

THE CINDERLAKE SUPERANNUATION FUND

Bank Account Movements

For the period 1 July 2020 to 30 June 2021

Date	Description	Withdrawals	Deposits	Balance
Account: <u>Westpac Business Flexi #034-010 12-6649 (034-010 126649)</u>				
1/07/2020	Opening Balance			3,203.02
01/07/2020	TRANSACTION FEE	0.50		3,202.52
17/07/2020	PFA Distribution 0009579702		61.99	3,264.51
31/07/2020	INTEREST PAID		0.02	3,264.53
03/08/2020	TRANSACTION FEE	0.50		3,264.03
14/08/2020	PFA Distribution 0009579702		61.99	3,326.02
31/08/2020	INTEREST PAID		0.02	3,326.04
01/09/2020	TRANSACTION FEE	0.50		3,325.54
15/09/2020	PFA DISTRIBUTION 0009579702		61.99	3,387.53
23/09/2020	ENT PREMIUM 001252548361		10.02	3,397.55
30/09/2020	INTEREST PAID		0.02	3,397.57
01/10/2020	TRANSACTION FEE	1.00		3,396.57
15/10/2020	PFA DISTRIBUTION 0009579702		61.99	3,458.56
30/10/2020	INTEREST PAID		0.02	3,458.58
02/11/2020	TRANSACTION FEE	0.50		3,458.08
13/11/2020	PFA DISTRIBUTION 0009579702		61.99	3,520.07
30/11/2020	INTEREST PAID		0.01	3,520.08
01/12/2020	TRANSACTION FEE	0.50		3,519.58
15/12/2020	PFA DISTRIBUTION 0009579702		61.99	3,581.57
04/01/2021	TRANSACTION FEE	0.50		3,581.07
15/01/2021	CHPFA DIS 0009579702		61.99	3,643.06
01/02/2021	TRANSACTION FEE	0.50		3,642.56
16/02/2021	CHPFA DIS 0009579702		61.99	3,704.55
01/03/2021	TRANSACTION FEE	0.50		3,704.05
12/03/2021	TFR Westpac Bus		8,500.00	12,204.05
12/03/2021	Virtu Virtu Accountants LEV06S	8,540.00		3,664.05
15/03/2021	PFA Orig Dist 0009579702		61.99	3,726.04
17/03/2021	TAH ITM DIV 001256644015		137.70	3,863.74
30/03/2021	Business Banking FEE REFUND		1.00	3,864.74
01/04/2021	TRANSACTION FEE	2.50		3,862.24
01/04/2021	BPAY TAX OFFICE ATO	596.00		3,266.24
15/04/2021	PFA Orig Dist 0009579702		61.99	3,328.23
03/05/2021	TRANSACTION FEE	1.00		3,327.23
14/05/2021	PFA Orig Dist 0009579702		61.99	3,389.22
21/05/2021	TFR Westpac Bus		2,500.00	5,889.22
21/05/2021	BPAY TAX OFFICE ATO TAX	2,847.00		3,042.22
01/06/2021	TRANSACTION FEE	1.50		3,040.72
15/06/2021	PFA Orig Dist 0009579702		61.99	3,102.71
30/06/2021	TFR Westpac Bus Transfer		5,000.00	8,102.71
30/06/2021	Virtu Virtu Cinderlake	770.00		7,332.71
30/06/2021	TFR Personal Ch Super	3,912.00		3,420.71
30/06/2021	Closing Balance	16,675.00	16,892.69	3,420.71
Transactions : 40				

CINDERLAKE SUPERANNUATION FUND

(ABN: 70 484 806 324)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 17 June 2021	Residential Address: 44 Boyd Street Bowen Hills, QLD 4006
Member Number: LEVIEY0	Date of Birth: 3 August 1944
Mrs Yvonne Estelle Levien	Date Joined Fund: 28 June 1996
	Eligible Service Date: 28 June 1996
	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 2020	
Accumulation	3,810.76
Total as at 1 Jul 2020	3,810.76

Withdrawal Benefit as at 17 Jun 2021	
Accumulation	3,912.00
Total as at 17 Jun 2021	3,912.00

Your Tax Components

Tax Free	929.07
Taxable - Taxed	2,982.93
Taxable - Untaxed	-

Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	3,912.00

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

Non Binding Beneficiary Nomination

DEBRA ESTELLE WEISS - DAUGHTER - 50%
RODNEY BRUCE LEVIEN - SON - 50%

For Enquiries:

email elizabethm@virtusuper.com.au
mail Mrs Elizabeth Meiklejohn, 1454 Logan Road, MOUNT GRAVATT QLD 4122

CINDERLAKE SUPERANNUATION FUND

(ABN: 70 484 806 324)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 17 June 2021	Residential Address: 44 Boyd Street Bowen Hills, QLD 4006
Member Number: LEVIEY0	Date of Birth: 3 August 1944
Mrs Yvonne Estelle Levien	Date Joined Fund: 28 June 1996
Accumulation Account	Eligible Service Date: 28 June 1996
Accumulation	Tax File Number Held: Yes
	Account Start Date: 28 June 1996

Your Account Summary	Your Tax Components
Withdrawal Benefit as at 1 Jul 2020 3,810.76	Tax Free 23.7492 % 929.07
<u>Increases to your account:</u>	Taxable - Taxed 2,982.93
Share Of Net Fund Income 119.92	Taxable - Untaxed -
<u>Total Increases</u> 119.92	Your Preservation Components
<u>Decreases to your account:</u>	Preserved -
Tax on Net Fund Income 18.68	Restricted Non Preserved -
<u>Total Decreases</u> 18.68	Unrestricted Non Preserved 3,912.00
Withdrawal Benefit as at 17 Jun 2021 3,912.00	Your Insurance Benefits
	No insurance details have been recorded
	Your Beneficiaries
	Non Binding Beneficiary Nomination
	DEBRA ESTELLE WEISS - DAUGHTER - 50%
	RODNEY BRUCE LEVIEN - SON - 50%

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email elizabethm@virtusuper.com.au
mail Mrs Elizabeth Meiklejohn, 1454 Logan Road, MOUNT GRAVATT QLD 4122

DEED OF VARIATION

CINDERLAKE PTY LTD ACN 010 579 343

("the Trustee")

CINDERLAKE SUPERANNUATION FUND

MORROWS LEGAL PTY LTD

ABN 44 114 947 063

Lawyers

Level 13, Freshwater Place

2 Southbank Boulevard

SOUTHBANK VIC 3006

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CINDERLAKE SUPERANNUATION FUND**DEED OF VARIATION**

THIS DEED is made on 11TH JULY 2008

BY:

CINDERLAKE PTY LTD ACN 010 579 343

("the Trustee")

WHEREAS:

- A. The CINDERLAKE SUPERANNUATION FUND (the "Fund") was established by Deed dated 28 June 1996 (the "Deed").
- B. The Deed provides that the Trustee may at any time amend all or any of the provisions of the Deed.
- C. The Trustee desires to amend the Deed in the manner set out in the Schedule, which amendment is in accordance with the requirements of the Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

- 1 The Trustee amends the Deed by substituting the clauses set out in the Schedule for clauses and provisions of the Deed.
- 2 The Trustee agrees to maintain the Fund that was established by the Deed.
- 3 The Trustee confirms that it holds the assets of the Fund on the trusts specified in the Deed as amended by this Deed.

EXECUTED AS A DEED*The Trustee*

THE COMMON SEAL of CINDERLAKE PTY)
LTD ACN 010 579 343 was hereunto affixed in)
accordance with its Constitution in the presence of:)
)

..... Director

..... Director/Secretary

SCHEDULE**CINDERLAKE SUPERANNUATION FUND****INDEX**

1. Fund Establishment	8
(1) Fund an Indefinitely Continuing Superannuation Fund	8
(2) Fund Purpose	8
2. Definitions and Interpretations	8
(1) Definitions	8
(2) Rules of Interpretation	10
(3) Headings	10
(4) State Trustee Acts	10
3. Governing Law	10
4. Compliance With Relevant Law	11
(1) Covenants and Operating Standards Incorporated in Deed	11
(2) Severance	11
(3) Relevant Law Applies Where Inconsistency	11
(4) Compliance with Relevant Law	11
5. Fund To Be A Regulated Superannuation Fund	11
6. Appointment, Removal And Number Of Trustees	11
(1) The Trustee	11
(2) Resignation of Trustee	12
(3) Trustee to Appoint Replacement Trustee	12
(4) Retiring Trustee to Execute Transfers	12
(5) Removal of Trustee	12
(6) Disqualified Persons	12
(7) Death of Member	12
7. Trustee's Powers Of Management	12
(1) Trustee to Manage Fund	12
(2) Trustee Discretion	12
(3) Trustee Powers	13
(4) Trustee Action Notwithstanding Interest	13
(5) Delegation	13
(6) Professional Services by Trustee	13
8. Remuneration Of Trustee	13
9. Costs, Charges and Expenses	13
10. Limitation Of Liability	14
(1) Liability of Trustee	14
(2) Indemnity of Trustee	14

(3) Insurance	14
(4) Members not Liable for Indemnity	15
11. Trustee Subject To Direction	15
12. Trustee Meetings	15
(1) Trustee Meetings	15
(2) Trustee Resolution where not Corporation	15
13. Assets And Investments	16
(1) Assets held on Trust	16
(2) Investment Strategy	16
(3) Fund Assets to be Invested	16
(4) Trustee Power to Deal with Investments	16
(5) Trustee Empowered to Receive all Income etc	16
(6) Name in which Assets Held	16
(7) Investment Choice	16
(8) Trustee may Invest Separately for Member	17
14. Sub-Plans	17
(1) Trustee may make Sub-plan	17
(2) Rules may Govern Sub-plan	17
(3) Sub-plan may be Sub-Fund	17
15. Membership Disclosure	17
(1) Disclosure to Members	17
(2) Inspection of Documents	17
(3) Service	17
16. Membership Of Fund	18
(1) Application for Membership	18
(2) Date of Membership	18
(3) Members right to interest under Deed	18
(4) Member Ceases to be Member	18
(5) Transfers to Fund	18
(6) Transfers from Fund	20
17. Member To Provide Information	20
(1) Information to be Provided on Request	19
(2) Trustee may refuse to Accept Contributions	19
18. Arbitration	19
19. Fund Records	19
(1) Trustee to Keep Records	19
(2) Record and Custody of Investments	20
(3) Trustee Receipt	20
(4) Each Member to have an Account	20
20. Reserve Account	20
(1) Trustee may Establish Reserve Account	20

(2) Reserve Account Separate from Other Accounts	20
(3) Use of Reserve Account	20
21. Contributions	21
(1) Contributions by Employer	21
(2) Member Contributions	21
(3) Refund of Contributions	21
(4) Splittable Contributions	21
22. Benefits	22
(1) Member entitled to Pension	22
(2) Trustee may Purchase Annuity	22
(3) Benefit as a Lump Sum	22
(4) Lump Sum may be Determined	22
(5) Amounts to be Preserved	22
(6) Payment of Death Benefit	22
(7) Trustee may Effect Policy of Insurance	23
(8) Payment in Specie	23
23. Pension Conditions	23
(1) Trustee and Member may Agree on Pension	23
(2) Pension may not be Assigned	23
(3) Pension may not be used as Security	23
(4) Pension Account	23
24. Account-Based Pension	24
(1) Pension must be Paid Annually	24
(2) Amount of Pension	24
(3) Payment dates	24
(4) Commutation	24
(5) Pension to be Paid to Reversionary Beneficiary	24
(6) Reversionary beneficiary Pension Conditions	24
(7) When Pension Ceases	24
(8) Pension on Death of a Member	25
(9) Trustee may Determine who to receive a Pension	25
25. Allocated Pension	25
26. Market Linked Pension	25
(1) Pension to be Paid at Least Annually	25
(2) Period of Pension	25
(3) Amount of Pension	26
(4) Commutation	26
(5) Pension Conditions	26
(6) Transfer of Pension	26
(7) Assets Funding Pension may be held on Death	26
(8) Trustee may Determine who to receive a Pension	26

27. Appointment Of Auditor	27
(1) Appointment of Auditor	27
(2) Audit to be Arranged	27
28. Amendment Of Deed	27
(1) Trustee may Vary Deed	27
(2) Member's right to Accrued benefits	27
29. Termination Of Fund	27
(1) Fund to be Terminated	27
(2) Further Contributions not to be Received	27
(3) Application of Fund on Termination	28

CINDERLAKE SUPERANNUATION FUND

FUND ESTABLISHMENT

Fund an Indefinitely Continuing Superannuation Fund

1. (1) The fund that is known and identified by the name **CINDERLAKE SUPERANNUATION FUND** ("the Fund") is established as an indefinitely continuing superannuation fund.

Fund Purpose

- (2) The Fund is established and maintained solely for the purpose of providing old age pensions for Members in the event of their retirement or in the other circumstances approved under the Relevant Law.

DEFINITIONS AND INTERPRETATIONS

Definitions

2. (1) Unless the contrary intention appears:

"Auditor" means the auditor for the time being of the Fund appointed by the Trustee and who is an approved auditor under the Relevant Law.

"Beneficiary" means a person presently and absolutely entitled to receive a Benefit at the relevant time.

"Benefit" means any benefit payable by the Trustee out of the Fund pursuant to this Deed in respect of a Member.

"Complying Superannuation Fund" in relation to a year of income means a fund which is a Complying Superannuation Fund in accordance with the Relevant Law.

"Contributions" means gross payments, deposits or contributions of money or other assets to the Fund for and in respect of Members prior to the deduction of any Taxation payable in respect of those Contributions.

"Deed" means this Deed, anything deemed to be included under the Relevant Law and any Rules made under this Deed.

"Dependant" means the spouse and children of a Member, any person with whom the Member has an interdependency relationship and any other person

who, in the opinion of the Trustee in its absolute discretion, is or was at the relevant time wholly or partially dependent upon the Member for their maintenance and support.

"Financial year" means a period of twelve calendar months ending on 30 June or such other substituted annual balance date as the Trustee may determine, or any part of such a period that may occur at the commencement or termination of the Fund.

"Fund" means the entire Fund as constituted by this Deed and the Relevant Law.

"Member" means a person who has been admitted to membership of the Fund in accordance with this Deed and who has not ceased to be a Member and includes a Beneficiary in receipt of a pension from the Fund.

"Members Account" in respect of a Member means his or her interest in the fund determined in accordance with this Deed.

"Relevant Law" means any requirements under the Superannuation Industry (Supervision) Act 1993 and any other present or future legislation and requirements of a Regulator:

- (a) Imposed on the Trustee; or
- (b) Which the Fund must satisfy to qualify as a Complying Superannuation Fund.

"Reversionary Beneficiary" means a death benefits dependant nominated by a Member and in default of a nomination by the Member, a death benefits dependant nominated by the Trustee who is eligible to receive a Benefit upon the death of a Member.

"Rules" means rules made pursuant to this Deed.

"Total and Permanent Disablement":

- (a) has the same meaning as contained in any policy effected by the Trustee with an insurer for this purpose in respect of the Member and in force at the time of the Total and Permanent Disablement of the Member; or
- (b) such other meaning as is determined from time to time by resolution of the Trustee -

provided that Total and Permanent Disablement will only be regarded as having occurred in respect of any preserved benefits component of any Benefits

payable on Total and Permanent Disablement pursuant to this Deed if the Member concerned provides sufficient evidence to the Trustee to satisfy the Relevant Law.

"Trustee" means the Trustee or Trustees of the Fund.

Rules of Interpretation

- (2) Unless the context indicates otherwise:-
- (a) words indicating the singular include the plural and vice versa;
 - (b) words indicating a gender include the other gender;
 - (c) references to a person are construed as references to an individual, company, firm, partnership, joint venture, trust, body corporate, club, association, government or governmental authority and their successors, permitted assigns, substitutes, executors and administrators;
 - (d) words and expressions used in this Deed have the same meaning as prescribed in the Relevant Law;
 - (e) references to statutes or regulations (including any section thereof) include all statutes or regulations amending, consolidating or replacing any of them.

Headings

- (3) Headings inserted in any clause are for convenience only and do not affect the interpretation of the Deed.

State Trustee Acts

- (4) Unless the Trustee otherwise determines, to the extent that it is legally possible this Deed is not subject to the Trustee Act of the State or Territory in which this Deed is executed or any of its equivalents in any of the States or Territories of Australia.

GOVERNING LAW

3. This Deed will be governed by or construed according to the law of the Commonwealth of Australia and, where applicable, the State in which the Trustee is resident.

COMPLIANCE WITH RELEVANT LAW

Covenants and Operating Standards Incorporated in Deed

4. (1) To the extent that they are not otherwise incorporated in this Deed, the covenants and the operating standards applicable to this Fund, as prescribed in the Relevant Law, are deemed to be incorporated in this Deed.

Severance

- (2) In order to avoid any provision of this Deed being made invalid by law, the provisions must be read down or changed or severed to avoid the invalidity.

Relevant Law Applies Where Inconsistency

- (3) Notwithstanding any other provision of this Deed, in the event of any inconsistency between the Relevant Law and the express provisions of this Deed, the Relevant Law prevails to the extent of the inconsistency.

Compliance with Relevant Law

- (4) The Trustee must do or procure to be done all acts as are necessary for the Fund to be a self managed superannuation fund and to comply with the Relevant Law in relation to self managed superannuation funds.

FUND TO BE A REGULATED SUPERANNUATION FUND

- 5 The Trustee, whether original or substituted, is empowered to make any election required by the Relevant Law for the Fund to become a Regulated Superannuation Fund.

APPOINTMENT, REMOVAL AND NUMBER OF TRUSTEES

The Trustee

6. (1) The Trustee must be appointed and comprised in compliance with the requirements of the Relevant Law relating to self managed superannuation funds.

Resignation of Trustee

- (2) A Trustee may cease to act as Trustee of the Fund if it resigns as Trustee after giving 30 days notice to Members or such lesser period as the Members agree, provided that a natural person who is a trustee of the fund must cease to be a Trustee on ceasing to be a member of the Fund.

Trustee to Appoint Replacement Trustee

- (3) Where the Trustee is a constitutional corporation and that corporation resigns as Trustee of the Fund, the corporation must appoint a replacement Trustee but if the retiring Trustee is unable or unwilling to do so, a majority of Members must take such steps as are necessary to appoint a Trustee.

Retiring Trustee to Execute Transfers

- (4) Upon a change of Trustee, the retiring Trustee or Trustees must execute all transfers, deeds or other documents necessary to transfer investments or moneys into the name of the new Trustee or Trustees.

Removal of Trustee

- (5) The Members may remove the Trustee and appoint a substitute Trustee.

Disqualified Persons

- (6) An individual trustee, a director of a corporate trustee or a corporate trustee that becomes a disqualified person must immediately cease to be a Member and a trustee or director, as the case requires.

Death of Member

- (7) If a Member dies, the legal personal representative of that Member is an individual trustee or a director of a corporate trustee, as the case requires, in place of the Member during the period commencing when the Member died and ending when death benefits commence to be paid in respect of that Member.

TRUSTEE'S POWERS OF MANAGEMENT

Trustee to Manage Fund

7. (1) The Trustee must manage the Fund in compliance with the Relevant Law for the benefit of the members with full and complete power of management for the proper administration and maintenance of the Fund.

Trustee Discretion

- (2) The Trustee in the exercise of any powers conferred in it by this Deed or at law has an absolute and uncontrolled discretion as to their exercise, the exercise of which is final and binding provided that the Trustee must not discriminate against any person in such a manner as to infringe any law of the Commonwealth or a State or Territory in respect of discrimination.

Members not Liable for Indemnity

- (4) The Trustee is not entitled to indemnity reimbursement or payment of expenses from the Members or any of them or any other person entitled to a benefit from the Fund and the Members likewise are not to be personally liable for the debts of the Fund.

TRUSTEE SUBJECT TO DIRECTION

11. The Trustee exercises its powers subject to any written direction signed by a Member in respect of:
- (a) a nominated beneficiary;
 - (b) investments, provided that the direction is not, in the opinion of the Trustee, inconsistent with the investment strategy determined under this Deed; and
 - (c) any other matter permitted by the Relevant Law.

TRUSTEE MEETINGS

Trustee Meetings

- 12 (1) The Trustees, or in the case of a constitutional corporation being Trustee, the directors:
- (a) may meet together for the dispatch of business;
 - (b) may adjourn and otherwise regulate their meetings as they think fit;
 - (c) may appoint a chairman for the time being or from time to time or of each meeting;
 - (d) may determine the quorum necessary for the transaction of business provided it is no less than two-thirds of Trustees or directors, as the case requires; and
 - (e) may act on any resolution approved by two-thirds of the Trustees or directors, as the case requires.

Trustee Resolution where not a Corporation

- (2) Where the Trustee is not a corporation, a resolution in writing, signed by all the Trustees for the time being, is as valid and effectual as if it had been duly passed at a meeting of the Trustees duly convened and held and any resolution may consist of several documents in like form, each signed by one or more Trustees.

or by electronic communication.

MEMBERSHIP OF FUND

Application for Membership

16. (1) Any person may make application in writing to the Trustee to join the Fund and the Trustee may accept, accept subject to conditions that may be varied or removed or refuse any application for membership in its absolute discretion.

Date of Membership

- (2) A person becomes a Member from the date upon which the Trustee accepts his or her application and the application is deemed to be an agreement by the person to be bound by this Deed and an appointment by the Member of the Trustee as his or her attorney to do everything permitted by this Deed.

Member's right to interest under Deed

- (3) No person whether as the Member or otherwise will have any claim right or interest to or in respect of the Fund or any contributions or any interest or any claim upon or against the Trustee except under and in accordance with the provisions of this Deed and the Relevant Law.

Members Ceases to be Member

- (4) A person ceases to be a Member:
- (a) when he or she dies;
 - (b) when the total amount of all amounts payable under the Deed in respect of his or her membership has been paid or transferred; or
 - (c) when under the Deed any benefit payable to him or her or any person on his or her account ceases to be payable.

Transfers to Fund

- (5) The Trustee may, in consultation with the Actuary (if any), make such arrangements as it thinks proper with:-
- (a) the Member, or
 - (b) any previous employer of the Member, or
 - (c) the Trustees of any superannuation fund of which the Member was or is a Member, or,
 - (d) any of them,

BENEFITS

Member entitled to Pension

22. (1) A Member who is entitled to receive a Pension in circumstances approved under the Relevant Law that can be supported by an amount equal to the Members Account standing in his or her name and may commute a pension in circumstances approved under the Relevant Law to enable the Member to commence a pension provided by this Deed.

Trustee may Purchase Annuity

- (2) The Trustee may, at the request of a person entitled, pay all or part of any benefit payable pursuant to the provisions of the Deed to such regulated superannuation fund, or for the purchase of such annuity or pension (of any type and including a complying pension) as the person so entitled may request.

Benefit as a Lump Sum

- (3) The Member may at any time elect to receive part or all of his or her benefit as a lump sum rather than as a pension to which the Member has an entitlement.

Lump Sum may be Determined

- (4) On the written application of a Member or a Beneficiary, the Trustee will determine the amount of the lump sum payable and will commute to a lump sum benefit the whole or any part of any pension payable from the Fund to a Member or a Beneficiary, provided that:
- (a) the commutation of the benefit is permitted by the Relevant Law; or
 - (b) the amount of the commuted benefit including the value of any remaining pension is permitted by the Relevant Law.

Amounts to be Preserved

- (5) No amount that the Relevant Law requires to be preserved may be paid to a Member unless the payment is permitted by the Relevant Law.

Payment of Death Benefit

- (6) Except where a direction has been given under this Deed, any death benefit will be paid as the Trustee in its absolute discretion decides by way of purchased annuities, pensions (of any type) or other periodical payments (in each such case upon such terms as the Trustee may decide) or lump sum payments or any combination of such methods of payment, to any of: