Superannuation Fund that is a Complying Superannuation Fund and a Regulated Superannuation Fund is required to be complied with by the Trustee;
- 8.3. and in the event of any inconsistency between the provisions of this Deed and any such provision of the Superannuation Law (non-compliance with which would make the Fund Non-complying or not a Self Managed Superannuation Fund):
 - 8.3.1. such provisions of the Superannuation Law shall apply notwithstanding, and shall take paramourncy over, conflicting provisions of this Deed; and
 - 8.3.2. the conflicting provisions of this Deed shall not apply to the extent of the inconsistency subject to the operation of Sub-clause 9.6.

Rules

9. The Trustee may from time to time make amend and revoke Rules which:
 - 9.1. may regulate the powers and discretions of the Trustee;
 - 9.2. may provide for any matter not specified in this Deed;
 - 9.3. may provide for the terms of or applicable to any Income Stream Arrangement which the Trustee wishes to make to a person including as to one or more of the following:
 - 9.3.1. regularity of payment;
 - 9.3.2. the minimum amount of each payment or of all payments in a year;
 - 9.3.3. the maximum amount of each payment or of all payments in a year;
 - 9.3.4. the commutability thereof; and
 - 9.3.5. whether it would be transferable to any person (including on the death of the recipient; and
 - 9.3.6. may more particularly provide for any matter referred to in or the subject of this Deed;
 - 9.4. shall be subject to the provisions of the Superannuation Law;
 - 9.5. shall not have the effect of making the Fund Non-complying; and
 - 9.6. notwithstanding any other provision herein the Trustee may, on application of all Members of the Super Fund, resolve to amend this Deed such that the fund meets the conditions required of a small APRA fund and must then notify the regulator as required under Regulation 11.07A.



Membership

10. Subject to Clause 11 a natural person may be admitted as a Member of the Fund by the Trustee if that person makes application for membership by (or in the case of a Child or other person lacking legal capacity an application is made on his or her behalf by a Legal Personal Representative) by:
 - 10.1. completing a written application generally in, or to the effect of, the form annexed hereto as Appendix A or as otherwise accepted at that time by the Trustee; and
 - 10.2. delivering to the Trustee that application together with any supporting documents and information requested by the Trustee in the absolute discretion of the Trustee which may include but is not limited to:
 - 10.2.1. proof of age and citizenship; and
 - 10.2.2. medical and employment records.
11. A natural person shall not be a Member if:
 - 11.1. (subject to Sub-clause 9.6) the number of Members as a result of that admission would be greater than that permitted for a Self Managed Superannuation Fund; or
 - 11.2. (other than in the case of a Child or other person not having legal capacity) that person is not able or eligible to, or does not consent to, and does not, become:
 - 11.2.1. in the case of the Trustee being a corporation – a director of the corporate trustee; or
 - 11.2.2. in the case of the Trustee being one or more individuals – a trustee of the Fund;
 - 11.3. (in the case of a Child or other person not having legal capacity) a Legal Personal Representative is not able or eligible to, or does not consent to, and does not, become:
 - 11.3.1. in the case of the Trustee being a corporation – a director of the corporate trustee; or
 - 11.3.2. in the case of the Trustee being one or more individuals – a trustee of the Fund.
12. A natural person who is a Member shall:
 - 12.1. from time to time advise the Trustee of any change in his or her employment status;
 - 12.2. take and hold his or her interest in the Fund subject to; and
 - 12.3. in relation to his or her interest in the Fund comply with



the provisions of this Deed (including any Rules) and all other provisions applicable to the Fund.

Rights to benefits and statements

13. Each Member:

- 13.1. shall not have any right to or interest in the Member's Benefit of that Member except as provided herein and in the SIS Act;
- 13.2. shall not have a right to have distributed to him or her any specific asset of the Fund;
- 13.3. (and their respective Dependants) has an entitlement to receive Benefits from the Fund only as provided for in this Deed or the Superannuation Law; and
- 13.4. shall be provided with statements and information in relation to the administration of the Fund and their Benefits in accordance with the requirements of the SIS Act, the SIS Regulations and the Corporations Act.

Cessation of Membership

14. A natural person shall cease to be a Member:

- 14.1. if (except where the Trustee expressly determines that this Sub-clause does not apply) that person's continued Membership would result in the Fund being Non-complying or ceasing to be a Self Managed Superannuation Fund; or
- 14.2. if the Trustee determines that that person shall no longer be a Member; or
- 14.3. if his or her Member's Benefits are fully paid out;
- 14.4. (where Sub-clause 14.1 applies) on the date immediately prior to the day when the Fund would:
 - 14.4.1. be Non-complying; or
 - 14.4.2. cease to be a Self Managed Superannuation Fundby reason of that person's Membership; or
- 14.5. (where Sub-clause 14.2 applies) on the date determined by the Trustee and specified in a notice delivered to that person; and
- 14.6. (where Sub-clause 14.3 applies) on the date that sub-clause has effect.

Contributions to the Fund

Acceptance of Contributions

15. Subject to Clause 18 the Trustee may accept contributions:



15.1. in respect of a Member where permitted to do so (or not prohibited from doing so) pursuant to the Regulations;

15.2. (subject to but without limiting Sub-clause 15.1) from an Employer-Sponsor in relation to a Member who is an Employee of that Employer-Sponsor or Associate thereof;

15.3. which are Government Co-contributions in respect of a Member; or

15.4. in cash or any other form of Property

but the Trustee is not obligated to do so and has an absolute discretion whether to accept any or all of a contribution proffered in respect of a Member.

Advice to Trustee

16. It shall be a condition of acceptance by the Trustee of a contribution that the Person making the contribution shall advise the Trustee:

16.1. of the amount of the contribution and the Member in respect of whom it is made;

16.2. of the identity of the Person making the contribution; and

16.3. such other matters as the Trustee may require (including without limitation the tax file number of the Member in respect of whom it is made).

Life Policies Etc.

17. Any payment of a contribution by the Employer or any other Person in respect of a Member by way of payment made directly to a life insurance company or investment manager shall be deemed to be a payment of contributions to the Trustee and a payment by the Trustee to that life insurance company or investment manager in respect of that Member.

Restriction on Acceptance of Contributions

18. The Trustee shall not accept contributions to the Fund:

18.1. from any Employer Sponsor where any current direction applies under Section 63 of the SIS Act; or

18.2. where the acceptance or receipt of the contribution would cause the Fund to be Non-complying.

Splittable Contributions

19. The Trustee may at its discretion Split an amount if:

19.1. a Member makes an application to the Trustee to Split that amount;

19.2. the application is in accordance with, and is not invalid under, Regulation 6.44; and



19.3. the Trustee is permitted to accept the application under the SIS Regulations.

Roll Overs & Transfers to the Fund

20. The Trustee may at any time and from time to time accept from another Regulated Superannuation Fund or another entity in the Superannuation System as an accretion to the Benefits of a Member cash or other Property by way of Roll Over or Transfer but:
- 20.1. the Trustee shall not do so where it would result in the Fund being Non-complying;
- 20.2. (subject to Sub-clause 20.1) the Trustee will not be obligated to, and has an absolute discretion whether to do so; and
- 20.3. the Trustee may impose conditions on that acceptance.

Benefits to Members

21. The Trustee shall allocate to a Member's Benefits the contributions made for that Member.

Division

22. The Trustee may divide a Member's Benefits into two or more separate accounts or components for such purposes as the Trustee thinks fit.

Reserve

23. The Trustee may establish and maintain one or more reserves:
- 23.1. to which the Trustee may credit amounts set aside by the Trustee (which would otherwise be credited or debited to a Member's Benefit under Clause 24);
- 23.2. to pay tax payable in respect of contributions to the Fund and earnings of the Fund (including disposals of Property of the Fund);
- 23.3. to provide a buffer for the effect of fluctuations in the value of the investments of the Fund on the Benefits of Members; and
- 23.4. for such other purposes as the Trustee thinks appropriate; and
- 23.5. to which shall be debited:
- 23.5.1. tax paid by the Trustee in respect of any contributions and any earnings;
- 23.5.2. any decrease in the value of investments held by the Trustee which the Trustee thinks appropriate to so debit; and
- 23.5.3. amounts which the Trustee determines from time to time to transfer to Members' Benefits in accordance with Sub-clauses 8.4 and 8.6.



Determination of Investment Return

24. The Trustee shall in accordance with Clause 26 determine that part of the earnings of the Fund from time to time which are to be credited or debited to a Member's Benefit (or Benefits of a particular kind including without limitation Benefits representing Mandated Employer Contributions and Member Contributions) in the Fund having regard to, inter alia:
 - 24.1. the return of the Fund on investments;
 - 24.2. the return of assets or investments allocated or referable to that Member or his or her Benefits; and
 - 24.3. the appropriate level of the Reserves of the Fund.

Establishment, Operation and Termination Costs

25. The Trustee shall in accordance with Clause 26 determine the costs to be charged against a Member's Benefits and for the purposes hereof the Trustee may include:
 - 25.1. the direct costs of establishing operating and terminating the Fund; and
 - 25.2. any administrative insurance and taxation costs relating to the establishment operation and termination of the Fund and its investments; and
 - 25.3. if a Member's Benefits are subject to a Payment Split, the costs incurred in administering the Payment Split (other than the costs offset by any fees payable under the Family Law (Superannuation) Regulations 2001 in respect of the Payment Split).

Determination to be Fair and Reasonable

26. The Trustee in distributing costs of the Fund and allocating investment returns shall act fairly and reasonably as between all the Members of the Fund and the various kinds of benefits of each Member of the Fund.

Valuations and allocation of Profits or Losses

27. In debiting or crediting any amount to a Member's Benefit or a Reserve pursuant to the preceding sub-clauses:
 - 27.1. the Trustee may take into account provision for depreciation, liabilities, losses and taxation as the Trustee in the Trustee's absolute discretion considers appropriate;
 - 27.2. the Trustee may whenever it thinks it appropriate make a valuation of the assets of the Fund (other than policies of life insurance and annuities) in the manner that the Trustee determines and after allowing for the estimated costs of realising the investments and provision for taxation may debit or credit the balance (as the case may be);



27.3. the Trustee may allocate to the account of a Member to whom a Benefit is being paid an interim earning rate determined by the Trustee to apply from the date on which an allocation was last made to the date on which the Benefit is being paid; and

27.4. an amount credited or debited to a Member's Benefit shall be allocated between such of the categories in Sub-clause 67.5 and in such manner and proportion as the Trustee thinks appropriate (and in the absence of determination in the proportions which those categories represent of the Member's Benefits).

Maintenance of Benefit Category

28. Subject to Clauses 29 and 30 the Trustee shall ensure that any Member's Benefits in the Fund that were Rolled Over or Transferred from another entity in the Superannuation System and that was on the date of that Roll Over or Transfer:

28.1. Preserved Benefits in that source entity – shall continue to be Preserved Benefits in the Fund;

28.2. Restricted Non-Preserved Benefits in that source entity - shall continue to be Restricted Non-preserved Benefits in the Fund;

28.3. Unrestricted Non-Preserved Benefits in that source entity - shall continue to be Unrestricted Non-Preserved Benefits in the Fund; or

28.4. not identified as either Restricted Non-preserved Benefits, Preserved Benefits or Unrestricted Non-Preserved Benefits - shall be treated as Preserved Benefits for the purposes of this Deed unless the Trustee is satisfied that they are not Preserved Benefits

unless the Superannuation Law does not so require and any amounts that were Indexed amounts of that source entity shall continue to be subject to Indexation in the Fund where they are required to be under the Superannuation Law.

Conversion of Preserved Benefits

29. The Trustee shall convert a Member's Preserved Benefits to Unrestricted Non-Preserved Benefits if:

29.1. the Member satisfies a Condition of Release; and

29.2. the relevant Cashing Restriction in respect of that Preserved Benefit is "nil";

Conversion of Restricted Non-Preserved Benefits

30. The Trustee shall convert a Member's Restricted Non-Preserved Benefits to Unrestricted Non-Preserved Benefits if:

30.1. the Member satisfies a Condition of Release; and



- 30.2. the relevant Cashing Restriction in respect of that Restricted Non-Preserved Benefits is "nil".

Conversion of Benefit Category

31. The Trustee may with the consent of a Member (and subject to the provisions of the Superannuation Law) alter the category of the Member's Benefits but no alteration shall be made that:
- 31.1. decreases the amount of the Member's Preserved Benefits in the Fund; or
 - 31.2. increases the amount of the Member's Unrestricted Non-preserved Benefits in the Fund.

Payments

Maintenance of Benefits

32. The Trustee must ensure that a Member's Minimum Benefits are maintained in the Fund until they are:
- 32.1. Subject to a Release Authority under Division 293 of the ITAA 1997;
 - 32.2. Cashed;
 - 32.3. Rolled Over or Transferred; or
 - 32.4. Allotted to another Member pursuant to Clause 19 in accordance with this Deed.

Restrictions on provision of Benefits

33. The Trustee must not:
- 33.1. Cash a Benefit unless a:
 - 33.1.1. a Condition of Release is satisfied; or
 - 33.1.2. a Release Authority is received in respect of a contribution or part thereof;
 - 33.2. provide a benefit where prohibited by law, including without limitation:
 - 33.2.1. where a payment flag (within the meaning given in Part VIIIIB of the Family Law Act 1975) applies to that Member or that Member's Benefit; and
 - 33.2.2. where a flagging order (within the meaning given in Part VIIIIB of the Family Law Act 1975) applies to that Member or that Member's Benefit; or
 - 33.3. otherwise provide a Benefit except as permitted under this Deed or the Superannuation Law.



Voluntary Cashing of Benefits

34. Preserved Benefits of a Member in the Fund may, subject to the Superannuation Law and Clause 37, be Cashed as follows:
 - 34.1. on or after the satisfaction by the Member of a Condition of Release and in accordance with any Cashing Restriction applicable to Preserved Benefits for that Condition of Release;
 - 34.2. in the amount that had accrued at the time when the Member satisfied the Condition of Release; and
 - 34.3. in a form in accordance with Clause 40.
35. Restricted Non-Preserved Benefits of a Member in the Fund may, subject to the Superannuation Law and Clause 37 be Cashed as follows:
 - 35.1. on or after the satisfaction by the Member of a Condition of Release and in accordance with any Cashing Restriction applicable to Restricted Non-preserved Benefits for that Condition of Release;
 - 35.2. in the amount the Restricted Non-preserved Benefits of the Member that had accrued at the time when the Member satisfied the Condition of Release; and
 - 35.3. in a form in accordance with Clause 40.
36. Unrestricted Non-preserved Benefits of a Member in the Fund may, subject to the Superannuation Law and Clause 37, may be Cashed as follows:
 - 36.1. at any time;
 - 36.2. in the whole or part of the amount of the Member's Unrestricted Non-preserved Benefits in the Fund; and
 - 36.3. in the form in accordance with Clause 40.

Temporary incapacity

37. Where the Condition of Release is temporary incapacity of the Member, Cashing is only permitted as provided for in Regulation 5.08(3).

Compulsory Cashing of Benefits

38. Subject to the Superannuation Law the Trustee shall Cash a Member's Benefits which are:
 - 38.1. eligible to be Cashed pursuant to Clause 34; and
 - 38.2. the subject of an application by the Member to the Trustee to be Cashed.



39. The Trustee shall Cash a Member's Benefits in the Fund when required to do so by law or under a Release Authority from the Commissioner of Taxation, including without limitation on death of that Member.

Form in which Benefits may be Cashed

40. A Member's Benefits may be Cashed:

- 40.1. if there is a Cashing Restriction that applies to the Cashing of those benefits that restricts the form or method of payment – then only in accordance with that Cashing Restriction (but nothing herein is to affect the Cashing of that Member's Benefit under another Condition of Release that does not have that Cashing Restriction);
- 40.2. otherwise in any of the forms permitted or not prohibited by any applicable provision of the Superannuation Law that the Trustee thinks fit including without limitation:
- 40.2.1. by way in whole or part as a lump sum;
- 40.2.2. by way in whole or part as an Income Stream Arrangement subject to a contract between the trustee and the Member which is permitted or provided for by this Deed or permitted by, or not prohibited by, the Superannuation Law; and
- 40.2.3. where permitted or not prohibited by the Superannuation Law and with the consent of the proposed recipient - a distribution of Property other than cash and/or cash (including by cheque and fund transfer) in Australian currency
- 40.3. but excluding in the form of a defined benefit pension (within the meaning of Regulation 9.04E).

Roll-Over

41. Benefits may be Rolled-Over instead of Cashed.

Death Benefits Notice

42. Each Member of the Fund may by delivery to the Trustee of a Death Benefits Notice require the Trustee to make payment of the whole or any part of that Member's Benefits, on or after the death of that Member, to the Legal Personal Representative or a Dependant of that Member in such manner or in such proportions as the Member may nominate or direct in that Death Benefits Notice, and in accordance with and subject to the provisions of Clauses 44 to 45.
43. A Death Benefits Notice:
- 43.1. must be witnessed by at least one person who has legal capacity and is neither a beneficiary of that notice nor an Associate of a beneficiary of that notice;



- 43.2. may from time to time be amended or revoked by the Member by giving written notice to the Trustee of the amendment or revocation;
- 43.3. will be binding on the Trustee, subject to this Deed and the Superannuation Law, as to all directions and nominations contained in the Death Benefits Notice;
- 43.4. will, unless otherwise provided in the Death Benefits Notice, be indefinitely continuing and non-lapsing and will continue in full force and effect unless and until the Death Benefits Notice is revoked or replaced by the Member; and
- 43.5. may be replaced, in whole or in part, by a further Death Benefits Notice by the Member to the Trustee, and
- 43.6. to such extent, if any, as any nomination or direction to the Trustee by a Member in a Death Benefit Notice is contrary to the Superannuation Law or this Deed, the Trustee shall endeavour to deal with or distribute that Member's Benefits in a manner that is consistent with or as nearly as possible will give effect to the intentions of the Member expressed in the Death Benefits Notice but in compliance with the Superannuation Law and this Deed.

Limitation for Bankruptcy

- 44. When at the time of the death of the Member any Dependant nominated in a Death Benefits Notice is an undischarged bankrupt the Death Benefits Notice shall not apply to the extent it is in respect of that person and to the extent that a Death Benefits Notice does not apply due to the operation of this Clause 44 the Trustee shall endeavour to deal with and distribute the Member's Death Benefit in a manner that is:
 - 44.1. consistent with or as nearly as possible will give effect to the best interests of the Dependents of that Member at the complete and unlimited discretion of the Trustee; and
 - 44.2. in compliance with the Superannuation Law and this Deed.

Timing of Death Benefits Payment

- 45. The Trustee must pay a Benefit in respect of a Member who was not at the time of his or her death in receipt of a Retirement Phase Income Stream as soon as practicable after the death of that Member:
 - 45.1. if a Death Benefits Notice had been given by that Member subject to Clause 44 – to the person or persons specified in that Death Benefits Notice provided:
 - 45.1.1. the Death Benefits Notice has not been withdrawn in writing by the member; and
 - 45.1.2. the person or persons specified in the Death Benefits Notice are the Legal Personal Representative and Dependents of the member;
 - 45.2. where Sub-clause 45.1 does not apply - to:



- 45.2.1. the Legal Personal Representative of that Member and/or one or more Dependants of that Member as the Trustee may select and in the amounts amongst those persons (if more than one) as the Trustee may select;
 - 45.2.2. if the Trustee has not after making reasonable enquires found either a Legal Personal Representative or a Dependant of the Member - one or more individuals chosen by the Trustee; or
 - 45.2.3. to the extent the Member's benefits are fully segregated in payment of a Pension or Pensions which revert to a Permitted Reversionary Beneficiary or Permitted Reversionary Beneficiaries Clauses 42 to this Clause 45 shall have no application in respect of that Member.
46. The Trustee must pay a Benefit in respect of a Member who was at the time of his or her death in receipt of a Retirement Phase Income Stream:
- 46.1. if the Income Stream on its terms reverts to a Permitted Reversionary Beneficiary of the Member within one year of the death of the Member; or
 - 46.2. if the income stream does not revert on its terms to a Permitted Reversionary Beneficiary of that Member in accordance with whichever shall apply of clauses 45.1 or 45.2.

Release of Benefits on Compassionate Grounds

47. The Trustee shall release an amount of a Member's Preserved Benefits or Restricted Non-Preserved Benefits if:
- 47.1. the Regulator has made a determination under Regulation 6.19A allowing the release;
 - 47.2. the Member makes application to the Trustee for release of that amount (which application may be made by delivering notice of the Regulator's determination to the Trustee); and
 - 47.3. the release is in accordance with that determination.

Cashing in favour of Persons other than Members

48. Member's Benefits can be Cashed in favour of only:
- 48.1. that Member;
 - 48.2. in respect of an interest or Member's Benefits subject to a Payment Split – the person entitled to payment in accordance with the Payment Split;
 - 48.3. (if there is a Legal Personal Representative in respect of that Member) – that legal personal representative;
 - 48.4. if that Member has died – the persons provided for in Clause 45 and 46; and



48.5. such other Person or Persons as permitted by the Superannuation Law

but (subject to the Superannuation Law) the foregoing provisions do not prevent the Trustee, in respect of an amount of a Benefit which is Cashed in favour of a Member, from making payment of that amount to a Person nominated by that Member.

Priority of Cashing

49. If a Member has satisfied a Condition of Release and there is a Cashing Restriction other than "nil" in respect of that Condition of Release, the Trustee must Cash the Benefits in the order of priority required by the Superannuation Law or to the extent none is required at the discretion of the Trustee.

Roll Over

50. The Trustee shall Roll Over the amount of an unpaid Benefit of a Member:

50.1. if the amount is permitted under the Superannuation Law to be Rolled Over;

50.2. upon written request by that Member; and

50.3. to the entity within the Superannuation System nominated by the Member if that entity will accept the Roll Over.

Transfer to another Fund

51. The Trustee shall Transfer the amount of a Member's Benefit upon written request by that Member to:

51.1. another Regulated Superannuation Fund;

51.2. an Approved Deposit Fund; or

51.3. a Retirement Savings Account

specified by that Member if that entity will accept the Transfer;

51.4. upon termination of the Membership of that Member pursuant to Clause 14 to:

51.5. an entity within Sub-clauses 51.1, 51.2 or 51.3 if nominated and consented to that Member in writing and if that entity will accept the Transfer; or

51.6. (otherwise) an Eligible Rollover Fund chosen by the Trustee where Section 243 of the SIS Act applies; or

51.7. to a Successor Fund chosen by the Trustee if determined by the Trustee.



Commutation of Benefits

52. A Member's Benefit which is being Cashed in the form of an Income Stream Arrangement may be commuted by the Trustee upon request by that Member if permitted, or not prohibited, under:
- 52.1. the terms of that Income Stream Arrangement; and
 - 52.2. the Superannuation Law.

Source of payment of Benefits

53. The Trustee may allocate, or make arrangements in relation to, one or more assets (or interests therein) to:
- 53.1. represent or be referable to all or part of a Member's Benefits; or
 - 53.2. meet expected liabilities to pay an Income Stream Arrangement so as to constitute those assets as Segregated Current Pension Assets.

PAYMENT SPLITS

Notification

54. In the event that an interest of a Member in the Fund becomes subject to a Payment Split the Trustee must notify the Member and the Non-Member Spouse in relation to that Payment Split in accordance with the Superannuation Law (being at the date hereof Regulations 2.36C and 7A.03).

Dealing with interests

55. The Trustee must comply with the requirements of, and is empowered to do the acts matters and things provided for in, Part 7A of the SIS Regulations including in relation to:
- 55.1. the payment to the Non-Member Spouse in respect of his or her interest in or rights in, the interest or Benefits the subject of the Payment Split; and
 - 55.2. the creation of an interest in the Fund for the Non-Member Spouse or a Transfer or Roll-Over for the benefit of the Non-Member Spouse.

Fees

56. The Trustee may charge fees as the Trustee considers appropriate involving Payment Splits and acts done in relation thereto but subject to the Superannuation Law and the Family Law Act 1975.



Investments

Investment Strategy

57. The Trustee shall formulate, document and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
- 57.1. the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to its objectives and its expected cash flow requirements;
 - 57.2. the risk profiles of the members of the Fund;
 - 57.3. the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the fund in being exposed to risks from inadequate diversification;
 - 57.4. the liquidity of the Fund's investments having regard to its expected cash flow requirements; and
 - 57.5. the ability of the Fund to discharge its existing and reasonably anticipated prospective liabilities.
58. Notwithstanding Clause 57 the Trustee may have and implement an investment strategy in respect of an interest of a Member or a class of Members that is in accordance with directions of that Member or that class of Members subject to the Superannuation Law.

Permitted Investments

59. Subject to Clause 60 the Trustee shall invest the whole or any part of the Property of the Fund not presently required for other purposes and may do so in investments of any kind which the Trustee in exercising its absolute discretion think fit as if the Trustee were the absolute beneficial owner, including without limiting the generality of the foregoing:
- 59.1. investments authorised by the laws of any State or Territory of the Commonwealth of Australia for the investment of trust funds (but the Trustee is not limited to these investments);
 - 59.2. any investments of the kind from time to time approved or permitted by the SIS Act including all Acquired Assets or a Replacement Asset;
 - 59.3. investments permitted by the regulations made pursuant to Section 62A of the SIS Act;
 - 59.4. shares bonds stocks securities or any other investments of the kind described in, or similar to those in, Sub-section 67(3)(a) of the SIS Act;
 - 59.5. instalment warrants including arrangements described in section 67A of the SIS Act;



- 59.6. any real or personal property whether tangible or intangible and whether income producing or not;
- 59.7. undertaking the construction, creation or development of any real or personal property;
- 59.8. deposit with or investment in any bank, building society or other financial institution; and
- 59.9. loans to or investment in any Person, the drawing accepting or endorsing of any bills of exchange, promissory notes or other negotiable instruments, with or without security

but the proportion of Fund assets invested in any single investment shall be limited to the amount provided for in the SIS Act (if any) in order for the Fund to be and remain a Complying Fund;

Excluded Investments

- 60. The Trustee shall not enter into any contract or arrangement or apply the monies or assets of the Fund in any investments or in any form, or hold or acquire any investments:
 - 60.1. which will or may be unable to be readily realised to enable amounts or Property to be Cashed as and when required under and pursuant to this Deed (but nothing shall prevent the investment in illiquid assets if it is not anticipated they will be required to be readily realised);
 - 60.2. that constitute the acquisition of an asset from a Related Party of the Fund unless:
 - 60.2.1. the asset is business real property of the transferor or a listed security within the meaning of Sub-section 66(5) of the SIS Act, in either case acquired at market value;
 - 60.2.2. the asset is of a kind which the Regulator has determined under Sub-section 66(2) of the SIS Act may be acquired by the Fund (or a class of funds of which the Fund is included);
 - 60.2.3. the asset is an in-house asset or other asset within Sub-section 66(2A) of the SIS Act, is acquired for market value and its acquisition would not result in the level of in-house assets exceeding the level permitted by Part 8 of the SIS Act; or
 - 60.2.4. the Trustee is otherwise permitted to do so under the Superannuation Law;
 - 60.3. constituting a loan to, or an investment in. a person which:
 - 60.3.1. is prohibited under the SIS Act; or
 - 60.3.2. would result in the Fund being Non-complying;



60.4. being a borrowing of money except as permitted under the SIS Act; or

60.5. notwithstanding the foregoing - that would result in the Fund being Non-complying.

Trustee's Powers for Investments

61. The Trustee shall in investing and applying the Property of the Fund and exercising its powers in relation to the Fund have the following powers (in addition to any required to effect the investments permitted under Clause 57):

61.1. to hold an interest in a part of any investment and undertake or hold an investment with one or more other Persons;

61.2. to vary, transpose or replace those investments or any of them in any manner that the Trustee in its absolute discretion thinks fit;

61.3. to purchase, sell, licence, grant options to acquire or purchase Property or otherwise deal with or dispose any Property;

61.4. to lease, sub-lease, grant, subdivide any real property or interest therein;

61.5. to hire, lease or bail any personal property;

61.6. to engage employees and contractors on such wages and salary and with such benefits and providing such amenities as the Trustee thinks fit;

61.7. to pay all expenses, premiums, rates, taxes, rents and outgoings in relation to Property of the Fund;

61.8. to undertake repairs, maintenance and replacement of any Property of the Fund;

61.9. to pay or not pay calls on shares, permit securities to be forfeited and sold, take up rights and bonus issues, exercise all voting and other ownership rights in respect of securities;

61.10. to take action to enforce or defend the rights of the Trustee as legal owner and of the Fund as beneficial owner of Property of the Fund, or in respect of the rights and interests of Member, or the rights or obligations of the Trustee, including legal proceedings against any Person (including the Commissioner of Taxation), the bankruptcy or liquidation of any Person, any arbitration or mediation;

61.11. to settle or compromise any debts, rights claims, entitlement or obligations or liabilities;

61.12. to apply for or surrender any licences, authorities or rights (including in respect of any intellectual property) with any statutory authority or other Person;

61.13. to take out and maintain policies of insurance on any Property of or relating to the Fund or on any Person relevant to the Fund;



- 61.14. to appoint or act as agent or attorney; and
- 61.15. to do all such other things as may be incidental to the exercise of the powers, rights, discretions and authorities conferred on the Trustee
- 61.16. provided that no provision of this Sub-clause shall limit any other provision of this Sub-clause or of Clause 57.

Investments for Members

- 62. The Trustee may in its absolute discretion hold particular investments for particular Members and:
 - 62.1. all earnings thereon shall be credited to the relevant accounts of the Member or Members for whom those particular investments are held; and
 - 62.2. income tax or any other tax charge or duty payable in respect of those investments shall be debited to the accounts of the relevant Member or Members.

Application of Assets

- 63. Without limiting the powers of the Trustee, assets of the Fund may be invested, held in reserve or otherwise dealt with to enable the discharge of, or for the purpose of providing the Fund with the resources to discharge, one or more specified liabilities as the Trustee thinks fit, including pension liabilities in respect of a Member.

Policies of Insurance and Annuities

- 64. The Trustee may in its absolute discretion invest the whole or any part of the amount standing to the credit of a Member in payment of:
 - 64.1. premiums on a policy or policies of life, disability or accident insurance in which the Trustee has a legal or equitable interest;
 - 64.2. the consideration for an annuity; or
 - 64.3. any combination thereof,
- 65. The Trustee may effect any policies or annuities with any company trust or association on any terms and conditions and for any periods as the Trustee thinks fit and shall also have the power to accept an assignment of a policy of life disability or accident insurance or an annuity on the terms and conditions that the Trustee in its absolute discretion determines.

Term of Policies of Insurance & Annuities

- 66. The Trustee shall have power to continue any policies or annuities for any periods as the Trustee thinks fit and to discontinue or surrender those policies or annuities.



Records, Accounts and Auditor

Records

67. The Trustee shall prepare and maintain all records and statements required by or under the SIS Act and (without limiting the generality thereof) the Trustee shall keep a complete record of all matters essential to the administration of the Fund including:
 - 67.1. a minute book in which proceedings and resolutions of the Trustee are recorded;
 - 67.2. records of the Property of the Fund;
 - 67.3. statements showing the income and returns from the investments of the Property of the Fund and the financial position of the Fund;
 - 67.4. accounts applicable to each Member showing contributions received, benefits paid and amounts debited and credited (including from any Reserve);
 - 67.5. (where appropriate) records showing the amounts of:
 - 67.5.1. Member Contributions;
 - 67.5.2. Mandated Employer Contributions;
 - 67.5.3. Government Co-contributions; and
 - 67.5.4. any Roll Over or Transferin respect of each Member;
 - 67.6. (where a Member has commenced a Retirement Phase Income Stream Arrangement in this Fund) records showing amounts which are credits or debits to that Member's Transfer Balance Account;
 - 67.7. (where appropriate) records showing the investment earnings credited or debited in respect of Sub-clause 67.5 for each Member;
 - 67.8. records enabling:
 - 67.8.1. the Minimum Benefits; and
 - 67.8.2. Minimum Guaranteed Benefitsfor each Member to be determined;
 - 67.9. records enabling components of any payments to a Member which have different tax treatments to be separately identified and quantified;



- 67.10. statements concerning the Reserve and amounts debited and credited thereto; and
- 67.11. any other books and records to be maintained by the Trustee in order to comply with the standards imposed under, or the provisions of, the SIS Act.

Delivery of Records

- 68. The Trustee shall deliver to any Member no later than 21 days after a written request by that Member so to do certified copies of the books records and other documents then in the possession of the Trustee and relating to that Member but no other Member.

Fund Deed

- 69. A copy of this Deed and the Rules shall be kept by the Trustee and be available for inspection by any Member during normal professional business hours but the Trustee shall not be obliged to deliver to any Member copies of any books records or other documents in respect of that Member otherwise than pursuant to Clauses 68 and 13.

Appointment of Auditor

- 70. The Trustee shall appoint an approved auditor (as defined in the SIS Act) to conduct an audit of the records and accounts of the Fund and of the operations of the Fund for:
 - 70.1. the purpose of, and in compliance with, the SIS Act; and
 - 70.2. such other purposes as the Trustee may think appropriate.

Solvency and Termination

Addition to Minimum Guaranteed Benefits

- 71. The Trustee shall not allow or suffer any addition to the Minimum Guaranteed Benefits payable by the Fund if:
 - 71.1. the Fund was Solvent at the beginning of the year of income and as a consequence of the proposed addition of earnings of the Fund, the Fund would become Technically Insolvent at the end of the year of income; or
 - 71.2. the Fund was Technically Insolvent at the beginning of the year of income

except in either case to the extent permitted under and pursuant to a program referred to in Clause 73;

Trustee to Initiate Program or Winding-up

- 72. If at any time the Fund is Technically Insolvent the Trustee shall either:
 - 72.1. initiate and carry out a program in accordance with Clause 73; or
 - 72.2. initiate winding-up proceedings in accordance with Clause 75.



Program by Actuary

73. The Trustee may:

73.1. where the Fund is Technically Insolvent - initiate; or

73.2. otherwise – elect to apply

a program designed by an Actuary engaged by the Trustee to ensure that the Fund is in a solvent position not later than the end of the fifth financial year following the financial year in which the Fund became Technically Insolvent, or where Sub-clause 73.2 applies, the Trustee made the election to apply the Program.

74. During any Period of Technical Insolvency of the Fund the Trustee shall not make any payment from the Fund or add an amount to the Minimum Guaranteed Benefits unless:

74.1. an Actuary gives written approval for that particular payment or addition to be made; or

74.2. the amount is added, or amount of the payment is determined, in accordance with a scheme approved in writing by an Actuary for that purpose.

Winding-up

75. The Trustee shall initiate and undertake winding-up proceedings in accordance with Division 9.7 if:

75.1. the Fund fails to comply with Clauses 72 or 74 during a Period of Technical Insolvency;

75.2. the Fund is not Solvent on the date on which that Period of Technical Insolvency ends;

75.3. required to do so under the Superannuation Law; or

75.4. the Trustee wishes to, or consider it appropriate to, wind-up the Fund.

Wind up of the Fund

76. Subject to the application of the provisions of Division 9.7, on a winding up of the Fund the Trustee shall:

76.1. deduct from the assets of the Fund the cost of administering and winding-up the Fund; and

76.2. pay or transfer to the Members or dependants (if the Member is deceased) the Benefits in accordance with the provisions of the SIS Act and any Rules of the Fund



and payments or transfers made by the Trustee in accordance with this Clause shall be accepted by the Members and former Members in full discharge of all claims in respect of the Fund.

Actuary's Recommendations

77. If as an alternative to commencing winding-up proceedings:

77.1. an Actuary recommends in writing to the Trustee a specified course of action; and

77.2. the Trustee wishes to accept the recommendations of the Actuary

the Trustee must within 21 days after receiving those recommendations forward to the Regulator a copy of those recommendations together with a request that the Regulator approve them.

78. If the Regulator approves the recommendations of the Actuary and notifies the Trustee in writing of the approval, the Trustee must thereafter follow the specified course of action as recommended.

Consequences of Involvement of Employer Sponsor

Employer Sponsor

79. The provisions of this Deed and the involvement of any Employer Sponsor shall not in any way affect the right of a Member or the personal representatives of that Member or any other Person to claim compensation or damages under an Act of Parliament or at common law if that Member is injured or dying as a result of an event arising out of and in the course of the employment of that Member.

80. Nothing herein contained restricts the rights of the Employer Sponsor to:

80.1. dismiss or determine the employment of a Member;

80.2. (if the Employer is a company) - remove a director of the Employer from office; or

80.3. otherwise do any act matter or thing in the capacity of an Employer of that Member.

Assumptions of Members

81. The fact of being a Member shall not be:

81.1. taken as a guarantee of continuation;

81.2. of employment; or

81.3. (if the Employer is a company) - as a director of the Employer;

81.4. used as a ground for claiming or increasing damages in a claim by a Member for alleged wrongful termination of employment; or

81.5. used as a ground for claiming the payment of any amount on retrenchment.



Powers of the Trustee

82. The Trustee shall have complete management and control of the Fund and in addition to the powers otherwise granted or restricted or prohibited herein or under the SIS Act and at law, the Trustee shall have the following powers:
- 82.1. to pay out of the Fund all costs, charges and taxes incidental to the administration, management and winding up of the Fund;
 - 82.2. to pay out of the Fund all expenses incurred in:
 - 82.2.1. providing for the secretarial work required for proper record keeping and administration to be performed;
 - 82.2.2. having the accounts of the Fund audited;
 - 82.2.3. having taxation returns and returns to Government authorities prepared; and
 - 82.2.4. engaging Persons that the Trustee considers appropriate for the proper administration and maintenance of records of the Fund;
 - 82.3. to enter into contracts and deeds on behalf of the Fund that the Trustee considers appropriate for the administration of the Fund;
 - 82.4. to purchase or otherwise acquire Property and to sell or otherwise dispose of Property of the Fund and to take Property on lease and to lease out Property of the Fund, on such terms and conditions as the Trustee thinks fit;
 - 82.5. to delegate (by power of attorney or otherwise) to any Person or company any of the powers duties and discretions vested in the Trustee on terms and conditions that the Trustee in its absolute discretion thinks fit and the Trustee shall not be responsible for any loss incurred as a result of such delegation;
 - 82.6. to take and act upon the advice of a barrister, solicitor, accountant, actuary auditor or superannuation consultant in relation to the administration of the Fund and to pay out of the Fund the fees payable to those advisers;
 - 82.7. to commence, carry on and defend any legal proceedings that the Trustee in its absolute discretion thinks necessary for the proper administration of the Fund or to protect the rights of Members;
 - 82.8. to open maintain and close accounts with, have cheque facilities with, and put money on deposit with, financial institutions as the Trustee thinks fit;
 - 82.9. to sell the assets of the Fund by private sale or public auction, for cash or on terms and in manner and on any terms that the Trustee think fit;
 - 82.10. to insure or reinsure any risks of liabilities or contingencies relating to the Fund or its Property;



- 82.11. to borrow any sum of money for any purpose permitted by the Superannuation Law, including, without limitation:
- 82.11.1. any limited recourse borrowing arrangement pursuant to Section 67A or Section 67B of the SIS Act; or
 - 82.11.2. for the purposes of obtaining temporary finance (as defined in the SIS Act) upon terms and conditions and at the rate of interest as the Trustee thinks fit,
- 82.12. BUT no lender shall be concerned to inquire as to whether the necessity for any borrowing has arisen or as to the purpose for which it is required or as to the application of money borrowed; and
- 82.13. generally to do all things and perform all acts as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed and the SIS Act and Regulations.

Custodian

83. Subject to the Superannuation Law the Trustee may hold, or procure the holding of, assets and property of the Fund in the name of or by a custodian or nominee provided that the Trustee remains liable in all respects for the acts and omissions of such nominee or custodian.

Conflicts of Interest

84. Subject to the Superannuation Law the Trustee may have any dealing or enter into any transaction with or in respect of any person or persons including any Member and including any person being a shareholder, director or other officer of or who is in any other way interested in the Trustee, if a company, or related to or associated with the Trustee, if a natural person, or any Member, and may exercise or refrain from exercising any power, authority or discretion in favour of that person or persons or otherwise and may give or grant any guarantee, assurance or indemnity or any mortgage, charge or other security for or in respect of any liability, duty or obligation of that person or persons or otherwise notwithstanding any real, apparent or possible conflict of interest of the Trustee which may exist or arise at any time or from time to time.

Specific Exclusions

85. The Trustee must not:
- 85.1. lend or otherwise give financial assistance using the resources of the Fund to a Member or a relative (within the meaning of section 65 of the SIS Act) of a Member;
 - 85.2. charge or mortgage, grant or create or permit the creation of a lien or other encumbrance all or any of the assets of the Fund except as permitted by the Superannuation Law;
 - 85.3. recognise or in any way encourage or sanction:



- 85.4. an assignment of an interest of a Member; or
- 85.5. a charge, mortgage, lien or other encumbrance over or in relation to a Member's Benefits; and
- 85.6. otherwise do any act prohibited or restricted under the Superannuation Law or this Deed or which would cause the Fund to be Non-complying.

Trustee' Covenants

86. The Trustee covenants as follows:

- 86.1. to act honestly in all matters concerning the Fund;
- 86.2. to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent Person would exercise in dealing with Property of another for whom the Person felt morally bound to provide;
- 86.3. to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the beneficiaries;
- 86.4. to keep the money and other assets of the Fund separate from any money and assets:
 - 86.4.1. that are held by the Trustee personally; or
 - 86.4.2. that comprise money or assets, as the case may be, of an Employer-Sponsor, or an Associate of an Employer-Sponsor, of the Fund;
- 86.5. not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;
- 86.6. to formulate, review regularly and give effect to an investment strategy in accordance with Clause 57;
- 86.7. if there are any reserves of the Fund – to formulate, review regularly and to give effect to a strategy for prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- 86.8. to allow a Member access to information and documents as permitted under Superannuation Law;
- 86.9. not to intentionally acquire an asset from a Related Party of the Fund unless that acquisition is permitted by the SIS Act; and



- 86.10. at all times to do the things and perform the acts as may be imposed by the SIS Act to ensure that the Fund does not become a Non-complying Fund subject in relation to the foregoing to any extension of the powers of the Trustee or relaxation of any restrictions on the Trustee permitted by the Superannuation Law.

Trustee: Appointment and Removal

Individual Trustee

87. Except if the Trustee is a corporation an individual shall become a trustee of the Fund if he or she has consented in writing to be a trustee of the Fund:
- 87.1. upon that individual becoming a Member of the Fund;
 - 87.2. if the individual is a relative (as defined in Section 17A of the SIS Act) of the Member – where Sub-section 17A(2) of the SIS Act applies and the Member of the Fund has approved that person as a trustee of the Fund;
 - 87.3. if the Individual is:
 - 87.3.1. a Legal Personal Representative; or
 - 87.3.2. an appointee
 - to whom Sub-section 17A(3) of the SIS Act applies; or
 - 87.4. if that individual is a Non-Member Spouse who receives notice under Regulation 7A.03H or 7A.03I confirming that he or she has an interest in the Fund; and
 - 87.5. that individual shall execute any document required by the Trustee of the Fund to be executed by the individual in relation to his or her becoming a trustee of the Fund.

Corporate Trustee

88. A corporation may be appointed as Trustee of all or part of the Fund where:
- 88.1. each Member of the Fund consents in writing to be a director of that corporation;
 - 88.2. the only directors of the corporation are Members of the Fund or persons provided for in Sub-sections 17A(2) and (3) of the SIS Act; and
 - 88.3. all of the Members are (subject to Sub-sections 17A(2) and (3) of the SIS Act) directors of that corporation
- and that corporation shall execute any document required to be executed by the company in relation to its becoming a Trustee of the Fund and procure the execution by each director of any document in relation to their being directors of the Trustee.



Appointment

89. The Trustee and the Members shall have the power by deed or by written resolution to appoint as a new or additional Trustee or Trustee over all or part of the assets and Property of the Fund either:

89.1. a corporation that may be appointed under Clause 88 above; or

89.2. all of the individuals who would be Trustee under Clause 87 above.

Disqualified Persons

90. Notwithstanding any other provision of this Deed, a Person who is a Disqualified person shall not be appointed as Trustee of the Fund.

Removal

91. A Person shall cease to hold the office of Trustee if:

91.1. that Person resigns that office (provided that if that Person resigns only in respect of part of the Property of the Fund and appoints a person or persons within Clause 87 as to that part, that first mentioned Person remains as Trustee for the balance);

91.2. that Person becomes Disqualified;

91.3. in the case of a corporation:

91.3.1. it is Disqualified or ceases to be able to be appointed as a trustee in which case all of the individuals who would (subject to Clause 87) be Trustee under Sub-clause 19.1 above shall become the Trustee of the Fund; or

91.3.2. some but not all of the Members become Disqualified in which case those Members who are not Disqualified shall become the Trustee of the Fund; and

91.4. the Fund would cease to be a Regulated Super Fund by reason of the corporation being the Trustee, in which case the Members, other than any Member that is Disqualified shall become the Trustee of the Fund; or

91.5. that Person is declared mentally ill or becomes liable to have his or her affairs dealt with under laws relating to mental health – in which case a Legal Personal Representative of that person within Sub-section 17A(3)(b) of the SIS Act is entitled to be a director in place of that person.

Death or Legal Disability of a Member

Legal Personal Representative

92. In the event that any Member dies or is under a legal disability the Legal Personal Representative of that Member shall become:



- 92.1. where the Trustee is an individual – a Trustee of the Fund; or
- 92.2. where the trustee is a corporation – a director of that corporation
in place of the deceased or incapacitated Member during the period:
- 92.3. in the event of death of a Member:
 - 92.3.1. commencing on the death of the Member; and
 - 92.3.2. ending when the Benefits of the deceased Member have been paid; and
- 92.4. in the event the Member is under a legal disability:
 - 92.4.1. during which the Member is under a legal disability; or
 - 92.4.2. during which the Legal Personal Representative has an enduring power of attorney in respect of the Member.

Superannuation Law

- 93. The Trustee must comply with the requirements of the Superannuation Law, including Parts 11 and 12 of the SIS Regulations, in relation to any information to be provided to the Regulator.

Trustee – Exercising Discretions and Discrimination

Discretion

- 94. At all times the Trustee shall, subject to the express provisions of the Deed (including in particular Sub-clause 3.13 and Clause 8), have an absolute and uncontrolled discretion:
 - 94.1. to exercise or refrain from exercising the trusts, powers and authorities vested in it; and
 - 94.2. where it is provided with a choice or two or more courses of action available to it (whether under this Deed or the Superannuation Law).

Discrimination

- 95. The Trustee shall not discriminate against any Person on the grounds of that Person's race, sex or marital status nor in any way that infringes any law of the Commonwealth or an applicable State or Territory.

Trustee' and Members' Indemnity

- 96. The Trustee, and any director of a corporate Trustee, and all Members shall be indemnified by the Fund against all liabilities incurred by them as a result of any action taken or omitted to be taken in administering (including a person acting as director of a corporate Trustee in administering) the Fund and exercising the powers and discretions provided for in this Deed:



96.1. (subject to Sub-clause 96.2) including:

- 96.1.1. any liability in the nature of a claim against the Trustee for any loss suffered by the Fund;
- 96.1.2. any liability attributable to the neglect or default of an agent or employee employed or engaged in good faith by the Trustee; and
- 96.1.3. the cost of seeking advice from any person in respect of any matter relating to performance of the duties or the exercise of the powers of a trustee;

96.2. excluding:

- 96.2.1. any liability arising out of the Trustee (or any particular director of a corporate Trustee) failing to act honestly in a matter concerning the Fund or intentionally or recklessly failing to exercise, in relation to a matter affecting the Fund, the degree of care and diligence required to be exercised; or
- 96.2.2. liability for a monetary penalty under a civil penalty order within the meaning of the SIS Act.

Indemnity from Members

97. The Trustee shall not be entitled to any indemnity, reimbursement or recompense from any Member, and no Member shall be liable for the debts or liabilities of the Fund.

Trustee' Meetings and Resolutions

Meetings

98. If there is more than one Trustee:

- 98.1. a meeting of the Trustee at which a Quorum is present shall be competent to exercise the trusts, powers, authorities and discretions vested in the Trustee herein but any exercise or purported exercise of the trusts, powers, authorities and discretions at a meeting of the Trustee at which a Quorum is not present shall render that exercise or purported exercise to be void and unenforceable;
- 98.2. the Trustee may determine the conduct of their meetings, including as to notice, adjournment and appointment of a Chairman as they think appropriate; and
- 98.3. a resolution of the Trustee shall be valid and binding if all of the Trustee present at that meeting and entitled to vote have voted in favour of it.

99. If there is more than one Trustee, a meeting of Trustee may be held, and the Trustee shall be deemed to be present (including for the purpose of determining a Quorum), where all



of the Trustee participating, even though not physically present, are able communicate with each other, and without limitation this includes participating by telephone or video (with audio facilities) or a meeting which occurs by instant messaging.

100. The Trustee shall keep minutes of the resolutions and proceedings of the Trustee in a book provided for that purpose and, if there is more than one Trustee, the Chairman, or in the absence of a Chairman all Trustee present, shall sign the minute of every resolution passed at a duly convened meeting.
101. A Trustee and any firm or body in which a Trustee has a direct or indirect interest may:
 - 101.1. enter into any contract or arrangement with the Trustee; and
 - 101.2. act in a professional capacity in relation to the Trustee or the Fund (other than as auditor)

and may receive and retain any remuneration, profit or benefit in doing so as if he or she were not a Trustee or connected with that Trustee.
102. Any Trustee who has a direct or indirect interest in any business to be considered by the Trustee or in any transaction contemplated by the Trustee:
 - 102.1. must disclose his or her interest to the Trustee (provided that failure to do so does not render a contract or contract in which the Trustee has an interest void or voidable);
 - 102.2. shall be counted in any Quorum to consider that business or proposed transaction;
 - 102.3. may vote on that business or proposed transaction; and
 - 102.4. may execute any document relating thereto.

Resolutions

103. A resolution in writing signed by:
 - 103.1. where there is one Trustee – that Trustee; and
 - 103.2. where there is more than one Trustee – all of the Trustee
shall have the same effect and validity as a resolution of the Trustee passed at a duly convened meeting.
104. If the Trustee is a corporation a resolution of the directors of the Trustee shall be deemed to be and be treated as a resolution of the Trustee and be and evidence a decision or exercise of power or discretion by the Trustee.



Signing of Documents by the Trustee

105. If there are more than two Trustee any two Trustee are hereby authorised on behalf of the Trustee to execute, sign, enter into and acknowledge all cheques, negotiable instruments, agreements, contracts, writings, proposals for insurance, transfers of shares, policies of insurance or units in a unit trust and all other documents and all acts matters and things as validly and effectually as all the Trustee could do.

Remuneration

106. The Trustee and any director of a corporate Trustee shall not be entitled to receive, obtain or be paid any remuneration from the Fund or from any Person for any duties or services as Trustee or as director of a corporate trustee in relation to the Fund.

107. Any Person being:

107.1. an accountant, actuary, solicitor, barrister, auditor or other professional Person;
and

107.2. called upon or whose firm is called upon to perform any service in relation to the Fund (not being services as Trustee)

shall be entitled to make the same professional charges for any services as that Person would make had that Person not been a Trustee or a director of a company acting as Trustee of the Fund.

Trustee as Member's Attorney

108. Each Member hereby irrevocably appoints the Trustee to be that Member's attorney for the purpose of executing and signing all deeds and instruments and doing all things the Trustee considers necessary or desirable in administering the Fund and in accordance with the Superannuation Law but such appointment shall not be for purposes in relation to the implementation or revocation of death benefit nominations.

Variation of Fund Deed

109. The Trustee may at any time and from time to time by deed executed by the Trustee vary, add to or rescind all or any of the provisions from time to time of this Deed and the Rules (if any) in relation thereto and the new provisions so made shall have the same validity and effect as if they had been originally contained herein and shall be subject to being varied, added to or rescinded in like manner but no variation, addition or rescission shall have the effect of:

109.1. reducing the amount of a Benefit except where permitted under the Superannuation Law;

109.2. allowing a person to be appointed as a trustee or the trustee of the Fund which is not a Constitutional Corporation – unless the Fund Deed has and will continue to provide that the Fund has as its sole or primary purpose the provision of old age pensions; and



- 109.3. providing that the sole or primary purpose of the Fund is other than the provision of old age pensions – unless the Fund Deed has and will continue to provide that the Trustee must be a Constitutional Corporation.

Complying Self Managed Superannuation Fund


110. In accordance with the intent of this Deed that the Fund continue to:
- 110.1. be a Self Managed Superannuation Fund subject to Sub-clause 9.6 of this deed;
 - 110.2. be a Complying Superannuation Fund; and
 - 110.3. not be a Non-complying Fund
 - 110.4. any variation by the Trustee for any or all of those purposes is not to be taken to be the creation of a new trust or a resettlement of the trust constituted by the Fund and by this Deed.

APPENDICES

111. The following Appendices are attached hereto and form part of this Deed:
- 111.1. Appendix A, Application for Membership;
 - 111.2. Appendix B, Binding Death Nomination Form; and
 - 111.3. Appendix C, Rules.


Signed and delivered as a Deed on _____ day of _____ 2019

EXECUTED by Sticks & Stones Retirement Pty Ltd (ACN 631 883 488) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):



Director and Secretary

Kenneth John Morrish



Director

Jennifer Rebecca Morrish

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: STICKS & STONES RETIREMENT PTY LTD ACN 631 883 488

Company details

Date company registered 25-02-2019
 Company next review date 25-02-2020
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

322 GLEN OSMOND ROAD , MYRTLE BANK SA 5064

Principal place of business

12 ALDINGA BEACH ROAD , ALDINGA BEACH SA 5173

Officeholders

MORRISH, KENNETH JOHN

Born 27-12-1970 at ADELAIDE SA

12 ALDINGA BEACH ROAD , ALDINGA BEACH SA 5173

Office(s) held: Director, appointed 25-02-2019
 Secretary, appointed 25-02-2019

MORRISH, JENNIFER REBECCA

Born 06-11-1978 at SYDNEY NSW

12 ALDINGA BEACH ROAD , ALDINGA BEACH SA 5173

Office(s) held: Director, appointed 25-02-2019

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORD SHARES	10	10.00	0.00

Members

MORRISH , KENNETH JOHN 12 ALDINGA BEACH ROAD , ALDINGA BEACH SA 5173

Share class	Total number held	Fully paid	Beneficially held
ORD	5	Yes	Yes

MORRISH , JENNIFER REBECCA 12 ALDINGA BEACH ROAD , ALDINGA BEACH SA 5173

Share class	Total number held	Fully paid	Beneficially held
ORD	5	Yes	Yes

Document history

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

Received	Number	Form Description	Status
25-02-2019	0EHM13981 201	APPLICATION FOR INCORPORATION (DIVN	Processed - awaiting

1)

imaging

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CONTRACT FOR THE SALE OF RURAL LAND

Notice to purchaser: This contract may include the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. Contracts for the sale of land may be subject to a 2 day cooling-off period (exercisable by the purchaser) under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*.

The Vendor agrees to sell and the Purchaser agrees to buy the property at the price and on the terms set out herein.

VENDOR Christopher Shane Nugent

Of PO Box 1630, Normanville SA 5204

PURCHASER Kenneth John Morrish and/or Nominee(s)

Of 12 Aldinga Beach Road, Aldinga Beach SA 5173

ABN _____ Mobile _____ Phone _____

Purchaser provides this email for service of a Form 1 Email coupe460@y7mail.com

THE PROPERTY being improved / ~~unimproved~~ land situated at and known as

51 Salt Creek Road, Torrens Vale SA 5203 being Allotment 51 on Deposited Plan 114142 in the Area named Torrens Vale in the Hundred of Yankailila and being the whole of the land described and comprised in Certificate of Title Volume 6184 Folio 525

PURCHASE PRICE Amount Payable \$445,000-

GST (if applicable) \$ _____

TOTAL \$445,000-

BREAKDOWN OF PRICE Land \$ _____

Livestock (if applicable) \$ _____

Plant & Equipment \$ _____

Sundries \$ _____

Other \$ _____

GST (if applicable) \$ _____

DEPOSIT \$1,000-

The deposit (being 10% of the Purchase Price or such other agreed amount) as detailed above will be paid:

- immediately after auction; or if no auction
- if the "cooling off" right is waived by a person then on signing this Contract; or
- on the next day following the expiration of the "cooling off" period, being 2 business days after service of the Form 1.
- other: _____

SETTLEMENT DATE

Settlement will be:

- (a) the 31st day of January 2020; or
- (b) within 7 days after the date on which all the Special Conditions are satisfied, whichever is the later; or such other date as mutually agreed in writing.

**GST (General Conditions clause 21)
(Purchaser should be aware that if GST applies, it will be added to the Purchase Price)**

1. The Vendor is registered or required to be registered for GST. No Yes
If No, GST does not apply. Do not complete questions 2, 3, 4 and 5.
If Yes, answer question 2.
2. The Property is to be sold as a going concern which is GST-free. No Yes
If No, answer question 3. If Yes, clause 21.6 applies. Complete questions 3 and 4.
3. The Property is the supply of farm land which is GST-free. No Yes
If No, answer question 4. If Yes, clause 21.7 applies. Go to question 4.
4. The Property includes residential premises which are input taxed. No Yes
If No, answer question 5. If Yes, clause 21.1(c) applies. Go to question 5.
5. The margin scheme is to be applied to the sale of the Property. No Yes
If Yes, answer question 6.
6. GST is to be added to the Purchase Price under the margin scheme. No Yes
If No, clause 21.4 applies. If Yes, clause 21.3 applies.

SCHEDULE

Inclusions: Other property (plant and equipment) included in the sale

(use an Annexure and attached depreciation lists as necessary)

Petrol water pump (as viewed) and associated plumbing, water licence, rain water tank at the turkey nest,
shipping container _____

Sundries: (if any) *(use an Annexure as necessary)*

Consumer Credit Chattels (if any, detail below)

Exclusions: Other property (fixtures and fittings and other property) not included in the sale

(use Annexure as necessary)

- All Vendor's Occupier's
 personal effects loose floor coverings furniture other as detailed or attached

Known Encroachments and Fences not on Boundaries (if any)

None known

Alterations and Improvements erected without consent ("notified works" if any) (General Condition 5)

None known

Works to be carried out by Vendor prior to settlement (if any "Vendor's Works") *(use Annexure as necessary)*

Clean all loose equipment and material from the vicinity of the shed.

Swimming Pool and Spa Compliance Not Applicable Pool on Property Pool Complies

The Vendor must by law at or before settlement ensure that the swimming pool and spa ("Pool") complies with all Pool safety requirements. For Pools constructed pre June 1993 refer *Development Act 1993* and Ministerial Specification SA 76D. If constructed after refer to the *Development Act 1993* and Regulations and Australian Standards AS 1926. The Vendor will produce and/or obtain a pool compliance certificate prior to settlement if requested by the Purchaser. If works are required detail the works.



TENANCIES No Yes

Tenant _____

Periodic or Fixed _____

Period: _____ from _____ to _____

Rent Payable: _____ per _____ Bond with tribunal No Yes _____

Water Agreements No Yes Not Applicable
(this Contract is subject to certain water access agreements, pipeline agreements, or encumbrances relating to water)

Water / Irrigation Licences No Yes Not Applicable
(to be transferred at settlement)

Licence details and capacity 8,200KL surface water

Underground No Yes River No Yes

Share Farming Agreements No Yes Not Applicable
(subject to share farming agreement/s)

Unregistered Leases No Yes Not Applicable

Sale with Crops No Yes Not Applicable
(property to be sold with crops/s)

Sale with Livestock (in addition to property) No Yes Not Applicable
Livestock being sold:

Matters Affecting Title
(Only complete if a Form 1 is not served with the Contract and a 'cooling off' period is not applicable.) Detail all encumbrances (existing or intended to be created) not to be discharged prior to settlement.

CGT Withholding Tax Applicable Not Applicable

If Sale Price is \$750,000+

If applicable the Vendor is required to deliver a tax clearance certificate prior to settlement and if not so delivered, then Clause 27 applies.

GST Withholding Tax Applicable Not Applicable

If the Property constitutes new residential premises (*substantial renovations and commercial residential premises not applicable*) or if the Property constitutes potential residential land included in a property subdivision plan as defined in *Subdivision 14-E of Schedule 1 - Taxation Administration Act 1953 (Cth)* then General Condition Clause 28 applies.

The Vendor must give the Purchaser a GST Withholding Notice at least 14 days prior to Settlement. The Purchaser is personally liable to pay the required GST amount to the ATO and is discharged from paying that to the Vendor in the Purchase Price at Settlement.

The 'Not Applicable' above (if marked) is Notice by the Vendor to the Purchaser pursuant to Section 14-255(1) of Schedule 1 - Taxation Administration Act 1953 (Cth) that the Purchaser is not required to make a payment under Section 14-250 of that Act. If "Applicable" is marked then the Vendor must serve a complying notice as detailed in clause 28.

OTHER CONDITIONS

(if insufficient room attach an Annexure – if not applicable rule off if this area)

Subject to the release of the balance of funds from Purchasers Superannuation fund on or before the 10th

January 2020.

SPECIAL CONDITIONS

SC 1 FINANCE

- SC 1.1 This Contract is conditional upon the Purchaser obtaining, on or before the date specified below, approval in writing for a loan in the amount specified below (or such lesser amount as the Purchaser may accept) at the interest rate specified below and otherwise on such terms and conditions that the lender requires but acceptable to the Purchaser, to assist in purchasing the property (the "approval"). Upon notification of the approval to the Vendor this conditional provision will be satisfied and notwithstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.
- SC 1.2 The Purchaser will use best endeavours to obtain the loan.
- SC 1.3 In the event that the approval is not obtained on or before the latest date for approval and provided the Purchaser has not waived this special condition and communicated such waiver to the Vendor in writing then either party (but, in the case of the Purchaser, provided it has complied with SC1.2) may immediately terminate this Contract by giving notice in writing to the other party.
- SC 1.4 In the event of termination of the Contract pursuant to SC1.3 and provided the Purchaser has complied with SC1.2 all monies paid by or on behalf of the Purchaser will be repaid to the Purchaser.
- SC 1.5 In the event of termination of this Contract pursuant to SC1.3 in circumstances where the Purchaser has failed to comply with SC1.2 the Vendor will be entitled to the deposit which is forfeited and to proceed against the Purchaser for damages for breach of Contract.

Latest Date for approval 10th January 2020 by 5pm
Amount of Loan \$50,000 (or less than)
Interest Rate 5%

SC 2 VENDOR FINANCE

The Vendor agrees to grant finance for the purchase subject to receiving security for the loan on these terms.

Amount of loan _____ for a term of _____ years at an interest rate of _____ payable _____ for the first payment due on _____ principal repayable on _____ guarantees from _____ mortgage over property _____ first mortgage _____ additional security required _____

SC 3 SALE OF THE PURCHASER'S PROPERTY

The Purchaser will use all best endeavours to sell and effect settlement of the property, the subject of this clause.

SC 3.1 This Contract is conditional upon the Purchaser entering into a contract on or before _____ the _____ day of _____ for the sale of property at _____ for a price of not less than _____ or such lesser sum _____ that the Purchaser may accept and settlement of that contract occurring on or before _____ the _____ day of _____

SC 3.2 This Contract is conditional upon the sale of the Purchaser's property, being the property at _____ settling on or before the _____ day of _____ pursuant to a contract entered into by the Purchaser _____ dated the _____ day of _____

Sale "Walk In Walk Out" basis No Yes Not Applicable

This Contract is for a sale as a going concern to comply with s31a – Stamp Duties Act.

GENERAL CONDITIONS

- 1 Encumbrances**

The property is sold subject to and together with the encumbrances that are not to be discharged prior to settlement as detailed:

 - 1.1 if a Form 1 is served before or contemporaneously with the execution of this Contract by the Purchaser, then as detailed in the Form 1; or
 - 1.2 as detailed herein under Matters Affecting Title in the Schedule.
- 2 Moneys Payable Prior to Settlement**

All moneys payable by the Purchaser prior to the Settlement Date will be paid to the Vendor's agent or representative who will hold the moneys as stakeholder pending settlement.
- 3 Settlement**
 - 3.1 Settlement will take place at the Lands Titles Office, or such other location as the parties will agree, on the Settlement Date.
 - 3.2 The Purchaser will, not less than seven (7) days prior to the settlement date and at the Purchaser's expense tender a Transfer of the property to the Vendor. The Vendor may allow the Purchaser possession of the executed Transfer in escrow for stamping prior to settlement but for all purposes the Transfer will be the property of the Vendor.
 - 3.3 At settlement, subject to the Vendor having performed all of the Vendor's obligations under the Contract up to settlement, the Purchaser will pay to the Vendor by bank cheques the balance of the Purchase Price and other moneys payable by the Purchaser on settlement in exchange for the registration documents. If for any reason a cheque tendered at settlement is not paid on presentation, the Purchaser will re-convey the property to the Vendor. Prior to any reconveyance the unpaid amount of any cheque will be a charge on the property in favour of the Vendor.
 - 3.4 The Purchaser will pay the cost of the first 2 bank cheques required by the Vendor at settlement and the Vendor will pay the cost of any additional bank cheques required by it. Cheque details will be advised by the Vendor not less than 2 business days prior to settlement.
 - 3.5 Subject to clause 9.4(d) all outgoing and income relating to the property will be apportioned and adjusted as between the Vendor and Purchaser to midnight on the day prior to settlement. The Vendor will pay all outgoing up to the date of settlement and thereafter the Purchaser will pay all outgoing.
 - 3.6 If at the date of settlement the property is connected to a sewer line and if any moneys are or will become owing to the water authority or otherwise in respect of that connection, the amount of those moneys will be paid by the Vendor on or before settlement.
 - 3.7 The parties may settle under protest should there be any dispute as to the amount payable under the Contract at settlement.
- 4 Possession**
 - 4.1 Subject to the Purchaser having performed all of the Purchaser's obligations under the Contract, the Purchaser will be entitled to and the Vendor will give vacant possession of the property to the Purchaser subject only to any tenancies specified.
 - 4.2 The Vendor will remove all excluded chattels and fixtures from the property prior to settlement and make good any damage caused thereby.
 - 4.3 The Vendor will carry out any works as detailed in the Schedule (Vendor's Works) in a proper and workman like manner prior to the Settlement Date.
 - 4.4 The Purchaser is not entitled to access to the property until settlement unless agreed to in writing by the Vendor.
 - 4.5 In the event the Purchaser is granted possession prior to Settlement Date the Purchaser will execute a licence agreement with the Vendor prior to taking possession and any breach of the terms of such a licence agreement will be deemed a default under the Contract and subject to the Vendor's rights to termination pursuant to clause 9.2.
- 5 Purchaser's Risk**

The property will be at the risk of the Purchaser from the date of this Contract and without limiting the effect thereof the Purchaser is obliged to meet the cost of any repairs or loss (including but not limited to) for any electrical, mechanical or structural problems existing after the date of the Contract. The Vendor will notify the Purchaser of any breakdown or damage to the property needing attention within a reasonable time. The Vendor will reasonably maintain and use the property until settlement but is not liable for repairs or breakdown costs unless caused by the Vendor's negligence. The Purchaser buys the property subject to the notified works in the Schedule above.

6 Vendor's Warranties

- There are not within the Vendor's knowledge except as stated in this Contract and in the Form 1:
- 6.1 any outstanding or impending demands, orders or requisitions of any competent authority relating to the property;
 - 6.2 any proposals for the re-alignment, widening or alteration of the level of any road adjoining the property by any competent authority that would materially affect the property or the use thereof;
 - 6.3 except in relation to a strata unit or community lot or as detailed in the certificate of title, any sewers, drains, pipes, cables or other installations passing through the property providing the relevant services to other land;
 - 6.4 any outstanding or impending notice, demand or liability to join in or contribute to the construction or repair of a dividing fence between the property and any adjoining land under the *Fences Act* or otherwise;
 - 6.5 any encroachments onto the property by any building or structure from the adjoining land;
 - 6.6 any amounts owing to any competent authority in respect of works performed or to be performed or any expenses incurred or to be incurred by the authority in relation to the property;
 - 6.7 any notice of resumption or intended resumption of the property or any part thereof by any competent authority; or
 - 6.8 any buildings and improvements which are not on or within the boundaries of the property and so far as the Vendor is aware, all dividing fences and walls are on the boundaries of the property.

Farming Provisions [if Rural Property]

- 6.9 The Vendor will work, maintain and farm the property from the date of this Contract until settlement in accordance with accepted rural management practices and will not increase the livestock numbers except by way of natural increase.
- 6.10 No warranty is given that the fences are on or within the boundaries of the property.
- 6.11 The Vendor will maintain all livestock in accordance with accepted husbandry and rural management practices.
- 6.12 Where the property is partially or wholly the subject of a lease then the Vendor warrants that at settlement all terms and conditions will be complied with and up to the date of settlement all moneys due thereunder will be paid and satisfied.
- 6.13 Where livestock is included in this Contract the agent or its nominee will audit the number of stock sold in accordance with accepted practices and the price will be adjusted accordingly.

7 Warranties if Property is subject of Strata or Community Title

- In addition to the warranties in clause 6, where the property is a strata unit or community lot there are not within the Vendor's knowledge except as stated in the Form 1:
- 7.1 any facts or circumstances relating to the common property that will materially affect the Purchaser's use or enjoyment of the property or the common property except those mentioned in the Contract or disclosed to the Purchaser in writing prior to the date of this Contract, or apparent on inspection or mentioned in the strata or community plan or a schedule hereto;
 - 7.2 any current or pending proceedings relating to the strata or community corporation or to the strata unit or community lot and there are no unsatisfied judgments or orders against the strata or community corporation;
 - 7.3 any proposals for or any proceedings or procedures initiated for the variation of the schedule of entitlement in respect of the strata or community corporation or community lot/strata unit, the grant, variation or surrender of any easements or restrictive covenants which affect the land, or the transfer, lease or licence of any part of the common property; and
 - 7.4 any current or impending proposals to pass any special resolutions of the strata or community corporation or to pass any resolution of the strata or community corporation and the Vendor undertakes to advise the Purchaser of any and all pending meetings and proposals relating to the strata or community corporation not less than 7 days prior to any formal meeting and warrants that it will vote only in accordance with the directions of the Purchaser.

8 Misdescription

This Contract will not be terminated for any error or misdescription of the property but the Purchaser will be entitled to seek compensation from the Vendor for any loss or damage arising from the error or misdescription subject to any claim being notified and demanded within 14 days of settlement.

9 Default by Purchaser

9.1 Default in Payment of Deposit

Notwithstanding any other provision of this Contract, in the event the Purchaser fails to pay all or any part of the deposit by the date specified then the Vendor will be entitled to immediately terminate the Contract without prior notice.

9.2 Default by Purchaser Prior to Settlement

In the event the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under this Contract prior to settlement then the Vendor, in addition to any other rights or remedies it may have under this Contract or otherwise, may give the Purchaser notice in writing requiring the Purchaser to remedy the default within seven (7) days from service of the notice. If the Purchaser fails to comply with the notice the Vendor may terminate the Contract by further written notice without prejudice to the Vendor's rights and entitlements at law. The Vendor will be entitled to serve more than one notice without prejudice to any of its rights and obligations.

9.3 Default by Purchaser in Settlement

In the event the Purchaser defaults in the due observance or performance of the obligations on the Purchaser's part to settle and such default continues for a period of three (3) clear business days after the Settlement Date then the Vendor may serve a notice on the Purchaser requiring the default to be remedied and appointing a time for settlement being not less than three (3) clear business days after the service of the notice requiring the Purchaser to settle at the time and date appointed in the notice. If the Purchaser fails to comply with the notice the Vendor may terminate the Contract by further written notice without prejudice to the Vendor's rights and entitlements at law. The Vendor will be entitled to serve more than one notice without prejudice to any of its rights and obligations.

9.4 Remedies of Vendor

- (a) In the event this Contract is terminated by the Vendor then the Vendor may either retain the property or sell the property and in either event sue the Purchaser for damages.
- (b) The Vendor will be entitled to retain the deposit if this Contract is terminated by the Vendor.
- (c) If the Vendor re-sells the property the Vendor may retain absolutely any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default.
- (d) In the event this Contract settles on a date after the date for settlement first agreed to by the parties and as stated in the Contract (and whether or not subsequently varied by agreement) and provided that the delay in settlement is not due to the Vendor's default, the Purchaser will pay at settlement, if demanded by the Vendor, interest on the Purchase Price at the default rate for the period between the date for settlement first agreed and the date of actual settlement. In this event, at settlement all outgoings and income on the property shall be apportioned and adjusted to midnight on the day before the date for agreed settlement.

10 Default by Vendor

In the event the Vendor defaults in performing or observing any obligations or duties under the Contract and such default continues for a period of three (3) business days after the Settlement Date then the Purchaser in addition to any rights at law may serve a notice on the Vendor requiring the Vendor to remedy the breach within three (3) clear business days from service of the notice. If the Vendor fails to comply with the notice the Purchaser may terminate this Contract by further written notice without prejudice to the Purchaser's rights and entitlements at law. The Purchaser will be entitled to serve more than one notice without prejudice to any of its rights and obligations.

11 Payment of Deposit to Vendor and Payment into Court

In the event the Vendor is entitled to the deposit pursuant to clause 9.4(b) above then the stakeholder is expressly authorised and directed by the Purchaser and the Vendor to pay the deposit to the Vendor subject to 7 clear business days prior notice being given to the Purchaser of the direction to the stakeholder from the Vendor (the "Release Notice"). The Release Notice is to state that the Vendor is entitled to the deposit which will be paid out unless a legal action is commenced by the Purchaser and served on both the Vendor and stakeholder within that period. If the Purchaser does not issue a proceeding and serve it on the stakeholder then the stakeholder will release the deposit under the Contract to the Vendor immediately on the expiry of the Release Notice period.

Subject to the above provision and in the event of a proceeding being instituted between the Purchaser and the Vendor in relation to the Contract and the deposit then the stakeholder (subject to the deposit not having already released as above) will pay the moneys into court.
"stakeholder" means and includes without limiting each the Agent, lawyer or conveyancer of the Vendor who may hold the deposit or part thereof. "deposit" means and includes cash, a deposit bond (if any) and or bank guarantee.

12 Arbitration

Any dispute involving the sum of \$50,000 or less will be determined by an independent arbitrator appointed by the then President of the Society or his nominee at the request of either party. The determination of the arbitrator will be final and binding between the parties and the provisions of the *Commercial Arbitration Act* will apply. The costs of the arbitration will be paid by such party/s as directed by the arbitrator. The arbitrator will advise of and request payment of reasonable fees prior to acting and in default of agreement to same may refuse to act. The parties will have no right of appeal under section 34 or to apply with respect to a question of law under section 34A of the *Commercial Arbitration Act*. The arbitrator will direct and determine all procedure for the arbitration.

13 Notices, Service and Interest for Late Settlement

13.1 Subject to other provisions allowing immediate termination, neither the Vendor nor the Purchaser will be entitled to terminate this Contract on the ground of the other's default in performing or observing an obligation imposed on that other party under the Contract; unless

(a) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice will require that the default be remedied within the period stipulated in the notice; and

(b) the party in default fails to remedy the default within the period stipulated in that notice.

13.2 The Vendor may at any time serve a demand on the Purchaser certifying the amount due by way of principal and interest which interest will be calculated on a daily rate from the day following the day that any moneys were due and payable under the Contract (without serving any prior notices) and interest may be stated as a continuing daily rate. The Purchaser will pay interest to the Vendor at the default rate (as defined) on monies due and payable under the Contract but unpaid from the date the moneys first fell due under the Contract until date of payment.

13.3 The Purchaser will pay \$550.00 (inc GST) to the Vendor's solicitor or conveyancer for the cost of preparation and service of each default notice under the Contract which moneys will, together with interest at the default rate (if due), be added to and thereafter be deemed to be part of the purchase price. The Vendor will pay \$550 (inc GST) to the Purchaser's solicitor or conveyancer for each notice served under this Contract arising from a failure in settlement by the Vendor.

13.4 A notice served by registered mail will for all purposes be deemed served two (2) clear business days after posting.

13.5 Service may be effected by email or facsimile transmission to the party or the party's representative to such facsimile number advised from time to time such service being deemed immediate service.

13.6 Service on one or more of the persons together comprising the Vendor or Purchaser as the case may be will for all purposes be deemed service on all persons comprising the Vendor or Purchaser.

13.7 Service may be effected personally, by email or facsimile or by registered mail to the address of the person detailed in the Contract or the representative of the party.

13.8 Where a party is entitled to immediately terminate the Contract, such termination is to be effected by service on the other party of a written notice to that effect.

14 Time of the Essence

Time will be of the essence of this Contract in respect of any obligation under clauses 9, 10, 13 and all special conditions.

15 Costs and Stamp Duty

Each party will bear its own legal and other costs and expenses in entering into this Contract and settlement except as otherwise specified in damages and the Purchaser will pay all stamp duty assessed on the Contract and on the transfer to the Purchaser.

16 Legal Capacity of Purchaser

The Purchaser and each of them warrant that all natural persons included in the description of Purchaser are 18 years of age and are not under any legal disability. The Purchaser further warrants that if executing as attorney or as a nominee that they are validly appointed and have not received notice of any withdrawal of power.

17 Further Assurance and Best Endeavours

Both the Vendor and the Purchaser will each use their best endeavours to deal with any "requisition notice" issued by the Lands Titles Office and to comply with any condition of this Contract. Subject to the Purchaser having performed all of the Purchaser's obligations under the Contract, the Vendor will with all reasonable dispatch do all things necessary to enable a registrable transfer of the property to be lodged and registered.

18 No Merger

The provisions of the Contract continue for all purposes to subsist after settlement.

19 Debts Tax and Special Lands Titles Office Fees

In the event the deposit is repaid or to be repaid to the Purchaser for any purpose then the Purchaser will pay to the agent or other person holding the moneys as stakeholder such sum equal to the government charges dutiable against the moneys under the *Debts Tax Act, 1990* or such other similar Acts in force from time to time and amendments thereof and it will be lawful and it is agreed that the stakeholder may retain from the deposit moneys held such moneys equal to the taxes and levies charged against the deposit and apply them to the taxes accounting to the Purchaser for the balance. The Purchaser will pay any special charges of the Lands Titles Registration Office levied for settlements occurring on particular days.

20 Foreign Investor

The Purchaser warrants that it does not require approval from the Foreign Investment Review Board (or any similar organisation) for the purchase herein unless otherwise specified.

21 GST General

21.1 General

- (a) Terms used in this clause and in the GST Conditions of Sale have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* ('the GST Act'), unless the context otherwise requires.
- (b) This clause survives completion.
- (c) If the sale of the Property constitutes a mixed supply (for example, the sale is an input taxed supply only in part, or the margin scheme applies only in part, or full GST applies only in part) then the Vendor shall reasonably determine the consideration for the sale of each part, and these clauses shall apply as if the Property being supplied is that part only.

21.2 Sale is Input Taxed – and Residential

If the sale of the Property is residential premises which is input taxed, the Purchaser warrants that the Property is to be used predominantly for residential accommodation.

21.3 If GST is to be added

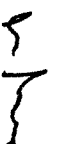
- (a) If GST is to be added to the Purchase Price for the Property AND the GST Conditions of Sale provide that the margin scheme is to be applied to the sale of the Property:
 - (i) the Vendor warrants that the Property was not acquired through a taxable supply in which the margin scheme did not apply;
 - (ii) the Vendor must obtain, at the Purchaser's expense, a valuation (if applicable) of the Property which complies with section 75-10(3) of the GST Act, and provide that valuation to the Purchaser not less than 7 days prior to Settlement;
 - (iii) the Purchaser must pay to the Vendor an additional amount on account of GST equal to 10% of the margin at Settlement, together with any costs incurred by the Vendor in relation to the valuation; and
 - (iv) the Vendor must choose to apply the margin scheme to the sale of the Property in completing its Business Activity Statement;

OR

- (b) The GST Conditions of Sale provide that the margin scheme will not be applied to the sale of the Property:
 - (i) the Purchaser must pay to the Vendor an additional amount on account of GST equal to the consideration for the sale of the Property multiplied by the GST rate applicable; and
 - (ii) the Vendor must provide to the Purchaser a tax invoice in relation to the sale of the Property at Settlement.

21.4 If GST is not to be added

- (a) If GST is not to be added to the Purchase Price for the Property AND the GST Conditions of Sale provide that the margin scheme is to be applied to the sale of the Property:
 - (i) the Vendor warrants that the Property was not acquired through a taxable supply in which the margin scheme did not apply;
 - (ii) the Vendor must obtain, at the Vendor's expense, a valuation (if applicable) of the Property which complies with section 75-10(3) of the GST Act and provide that valuation to the Purchaser not less than 7 days prior to Settlement; and
 - (iii) the Vendor must choose to apply the margin scheme to the sale of the Property in completing its Business Activity Statement.



21.5 Full GST

If the sale of the Property is subject to GST and the margin scheme is not to be applied:

- (a) the Purchaser must pay to the Vendor at Settlement an additional amount on account of GST equal to the consideration for the sale of the Property multiplied by the GST rate applicable; and
- (b) the Vendor must provide to the Purchaser a tax invoice in relation to the sale of the Property at Settlement.

21.6 Going Concern

If the Property is to be sold as a going concern:

- (a) the Purchaser warrants that it is registered or required to be registered for GST and shall (if requested) provide evidence to that effect to the reasonable satisfaction of the Vendor at Settlement;
- (b) the Vendor warrants that it shall carry on the enterprise to which the sale of the Property relates until Settlement;
- (c) the Vendor and Purchaser agree to treat the sale of the Property as the supply of a going concern;
- (d) if the Purchaser assigns this Contract at any time prior to Settlement, the assignee shall, as a condition of the assignment, be bound by the same warranties and agreement referred to in this sub-clause as applies to the Purchaser; and
- (e) if for any reason the sale of the Property is not the supply of a going concern, other than by reason of a breach by the Vendor of this clause, the Purchaser shall pay to the Vendor on written demand all GST, interest, penalties, costs and damages incurred by the Vendor in respect of the sale of the Property.

21.7 Farm land

If the Property is the supply of farm land:

- (a) the Vendor warrants that the Property has been used in carrying on a farming business for at least the period of 5 years preceding the sale;
- (b) the Purchaser warrants that it intends that a farming business be carried on, on the Property; and
- (c) if for any reason the sale of the Property is not GST-free, other than by reason of a breach by the Vendor of this clause, the Purchaser shall pay to the Vendor on written demand all GST, interest, penalties, costs and damages incurred by the Vendor in respect of the sale of the Property.

22

Crown Lease

When the property is wholly or partially held under a Crown Lease:

- 22.1 the property is sold subject to the terms and conditions of the Crown Lease;
- 22.2 the Crown Lease will be taken to have been validly granted and production of the receipt for the current year's rent (or instalment of rent) will be accepted by the Purchaser as sufficient proof that all the terms of the Crown lease have been observed; and
- 22.3 if the consent of the Minister or other authority to the transfer of lease of the property is required, then the Vendor and the Purchaser must apply for and use their best endeavours to obtain that consent as soon as possible. If consent is refused then this Contract is automatically determined, and all costs and expenses of and incidental to the application for the consent will be borne by the Purchaser. The Vendor may deduct any such expenses from any deposit held.

23

Vendor Finance and Exclusion of Nominee

If the whole or any portion of the purchase price is to be financed by the Vendor, then notwithstanding anything else contained in this Contract the Purchaser is not entitled to appoint a nominee or nominees or assign this Contract or any part thereof without the prior written consent of the Vendor. The Vendor will not unreasonably withhold consent but may reasonably require that the Purchaser give the Vendor a guarantee for the payment of all monies as may become due and payable to the Vendor by any mortgagor and for the due performance of the mortgagor's obligations under any mortgage (such guarantees and mortgages to be prepared and stamped by the Vendor's solicitors and all costs payable by the Purchaser).



24 Leases [Commercial property]

At any time whether before or after settlement the Vendor or the Purchaser may give notice to the other party requiring that the parties enter into a formal Deed of Assignment and or transfer of the leases and or agreements relating to any tenancies (if any). The Deed or transfers will be prepared by the party who requests same with the cost of preparation of such Deed or transfers to be payable by that party and subject to being in normal commercial terms the parties will execute the same. Prior to settlement the Vendor will not vary or agree to any extensions of leases without first seeking the consent of the Purchaser.

25 Release of Security Interests

25.1 This provision applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* (the PPS Act) applies.

25.2 The Vendor must ensure that at or before settlement, the Purchaser receives:

- (a) a release from the secured party releasing the security interest in respect of the property; or
- (b) a statement in writing in accordance with section 275(1)(b) of the PPS Act setting out that the amount or obligation that is secured is nil at the due date for settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the PPS Act indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted if the security interest is registered in the Personal Properties Securities Register.

25.3 The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the Vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by a serial number in the Personal Properties Securities Register, the Purchaser advises the Vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

25.4 The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that:

- (a) is not described by serial number in the Personal Property Securities Register; and
- (b) is predominantly used for personal, domestic or household purposes; and
- (c) has a market value of not more than \$5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the PPS Act, not more than that prescribed amount.

25.5 A release for the purposes of this clause 25.2(a) must be in writing and in a form published by the a professional legal body, Law Council of Australia or the Australian Bankers Association or in a form acceptable to the Vendor in its discretion or published under the PPS Act.

25.6 If the Purchaser receives a release under clause 25.2(a), the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.

25.7 In addition to ensuring a release is received under clause 25.2(a), the Vendor must ensure that at or before settlement, the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

25.8 The Purchaser must advise the Vendor of any security interest that the Purchaser reasonably requires to be released at least 21 days before the due date for settlement.

25.9 Words and phrases used in this clause which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning herein.

26 Electronic Conveyancing & Confirmation to Use

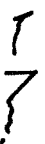
The parties may use electronic conveyancing procedures and may mutually agree in writing to use electronic conveyancing and will discuss and confirm these procedures for settlement upon first communicating with each other by their conveyancers and or lawyers once the contract is finalised. Upon agreement by their conveyancers and lawyers to proceed using electronic conveyancing then the following provisions apply. Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition applies.

- 26.1 This condition has priority over any other provision to the extent of any inconsistency. This condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 26.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically then this condition ceases to apply from when such notice is given. No party is obliged to agree to electronic conveyancing.
- 26.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 26.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 26.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 26.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 26.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 26.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 26.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 26.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the Contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract; and
 - (d) direct the Vendor's subscriber to (or, if there is no Vendor's subscriber) give all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 26.10 The Vendor must, at least 7 days before the due date for settlement, provide the original of any transfer and duty documents required to be prepared or executed by the Vendor in accordance with the General Conditions herein.



27 Foreign Resident Capital Gains Withholding Tax

- 27.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 27.2 Every Vendor under this Contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 27.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the Vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 27.4 The amount is to be deducted from the Vendor's entitlement to the Contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 27.5 The Purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 27.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the Vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition, despite:
 - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this Contract to the contrary.
- 27.7 The representative is taken to have complied with the obligations in special condition 27.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 27.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
- 27.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 27.10 The Purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



28 GST Withholding Tax

28.1 Words defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

28.2 This special condition applies if:

(a) The Contract was entered into:

- (i) On or after 1 July 2018; or
- (ii) Prior to 1 July 2018 if consideration (excluding the Deposit) is provided after 30 June 2020;

(b) The Property (or part of the Property) constitutes:

- (i) new residential premises which have not been created through substantial renovation of a building or do not constitute commercial residential premises; or
- (ii) potential residential land which is included in a property subdivision plan and does not contain any building which is used for a commercial purpose;

(c) If the Property constitutes potential residential land, the Purchaser:

- (i) is not registered for GST; or
- (ii) will not acquire the Property for a creditable purpose; and

(d) The supply of the Property does not constitute a supply which has been excluded from the application of Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* by virtue of a statutory declaration made by the Commissioner in accordance with Section 14-250(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

28.3 At least 14 days before the relevant date in special condition 28.4, the Vendor must provide to the Purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").

28.4 The Purchaser must pay to the Commissioner the amount set out in the notice ("amount") on or before:

- (a) the day on which it pays any consideration (excluding the Deposit) to the Vendor for the Property;
- (b) if the Vendor and Purchaser are associates and no consideration is to be provided, the day on which the Property is supplied to the Purchaser; or
- (c) such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

Note: the Purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the Vendor fails to serve a notice.

28.5 If the amount is not due prior to Settlement, the Purchaser is taken to have complied with its obligations in special condition 28.4 if:

- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or
- (b) the Purchaser provides the Vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the Vendor must provide such cheque to the Commissioner as soon as possible.

28.6 The amount is to be deducted from the Vendor's entitlement to the Contract consideration.

28.7 The Purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the Vendor.

28.8 The Purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
- (b) ensure that the representative does so.

28.9 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- (b) promptly provide the Vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance with, this special condition;
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (e) any other provision in this Contract to the contrary.



Interpretation

In these Conditions unless the Contract otherwise requires:

"the Act" means the *Land and Business (Sale and Conveyancing) Act 1994* as amended from time to time.

"the agent" means the agent for the Vendor registered under the *Land Agents Act 1994*.

"business day" means any day other than a Saturday, Sunday or public holiday in South Australia.

"community lot" means a community lot or community strata lot in a Community Plan deposited or intended to be deposited at the Lands Titles Office;

"default notice" means a notice given pursuant to clauses 9, 10 and/or 13.1.

"default rate" means the rate of interest published by the Reserve Bank of Australia for the cash rate, on the day of the default first occurring or on the date of Settlement, plus five (5) percentage points, or at the Vendor's election the Vendor's then commercial banking overdraft rate plus two (2) percentage points; and for all purposes the parties agree these are reasonable estimations of the cost of or loss of use of money to the Vendor and damages. A statement from the representative of the party, being a calculation of interest will be prima facie evidence of the rate and will be deemed the amount of interest payable.

"deposit" means the amount detailed in this Contract as payable for a deposit and may include a "Deposit Guarantee" or "Deposit Bond" in the Vendor's discretion which are guarantees by a registered insurance company or bank to pay to the Agent or Vendor an amount agreed as the deposit in the event of a default in settlement by the Purchaser.

"encumbrance" includes a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat and the claim stated therein, or other right or interest affecting the property or any part thereof.

"Form 1" means the Form 1, under the Act.

"income" means all rent, benefits and other moneys received or receivable directly arising from the rights and use of the property.

"land" means the freehold land (including a strata unit or community lot) or leasehold land, together with all buildings and other improvements thereon including all Vendor's fixtures and fittings the subject of the Contract detailed herein.

"latest date for approval" means, if the Contract is subject to the approval of a loan, 5.00pm on the day specified in this Contract as "the latest date for approval" in respect of such loan.

"other property" means the chattels and personal items (if any) described in the Contract and agreed to be sold thereby.

"outgoings" means and includes:

- (a) all rates, taxes, levies, assessments and charges or other outgoings (periodical or otherwise) chargeable or payable in respect of the property; and
- (b) if the property is or includes a strata unit or community lot:
 - (i) all contributions in respect thereof levied by the strata corporation payable under the *Strata Titles Act, 1988* or by the Community Corporation under the *Community Titles Act* and if there is no fund or there are insufficient funds or if the Vendor is in default or arrears of payments then the Vendor will pay to the Purchaser in proportion of the Vendors liability for unit entitlement moneys adjusted to equal the Vendor's liability for contributions to the strata or community fund; and
 - (ii) all rents, fees and other periodical amounts payable under any lease, licence or agreement; and
- (c) land tax which will be adjusted on the basis that the land constitutes a single holding; and
- (d) water consumption which will be adjusted on the pro rata daily rate of the current water consumption rates and any consumption and charges will be adjusted prior to settlement or otherwise so soon as is practical after settlement and the Vendor will pay for any water use in proportion to the consumption year up to settlement.

"person" will mean and include a corporation.

"the property" means the land described on page 1 together with any chattels agreed to be sold.

"registration documents" means a transfer in registrable form for the Lands Title Office together with any applications, transfers, instruments, declarations or documents required to be tendered at the settlement to enable the conveyance of clear title.

"representative" means the agent, solicitor or conveyancer acting for the party concerned.

"Society" means the Society of Auctioneers and Appraisers (SA) Incorporated.

"special condition" means all the provisions in this Contract so titled and or in any annexure attached so titled.

"strata unit" means a unit on a strata plan registered at the Lands Titles Office.

A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where two (2) or more persons are named in this Contract as the Vendor or the Purchaser, their liability under this Contract is joint and several. Where the day or last day for doing an act is not a business day, the day or last day for doing the act will be deemed to be the next following business day.

PURCHASER



DATE

25/11/2019 12:29 pm

VENDOR



DATE

29-11-19.

The parties acknowledge and consent to each signing this contract themselves or by their attorneys and or representatives (and any Notices under the contract or the Act) by electronic and/or digital signatures pursuant to the *Electronic Communications Act (SA)* and also delivering this contract and any Notices by email.

CONSENT

** where signed for a company by a director that person executes pursuant to s127 Corporations Act
* where signed by a person for a company that person warrants they have authority to sign from the company*

**VENDOR by the Agent or Auctioneer
if sold at auction**

DATE

AUCTION CONDITIONS

The Conditions of Sale of Real Property By Public Auction, of the Society or the Real Estate Institute of South Australia exhibited prior to the Auction will apply to the Contract. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount notified by the auctioneer or agent prior to the auction and advised to the Purchaser prior to the auction) is payable in cash or by cheque immediately upon the successful acceptance of the bid unless a Deposit Guarantee or Deposit Bond is accepted by the Vendor in the Vendor's discretion and delivered on acceptance of this Contract. The Vendor is not bound to accept any Deposit Guarantee or Deposit Bond.

NOTE

There is no "cooling off" period under the Act if purchased at auction or if the Purchaser bids at the auction and enters into a contract that day or if the Purchaser waives the "cooling off" period by obtaining independent legal advice and delivers a certificate from a lawyer with the offer (Section 5 of the Act).

PRIVACY ISSUES

The Agent may use personal information collected from this Contract to perform its obligations for the Vendor and it is agreed the Agent may disclose this information for general purposes to legal advisers, conveyancers, financial institutions, insurers, valuers and the agents of banks and financiers who may provide finance or insurance, their agents, or any other persons and for all purposes for any valuation databases. The Agent will only disclose information to other parties as required to perform their duties under this Contract, for the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this Contract. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.



TRANSFER

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6184 FOLIO 525

ESTATE & INTEREST

ESTATE IN FEE SIMPLE

TRANSFEROR (Full name and address)

Christopher Shane Nugent
of PO Box 1630, NORMANVILLE SA 5204

CONSIDERATION (Words and figures)

FOUR HUNDRED AND FORTY FIVE THOUSAND DOLLARS (\$445,000.00) PAID BY KENNETH JOHN MORRISH and JENNIFER REBECCA MORRISH AS TRUSTEES FOR STICKS & STONES BARE TRUST

TRANSFeree (Full name, address and mode of holding)

KENNETH JOHN MORRISH & JENNIFER REBECCA MORRISH
Both of 12 Aldinga Beach Road, ALDINGA BEACH SA 5173 WITH NO SURVIVORSHIP

THE TRANSFEROR ACKNOWLEDGING RECEIPT OF THE CONSIDERATION, TRANSFERS TO THE TRANSFeree THE ESTATE AND INTEREST SPECIFIED IN THE LAND DESCRIBED.

DATED

CERTIFICATION**Transferee(s)**

- * The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
- * The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- * The Certifier has retained the evidence to support this Registry Instrument or Document.
- * The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed by:

.....
Name of Certifier: Charmain Gordon
Capacity of Certifier: Registered Conveyancer Solicitor
for: Mayfair Conveyancing (Ref: C 1216)
on behalf of the Transferee

Certificate of Title

Title Reference CT 6184/525
Status CURRENT
Easement NO
Owner Number 16267404
Address for Notices 51 SALT CREEK RD TORRENS VALE, SA 5203
Area 28.67HA (CALCULATED)

Estate Type

FEE SIMPLE

Registered Proprietor

JENNIFER REBECCA MORRISH
OF 51 SALT CREEK ROAD TORRENS VALE SA 5203
KENNETH JOHN MORRISH
OF 12 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173
WITH NO SURVIVORSHIP

Description of Land

ALLOTMENT 51 DEPOSITED PLAN 114142
IN THE AREA NAMED TORRENS VALE
HUNDRED OF YANKALILLA

Last Sale Details

Dealing Reference TRANSFER (T) 13248177
Dealing Date 03/02/2020
Sale Price \$445,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2632196557	CURRENT	51 SALT CREEK ROAD, TORRENS VALE, SA 5203

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Acknowledgement of Trust

This acknowledgment of trust is made by Kenneth John Morrish & Jennifer Rebecca Morrish, directors of Sticks & Stones Retirement Pty Ltd ACN 631 883 488 ("the Trustee") as trustee for Sticks & Stones Self Managed Superannuation Fund ("the Fund") of: 12 Aldinga Beach Road, ALDINGA BEACH SA 5173

This acknowledgement of Trust has been created in order to demonstrate the correct ownership of investments held by the above self managed superannuation fund (SMSF). The Trustee of the Fund acknowledges it must record the ownership of all assets of the Fund in such a way as to distinguish and keep separate the assets of the Fund from other assets that the Trustee holds in their personal capacity. [paragraph 52(2)(d) of the *Superannuation Industry (Supervision) Act 1993*]

This acknowledgement of trust document has been created because certain Fund assets do not record the correct ownership. The Trustee declares that the following asset(s):

<u>Asset</u>	<u>Date of purchase</u>
51 Salt Creek Road, TORRENS VALE SA 5203	31 January 2020

is held on behalf of the Fund.

The Trustee further declares:

- Kenneth John Morrish & Jennifer Rebecca Morrish hold the asset in their name on behalf of the Fund for the sole benefit of the Fund;
- there is sufficient evidence that to support this asset is an investment of the Fund;
- this document does not constitute a resettlement for Stamp Duty or Capital Gains Tax;
- this document does not deprive the Fund members and/or any beneficiaries of the rights of beneficial ownership of the asset(s) stated above; and
- that the Trustee believes this document demonstrates the ownership of the asset has been recorded in such a way as to distinguish and keep separate the assets of the Fund from other assets of the Trustee held in their personal capacity.

KJ
.....

Kenneth John Morrish

JR Morrish
.....

Jennifer Rebecca Morrish

14 JUL 2022
.....

Witnessed by [Signature] (name)

of 16 SAMARRA DRIVE Father Paul John Zimmerman J.P. (address)

STICKS & STONES BEACH 5174
SOUTH AUSTRALIA 32468 A Justice of the Peace
for South Australia

Date: 14 JUL 2022

**Application for Membership of the
Sticks & Stones Self Managed Super Fund**

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

Schedule:

FULL NAME	Jennifer Rebecca Morrish
FORMER GIVEN AND FAMILY NAMES (IF ANY)	
ADDRESS	12 Aldinga Beach Road, Aldinga Beach SA 5173
DATE OF BIRTH	6 November 1978
PLACE OF BIRTH	Sydney, New South Wales
TAX FILE NUMBER	350272603

Signature  Date 5th December 2019

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Schedule:

FULL NAME	Kenneth John Morrish
FORMER GIVEN AND FAMILY NAMES (IF ANY)	
ADDRESS	12 Aldinga Beach Road, Aldinga Beach SA 5173
DATE OF BIRTH	27 December 1970
PLACE OF BIRTH	Adelaide, South Australia
TAX FILE NUMBER	155595447

Signature *KJ* Date *05/12/* 2019