

6 August, 2019

Attention: Mr PA and Mrs K Williams
PK Tova Pty Ltd
ATF Super PK Pty Ltd ATF Williams Superannuation Fund
58 Greenwood Drive
CARRUM DOWNS VIC 3201

Dear Peter and Kamolnit,

**RE: PK TOVA PTY LTD ATF SUPER PK PTY LTD ATF WILLIAMS
SUPERANNUATION FUND ('FUND') - FROM -ACN 090 430 603 PTY
LTD**
PPTY: 7/18-20 TOVA DRIVE, CARRUM DOWNS
SETTLEMENT DATE - MONDAY, 5 AUGUST 2019

We are pleased to confirm that Settlement of this matter was duly effected on Monday, 5 August 2019 after some anxious moments with regard to the vendor's discharge of mortgage. We enclose for your reference the **Statement of Adjustments**.

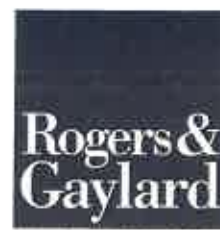
With regard to the rates and outgoings, we advise as follows:

1. Frankston City Council rates have been paid in full to 30 June 2019;
2. South East Water annual parks charge has been paid in full to 30 June 2019;
3. South East Water quarterly drainage, sewer and water service charges have been paid in full to 30 September 2019;
4. The vendor allowed the purchaser the South East Water estimated sewer and water usage charges from the last meter read date until settlement.
5. Owners Corporation current fees and maintenance fund fees are paid in full to 30 September 2019.
6. The vendor allowed you registration fee on discharge of its mortgage.

As discussed by phone on 5 August 2019 there were some minor adjustments with regard to settlement figures on the basis that the vendor arranged to register its discharge of mortgage prior to settlement and the State Revenue Office assessing stamp duty on the Price plus adjustments and GST resulting in some minor changes in the stamp duty and registration fees.

In relation to the payment of settlement money we advise as follows:-

TO	Purchase price	\$450,000.00
TO	Adjustments allowed by you to the Vendor as per enclosed Statement of Adjustments	\$1,989.73
TO	GST on Price and adjustments as per the Vendor's GST Tax Invoice attached	\$45,198.97
TO	Stamp duty payable on the Transfer of Land	\$24,782.00



« L A W Y E R S »

ABN 62 501 802 005

BRIGHTON OFFICE

**P.O. Box 161
Brighton VIC 3186 Australia**

Address
Suite 2, 245 Bay Street
Brighton VIC 3186 Australia

DX 18615 Brighton

Telephone
+61 3 9596 6022

Facsimile
+61 3 9596 7748

E-mail
info@rgblawyers.com.au

Website
www.rgblawyers.com.au
Our tel: PA: P19-262

Reply to Brighton Office

Reply to City Office

CITY OFFICE

Address
Level 10
379 Collins Street
Melbourne VIC 3000 Australia

Telephone
+61 3 9629 7572

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Professional Standards
Legislation

TO	Registration fees paid to the Registrar of Titles re: Transfer of Land and new Mortgage		\$1,253.80
TO	Property Exchange Australia (PEXA) settlement service fee re: transfer		\$114.07
TO	Property Exchange Australia (PEXA) settlement service fee re: mortgage		\$57.20
TO	Our costs and disbursements per enclosed amended TAX INVOICE MARKED PAID re conveyancing		\$2,913.56
TO	Our costs and disbursements per enclosed TAX INVOICE MARKED PAID re Lease - WACME Pty Ltd from PK Tova Pty Ltd		\$1,100.00
TO	Our costs and disbursements per enclosed TAX INVOICE MARKED PART PAID re: Mortgage - Super PK Pty Ltd ATF Williams Superannuation Fund to P & K Williams and attendant securities issues		\$3,190.00
TO	Reimbursement of registration fee paid by the vendor with regard to discharge of its mortgage		\$110.80
BY	Deposit paid	\$45,000.00	
BY	Settlement funding (mortgage advance from P & K Williams) provided to our trust account and disbursed on Settlement	\$485,270.13	
BY	Balance of amount owing to finalise payment of our part paid Tax Invoice referred to above	\$440.00	
		\$530,710.13	\$530,710.13
		\$530,710.13	\$530,710.13

We would be obliged if you will attend to payment of the balance of the amount owing referred to above at your earliest convenience. Please refer to our account details at the foot of our tax invoice.

Change of Ownership

We have sent all required **Notices of Acquisition** to the relevant Government Departments, Instrumentalities and Owners Corporation on behalf of the company with a request that they amend their records. In addition we have lodged the required **Trust Notice of Acquisition** with the State Revenue Office noting that PK Tova Pty Ltd holds the property as bare trustee for Super PK Pty Ltd ATF Williams Superannuation Fund.

The Company is now responsible for payment of all assessments to issue with regard to the property.

Owners Corporation

For your records the Owners Corporation is managed by:

MBCM (Melbourne Body Corporate Management)

P O Box 542, Frankston, 3199

Email: info@mbcmfrankston.com.au

Stamping and Registration

We confirm that stamping and registration of the Transfer of Land and new Mortgage occurred at settlement. In due course the Certificate of Title will issue to our office. We will provide you with a copy of the Title and hold the original in our deeds room with the original signed paper Mortgage on behalf of the mortgagee for the duration of the loan facility and/or your future instructions. A copy of the paper Mortgage is attached. However, and as advised the actual form of Mortgage registered on title due to the new electronic PEXA lodging requirements differs somewhat from the paper document.

GST

With respect to GST to this transaction, the Contract Price is exclusive of GST. We enclose a further copy of the vendor's GST invoice noting the GST paid of \$45,198.97 for the taxable supply made under the Contract. You should claim this amount back as an input tax credit on your next BAS return for the Fund.

Lease

We note that we have provided you with two original copies of the executed Lease.

Matter Completed

Subject to issue of the Certificate of Title from the Land Titles Office and payment of the balance of our account referred to above, we have completed this matter on your behalf and thank you for your instructions. Should we be able to be of any further and continuing service to you please do not hesitate to contact our office.

Yours faithfully,

ROGERS & GAYLARD LAWYERS - BRIGHTON

Per:


Peggy Ave

Direct email: peggy@rgblawyers.com.au

Encs.

[19-262]le

Statement of Adjustments as at 5/08/2019

**PK Tova Pty Ltd ATF Super PK Pty Ltd ATF Williams Superannuation Fund
from ACN 090 430 603 Pty Ltd**

7/18-20 Tova Drive CARRUM DOWNS VIC 3201

	Vendor	Purchaser
Frankston City Council - (Annually)		
\$1,756.90 Paid from 1/07/2019 to 30/06/2020		
Period from 1/07/2019 to 30/06/2020 - 366 days		
\$1,756.90 * 330 / 366 days		
Purchaser Allows 330 days		\$1,584.09
South East Water - Annual Park Charge		
\$79.02 Paid from 1/07/2019 to 30/06/2020		
Period from 1/07/2019 to 30/06/2020 - 366 days		
\$79.02 * 330 / 366 days		
Purchaser Allows 330 days		\$71.25
South East Water – Service Charge (Quarterly)		
\$36.34 Paid from 1/07/2019 to 30/09/2019		
Period from 1/07/2019 to 30/09/2019 - 92 days		
\$36.34 * 56 / 92 days		
Purchaser Allows 56 days		\$22.12
South East Water- Water service charge (Quarterly)		
\$29.18 Paid from 1/07/2019 to 30/09/2019		
Period from 1/07/2019 to 30/09/2019 - 92 days		
\$29.18 * 56 / 92 days		
Purchaser Allows 56 days		\$17.76
South East Water - Sewerage Service Charge (Quarterly)		
\$108.87 Paid from 1/07/2019 to 30/09/2019		
Period from 1/07/2019 to 30/09/2019 - 92 days		
\$108.87 * 56 / 92 days		
Purchaser Allows 56 days		\$66.27
South East Water – Water usage charge – Meter last read 18/4/19		
Vendor allows \$0.06 per day		
South East Water – Sewage disposal – Meter last read 18/4/19		
Vendor allows \$0.03 per day		
Total owing \$0.09 x 109 days = \$9.81		
Owners Corporation - Current Fees (Quarterly)		
\$507.00 Paid from 1/07/2019 to 30/09/2019		
Period from 1/07/2019 to 30/09/2019 - 92 days		
\$507.00 * 56 / 92 days		
Purchaser Allows 56 days		\$308.61
Owners Corporation - Maintenance Fund (Quarterly)		
\$50.00 Paid from 1/07/2019 to 30/09/2019		
Period from 1/07/2019 to 30/09/2019 - 92 days		
\$50.00 * 56 / 92 days		
Purchaser Allows 56 days		\$30.43
Additional fees		
VIC - Vendor allows Discharge of Mortgage fee	\$110.80	\$0.00

	<u>\$110.80</u>	<u>\$2,100.53</u>
Less Vendor's Portion		<u>\$110.80</u>
Purchaser to Pay Vendor		<u>\$1,989.73</u>

E. & O.E.

Statement of Settlement

Purchase price	\$450,000.00
Less Deposit paid	<u>\$45,000.00</u>
Balance of Purchase Price	<u>\$405,000.00</u>
Plus Adjustments	\$1,989.73
Plus GST	<u>\$45,198.97</u>
BALANCE DUE TO VENDOR	<u>\$452,188.70</u>

Authorised Payments:

Frankston City Council	\$1,756.90
South East Water	\$263.22
Owners Corporation 438876N (Current fee & Maintenance fund)	\$557.00
PEXA (Settlement Service fee - transferor single title)	\$114.07
VENDOR – TBA (inc. GST)	<u>\$449,497.51</u>
Total	<u>\$452,188.70</u>

[P19-262]df

TAX INVOICE

ACN090430603 PTY LTD

ABN 16 090 430 603

2373 B Byfield Road

Byfield Queensland 4703

DATED: THE 05 DAY OF AUGUST 2019

TO: PK TOVA Pty Ltd (ACN 634 443 897) ATF Super PK Pty Ltd (ACN 634 443 968) ATF Williams Superannuation Fund

ABN

58 Greenwood Drive, Carrum Downs Vic 3201

DESCRIPTION OF SUPPLY

Sale of property Unit 7 / 18-20 Tova Drive Carrum Downs 3201

Pursuant to a contract of sale dated the 21/06/2019 between

ACN090430603 Pty Ltd as vendor and Peter Anthony Williams &/or Nominee as purchaser.

PRICE \$450,000.00

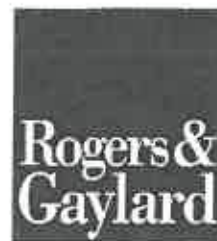
GST payable \$45,198.97

TOTAL payable including GST \$495,198.97

5 August 2019

PAID

PK Tova Pty Ltd ATF Super PK Pty Ltd
ATF Williams Superannuation Fund
58 Greenwood Drive
Carrum Downs VIC 3201



■ L A W Y E R S ■

ABN 62 501 802 005

**AMENDED STATEMENT OF ACCOUNT AND TAX INVOICE
FROM 8 JULY 2019 TO MONDAY, 5 AUGUST 2019**

BRIGHTON OFFICE

**RE: PK TOVA PTY LTD ATF SUPER PK PTY LTD ATF WILLIAMS
SUPERANNUATION FUND - FROM -ACN 090 430 603 PTY LTD
PPTY: 7/18-20 TOVA DRIVE, CARRUM DOWNS ("PROPERTY")
AND ATTENDANT MATTERS**

Address
Suite 2, 245 Bay Street
Brighton VIC 3186 Australia
EO. Box 161
Brighton VIC 3186 Australia
DX 18615 Brighton

Telephone
+61 3 9596 6022

Facsimile
+61 3 9596 7748

E-mail
info@ngblawyers.com.au

Our ref: PA:P19-262

TO our professional charges of and incidental to these matters comprising taking instructions 8/7/19, reviewing Contract of Sale and Vendors 32 Statement as signed and exchanged, perusing status with regard to the vendor's notification of the GST withholding; all email correspondence between you, your accountants, our office and related parties during the period, obtaining searches and Certificates and perusing search results, obtaining updated ASIC searches; searching the ABN register; taking instructions with regard to the final purchasing entity; drawing and engrossing Sale of Real Estate Nomination Form; preparing Disclosure Statement and Costs Agreement; letter/advice and documents to you 16/7/19, advising you with regard to the requirement for Verification of Identity and Client Authorisation; email to the vendor's conveyancer confirming our office is now acting; perusing signed Nomination Form and serving on vendor's conveyancer; opening and joining the Property Exchange Australia (PEXA) electronic workspace; initiating and completing the State Revenue Office digital duties statement and arranging for signing by the director for the purchaser to determine stamp duty payable and certification to the PEXA workspace; preparing Statement of Adjustments and forwarding to Vendor's representative, confirming Statement of Adjustments with Vendor's representative and Vendor's settlement authorised payments; appointing, arranging and effecting final settlement, attending you both at our office for the purposes of Verification of Identity and signing of the Client Authorisation; receiving and perusing vendor's GST invoice; receipting settlement funds to our trust account for certification to the PEXA electronic workspace; attending to stamping and registration of all documents; preparation and lodging of Notices of Acquisition with all relevant Government Departments and Instrumentalities and Notice of Trust Acquisition of an interest in land with State Revenue Office, settlement letter/advice and copy documentation to you including all necessary and incidental attendances and communications and advising generally and including skill care and responsibility:

Reply to Brighton Office

Reply to City Office

CITY OFFICE

Address
Level 10
379 Collins Street
Melbourne VIC 3000 Australia

Telephone
+61 3 9629 7572

Facsimile
+61 3 9620 0220

\$2,000.00
Add GST: \$200.00 \$2,200.00

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Professional Standards
Legislation

DISBURSEMENTS

Registration fee - Purchaser Caveat (*no GST)	\$40.10	\$40.10
Fees for searches, certificates per accounts rendered and paid and general office and file disbursements including copy documents and sundries	\$612.24	\$612.24
Add GST:	\$61.22	\$61.22
		<u>\$2,913.56</u>

PAID

E. & O. E.

THIS IS OUR BILL OF COSTS which includes a total of \$261.22 GST

Yours faithfully,

ROGERS & GAYLARD LAWYERS - BRIGHTON

Per:


Michael L. Pharr

[P19-262]AB

THIS ACCOUNT IS PAYABLE NET 14 DAYS FROM THIS DATE

This account may be paid by cheque or direct payment to our Bank Account, the details of which are:-

Account name: **Rogers & Gaylard Lawyers - Brighton**
Bank: **Commonwealth Bank - Middle Brighton**
BSB: **063 145**
Account No: **1006 1817**

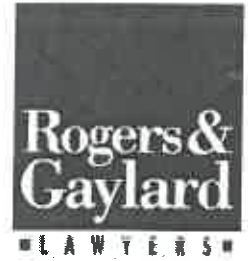
Notification of Rights attached

And for all purposes including but not limited to Rule 74 of the Legal Profession Uniform General Rules 2015 the matters set out in the Notification form part of this account to you

26 July 2019

PAID

Attention: Mr Peter A Williams
WACME Pty Ltd
58 Greenwood Drive
CARRUM DOWNS VIC 3201



ABN 62 501 802 005

BRIGHTON OFFICE

P.O. Box 161
Brighton VIC 3186 Australia

Address
Suite 2, 245 Bay Street
Brighton VIC 3186 Australia

DX 18615 Brighton

Telephone
+61 3 9596 6022

Facsimile
+61 3 9596 7748

Email
info@rgblawyers.com.au

Website
www.rgblawyers.com.au

Our ref: MJP:gkh:19/262B

Reply to Brighton Office

Reply to City Office

CITY OFFICE

Address
Level 10
379 Collins Street
Melbourne VIC 3000 Australia

Telephone
+61 3 9629 7572

STATEMENT OF ACCOUNT AND TAX INVOICE
FROM 10 JULY 2019 TO 26 JULY 2019

Re: **LEASE FROM PK TOVA PTY LTD
PREMISES AT UNIT 7, 18-20 TOVA DRIVE, CARRUM DOWNS**

TO our professional charges of and incidental to these matters comprising taking instructions, all necessary/short ongoing phone and email attendances with you and related parties as required during the period, preparing SISA compliant commercial lease and advising the parties to it inclusive of attending the parties for execution of all required lease documentation, including all necessary and incidental attendances and communications and advising generally as required including skill care and responsibility.

Add GST: \$1,000.00
\$ 100.00 \$1,100.00

DISBURSEMENTS

General office and file disbursements including copy documents & sundries Not charged

TOTAL DUE: \$1,100.00
=====

E. & O. E.

THIS IS OUR BILL OF COSTS which includes a total of \$100.00 GST

Yours faithfully,
ROGERS & GAYLARD LAWYERS - BRIGHTON

Per:

Michael J. Pharr

P19-262BAA

THIS ACCOUNT IS PAYABLE NET 14 DAYS FROM THIS DATE

This account may be paid by cheque or direct payment to our Bank Account, the details of which are:

Account name: **Rogers & Gaylard Lawyers - Brighton**
Bank: **Commonwealth Bank - Middle Brighton**
BSB: **063 145**
Account No: **1006 1817**

Your Notification of Rights ('Notification') is attached
And for all purposes including but not limited to Rule 74 of the Legal Profession Uniform General Rules 2015 the matters set out in the Notification form part of this account to you.

Liability limited by a scheme approved under Professional Standards Legislation

26 July 2019

PART PAID

Attention: Mr Peter A Williams
Super PK Pty Ltd ATF Williams Superannuation Fund
58 Greenwood Drive
CARRUM DOWNS VIC 3201



STATEMENT OF ACCOUNT AND TAX INVOICE
FROM 10 JULY 2019 TO 26 JULY 2019

ABN 62 501 802 005

BRIGHTON OFFICE

Re: MORTGAGE TO P & K WILLIAMS
SECURITY PROPERTY UNIT 7, 18-20 TOVA DRIVE, CARRUM DOWNS
AND ATTENDANT GST AND SISA MATTERS

P.O. Box 161
Brighton VIC 3186 Australia

Address
Suite 2, 245 Bay Street
Brighton VIC 3186 Australia

DX 18615 Brighton

Telephone
+61 3 9596 6022

Facsimile
+61 3 9596 7748

Email
info@rgblawyers.com.au

Website
www.rgblawyers.com.au

TO our professional charges of and incidental to these matters comprising taking instructions, all necessary/short ongoing phone and email attendances with you and related parties as required during the period, perusing all copy documentation prepared by DBA Lawyers, preparing file note summaries, discussing same with you, confirming your instructions to proceed, preparing all required mortgage and attendant securities documentation, including attending the parties for execution and advising and subsequent registration/lodgement at Land Registry, including all necessary and incidental attendances and communications and advising generally as required including skill care and responsibility.

Our ref: MJP:gkh:19/262B

Add GST: \$2,500.00
\$ 250.00 \$2,750.00

DISBURSEMENTS

General office and file disbursements
including copy documents, sundries, ASIC
PEXA and LTO registration fees paid \$ 400.00
Add GST: \$ 40.00 \$ 440.00

Reply to Brighton Office

Reply to City Office

TOTAL DUE: \$3,190.00
=====

CITY OFFICE

Address
Level 10
379 Collins Street
Melbourne VIC 3000 Australia

Telephone
+61 3 9629 7572

E. & O. E.
THIS IS OUR BILL OF COSTS which includes a total of \$290.00 GST

Yours faithfully,
ROGERS & GAYLARD LAWYERS - BRIGHTON

Per:


Michael J. Pharr

F19-262BAB

THIS ACCOUNT IS PAYABLE NET 14 DAYS FROM THIS DATE

This account may be paid by cheque or direct payment to our Bank Account, the details of which are:

Account name: Rogers & Gaylard Lawyers - Brighton
Bank: Commonwealth Bank - Middle Brighton
BSB: 063 145
Account No: 1006 1817

Liability limited by a
scheme approved under
Professional Standards
Legislation

Your Notification of Rights ('Notification') is attached
And for all purposes including but not limited to Rule 74 of the Legal Profession Uniform General Rules 2015 the matters set out in the Notification form part of this account to you.

Notification of Rights

LEGAL PROFESSION UNIFORM LAW (VICTORIA)

("UNIFORM LAW")

Your rights in relation to legal costs

The following avenues are available to you if you are not happy with this bill:

1. Discuss your concerns with us. Michael James Pharr is designated as responsible principal for this bill.
2. Request an itemised bill. You must do this within 30 days from the date which the legal costs become payable. We will provide an itemised bill at no charge. However, if you request an itemised bill and the total amount specified in the itemised bill exceeds the amount previously specified in the lump sum bill for the same matter, then we may be able to recover the higher costs should the matter proceed to a costs assessment under section 198 or a binding determination under section 292 of the Uniform Law.
3. Have our costs assessed before the Supreme Court Costs Court ("Costs Court") under Division 7 of Chapter 4.3 of the Uniform Law OR, alternatively, make a complaint to the Victorian Legal Services Commissioner (VLSC) in relation to a costs dispute under Division 1 of Part 5.2 of the Uniform Law. The parameters for taking such steps are as follows:
 - (i) In relation to a costs assessment before the Costs Court – you must make the application within 12 months of when the bill was given or a request for payment was made, or where there was no bill or request made, when the legal costs were paid. An application can be made outside of 12 months in certain circumstances where the delay and reasons for the delay make it just and fair to do so. There is no monetary limitation on the amount of the legal costs in relation to a costs assessment before the Costs Court.
 - (ii) In relation to a costs dispute before the VLSC – you must make the application within 60 days after the legal costs have become payable or where you have asked for an itemised bill, within 30 days after the itemised bill was provided. The VLSC may waive the time limits specified above if the complaint is made within 4 months after the required period. This is in circumstances where the delay and reasons for the delay make it just and fair to do so, provided we have not commenced legal proceedings in respect of the legal costs. There is a monetary limitation of less than \$100,000 (indexed) for the total bill for legal costs in dispute OR, where the amount is \$100,000 or more, the amount of the legal costs in dispute is less than \$10,000 (indexed).

Our rights in relation to interest

We intend to charge interest on unpaid legal costs if our costs are unpaid after 30 days of giving you this bill, in accordance with the Uniform Law. The rate of interest is the Cash Target Rate plus 2 per cent, specified by the Reserve Bank of Australia as at the date of this bill.

Notice of withdrawal of trust money

If money has been paid into our trust account for you, we hereby notify you that we will withdraw money from the trust and apply it towards payment of our legal costs that are owed, in accordance with the Uniform Law and the *Legal Profession Uniform General Rules 2015*.

Lodger Details

Lodger Code 807Y
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference SUPER PK 19/262 MJP

For Office Use Only

**THE BACK OF THIS FORM
 MUST NOT BE USED**

MORTGAGE

Jurisdiction VICTORIA

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference Part Land Affected? Land Description

10588/323

Mortgagor

Name PK TOVA PTY LTD
 ACN 634443897

Mortgagee

Given Name(s) PETER ANTHONY
 Family Name WILLIAMS
 Address
 Street Number 58
 Street Name GREENWOOD
 Street Type DRIVE
 Locality CARRUM DOWNS
 State VIC
 Postcode 3201
 Tenancy (inc. share) 1/2

Given Name(s) KAMOLNIT
 Family Name WILLIAMS
 Address
 Street Number 58
 Street Name GREENWOOD
 Street Type DRIVE
 Locality CARRUM DOWNS
 State VIC
 Postcode 3201
 Tenancy (inc. share) 1/2

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

- (a) Document Reference AA3553
 (b) Additional terms and conditions ADDITIONAL TERMS AND CONDITIONS

- 9.1 Advance: As defined in the Loan Agreement; refer item 9.8.
9.2 Payment Dates: As required under the Loan Agreement; refer item 9.8.
9.3 Due Date: As required under the Loan Agreement; refer item 9.8.
9.4 Interest Only - Fixed: No
or Interest Only - Variable: No.
9.5 Installments: Yes.
(a) Installments - Fixed: No
Lower Rate: N/A
Higher Rate: N/A
Installment: N/A
or
(b) Installments - Variable: Yes
Reference Rate: As specified under the Loan Agreement; refer item 9.8
Margin: As specified under the Loan Agreement; refer item 9.8
Installment at Commencement: As required under the Loan Agreement; refer item 9.8.
9.6 Covenantor: Yes.
Super PK Pty Ltd (A.C.N. 634443968) of 83A Balcombe Road, Mentone Vic 3194
9.7 Guarantor: No
9.8 Special conditions:
9.8.1. Without limiting the generality of the Common Provisions applicable to this Mortgage the Mortgagor acknowledges that the Mortgagor has granted this Mortgage as security for the financial accommodation and facilities ('Loan') made available/to be made available by the Mortgagee to the Mortgagor upon the terms and conditions contained in a Loan Agreement dated 1 July 2019 ('Loan Agreement') wherein the Mortgagor is the Custodian, the Mortgagee is the Lender and the Covenantor is the Borrower and any subsequent variation of the Loan Agreement. Any money payable to the Mortgagee pursuant to the terms of the Loan Agreement shall be included within the meaning of 'Secured Money' for the purpose of this Mortgage and clause 11 of the Common Provisions is amended accordingly.
9.8.2. In the event that the Borrower shall make any default under the terms of the Loan Agreement such default shall for all purposes of this Mortgage and the Mortgagee's rights hereunder and under the Transfer of Land Act 1958 be deemed to be a default by the Mortgagor in the performance and observance of the covenants herein entered into by the Mortgagor.
9.8.3. The Mortgagor shall only be entitled to receive a discharge of this Mortgage upon the Mortgagee receiving full payment of all moneys hereby secured pursuant to all of the provisions of this Mortgage and the Loan Agreement.

EXECUTED by PK TOVA PTY LTD (A.C.N. 634443897) by being signed by the persons who are authorised to sign for the company:


.....
Director - Peter Anthony Williams 
.....
Director/Secretary - Kamolnit Williams

9.8.4. In the event of there being a conflict between the provisions of the Loan Agreement and of this Mortgage (including those of the Memorandum of Common Provisions incorporated in this Mortgage) the provisions of the Loan Agreement shall prevail and without limiting the generality of the foregoing any defined term in this Mortgage has as the occasion may require it the meaning given it (or its equivalent term or expression) in the Loan Agreement.

9.8.5. The Reference Rate of interest shall be as specified in items 9 and or 10 of the Schedule to the Loan Agreement.

9.8.6. The Margin shall be two percent (2%) higher than the Reference Rate of interest or such higher rate again as agreed by the parties to the Loan Agreement.

9.8.7. The term of the loan/advance secured by this Mortgage shall be fifteen (15) years commencing 1 July 2019.

9.8.8. Despite anything in this Mortgage, the rights of the Mortgagee against the Mortgagor and or the Covenantor for, in connection with, or as a result of, (whether directly or indirectly) a default under:

(a) the Loan Agreement; or

(b) a default under this Mortgage;

are limited to rights relating to the "Asset" referred to in item 4 of the Schedule to the Loan Agreement.

9.8.9. To the extent that any term of the Mortgage would cause the Mortgage to give rise to a contravention of the "Applicable Law" as defined in the Loan Agreement, that term is void ab initio and is severed from the rest of this Mortgage.

Mortgagor Execution

Executed on behalf of PK TOVA PTY LTD
 Signer Name PETER ANTHONY WILLIAMS
 Signer Organisation PK TOVA PTY LTD
 Signer Role DIRECTOR

Signature X. 

Execution Date 30-07-2019

Executed on behalf of PK TOVA PTY LTD
 Signer Name KAMOLNIT WILLIAMS
 Signer Organisation PK TOVA PTY LTD
 Signer Role DIRECTOR/SECRETARY

Signature X. 

Execution Date 30/07/2019