

Compliance Workpapers
XBC Super Fund
Financial Year - 2023



Fund Details

Fund Name	XBC Super Fund
Contact no	
Financial Year	2023
Established Date	17/02/2021
ABN	20 235 176 869
TFN	539823621
Trustee Type	Corporate
Trustees	XBC Capital Management Pty Ltd
ACN	648006802

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	338,458.96	214,786.80	123,672.16	57.58	WP-1 WP-2
Other Assets	0.00	338,458.96	214,786.80	123,672.16	57.58	
Bitcoin	7.49	338,458.96	214,786.80	123,672.16	57.58	WP-1
Other Assets	0.00	3,199.77	1,944.77	1,255.00	64.53	
Cash At Bank	0.00	3,199.77	1,944.77	1,255.00	64.53	
Bank SA Freedom Business Account	0.00	1,372.00	117.00	1,255.00	1,072.65	WP-1
Cryptocurrency Exchange	0.00	1,827.77	1,827.77	0.00	0.00	WP-1 WP-2 WP-3
Total Assets	0.00	341,658.73	216,731.57	124,927.16	57.64	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Total Liabilities	0.00	0.00	0.00	0.00	0.00	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	341,658.73	216,731.57	124,927.16	57.64	WP-1 WP-2
Mr Brenton Camac	0.00	341,658.73	216,731.57	124,927.16	57.64	
Accumulation	0.00	341,658.73	216,731.57	124,927.16	57.64	
Total Member Entitlements	0.00	341,658.73	216,731.57	124,927.16	57.64	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Gains	123,672.16	-148,252.96	271,925.12	183.42	
Increase in Market Value	123,672.16	-148,252.96	271,925.12	183.42	WP-1
Other Assets	123,672.16	-148,252.96	271,925.12	183.42	
Bitcoin	123,672.16	-148,252.96	271,925.12	183.42	
Member Receipts	3,123.00	0.00	3,123.00	100.00	
Contributions	3,123.00	0.00	3,123.00	100.00	WP-1
Member	3,123.00	0.00	3,123.00	100.00	
Personal Concessional	3,123.00	0.00	3,123.00	100.00	
Mr Brenton Camac	3,123.00	0.00	3,123.00	100.00	
Total Income	126,795.16	-148,252.96	275,048.12	185.53	
Expenses	2023	2022	Change (\$)	Change (%)	
Other Expenses	1,868.00	1,888.00	-20.00	1.06	
Accountancy Fee	1,100.00	935.00	165.00	17.65	WP-1
ASIC Fee	59.00	0.00	59.00	100.00	WP-1
Auditor Fee	330.00	385.00	-55.00	14.29	WP-1
Bank Fees	120.00	50.00	70.00	140.00	
Cash At Bank	120.00	50.00	70.00	140.00	
Bank SA Freedom Business Account	120.00	50.00	70.00	140.00	WP-1
SMSF Supervisory Levy	259.00	518.00	-259.00	50.00	
Total Expenses	1,868.00	1,888.00	-20.00	1.06	

Income Tax	2023	2022	Change (\$)	Change (%)	
Total Income Tax	0.00	0.00	0.00	0.00	
Net Profit(Loss) Total	124,927.16	-150,140.96			


Lump Sum Payment - Good to Go

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

Preservation Components

						Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year			
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount		
Mr Brenton Camac (Age: 53 at 30/06/2023)									
Accumulation	Accumulation	216,731.57	0.00	0.00	341,658.73	0.00	0.00		

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mr Brenton Camac (Age: 53 at 30/06/2023)				
	Accumulation		216,731.57	310,773.46

Work Test - Good to Go

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

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Mr Brenton Camac Date of Birth: 22/10/1969 (Age: 52 at 30/06/2023)</p>				
	Caps		27,500.00	0.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	0.00
	Contributions made (to this fund)		3,123.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		3,123.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries - Good to Go

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

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 Concessional / Mr Brenton Camac					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/10/2022	Internet Deposit 14Oct19:24 From 9000975684340	0.00	0.00	120.00	120.00
29/11/2022	Internet Deposit 29Nov11:41 From 9000975684340	0.00	0.00	3.00	123.00
01/04/2023	Internet Deposit 01Apr19:01 From 9000975684340	0.00	0.00	1,000.00	1,123.00
08/04/2023	Internet Deposit 07Apr15:42 From 9000975684340	0.00	0.00	2,000.00	3,123.00
30/06/2023	Closing Balance	0.00	0.00	0.00	3,123.00
Investment Gains / Increase in Market Value / Other Assets / Bitcoin					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	0.00	123,672.16	123,672.16
30/06/2023	Closing Balance	0.00	0.00	0.00	123,672.16
Other Expenses / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/04/2023	Fund General Expense	0.00	1,100.00	0.00	1,100.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,100.00
Other Expenses / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
03/03/2023	Tfr Wdl BPAY Internet 03Mar21:54 2296480068024 Asic	0.00	59.00	0.00	59.00
30/06/2023	Closing Balance	0.00	0.00	0.00	59.00
Other Expenses / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/04/2023	Auditor Fee	0.00	330.00	0.00	330.00
30/06/2023	Closing Balance	0.00	0.00	0.00	330.00
Other Expenses / Cash At Bank / Bank SA Freedom Business Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/07/2022	Account Fee	0.00	10.00	0.00	10.00
31/08/2022	Account-Keeping Fee	0.00	10.00	0.00	20.00
30/09/2022	Account-Keeping Fee	0.00	10.00	0.00	30.00
31/10/2022	Account-Keeping Fee	0.00	10.00	0.00	40.00
30/11/2022	Account-Keeping Fee	0.00	10.00	0.00	50.00
31/12/2022	Account-Keeping Fee	0.00	10.00	0.00	60.00
31/01/2023	Account-Keeping Fee	0.00	10.00	0.00	70.00
28/02/2023	Account-Keeping Fee	0.00	10.00	0.00	80.00
31/03/2023	Account-Keeping Fee	0.00	10.00	0.00	90.00
29/04/2023	Account-Keeping Fee	0.00	10.00	0.00	100.00
31/05/2023	Account-Keeping Fee	0.00	10.00	0.00	110.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Account-Keeping Fee	0.00	10.00	0.00	120.00
30/06/2023	Closing Balance	0.00	0.00	0.00	120.00
Other Expenses / SMSF Supervisory Levy					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/04/2023	Tfr Wdl BPAY Internet 07Apr15:41 002005398236215221 Tax Office Payments	0.00	259.00	0.00	259.00
30/06/2023	Closing Balance	0.00	0.00	0.00	259.00
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/10/2022	Fund Income Tax	0.00	18.00	0.00	18.00
29/11/2022	Fund Income Tax	0.00	0.45	0.00	18.45
01/04/2023	Fund Income Tax	0.00	150.00	0.00	168.45
08/04/2023	Fund Income Tax	0.00	300.00	0.00	468.45
30/06/2023	Fund Income Tax	0.00	0.00	468.45	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Investments - Bitcoin					
01/07/2022	Opening Balance	7.49	0.00	0.00	214,786.80
30/06/2023	Market Value Adjustment	0.00	123,672.16	0.00	338,458.96
30/06/2023	Closing Balance	7.49	0.00	0.00	338,458.96
Cash At Bank - Bank SA Freedom Business Account					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	117.00
30/07/2022	Account Fee	0.00	0.00	10.00	107.00
31/08/2022	Account-Keeping Fee	0.00	0.00	10.00	97.00
30/09/2022	Account-Keeping Fee	0.00	0.00	10.00	87.00
14/10/2022	Internet Deposit 14Oct19:24 From 9000975684340	0.00	120.00	0.00	207.00
31/10/2022	Account-Keeping Fee	0.00	0.00	10.00	197.00
29/11/2022	Internet Deposit 29Nov11:41 From 9000975684340	0.00	3.00	0.00	200.00
30/11/2022	Account-Keeping Fee	0.00	0.00	10.00	190.00
31/12/2022	Account-Keeping Fee	0.00	0.00	10.00	180.00
31/01/2023	Account-Keeping Fee	0.00	0.00	10.00	170.00
28/02/2023	Account-Keeping Fee	0.00	0.00	10.00	160.00
03/03/2023	Tfr Wdl BPAY Internet 03Mar21:54 2296480068024 Asic	0.00	0.00	59.00	101.00
31/03/2023	Account-Keeping Fee	0.00	0.00	10.00	91.00
01/04/2023	Internet Deposit 01Apr19:01 From 9000975684340	0.00	1,000.00	0.00	1,091.00
08/04/2023	Internet Deposit 07Apr15:42 From 9000975684340	0.00	2,000.00	0.00	3,091.00
08/04/2023	Osko Withdrawal 07Apr15:45 Inv 1307 Smsf Australia Pty Ltd	0.00	0.00	1,430.00	1,661.00
08/04/2023	Tfr Wdl BPAY Internet 07Apr15:41 002005398236215221 Tax Office Payments	0.00	0.00	259.00	1,402.00

Date	Description	Quantity	Debits	Credits	Balance
29/04/2023	Account-Keeping Fee	0.00	0.00	10.00	1,392.00
31/05/2023	Account-Keeping Fee	0.00	0.00	10.00	1,382.00
30/06/2023	Account-Keeping Fee	0.00	0.00	10.00	1,372.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,372.00
Other Assets - Receivables / Member Income Receivable / Contributions / Mr Brenton Camac					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/10/2022	Contribution Received	0.00	0.00	120.00	120.00
14/10/2022	Internet Deposit 14Oct19:24 From 9000975684340	0.00	120.00	0.00	0.00
29/11/2022	Contribution Received	0.00	0.00	3.00	3.00
29/11/2022	Internet Deposit 29Nov11:41 From 9000975684340	0.00	3.00	0.00	0.00
01/04/2023	Contribution Received	0.00	0.00	1,000.00	1,000.00
01/04/2023	Internet Deposit 01Apr19:01 From 9000975684340	0.00	1,000.00	0.00	0.00
08/04/2023	Contribution Received	0.00	0.00	2,000.00	2,000.00
08/04/2023	Internet Deposit 07Apr15:42 From 9000975684340	0.00	2,000.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/04/2023	Fund General Expense	0.00	0.00	1,100.00	1,100.00

Date	Description	Quantity	Debits	Credits	Balance
08/04/2023	Fund General Expense	0.00	1,100.00	0.00	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
03/03/2023	Tfr Wdl BPAY Internet 03Mar21:54 2296480068024 Asic	0.00	0.00	59.00	59.00
03/03/2023	Tfr Wdl BPAY Internet 03Mar21:54 2296480068024 Asic	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 / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/04/2023	Auditor Fee	0.00	0.00	330.00	330.00
08/04/2023	Auditor Fee	0.00	330.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Cash At Bank / Bank SA Freedom Business Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/07/2022	Account Fee	0.00	0.00	10.00	10.00
30/07/2022	Account Fee	0.00	10.00	0.00	0.00
31/08/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/08/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
30/09/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/10/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/10/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
30/11/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
30/11/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/12/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/12/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/01/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/01/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
28/02/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
28/02/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/03/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/03/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
29/04/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
29/04/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/05/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/05/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
30/06/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
30/06/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Income Tax Suspense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/04/2023	Tfr Wdl BPAY Internet 07Apr15:41 002005398236215221 Tax Office Payments	0.00	0.00	259.00	259.00
08/04/2023	Tfr Wdl BPAY Internet 07Apr15:41 002005398236215221 Tax Office Payments	0.00	259.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Provision for Income Tax					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/10/2022	Tax Effect Of Income	0.00	0.00	18.00	18.00
29/11/2022	Tax Effect Of Income	0.00	0.00	0.45	18.45
01/04/2023	Tax Effect Of Income	0.00	0.00	150.00	168.45
08/04/2023	Tax Effect Of Income	0.00	0.00	300.00	468.45
30/06/2023	Tax Effect Of Income	0.00	468.45	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / Bank SA Freedom Business Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/07/2022	Account Fee	0.00	0.00	10.00	10.00
30/07/2022	Account Fee	0.00	10.00	0.00	0.00
31/08/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/08/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
30/09/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
14/10/2022	Internet Deposit 14Oct19:24 From 9000975684340	0.00	0.00	120.00	120.00
14/10/2022	Internet Deposit 14Oct19:24 From 9000975684340	0.00	120.00	0.00	0.00
31/10/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/10/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
29/11/2022	Internet Deposit 29Nov11:41 From 9000975684340	0.00	0.00	3.00	3.00
29/11/2022	Internet Deposit 29Nov11:41 From 9000975684340	0.00	3.00	0.00	0.00
30/11/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
30/11/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/12/2022	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/12/2022	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/01/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/01/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
28/02/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
28/02/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
03/03/2023	Tfr Wdl BPAY Internet 03Mar21:54 2296480068024 Asic	0.00	0.00	59.00	59.00
03/03/2023	Tfr Wdl BPAY Internet 03Mar21:54 2296480068024 Asic	0.00	59.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
31/03/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/03/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
01/04/2023	Internet Deposit 01Apr19:01 From 9000975684340	0.00	0.00	1,000.00	1,000.00
01/04/2023	Internet Deposit 01Apr19:01 From 9000975684340	0.00	1,000.00	0.00	0.00
08/04/2023	Internet Deposit 07Apr15:42 From 9000975684340	0.00	0.00	2,000.00	2,000.00
08/04/2023	Internet Deposit 07Apr15:42 From 9000975684340	0.00	2,000.00	0.00	0.00
08/04/2023	Osko Withdrawal 07Apr15:45 Inv 1307 Smsf Australia Pty Ltd	0.00	0.00	330.00	330.00
08/04/2023	Osko Withdrawal 07Apr15:45 Inv 1307 Smsf Australia Pty Ltd	0.00	0.00	1,100.00	1,430.00
08/04/2023	Osko Withdrawal 07Apr15:45 Inv 1307 Smsf Australia Pty Ltd	0.00	1,430.00	0.00	0.00
08/04/2023	Tfr Wdl BPAY Internet 07Apr15:41 002005398236215221 Tax Office Payments	0.00	0.00	259.00	259.00
08/04/2023	Tfr Wdl BPAY Internet 07Apr15:41 002005398236215221 Tax Office Payments	0.00	259.00	0.00	0.00
29/04/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
29/04/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
31/05/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00
31/05/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
30/06/2023	Account-Keeping Fee	0.00	0.00	10.00	10.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Account-Keeping Fee	0.00	10.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Brenton Camac / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	216,731.57
14/10/2022	Contribution Tax Withheld	0.00	18.00	0.00	216,713.57
14/10/2022	Internet Deposit 14Oct19:24 From 9000975684340	0.00	0.00	120.00	216,833.57
29/11/2022	Contribution Tax Withheld	0.00	0.45	0.00	216,833.12
29/11/2022	Internet Deposit 29Nov11:41 From 9000975684340	0.00	0.00	3.00	216,836.12
01/04/2023	Contribution Tax Withheld	0.00	150.00	0.00	216,686.12
01/04/2023	Internet Deposit 01Apr19:01 From 9000975684340	0.00	0.00	1,000.00	217,686.12
08/04/2023	Contribution Tax Withheld	0.00	300.00	0.00	217,386.12
08/04/2023	Internet Deposit 07Apr15:42 From 9000975684340	0.00	0.00	2,000.00	219,386.12
30/06/2023	Income Taxes Allocated	0.00	0.00	468.45	219,854.57
30/06/2023	Investment Profit or Loss	0.00	0.00	121,804.16	341,658.73
30/06/2023	Closing Balance	0.00	0.00	0.00	341,658.73

Permanent Documents

[OCR_Investment Strategy.pdf](#)

[OCR_ATO Trustee Declaration.pdf](#)

[OCR_Signed Trust Deed.pdf](#)

XBC Super Fund
Investment Revaluation as at 30 June 2023

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
Unlisted Market					
BTCCOIN Bitcoin	30 Jun 2023	45,200.00000	7.48803	338,458.96	123,672.16
Unlisted Market Total				338,458.96	123,672.16
Fund Total				338,458.96	123,672.16

XBC 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 Brenton Camac											
Suite 7193 190 Hutt Street Adelaide SA 5000											
Accumulation Accumulation	216,731.57	3,123.00	0.00	121,804.16	0.00	0.00	0.00	0.00	0.00	0.00	341,658.73
	216,731.57	3,123.00	0.00	121,804.16	0.00	0.00	0.00	0.00	0.00	0.00	341,658.73
	216,731.57	3,123.00	0.00	121,804.16	0.00	0.00	0.00	0.00	0.00	0.00	341,658.73

XBC 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>								
Bank SA Freedom Business Account				1,372.00	1,372.00			0.40%
Cryptocurrency Exchange				1,827.77	1,827.77			0.53%
				3,199.77	3,199.77			0.94%
<u>Unlisted Market</u>								
Bitcoin	7.48803	48,817.3699	45,200.0000	365,545.93	338,458.96	(27,086.97)	(7.41)%	99.06%
				365,545.93	338,458.96	(27,086.97)	(7.41)%	99.06%
				368,745.70	341,658.73	(27,086.97)	(7.35)%	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.

XBC Super Fund
(ABN: 20 235 176 869)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Suite 7193 190 Hutt Street Adelaide, SA 5000
Member Number: 1	Date of Birth: 22 October 1969
Mr Brenton Paul Camac	Date Joined Fund: 17 February 2021
	Eligible Service Date: 17 February 2021
	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	216,731.57
Total as at 1 Jul 2022	216,731.57

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	341,658.73
Total as at 30 Jun 2023	341,658.73

Your Tax Components

Tax Free	310,773.46
Taxable - Taxed	30,885.27
Taxable - Untaxed	-

Your Preservation Components

Preserved	341,658.73
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 XBC Super Fund, Suite 7193 190 Hutt Street, Adelaide SA 5000

XBC Super Fund
 (ABN: 20 235 176 869)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Suite 7193 190 Hutt Street Adelaide, SA 5000
Member Number: 1	Date of Birth: 22 October 1969
Mr Brenton Paul Camac	Date Joined Fund: 17 February 2021
Accumulation Account	Eligible Service Date: 17 February 2021
Accumulation	Tax File Number Held: Yes
	Account Start Date: 17 February 2021

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	216,731.57
<i><u>Increases to your account:</u></i>	
Member Contributions	3,123.00
Share Of Net Fund Income	121,804.16
Tax on Net Fund Income	468.45
<u>Total Increases</u>	125,395.61
<i><u>Decreases to your account:</u></i>	
Contributions Tax	468.45
<u>Total Decreases</u>	468.45
Withdrawal Benefit as at 30 Jun 2023	<u>341,658.73</u>

Your Tax Components		
Tax Free	90.9602 %	310,773.46
Taxable - Taxed		30,885.27
Taxable - Untaxed		-
Your Preservation Components		
Preserved		341,658.73
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 XBC Super Fund, Suite 7193 190 Hutt Street, Adelaide SA 5000



Trustee

The Trustee of the Fund is as follows:

XBC Capital Management Pty Ltd

The directors of the Trustee company are:

Brenton Camac

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

.....
Brenton Camac
Director - XBC Capital Management Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail XBC Super Fund, Suite 7193 190 Hutt Street, Adelaide SA 5000

XBC Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Brenton Camac

Date of Birth: 22 Oct 1969
Age: 53 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions	Non-Concessional
The 'Bring Forward Rule' was triggered two years ago	
3-year cap in effect from previous 2 years	300,000.00
Total non-concessional contributions in previous 2 years	300,000.00

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1,2	27,500.00	0.00
Cumulative Available Unused Cap	3	102,500.00	0.00
Contributions made (to this fund)	4	3,123.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		3,123.00	0.00
Amount above caps	5	0.00	0.00
Available		126,877.00	0.00

Notes

- 1 . 'Bring Forward Rule' was triggered 2 years ago
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	0.00
	Personal	3,123.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	3,123.00
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
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

XBC Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Brenton Camac

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
14/10/2022	Personal	120.00			manual
29/11/2022	Personal	3.00			manual
01/04/2023	Personal	1,000.00			manual
08/04/2023	Personal	2,000.00			manual
Totals:		3,123.00			

XBC 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>										
Bank SA Freedom Business Account		117.00		3,123.00		1,868.00	0.00		1,372.00	1,372.00
Cryptocurrency Exchange		1,827.77		0.00		0.00	0.00		1,827.77	1,827.77
		<u>1,944.77</u>		<u>3,123.00</u>		<u>1,868.00</u>	<u>0.00</u>		<u>3,199.77</u>	<u>3,199.77</u>
<u>Unlisted Market</u>										
Bitcoin	7.49	365,545.93	0.00	0.00	0.00	0.00	0.00	7.49	365,545.93	338,458.96
		<u>365,545.93</u>		<u>0.00</u>		<u>0.00</u>	<u>0.00</u>		<u>365,545.93</u>	<u>338,458.96</u>
Fund Total		<u>367,490.70</u>		<u>3,123.00</u>		<u>1,868.00</u>	<u>0.00</u>		<u>368,745.70</u>	<u>341,658.73</u>

Due Date: 13 Apr 2023

TAX INVOICE

Trustee for XBC Superannuation Fund
190 Hutt St, Suite 7193
ADELAIDE SA 5000
AUSTRALIA

Invoice Number
INV-1307

Invoice Date
06 Apr 2023

Description	GST	Amount
For Professional Services including:		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10%	825.00
Class Super Software costs oncharged	10%	275.00
Audit costs including disbursement to independent auditor	10%	330.00
	Subtotal	1,300.00
	Total GST 10%	130.00
	Invoice Total	1,430.00
	Payments Received	0.00
	Amount Due	\$1,430.00

Account payment terms are STRICTLY 7 days net
accounts@smsfaustralia.com

How to Pay



EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1307



Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged

Inquires 1300 300 630

Issue date 17 Feb 23

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 51650521

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 648 006 802
FOR XBC CAPITAL MANAGEMENT PTY LTD

REVIEW DATE: 17 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
UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063

2 Principal place of business
SUITE 7193 190 HUTT STREET ADELAIDE SA 5000

3 Officeholders

Name: BRENTON PAUL CAMAC
Born: ADELAIDE SA
Date of birth: 22/10/1969
Address: SUITE 7193 190 HUTT STREET ADELAIDE SA 5000
Office(s) held: DIRECTOR, APPOINTED 17/02/2021; SECRETARY, APPOINTED 17/02/2021

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	180	\$180.00	\$0.00

5 Members

These details continue on the next page

XBC CAPITAL MANAGEMENT PTY LTD ACN 648 006 802

Page 1 of 2

Company statement continued

Name: BRENTON PAUL CAMAC

Address: SUITE 7193 190 HUTT STREET ADELAIDE SA 5000

Share Class	Total number held	Fully paid	Beneficially held
ORD	180	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: SMSF AUSTRALIA PTY LTD
Registered agent number: 46046
Address: PO BOX 230 GLEN OSMOND SA 5064

**ASIC**

Australian Securities & Investments Commission

ABN 86 768 265 615

XBC CAPITAL MANAGEMENT PTY LTD
 SMSF AUSTRALIA PTY LTD
 PO BOX 230 GLEN OSMOND SA 5064

INVOICE STATEMENT

Issue date 17 Feb 23

XBC CAPITAL MANAGEMENT PTY LTD

ACN 648 006 802

Account No. 22 648006802

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 17 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**XBC CAPITAL MANAGEMENT PTY LTD**

ACN 648 006 802

Account No: 22 648006802



22 648006802

TOTAL DUE	\$59.00
Immediately	\$0.00
By 17 Apr 23	\$59.00

Payment options are listed on the back of this payment slip



Biller Code: 17301
Ref: 2296480068024



*814 129 0002296480068024 37

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2023-02-17	Annual Review - Special Purpose Pty Co	4X2278906480P A	\$59.00
	Outstanding transactions		
2023-02-17	Annual Review - Special Purpose Pty Co	4X2278906480P A	\$59.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 4800 6802 437

Australia Post

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

Phone

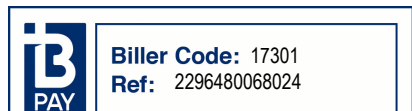
Call 13 18 16 to pay by Mastercard or Visa

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



Bill Code: 17301
Ref: 2296480068024

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

FREEDOM BUSINESS



047

XBC SUPERANNUATION FUND
PO BOX 230
GLEN OSMOND SA 5064

Customer Enquiries 13 13 76
7:30am-7:30pm, Mon-Sat
BSB Number 105-148
Account Number 032954340
Statement Period 18/07/2022 to 17/08/2022
Statement No. 18(page 1 of 3)

XBC CAPITAL MANAGMENT AS TRUSTEE FOR
XBC SUPERANNUATION FUND

Account Summary

Opening Balance		Total Credits		Total Debits		Closing Balance
117.00	+	0.00	-	10.00	=	107.00

Transaction Details

Date	Transaction Description	Debit	Credit	Balance \$
18 JUL	OPENING BALANCE			117.00
30 JUL	ACCOUNT-KEEPING FEE	10.00		107.00
	EFFECTIVE DATE 31JUL			
17 AUG	CLOSING BALANCE			107.00

Interest Details

	Credit Interest	Debit Interest
Year to Date	\$0.00	\$0.00
Previous Year	\$0.00	\$0.00

Information

- Please check all entries on this statement and inform the Bank promptly of any error or unauthorised transaction.
- If your card is lost or stolen, please call us immediately on 1800 028 208.
- This statement should be retained for taxation purposes.
- When enquiring about the "termination value" of your account, you can visit your nearest branch or "talk to us" on 1300 360 374 and say "existing account".
- To contact us to make suggestions, compliments or find out more about our products and services, please call the customer enquiries number on this statement. This service may also be used to address and resolve complaints.

Account Number 032954340
Statement Period 18/07/2022 to 17/08/2022
Statement No. 18(page 2 of 3)

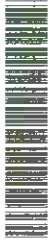
Summary of Transaction Fees 01/07/2022 TO 31/07/2022

Transaction Type	Total Trans	Free	Charged	Rate \$	Total \$
Phone Banking Credits	0	0	0	0.00	0.00
Phone Banking Debits	0	0	0	0.00	0.00
Internet/Business Banking Online Credits	0	0	0	0.00	0.00
Internet/Business Banking Online Debits	0	0	0	0.00	0.00
EFTPOS Credits	0	0	0	0.00	0.00
EFTPOS Debits	0	0	0	0.00	0.00
Cheque Clearing Credits	0	0	0	0.50	0.00
Cheque Clearing Debits	0	0	0	0.50	0.00
Over The Counter Credits	0	0	0	1.00	0.00
Over The Counter Debits	0	0	0	1.00	0.00
St.George/BankSA/BankMelbourne ATM Credits	0	0	0	0.00	0.00
St.George/BankSA/BankMelbourne/Westpac ATM Debits	0	0	0	0.00	0.00
Bank@Post Credits	0	0	0	0.00	0.00
Bank@Post Debits	0	0	0	0.00	0.00
Agency Credits	0	0	0	0.00	0.00
Agency Debits	0	0	0	0.00	0.00
Direct Credits	0	0	0	0.00	0.00
Direct Debits	0	0	0	0.00	0.00
Overseas Withdrawal	0	0	0	5.00	0.00
VISA Debit Credits	0	0	0	0.00	0.00
VISA Debit Debits	0	0	0	0.00	0.00
Collection Items (Chq/Merchant Envelopes)	0	0	0	0.50	0.00
St.George/BankSA/BankMelb ATM Mini Trans. History	0	0	0	0.00	0.00
Periodical Payments	0	0	0	0.00	0.00
Account-keeping Fee					10.00
SUB TOTAL	0	0	0		10.00
FEE REBATE					0.00
TOTALS	0	0	0		10.00

At the time of this statement, there is a flat monthly Account-keeping fee on this account. Only branch, cheque and electronic agency transactions incur fees once the monthly fee free transaction allowance is exceeded.

Summary of Transaction Fees for O/B ATM Inquiries/Withdrawals transactions JUL - NIL

Remember, if you have a card, always keep your passcode (PIN) secret - don't tell anyone or let them see it. Never write your passcode on your card or on anything that could be lost or stolen. If you do need to record a reminder, you must make every effort to disguise it. You may be liable for losses if you don't protect your passcode.
To help you learn how you can protect your card against unauthorised transactions, you can find more information at banksa.com.au/dispute



Account Number 032954340
Statement Period 18/07/2022 to 17/08/2022
Statement No. 18(page 3 of 3)

Complaints

If you have a complaint, contact our dedicated Customer Solutions team on 13 13 76 for Personal Banking or 1800 804 411 for Business Banking. Alternatively, you can write to us at BankSA Customer Solutions, Reply Paid 399, Adelaide SA 5001. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

**XBC Capital Management Pty Ltd**

BSB 105-148 Acc 032 954 340

\$1,372.86
Available balance:
\$1,372.86

Date	Description	Debit	Credit	Balance
	Closing Balance			\$1,372.00
30/06/2023	Account-Keeping Fee	\$10.00		\$1,372.00
31/05/2023	Account-Keeping Fee	\$10.00		\$1,382.00
29/04/2023	Account-Keeping Fee	\$10.00		\$1,392.00
08/04/2023	Osko Withdrawal 07Apr15:45 Inv 1307 Smsf Australia Pty Ltd	\$1,430.00		\$1,402.00
08/04/2023	Internet Deposit 07Apr15:42 From 9000975684340		\$2,000.00	\$2,832.00
08/04/2023	Tfr Wdl BPAY Internet 07Apr15:41 002005398236215221 Tax Office Payments	\$259.00		\$832.00
01/04/2023	Internet Deposit 01Apr19:01 From 9000975684340		\$1,000.00	\$1,091.00
31/03/2023	Account-Keeping Fee	\$10.00		\$91.00
03/03/2023	Tfr Wdl BPAY Internet 03Mar21:54 2296480068024 Asic	\$59.00		\$101.00
28/02/2023	Account-Keeping Fee	\$10.00		\$160.00
31/01/2023	Account-Keeping Fee	\$10.00		\$170.00
31/12/2022	Account-Keeping Fee	\$10.00		\$180.00
30/11/2022	Account-Keeping Fee	\$10.00		\$190.00
29/11/2022	Internet Deposit 29Nov11:41 From 9000975684340		\$3.00	\$200.00
31/10/2022	Account-Keeping Fee	\$10.00		\$197.00
14/10/2022	Internet Deposit 14Oct19:24 From 9000975684340		\$120.00	\$207.00
30/09/2022	Account-Keeping Fee	\$10.00		\$87.00
31/08/2022	Account-Keeping Fee	\$10.00		\$97.00
	Opening Balance			\$107.00

ASSET DECLARATION MINUTE OF THE DIRECTOR(S) OF THE CORPORATE
TRUSTEE XBC CAPITAL MANAGEMENT PTY LTD ATF
XBC SUPER FUND
HELD ON 21/7/2023 AT
SUITE 7193 190 HUTT STREET, ADELAIDE SA

PRESENT: Brenton Camac

DECLARATIONS: The director(s) hereby make the following declarations:

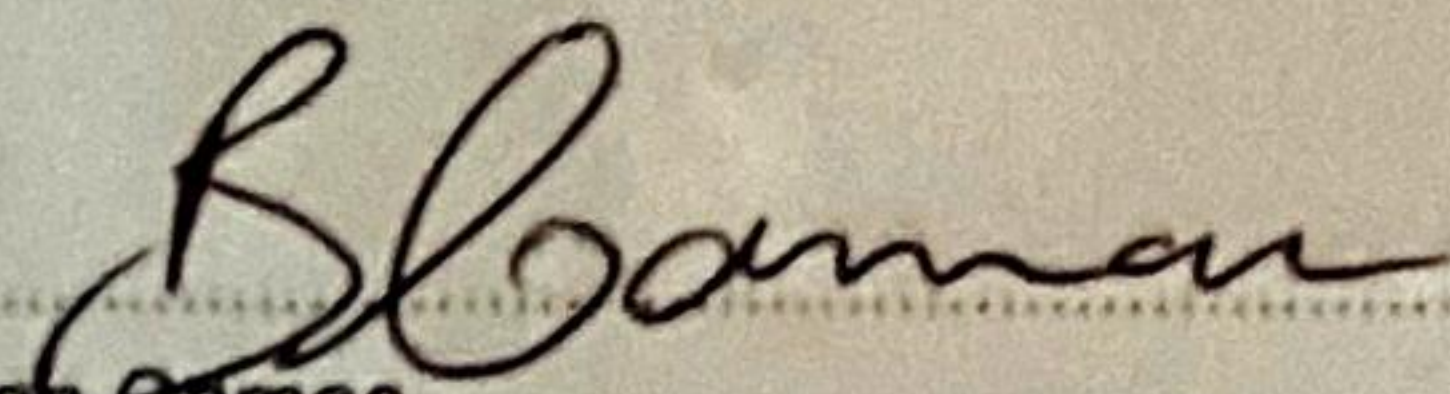
- (1) That the following cryptocurrency holding is held in a cold wallet owned by the XBC Super Fund:

Asset Name	Units	Valuation
Bitcoin	7.48803	\$338,458.96

- (2) That these investments are held solely for the benefit of the XBC Super Fund in producing retirement income.

- (3) That the investments are still in existence as at 30 June 2023.

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










..... Dated: 21/7/23
Brenton Camac
Chairperson

























End of Financial Year Cryptocurrency Prices

Home / End of Financial Year Cryptocurrency Prices

2023

Cryptocurrency	AUD Price	Date
 BTC Bitcoin	45,200.00	June 30th, 2023
 ETH Ethereum	2,788.49	June 30th, 2023
 XRP Ripple	0.68459	June 30th, 2023
 USDC USD Coin	1.50039	June 30th, 2023
 USDT Tether USD	1.50031	June 30th, 2023
 AAVE Aave	94.8411	June 30th, 2023
 ADA Cardano	0.41790	June 30th, 2023
 BAT Basic Attention Token	0.24003	June 30th, 2023

Cryptocurrency	AUD Price	Date
 BCH Bitcoin Cash	440.97	June 30th, 2023
 COMP Compound	82.01	June 30th, 2023
 DAI Dai	1.50182	June 30th, 2023
 DOGE Dogecoin	0.09514	June 30th, 2023
 DOT Polkadot	7.4180	June 30th, 2023
 EOS EOS	1.1642	June 30th, 2023
 ETC Ethereum Classic	28.03	June 30th, 2023
 GRT The Graph	0.16389	June 30th, 2023
 LINK Chainlink	8.9000	June 30th, 2023
 LTC Litecoin	139.20	June 30th, 2023
 MANA Decentraland	0.58999	June 30th, 2023
 MATIC Matic	0.95000	June 30th, 2023
MKR	1,161.06	June 30th, 2023

 Maker Cryptocurrency	AUD Price	Date
 OMG OMG Network	0.8505	June 30th, 2023
 PMGT Perth Mint Gold Token	2,854.17	June 30th, 2023
 SAND The Sandbox	0.64650	June 30th, 2023
 SNX Synthetix Network Token	3.6199	June 30th, 2023
 SOL Solana	27.1480	June 30th, 2023
 UNI Uniswap	7.7916	June 30th, 2023
 XLM Stellar Lumens	0.16770	June 30th, 2023
 YFI yearn.finance	8,200.01	June 30th, 2023
 ZRX 0x	0.31001	June 30th, 2023

Prices are the last trade of the financial year. Can be used for tax calculation of the value of your crypto holding for the purposes of reporting to the ATO (Australian Taxation Office).

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Emily Cooper <emily@smsfaustralia.com>

XBC Super Fund - 2023 Queries

BPC <bpcamac@gmail.com>

16 July 2023 at 02:28

To: Emily Cooper <emily@smsfaustralia.com>

Hi Emily,

All of those transactions were deposits to provide funds to pay for bank fees, EOFY reports etc.

I guess they're considered SMSF contributions although the unspent amount resides as cash in the company's bank account. As of 30/6/23 the bank balance was \$1,372.00.

For last financial year there were no transactions executed on the exchange. I tried to get a csv file showing this but the exchange's app wont generate the report (perhaps because there are no transactions - app bug?).

Let me know if you need anything else.

Regards,
- Brenton

On 11 Jul 2023, at 21:39, Emily Cooper <emily@smsfaustralia.com> wrote:

[Quoted text hidden]

<SMSF crypto purchases.pdf>



Emily Cooper <emily@smsfaustralia.com>

Give to team to do -
(AM) I tried but can't add to Sorted :(

SMSF 2022 Tax Return Reminder | XBC SMSF

BPC <bpcamac@gmail.com>
To: Ceri O'Brien <Ceri@smsfaustralia.com>

2 March 2023 at 16:25

Hello Ceri,

As requested, I'm attaching bank statements for the financial year.

Also, as there have been no changes to the investment portfolio since last filling, there are no updates to report in that regard.

So that should be all the information needed from me to file.

Best regards,
Brenton

On 15 Feb 2023, at 17:19, Ceri O'Brien <Ceri@smsfaustralia.com> wrote:

Hi Brenton,

Now the new year is upon us, we are getting everything organised to complete the 2022 financial statements and tax returns for your SMSF.

We have most things already but just need the following for the audit:

1. Bank statements from 1 July 2021 to 30 June 2022
2. Copies of documentation of any investments made in the SMSF prior to 30 June 2022

Once received we should be able to get everything completed quickly for you.

Let me know if you have any questions.

Regards,

Ceri O'Brien

Administration Officer | SMSF Australia

☎ 1300 392 544

✉ Ceri@smsfaustralia.com

Efficiency is doing better what is already being done – Peter F Drucker



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 **smsf.zip**
1728K

Trades

Settled Date	Date	Transaction GUID	Type	Status	Currency	Credit	Debit	Balance	Comment
5 May 2021 00:23:11	5 May 2021 00:23:11	92e22b91-d315-453a-b0b3-72e006a4fa9b	Trade	Confirmed	AUD		19264.30	1827.77	
5 May 2021 00:23:11	5 May 2021 00:23:11	e4e71f48-b3a7-4c0e-ad59-c85dbb28f743	Trade	Confirmed	AUD		75313.00	21092.07	
5 May 2021 00:23:11	5 May 2021 00:23:11	5435bda2-4217-4dbb-9082-d7da4f51c159	Trade	Confirmed	AUD		67496.00	96405.07	
5 May 2021 00:23:10	5 May 2021 00:23:10	4ea56f3e-c454-41a9-b98c-d4b955d7adc3	Trade	Confirmed	AUD		73957.50	163901.07	
5 May 2021 00:23:09	5 May 2021 00:23:09	3667f8ac-9efa-4063-a8cb-8f83aebad5e	Trade	Confirmed	AUD		66147.00	237858.57	
5 May 2021 00:23:09	5 May 2021 00:23:09	269e3dfe-a981-47de-a7a8-1ff808bc39c5	Trade	Confirmed	AUD		61549.63	304005.57	

XBC Super Fund

Transactions: Bank Fees - XBC Super Fund

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

Bank Fees

	Date	Narrative	Debit	Credit	Balance	Quantity
Cash At Bank						
Bank SA Freedom Business Account						
	01/07/2022	Opening Balance	\$	0.00 \$	0.00 Cr	
	30/07/2022	Account Fee	\$ 10.00	\$	10.00 Dr	
	31/08/2022	Account-Keeping Fee	\$ 10.00	\$	20.00 Dr	
	30/09/2022	Account-Keeping Fee	\$ 10.00	\$	30.00 Dr	
	31/10/2022	Account-Keeping Fee	\$ 10.00	\$	40.00 Dr	
	30/11/2022	Account-Keeping Fee	\$ 10.00	\$	50.00 Dr	
	31/12/2022	Account-Keeping Fee	\$ 10.00	\$	60.00 Dr	
	31/01/2023	Account-Keeping Fee	\$ 10.00	\$	70.00 Dr	
	28/02/2023	Account-Keeping Fee	\$ 10.00	\$	80.00 Dr	
	31/03/2023	Account-Keeping Fee	\$ 10.00	\$	90.00 Dr	
	29/04/2023	Account-Keeping Fee	\$ 10.00	\$	100.00 Dr	
	31/05/2023	Account-Keeping Fee	\$ 10.00	\$	110.00 Dr	
	30/06/2023	Account-Keeping Fee	\$ 10.00	\$	120.00 Dr	
	Total Bank SA Freedom Business Account		\$ 120.00 \$	0.00 \$	120.00 Dr	
	Total Cash At Bank		\$ 120.00 \$	0.00 \$	120.00 Dr	
	Total Bank Fees		\$ 120.00 \$	0.00 \$	120.00 Dr	



SMSF Investment Strategy

XBC Superannuation Fund

Date: 19 February 2021

Objective

This investment strategy of (as reviewed and amended annually or more often depending on changes to the needs of members) is created in compliance with the Superannuation Industry (Supervision) Act 1993.

The Fund:

1. accepts employer and member contribution and contributions from other persons as the laws allow
2. transfers from other Superannuation funds and from a spouse as the laws allow
3. provides benefits to members upon retirement and as the laws allow
4. provides other activities as allowed by the laws and regulations from time to time
5. allows access to any unrestricted non-preserved benefits (as/when allowed by the laws and regulations)
6. provides for the payment of pension benefits at a rate as determined in the future from time to time.

The fund complies with the current laws and regulations and the rules in the trust deed. It has the following investment objectives:

Risk and Return

It is recognised that timing (when you get into the investment) and time in the investment (how long you are in the investment) affects returns. Different investments have different returns and volatility. The Trustee (from time to time) of the fund has a strong emphasis on preserving the fund's capital. However, many sound investments are not capital guaranteed. Security of capital has to be tempered with the need to achieve the desired rate of return. Therefore, assets that show volatility may be of benefit to the fund.

The Trustee is ever vigilant to balance these two objectives:

- protecting the capital and
- growing the value of the fund by obtaining an acceptable rate of return.

Position on Diversification

From time to time fund investments may be diversified across asset classes but at other times maybe concentrated in only a few or one. The trustee will invest according to market conditions and availability of the fund's assets. A funds assets maybe predominantly invested in residential or commercial (or other types) of real estate should the trustee see fit to do so.

Required Rate of Return

The Trustee seeks an overall investment return for the fund in the 7-10 year term (medium term) of 3-5% above the average rate of inflation over that period.

Trustee's Obligations

The Trustee ensures that the fund meets the legislated standard minimums to continue to obtain concessional taxation status on the income. It is also incumbent on the Trustee to consider the tax consequences of all investments. Tax-advantaged products may reduce the fund's taxation burden. Tax is one of the Trustee's relevant concerns. The Trustee acknowledges that members' benefits are a liability of the fund. The Trustee gives thought to the level of benefit required to be paid to the member. However, while no terminations or benefits are expected to be paid out in the short to medium term the Trustee is at liberty to examine investments that are medium term. However, when the member is in pension phase the time horizon may be far shorter.

Paying Debts

The Trustee is obliged to pay tax, expenses and benefits. It will do so within 31 days. The Trustee ensures that it holds sufficient cash to meet such obligations.

Cost of Investing

The Trustee strives to reduce costs of investing. However, at times upfront investment costs are payable in order to obtain the best investment products that fit into this investment strategy. Exit costs and penalties may also be part of the cost of carrying out this investment strategy.

Gearing

Borrowing to invest is permissible by the fund in accordance with the rules and laws at the time.

Investments (all investments maybe held within the following range 0-100%)

Cash

Money can be held in kind, in banks, building societies, lending institutions and cash management accounts.

Australian Shares

After research and due diligence, these include listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Fixed Interest

These include deposits in Australian and overseas banks, building societies, lending institutions, cash management accounts, government and non-government bonds, bank bills, debentures, corporate notes and specialist fixed interest funds.

International Shares

After research and due diligence, these include investments directly or indirectly in listed and unlisted shares from around the world including listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Property

This includes direct residential and commercial real estate, both direct and indirect investments in listed and unlisted property trusts and property securities funds.

Derivatives

Derivatives are financial contracts, or financial instruments, whose prices are derived from the price of something else (known as the underlying). The underlying price on which a derivative is based can be that of an asset (e.g., commodities, equities (stocks), residential mortgages, commercial real estate, loans, bonds), an index (e.g., interest rates, exchange rates, stock market indices, consumer price index (CPI), inflation derivatives, or other items).

Structured Products

This includes products that cover a diverse set of investment categories outside traditional bonds and shares and can be considered as having a typically higher risk/ return profile, or other features that provide some complexity to the investment. These products that are derived from and/or based on a single security or securities, a basket of stocks, an index, a commodity, debt issuance and/or a foreign currency, among other things and include index and equity linked notes, term notes and units generally consisting of a contract to purchase equity and/or debt securities at a specific time.

Art

This includes Emerging Artists, Mid-Career Artists and Blue-chip Artists. A rising artist generally does not have any auction record though their artworks are exhibited and collected by a number of famous art galleries. Mid-career artists are already established in their careers and have a promising auction history. Blue-chip artists are holding national significance and their art works are collected and auctioned by most all art galleries.

Insurance

The trustees have reviewed the need to hold a contract insurance for members of the fund and have determined that insurance is not currently required in compliance with the directives contained within SIS Act 1994 Regulation 4.09 (2)(e)

Review

The Trustees undertake to review this strategy on a continual basis and will regularly revisit the objectives and strategies of the fund consistent with the needs of members and will as a minimum review the fund's investment strategy annually.

Signed by the Trustee(s)

Name of Trustee..... *Brenton Camac*

Signed
..... *B Camac*

Name of Trustee.....

Signed
.....



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

XBC Superannuation Fund

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

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

TRUSTEE DUTIES

I understand that by law I must at all times:

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

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

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

Investment restrictions

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

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

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

Accepting contributions and paying benefits

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

Administration

I understand that the trustees of the fund must:

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

DECLARATION

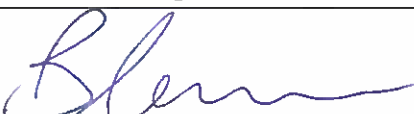
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

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

Trustee's or director's name

Brenton Camac

Trustee's or director's signature




Date

Day: 19 / Month: 02 / Year: 2021

Witness' name (witness must be 18 years old or over)

Emily Cooper

Witness' signature



Date

Day: 19 / Month: 02 / Year: 2021

SUPERANNUATION FUND DEED

XBC Superannuation Fund

XBC Capital Management Pty Ltd ACN 648 006 802
(Trustee)

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Date

This deed is made on 17/02/2021

Parties

Name	XBC Capital Management Pty Ltd ACN 648 006 802 ('Trustee')
Address	Suite 7193, 190 Hutt Street, Adelaide SA 5000

Name	Brenton Paul Camac ('Member')
Address	Suite 7193, 190 Hutt Street, Adelaide SA 5000

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 "XBC Superannuation 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.

Operative Terms

1 Definitions

Term	Meaning
Account	an account established by the Trustee for the purpose of administering the Fund or calculating the Benefits payable in respect of a Member or for any other purpose under this Deed
Account-Based Pension	has the meaning given in sub-regulation 1.03(1) of the SIS Regulations
Allocated Pension	a Pension that complies with sub-regulation 1.06(4) of the SIS Regulations
Auditor	an approved auditor within the meaning of the Relevant Law being the auditor appointed by the Trustee from time to time to audit the Fund
Beneficiary	a person (including a Member or a former Member) beneficially entitled to a Benefit from the Fund
Benefit	the benefits payable or that may be payable to a Member or his Dependants or any other person under this Deed or the Relevant Law
Commencement Date	the date of this Deed
Deed	this Deed
Dependant	<ul style="list-style-type: none"> a) a Member's spouse and, where there is more than one person who fits that description, the person determined by the Trustee to be the Member's spouse; b) a Member's child including any person who is, in the Trustee's opinion, maintained as a child by the Member; c) any other person whom the Trustee considers to be substantially financially dependant on the Member at the relevant time; and d) any other person considered to be a dependant under the Relevant Law
Eligible Fund	a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law

Term	Meaning
Eligible Person	any person who is eligible to become a member of a self managed superannuation fund under the Relevant Law
Financial Year	<ul style="list-style-type: none"> a) the period from the Commencement Date to the following 30 June; b) the period from each subsequent 1 July to each following 30 June before the termination of the Fund; c) the period from the last 1 July before the termination of the Fund to the date of termination of the Fund; and d) such other period ending on such other date as the Trustee may from time to time determine
Fund	all of the assets from time to time held by the Trustee in the trusts established by this Deed
Member	a person who has been admitted to membership of the Fund and has not ceased membership of the Fund
Old-Age Pension	has the meaning given in section 10 of the SIS Act
Pension	has the meaning given in section 10 of the SIS Act
Pension Standards	<ul style="list-style-type: none"> a) for an Account-Based Pension, the standards in sub-regulation 1.06(9A) of the SIS Regulations; b) for an Allocated Pension, the standards in sub-regulation 1.06(4) of the SIS Regulations; c) for a Transition to Retirement Income Stream, the standards in the definition of that term in sub-regulation 6.01(2) of the SIS Regulations; and d) for any other Old-Age Pension, the relevant standards contained in the SIS Regulations

Term	Meaning
Relevant Law	<p>that legislation which must be complied with, or that the Trustee considers desirable to comply with, in order for the Fund to be a regulated and complying self managed superannuation fund or such other fund (whether by another name) that is entitled to concessional treatment for Taxation purposes. That legislation may include:</p> <ul style="list-style-type: none"> a) the SIS Act; b) the SIS Regulations; c) the <i>Superannuation (Financial Assistance Funding) Levy Act 1993</i> (Cth); d) the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth); e) the <i>Superannuation (Rolled-Over Benefits) Levy Act 1993</i> (Cth); f) the <i>Superannuation Entities (Taxation) Act 1987</i> (Cth); g) the <i>Superannuation Supervision Levy Act 1991</i> (Cth); h) the <i>Income Tax Assessment Act 1936</i> (Cth); i) the <i>Income Tax Assessment Act 1997</i> (Cth); and j) any other legislation, requirements, standards, guidelines, rulings or announcements
Review Date	the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
SIS Regulations	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth)
Taxation	includes income tax (including capital gains tax, tax on eligible termination payments and tax on contributions), payroll tax, land tax, goods and services tax, stamp duty and any other taxes or duties
Transition to Retirement Income Stream	has the meaning given by sub-regulation 6.01(2) of the SIS Regulations
Trustee	the trustee(s) for the time being of the Fund

2 Rules of interpretation

- a) Any provision of this Deed must be read down to the extent necessary to be valid. If that is not possible, it must be severed. All other provisions of this Deed are unaffected.
- b) A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.
- c) In this Deed unless the contrary intention appears:
 - (i) a person includes any other legal entity and vice versa;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a gender includes all other genders;
 - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
 - (v) a clause or annexure is a clause of or an annexure to this Deed;
 - (vi) a reference to a document is to that document as amended or varied;
 - (vii) any legislation includes any subordinate legislation and amendments;
 - (viii) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
 - (ix) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form; and
 - (x) 'including', or similar words, does not limit what else might be included.

Headings are for convenience and do not affect the interpretation of this Deed.

3 Relevant Law

3.1 Inconsistency

Any provision of this Deed that is inconsistent or conflicts with the Relevant Law or prevents the Trustee from complying with the Relevant Law must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

3.2 Power to act in accordance with Relevant Law

The Trustee has the power to do all acts and things, or to omit to do such acts and things, as the Trustee considers necessary, desirable or expedient for the Fund to comply with the Relevant Law.

3.3 Deemed inclusion of Relevant Law

Notwithstanding any provision of this Deed, any clause or provision that must be included in this Deed from time to time in order for the Fund to comply with the Relevant Law is deemed to be included in this Deed as if every such provision was set out in this Deed, but only for so long as that deemed inclusion is necessary for the Fund to comply with the Relevant Law.

4 The Fund

4.1 Establishment

By this Deed the Trustee establishes the XBC Superannuation Fund.

4.2 Fund vested in Trustee

- (a) The Fund will be vested in the Trustee.
- (b) The Trustee will at all times hold, control and manage the Fund in accordance with the provisions of this Deed.
- (c) No Member will have any beneficial interest in the Fund or any asset of the Fund.

4.3 Purpose

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 pension and maintained solely for one or more of the purposes laid out in section 62 of the SIS Act.

5 Trustee

5.1 Number of Trustees

- (a) Where the Trustee consists of a constitutional corporation, there will only be one Trustee.
- (b) Where the Trustee consists of natural persons, there may be any number of Trustees subject to any minimum and maximum number prescribed by the Relevant Law.

5.2 Appointment and removal

- (a) Members may at any time by deed:
 - (i) remove any Trustee who is not a Member or a person acting as Trustee pursuant to clauses 5.2(c) to 5.2(f);
 - (ii) appoint any person in that Trustee's place; and/or
 - (iii) appoint any person as an additional or replacement Trustee.
- (b) A Trustee will continue to hold office until the Trustee:
 - (i) resigns by notice to the Members;
 - (ii) if a natural person, dies;
 - (iii) if a natural person, becomes incapable of performing his duties as Trustee;
 - (iv) if a company, becomes an externally administered body corporate (as defined in the *Corporations Act 2001 (Cth)*) or has a provisional liquidator appointed;
 - (v) is removed from office by the Members pursuant to the provisions of this Deed or the Relevant Law; or
 - (vi) becomes a disqualified person under the Relevant Law.
- (c) Subject to any restrictions imposed by the Relevant Law, if a Member dies:

- (i) the deceased Member's legal personal representative may act as a Trustee in place of the deceased Member for so long as the Relevant Law allows; and
 - (ii) for the purpose of this clause 5.2(c) the 'legal personal representative' of a deceased Member includes the executor named in the Will of the deceased Member whether or not a grant of Probate has been issued or will be sought in relation to the deceased Member's estate.
- (d) If a Member is under a legal disability, that Member's legal personal representative may act as Trustee in his place.
 - (e) If a Member is under a legal disability because of age, and the Member does not have a legal personal representative, the Member's parent or guardian may act as Trustee on behalf of the Member.
 - (f) A Trustee may, by enduring power of attorney, appoint another person to act as Trustee in his place.
 - (g) Where the Trustee consists of a constitutional corporation, the Members will do all things necessary to ensure that the appointment and removal of directors of the Trustee is governed in a manner substantially similar to clauses 5.2(c) to 5.2(f).
 - (h) Section 14(2)(c) of the *Trustee Act 1936* (SA) does not apply to this Deed.

5.3 Trustee meetings

- (a) Any Trustee may at any time convene a Trustees' meeting by notice to the other Trustees.
- (b) The Trustee that convenes the Trustees' meeting will be the chairman of the meeting unless all of the Trustees agree otherwise.
- (c) A Trustees' meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- (d) Subject to the provisions of this Deed, the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- (e) A quorum for a meeting of Trustees is two Trustees unless there is only one Trustee, when a quorum is that Trustee.

5.4 Decisions of Trustees

- (a) Each Trustee has one vote and questions arising at a Trustees' meeting will be decided by a majority of the Trustees present and voting.
- (b) If there are an equal number of votes for and against a resolution the chairman of the Trustees' meeting will have the casting vote.

5.5 Minutes

- (a) The Trustees must record their decisions in written minutes, signed by the chairman of the Trustees' meeting.
- (b) Signed minutes are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

5.6 Written resolutions

A resolution in writing signed by all of the Trustees (or if the Trustee is a constitutional corporation, a resolution signed by all of the directors of the Trustee) will:

- (a) have the same effect and validity as a resolution of all the Trustees present and voting at a Trustees' meeting; and
- (b) be deemed to have been passed on the day on which the document was last signed by a Trustee (or if the Trustee is a constitutional corporation, by a director), notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy, telex, or facsimile transmission.

5.7 Conflict of interest

- (a) A Trustee and any firm, body or entity in which a Trustee has a direct or indirect interest may in any capacity:
 - (i) enter into any contracts or arrangement with the Fund;
 - (ii) be appointed to and hold any office or place of profit under the Trustees, other than the office of Auditor; and
 - (iii) act in a professional capacity, other than as the Auditor, for the Fund,

and may receive and retain for his own benefit any remuneration, profits or benefits as if he was not a Trustee.

- (b) Every Trustee must disclose his interest to the other Trustees.
- (c) The failure by a Trustee to make disclosure under this clause 5.7 does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- (d) A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee has a direct or indirect interest.

5.8 Validity of acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or a person appointed as a Trustee was a disqualified person for the purposes of the Relevant Law.

5.9 Constitution

The Trustee must, if a constitutional corporation, ensure that its Constitution is consistent with any applicable requirements of the Relevant Law.

6 Trustee's duties

The Trustee (and if the Trustee is a constitutional corporation, the directors of the Trustee) must:

- (a) act honestly in all the Trustee's dealings with the Fund;
- (b) exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- (d) keep the money and other assets of the Fund separate from any money and assets of the Trustee; and
- (e) not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers in respect of the Fund.

7 Trustee's powers

7.1 All powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner and so as to comply with the Relevant Law, including:

- (a) entering into and executing all contracts, deeds and documents and doing all such matters and things as it considers expedient for the purpose of carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
- (b) giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- (c) instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a benefit from the Fund;
- (d) borrowing or lending money and securing the repayment of that money in any manner and upon any terms, with or without security which the Trustee may consider advisable;
- (e) insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- (f) paying out of the Fund all expenses of and incidental to the management and administration of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to this Deed;
- (g) giving receipts and releases or discharges of any other kind in relation to any debts owed to the Fund; and

- (h) indemnifying or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members or other persons entitled in respect of the Fund.

7.2 Absolute discretion

- (a) The Trustee, in the exercise of the authorities, powers and discretions given to it under this Deed, has an absolute and unfettered discretion and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed.
- (b) The Trustee may also in its absolute discretion waive any requirement of this Deed in respect of any Member.

7.3 Delegation

The Trustee may delegate and vary or remove any delegation to any person, on such terms as the Trustee may think fit, any of the authorities, powers and discretions conferred upon the Trustee by this Deed or the Relevant Law.

7.4 Remuneration

- (a) The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee.
- (b) Subject to the Relevant Law, nothing in this Deed will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the *Corporations Act 2001* (Cth)) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

7.5 Confidentiality

The Trustee will regard as strictly confidential so far as practicable all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this Deed, or anything relating or incidental to it.

7.6 Dependants and other beneficiaries

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

7.7 Indemnity

The Trustee (and if a constitutional corporation, each of its directors) will be indemnified out of the Fund against all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

7.8 Release

The Trustee (and if a constitutional corporation, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the

trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

7.9 Limited indemnity and release

Nothing in this Deed has the effect of giving the Trustee (and if a constitutional corporation, each of its directors) an indemnity or release in respect of any liability:

- (a) for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or
- (b) for a monetary penalty under a civil penalty order.

7.10 Trustee's lien

The Trustee will have, to the extent permitted by law, a lien on and over the assets of the Fund for the purpose of satisfying the indemnities given to the Trustee under this Deed and the Relevant Law.

8 Membership

8.1 Admission

The Trustee may in its absolute discretion admit any Eligible Person who has lodged with the Trustee an application for membership, in such form as the Trustee may require, to membership of the Fund.

8.2 Bound by this Deed

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

8.3 Variation of membership terms

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

8.4 Information to new Members

The Trustee must, as soon as practicable after the admission of a Member, give to that Member any information required by the Relevant Law.

8.5 Trustee's requirements

A Member must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee deems necessary in order for the Trustee to satisfy itself that such person is entitled to a Benefit from the Fund.

8.6 Cessation

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
 - (i) transferred to another fund pursuant to **clause 10**; or
 - (ii) paid to the Member pursuant to **clause 0**.

9 Contributions to the Fund

9.1 Employer contributions

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund from a Member's employer as may be agreed from time to time between the Trustee, the Member and the employer.

9.2 Member contributions

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund as a Member may wish to make from time to time.

9.3 Manner and timing of contributions

The Trustee may determine the manner and timing of contributions to be accepted from a Member or a Member's employer.

9.4 Contributions

The Trustee:

- (a) may accept contributions from any person in respect of a Member to the extent permitted by the Relevant Law;
- (b) must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law; and
- (c) may refuse to accept such contributions as the Trustee deems appropriate.

9.5 Form of contributions

- (a) Contributions may be made either in cash or by transfer to the Trustee of an asset in specie or by any other means authorised by the Relevant Law.
- (b) If a contribution is made by the transfer of an asset to the Trustee:
 - (i) the amount of the transfer will be the market value of that asset determined by the Trustee at the time of its transfer; and
 - (ii) the other terms and conditions of the transfer will be as determined by the Trustee.

10 Transfers to and from other funds

10.1 Transfers to other funds

- (a) If requested by a Member, the Trustee may pay or transfer all or part of the Member's Benefits to an Eligible Fund, provided that the payment or transfer is not in breach of the Relevant Law.
- (b) If a Member ('Requesting Member') makes a request ('Transfer Request') pursuant to **clause 10.1(a)** of this Deed, the Trustee must resolve within one month whether or not to accept the Transfer Request.
- (c) If the Trustee does not accept the Transfer Request, the Requesting Member may, by one month's notice to each of the other Members, call a meeting of the Members to reconsider the Transfer Request.

- (d) A quorum for a Members' meeting will be two Members unless there is only one Member, when a quorum is that Member.
- (e) The chairman of the meeting will be the Requesting Member unless all of the members agree otherwise.
- (f) Any Member may appoint a proxy to vote on that Member's behalf.
- (g) If there are an equal number of votes in favour of and against accepting the Transfer Request, the chairman will have the casting vote.
- (h) If a majority of votes at the meeting of members are in favour of accepting the Transfer Request, the Requesting Member must notify the Trustee ('Notice') of that decision within one month.
- (i) The Members' decision in relation to a Transfer Request is binding on the Trustee.
- (j) The Trustee must pass all resolutions and do all acts necessary to give effect to the Transfer Request within one month of receiving the Notice unless the Requesting Member agrees otherwise.

10.2 Transfer by Trustee

The Trustee may of its own initiative pay or transfer the whole or part of a Member's Benefits to an Eligible Fund in such circumstances as may be permitted or required by the Relevant Law, whether or not the Member has requested or consented to such payment or transfer.

10.3 Benefits cease

The payment or transfer of a Member's Benefits to an Eligible Fund satisfies the Member's entitlement to those Benefits to the extent of the amount so paid or transferred. The receipt of such an amount by the Trustee of the other Eligible Fund completely discharges the Trustee for any liability in respect of that amount. The Trustee will have no responsibility to see to the application of that amount.

10.4 Transfers from other funds

If a Member requests, the Trustee may accept the transfer of money or assets from an Eligible Fund. The Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets so received.

11 Investment portfolios

11.1 Selection of investment portfolios

- (a) Subject to the Relevant Law, the Trustee may allow a Member to select the investments for that Member's investment portfolio and the proportions of those investments.
- (b) The Trustee may restrict or impose conditions on that selection.

11.2 No selection

If a Member does not select an investment portfolio, the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.3 Variation or redemption

- (a) A Member may request the Trustee to vary or redeem any part of that Member's investment portfolio, as allowed by the Relevant Law.
- (b) The Trustee may (whether or not it is requested to do so) vary or redeem any part of an investment portfolio.

11.4 Delay or refusal

- (a) The Trustee may:
 - (i) delay in establishing, varying or redeeming any part of an investment portfolio; or
 - (ii) refuse to establish, vary or redeem any part of an investment portfolio.
- (b) If the Trustee delays in establishing, or refuses to establish, any part of an investment portfolio the Trustee must invest the balance of the Member's Account in accordance with this Deed.

11.5 Trustee may cease investment portfolio

- (a) The Trustee may cease any Member's investment portfolio. The Trustee must notify that Member that it has ceased its investment portfolio.
- (b) If the Trustee ceases a Member's investment portfolio the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.6 No liability

The Trustee is not liable to compensate a Member for any loss incurred in exercising or not exercising any of its powers under this clause 11.

11.7 No separate trust funds.

Investment portfolios are not separate trust funds.

12 Fund Accounts

12.1 Fund Accounts

The Trustee will keep such Accounts and reserves as the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefits payable to each Member.

12.2 Member Accounts

The Trustee must keep separate Accounts for each Member and, if desirable, keep in respect of each Member such separate Accounts as the Trustee considers necessary or desirable for any one or more of the following purposes:

- (a) differentiating between contributions made by the Member and contributions made for the benefit of the Member by an employer or any other person;
- (b) differentiating between the Member's preserved and non-preserved benefits;
- (c) calculating the Member's minimum benefits within the meaning of the Relevant Law;
- (d) identifying those monies and assets which are funding the Member's retirement benefits;
- (e) enabling the Member to have more than one pension; and

- (f) such other purpose as the Trustee considers appropriate.

12.3 Crediting Member's Accounts

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

- (a) contributions received from the Member or any other person in respect of the Member;
- (b) any amounts transferred to or from an Eligible Fund;
- (c) if the Relevant Law permits, any amount transferred from or to the Member to or from the account of a spouse (as defined by section 10 of the SIS Act) either in this Fund or an Eligible Fund;
- (d) the income of the Fund at a rate determined by the Trustee pursuant to **clause 13.5**;
- (e) any Taxation, costs, expenses or liabilities in relation to the contributions received in respect of the Member including excess contributions tax;
- (f) any Taxation, costs, expenses or liabilities of the Fund that the Trustee considers appropriate;
- (g) any premiums and other expenses of any insurance policies in respect of the Member;
- (h) such proceeds, bonuses or rebates under any insurance policies as the Trustee determines; and
- (i) any other amounts that the Trustee considers appropriate.

12.4 Investment fluctuation Account

The Trustee may establish such Accounts for the purposes of smoothing any fluctuations in the value and earnings of investments of the Fund and for such other purposes as the Trustee may consider appropriate.

12.5 Reserves

The Trustee may establish reserves for the purposes of making provision for any existing or prospective liability for Taxation or any other liability or for any other purpose the Trustee considers appropriate in the course of administration of the Fund, including reserves for:

- (a) assets set aside to fund the pension of a Member;
- (b) forfeited Benefits;
- (c) contributions made on account of a specific group of Members;
- (d) earnings not allocated to Members' Accounts;
- (e) any proceeds, bonuses or rebates under an insurance policy not allocated to Member's Accounts; and
- (f) any amount left in a Member's Account after all benefits have been paid to the Member.

13 Investments

13.1 Strategy

The Trustee must formulate and give effect to an investment strategy that has regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to the Fund's objectives and cash flow requirements;
- (b) the composition of the Fund's investments as a whole, including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- (d) the ability of the Fund to discharge its existing and prospective liability; and
- (e) all other circumstances of the Fund and any other factor or matter the Trustee considers appropriate to have regard to.

The Trustee must notify Members of the investment strategy if required by the Relevant Law.

13.2 Authorised investments

The Trustee may invest all or so much of the moneys forming part of the Fund from time to time as is not required immediately for the payment of Benefits or other amounts authorised by this Deed in any investment whatsoever which the Trustee considers appropriate and which is authorised by the Relevant Law.

13.3 Power to sell and vary investments

The Trustee will have power as it sees fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed.

13.4 Investment income

- (a) The Trustee must at the Review Date:
 - (i) value all of the assets of the Fund; and
 - (ii) determine all the net income and net capital gains of the Fund in respect of the period since the last Review Date, whether realised or unrealised, and after deducting any capital losses and such allowance for expenses and Taxation as the Trustee considers appropriate.
- (b) If, within 30 days of a Review Date, the Trustees have not determined the value of an asset, any Trustee or any director of a corporate Trustee may request the Trustee to fix the value of the asset pursuant to **clause 13.4(c) to 13.4(g)**.
- (c) As soon as practicable after receipt of a request pursuant to **clause 13.4(b)**, the Trustee must appoint a valuer ('Valuer') to fix the value of the asset. The Valuer must:
 - (i) be suitably qualified to carry out a valuation of the nature and dimension required;
 - (ii) have evidenced his ability to produce credible work;
 - (iii) have at least five years experience in the valuation and analysis of assets similar to the asset;

- (iv) have an extensive knowledge of discounted cash flow analysis;
 - (v) have the ability to meet time requirements; and
 - (vi) have no pecuniary interest that could reasonably be regarded as being capable of affecting his ability to give an unbiased opinion.
- (d) The Valuer will receive written and verbal submissions from the Trustees or the directors of the Trustee within the time appointed by the Valuer. The Valuer will give reasonable consideration to such submissions before making a determination.
- (e) The asset value will be that sum which in the Valuer's opinion is the fair market value of the asset at the Review Date:
- (i) assuming a willing buyer and a willing seller;
 - (ii) assuming a reasonable period within which to negotiate the sale taking into account the nature of asset and the state of the market;
 - (iii) assuming the asset will be freely exposed to the market with reasonable publicity; and
 - (iv) on the basis that no account is taken of the interest of a special buyer.
- (f) The Valuer will act as an expert and not as an arbitrator. The Valuer's decision as to the value of the asset will be final.
- (g) The Trustee will pay the Valuer's costs of determining the value of the asset from the Fund.

13.5 Fund earning rate

At each Review Date, the Trustee must also determine the rate at which the income of the Fund is to be credited or debited to Member Accounts, any investment fluctuation account and other Accounts and reserves established by the Trustee, having regard to the following considerations:

- (a) whether the Member has established an investment portfolio;
- (b) the amount of income for the Financial Year ending on the relevant Review Date;
- (c) the amount of income expected for the subsequent Financial Year;
- (d) the amount of income credited to the Member's Accounts in previous Financial Years;
- (e) the amount of Taxation, costs and other liabilities of the Fund;
- (f) the investment strategy of the Fund; and
- (g) such other matters as the Trustee considers relevant.

13.6 Interim Fund earning rate

The Trustee may from time to time during a Financial Year determine an interim rate at which the income of the Fund is to be credited or debited to a Member's Accounts for the purpose of calculating the Member's Benefits.

14 Benefits

14.1 When payable

- (a) A Member's Benefit becomes payable if:
 - (i) the Member retires in the circumstances prescribed by the Relevant Law for the release of preserved and non-preserved Benefits;
 - (ii) the Member retires on the ground of permanent incapacity (within the meaning under the Relevant Law);
 - (iii) the Member requests payment and the Relevant Law allows that payment;
 - (iv) the Member dies; or
 - (v) such other event occurs that requires the Benefit to be paid pursuant to the Relevant Law.
- (b) If a benefit becomes payable to a Member under **clause 14.1** the Member may request that the Trustee retain all or part of the Member's Benefit in the Fund. The Trustee may accept the Member's request on any terms and conditions it wishes to impose but must commence to pay a Benefit to a Member when required by the Relevant Law.

14.2 Method of payment

Subject to **clause 14.3**, a Benefit may be paid:

- (a) in a lump sum;
- (b) by way of Pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) any combination of the above.

14.3 Pension

- (a) If the Trustee is not a constitutional corporation any Benefit payable under this Deed must be paid in the form of a Pension or in any other form that complies with the Relevant Law.
- (b) At the written request of a Member receiving a Pension or a Member who will be receiving a Pension in the future, the Trustee may commute all or part of the Pension to a lump sum.

14.4 Pension rules

- (a) Subject to the SIS Regulations, the Trustee must pay a Pension Benefit to a Beneficiary in the form of:
 - (i) an Allocated Pension;
 - (ii) an Account-Based Pension;
 - (iii) a Transition to Retirement Income Stream;
 - (iv) a Pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide Pension Benefits to Members; or

- (v) such other form of Old-Age Pension as is permitted by the SIS Regulations.
- (b) The Trustee and the Beneficiary may agree which form of Pension is to be paid.
- (c) A Pension Benefit is subject to, and must be paid in accordance with, the relevant Pension Standards.
- (d) The Trustee may alter the amount or frequency of a Beneficiary's Pension as permitted by the relevant Pension Standards.

14.5 Death Benefits

14.5.1 General

If a Member dies, the Trustee must pay the Member's Benefit:

- (a) in accordance with the Member's binding death benefit nomination (if any) made under **clause 14.5(a)** unless the Trustee has rejected the binding death nomination pursuant to **clause 14.5(a)(i)**;
- (b) if that Member did not have a binding death benefit nomination, to one or more of that Member's Dependants or legal personal representatives in the manner, at the times, by such instalments and in such proportions determined by the Trustee in its absolute discretion, taking into consideration the Member's non-binding death benefit nomination (if any) made under **clause 14.5.2**; or
- (c) if the Trustee is, after reasonable enquiry, unable to locate any Dependants or legal personal representatives of the Member, in accordance with **clause 15**.

14.5.2 Non-binding death benefit nomination

- (a) A Member may make a non-binding death benefit nomination by notifying the Trustee of a manner in which the Member would prefer his benefit to be distributed upon his death between his Dependants and/or legal personal representative.
- (b) The Trustee may require a Member to complete a new non-binding death benefit nomination at any time.
- (c) A non-binding death benefit nomination is or becomes invalid if:
 - (i) the Relevant Law does not permit the Trustee to follow it;
 - (ii) the Member completes a later non-binding death benefit nomination; or
 - (iii) the Member makes a binding death benefit nomination under **clause 14.5.3**

14.5.3 Binding death benefit nomination

- (a) A Member may make a binding death benefit nomination by notifying the Trustee in a form binding upon the Trustee in accordance with the Relevant Law of the manner in which the Member's benefits are to be distributed upon his or her death between his or her Dependants and/or legal personal representative.
 - (i) A binding death benefit nomination can apply for a defined period of time or can apply indefinitely ('Non Lapsing Nomination').
 - (ii) A Non Lapsing Nomination must express to be binding until such time as it has been replaced by a subsequent valid binding death benefit nomination.

- (iii) If a Member is or is deemed to be under a legal disability any binding death benefit nomination they have previously made can be renewed by the duly appointed Attorney of the Member.
- (iv) No binding death benefit nomination can be revoked or altered except by the execution of a subsequent valid binding death benefit nomination by the Member.
- (b) The Trustee may reject a binding death benefit nomination on any grounds provided the Trustee notifies the Member of the rejection within 10 days of the Trustee receiving the binding death benefit nomination. If the Trustee rejects a binding death benefit nomination then:
 - (i) the Trustee is not bound to pay a Member's Benefits in accordance with that binding death benefit nomination; and
 - (ii) the Member may make another binding death benefit nomination.
- (c) The Trustee may require a Member to make a new binding death benefit nomination at any time.

14.5.4 Method of Payment

Subject to the Relevant Law, a Death Benefit payable under this clause 14.5 may be paid:

- (a) in a lump sum;
- (b) by way of a pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) by any combination of the above.

14.6 Conditions

The payment of any Benefit under this Deed is subject to the Trustee receiving such information or documents or evidence as the Trustee considers necessary, and the person to whom the Benefit is to be paid executing such documents and doing such things as the Trustee considers necessary.

14.7 Taxation on Benefits

The Trustee may deduct from any Benefit payable any Taxation that is payable or that the Trustee considers to be payable.

14.8 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit in respect of a Member who fails to provide any information (or if any information provided is incorrect, misleading or deliberately withheld) or who otherwise fails to comply with the provisions of this Deed or the requirements of the Relevant Law.

14.9 Transfer of assets

If a Benefit is paid by the transfer of an asset of the Fund, the value of the asset will be determined by the Trustee in its absolute discretion as at the date of transfer. That amount will be deducted from the Member's Benefit and the Trustee shall not be bound to see to the application of that amount.

14.10 Preserved Benefits

Nothing in this Deed requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

15 Forfeiture of Benefits

15.1 Conditions of forfeiture

Subject to the Relevant Law, a Member forfeits his Benefit if any one or more of the following occurs:

- (a) the Member assigns, charges, or attempts to assign or charge any benefit;
- (b) the Member is, in the opinion of the Trustee, incapable of managing his affairs;
- (c) the Member's Benefit becomes payable to, or vested in, any other person, whether by his own act, operation of law, order of Court or otherwise;
- (d) the Member cannot be found by the Trustee after reasonable inquiry for a period of at least three years since the last contact between the Member and the Trustee; or
- (e) the Member dies and the Trustee is, after reasonable inquiry, unable to locate any Dependants or legal personal representative of the Member.

15.2 Application of forfeited Benefits

The Trustee may deal with any forfeited Benefit in one or more of the following ways:

- (a) for or towards the maintenance, education, advancement or otherwise for the benefit of the Member or his Dependants or any one of them in such proportions as the Trustee thinks fit, and in such form and manner and subject to such terms and conditions as the Trustee thinks fit; and
- (b) for or towards any other person or other purpose that is permitted by the Relevant Law.

16 Costs and expenses and Taxation

16.1 Costs and expenses

- (a) Except as otherwise expressly provided in this Deed, all costs, charges and expenses incurred in connection with the preparation, establishment, maintenance, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.
- (b) The Trustee may debit Member Accounts, reserves and any other Accounts in such manner as it considers appropriate to reflect the payment of, or the making of, any provision for any such costs, charges and expenses.

16.2 Taxation

The Trustee will not be liable to account to any Member or any other person for any payments made by the Trustee in good faith to:

- (a) the Commonwealth of Australia or any State or Territory, or any other country or part of a country for Taxation or any other charges upon the Fund; or

- (b) on account of the retention of any moneys or assets in the Fund to meet any prospective liability on the part of the Trustee in relation to the Fund to such fiscal authority, notwithstanding that any such payment or provision need not have been made.

17 Records

17.1 Records and accounts to be kept

The Trustee must:

- (a) keep full and comprehensive minutes of all Trustee meetings;
- (b) keep account of all moneys received for, and disbursed from, the Fund and of all dealings in connection with the Fund;
- (c) collect and pay promptly into a bank or other Account of the Fund all moneys from time to time due to the Fund;
- (d) keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law and make suitable arrangements for custody of documents relating to the investments of the Fund; and
- (e) prepare accounts and statements in relation to the Fund as at the end of the Financial Year in accordance with the Relevant Law.

17.2 Audit

The Trustee may appoint and remove an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee in respect of such audit within the time specified by the Relevant Law.

17.3 Disclosure

The Trustee must provide to Members such documents and information as the Relevant Law requires the Trustee to provide.

18 Termination of the Fund

18.1 Termination

The Fund will terminate on such date as the Trustee determines in the following circumstances:

- (a) if it appears to the Trustee that the Fund is unable to pay its debts as and when they become due and payable and the Trustee resolves to terminate the Fund;
- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) if the Members, by unanimous resolution, ask the Trustee to terminate the Fund.

18.2 Application of assets

The Trustee must, subject to the Relevant Law, apply the assets of the Fund in the following priority:

- (a) towards the costs of administering and winding up the Fund;
- (b) in paying or transferring Members' Benefits in accordance with this Deed; and
- (c) any balance to Members, Dependants, former Members, deceased Members or legal personal representatives, in such proportions as the Trustee in his discretion determines is appropriate, and the receipt by any such person is in full discharge of any claims in respect of the Fund.

19 Amendments

19.1 By deed

The Trustee may at any time, and from time to time, by deed or resolution add to, amend, alter, modify, vary or delete any provision of this Deed with immediate, prospective or retrospective effect to such extent as the Relevant Law permits.

19.2 Notice to Members

The Trustee must promptly give the Members notice of any such amendment if required pursuant to the Relevant Law to do so.

20 Trustee Act

To the extent permitted, section 35B of the Trustee Act 1936 (SA) does not apply to the Fund.

21 Other acts

Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

22 Costs

The Trustee must pay the costs (including stamp duty) payable in respect of this Deed.

23 Consents, requests and notices

- (a) A consent, request or notice must be in writing and executed by the person giving it or their agent. It may be given:
 - (i) by pre-paid post to the address notified to all parties;
 - (ii) by facsimile transmission to the facsimile number notified to the other parties; or
 - (iii) by any other means allowed by law.
- (b) A consent, notice or request, if validly given, is deemed to have been received:
 - (i) on the third business day after posting;
 - (ii) on the next business day after transmission by facsimile; or
 - (iii) at any other time allowed by law.

24 Governing law

The laws in South Australia govern this Deed. The parties submit to the jurisdiction of the Courts of South Australia and the Federal Court of Australia (Adelaide Registry).

25 Dealing with rights and obligations granted by this Deed

The rights and obligations under this Deed:

- (a) are personal and cannot be assigned or charged without the prior consent of all parties;
- (b) cannot be waived except by express notice specifying the waiver;
- (c) are in addition to and do not effect any other rights that party may have; and
- (d) will not merge with any act done to complete or perform this Deed.

26 Parties

- (a) A party includes the party's successors and permitted assigns.
- (b) This Deed confers no rights or obligations upon any person who is not a party.
- (c) An agreement, representation, or warranty:
 - (i) (on the part of two or more persons binds them jointly and severally; and
 - (ii) in favour of two or more persons is for the benefit of them jointly and severally.



27 Time

- (a) Time means South Australia time.
- (b) A month means a calendar month.
- (c) A business day means any day that is not a Saturday, Sunday or public holiday in South Australia. If an act must be done on a day that is not a business day, it may be done on the next business day.
- (d) Where time is to be calculated from a day or event, that day or the day of that event *must* be excluded from that calculation.
- (e) Unless stated otherwise, time is of the essence.

28 Execution

- (a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one Deed. A signed counterpart may be delivered by facsimile.
- (b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

Executed as a deed.

Executed by XBC Capital Management Pty Ltd ACN 648 006 802 in accordance with section 127 of the Corporations Act 2001 (Cth)	
	
_____ Signature of Director	_____ Date of Signing

Resolution

Trustee: **XBC Capital Management Pty Ltd ACN 648 006 802**

SMSF: **XBC Superannuation Fund**

Proceedings: A superannuation fund deed prepared by Evan Richards & Associates

The Deed was considered by the director.

Resolutions:

It was resolved as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **XBC Superannuation Fund** to provide benefits for the Member on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Director in favour of the resolutions:


.....

(Director's Signature)

Date of Signing: *19/2/21*

Application For Membership

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	Brenton Paul Camac
ADDRESS	Suite 7193, 190 Hutt Street, Adelaide SA 5000
DATE OF BIRTH	22/10/1969
PLACE OF BIRTH	Adelaide, SA
TAX FILE NUMBER	151548043

Signature 

Date 19/2/21

TFN Notification

Name:	Brenton Paul Camac
Address:	Suite 7193, 190 Hutt Street, Adelaide SA 5000
Date of Birth:	22/10/1969
Sex:	Male

I agree to provide my Tax File Number:

1	5	1	5	4	8	0	4	3	
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Signature 

Date 19/2/21 20

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

Binding Death Benefit Nomination Form

Name: Brenton Paul Camac

Address: Suite 7193, 190 Hutt Street, Adelaide SA 5000

Date of Birth: 22/10/1969

I, Brenton Paul Camac make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature:

Date: ____/____/20

I _____ declare that I have witnessed Brenton Paul Camac
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Brenton Paul Camac

Signature of Witness _____

I _____ declare that I have witnessed Brenton Paul Camac
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Brenton Paul Camac

Signature of Witness _____

Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof

