

DOCUMENT COMPLETION CERTIFICATE (DCC) - MANAGER

To: Helen Sutton
Westpac Premium

BSB 032306
Mgr. No. 025

Customer: How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund
z Number: 12446460 Deal No. 101968081 Deal Type: Purchase

\$286,000.00
Total Facility Approved

12/03/2015
Date of Approval

\$286,000.00
Amount of Increase

Before this matter can proceed to Settlement / Drawdown

- The security documentation relevant to the above matter is in order for signing by customer and other relevant parties.
- Please ensure all execution names are in full and correct where automatically printed and hand written. *Example: William E Smith will not be accepted. Printing the name as William Edward Smith is correct and will be accepted.*
- These documents are to be **executed without seal** for company borrower(s). If the customer advises that the company seal must be used, the documents have to be reissued with the correct execution clause for signing under seal.
- The outstanding matters listed on this certificate require your attention BEFORE this matter can proceed to settlement / drawdown. Alternatively, Credit approval must be obtained to waive these requirements, OR, defer follow-up until after drawdown.
- **Return all executed documents to Concord (032942) BCLC Purchases Team IBN: 64 (email contact: BCLC Purchases)**
- Write any additional comments for BLO in the "Manager Additional Comments to BLO" section, e.g. Overdraft limit bank account number.
- If you are unclear on how to complete any of the below documents please refer to your Practice Manager/Business Coach.

Vaise Luamata
Securities Officer

13/03/2015
Date

287678102
Phone

signature

DocPrep 1 (Concord)
Team

Complete the details below for fees/charges

BSB for Commission account
(for establishment fee)

032716

Nominate Account for Fees & Charges

BSB Account

032716 371313



Tick if the Fees & Charges
are to be debited from
the loan proceeds

Surplus funds to be credited to
(if applicable)

BSB Account

Shortfall to be debited to
(if applicable)

BSB Account

032716 371313

* If the loan is I/O please ensure that the customer has completed the Account Authority section on the BFA / T&C with the alternate account.

** If there is a PP to be loaded for repayments please ensure the customer has completed the Account Authority section on the BFA / T&C.

Sales Manager / Responsible Officer Sign Off

The security documents have been executed by the customer; AND

all conditions of approval (including hindsight review where applicable) and outstanding matters listed below are EITHER satisfied (and attached where appropriate), OR Credit Approval is held to waive or defer follow-up.

Helen Sutton

Sales Manager/Responsible Officer Name

23.3.2015

Date

0402793709

Phone

Signature

31st of March 2015

Drawdown Date Required

List of Documents Attached

Please have the document below executed

| Bank copies | Customer copies | Guarantor / Mortgagor copies | (eDocs) Total copies |
|----------------|--------------------|------------------------------------|----------------------------|
|----------------|--------------------|------------------------------------|----------------------------|

| | | | | |
|---|---|---|---|---|
| Business Finance Agreement | 1 | 1 | 3 | 5 |
| Property Trustee Guarantee | 1 | | 1 | 2 |
| Mortgage from Property trustee (including Annexure) | 1 | 1 | | 2 |
| VOI Checklist | | 1 | | 1 |
| Guarantor's Indemnity Waiver | 1 | | 1 | 2 |
| Statutory Declaration by director of SMSF trustee of individual trustee | 1 | | 2 | 3 |
| WBC SMSF Side Deed | 1 | | 1 | 2 |
| Interview Checklist | 1 | | | 1 |
| External Letter-Members | 1 | | 1 | 2 |
| VOI Memo | 1 | | | 1 |
| Invoice | 1 | | 1 | 2 |
| External Letter-Priority Trustee | 1 | | 1 | 2 |
| Witnessing Requirements Form | | 1 | | 1 |
| Commercial Mortgage Memorandum | | 1 | | 1 |
| VOI Certificate | 1 | | | 1 |

Outstanding Matters

Must be actioned before Settlement & Drawdown can proceed

| | | |
|--|-------------|-----------|
| | Approved | Approved |
| | Satisfied / | Follow-up |
| | Attached | post |
| | | drawdown |

Please ensure any non-standard conditions required by credit are met.

Please ensure copy of valuation report is forwarded to "BLOG PDQ/VMQ" for completion of Valuation Management Queue (VMQ)

[For NSW] ... Please ensure Transfer of Land has been imaged under "TRANSFER" category prior to the returning of customer signed documents to Customer Fulfilment Teams".

[For NSW] ... Mortgage must be printed SINGLE sided and 1 Bank copy returned. ✓

[For NSW] ... Verification of Identity (VOI) Checklist and Certificate/s must be completed and returned.

Please ensure all documents printed from email meet the printing requirements set out in the "How to Print BLO Documents" guide. [Refer link provided in the e-mail]

ESR Cleanse to change Property Trust from Mews Bowral Property Trust to The Holding Trust

Credit Approval (if applicable)

The outstanding matters indicated on this DCC (with initials), are EITHER waived for the purpose of drawdown OR, Credit Approval is given to defer follow-up. The SALES MANAGER must clear outstanding items as specified in the "Cleared-by Date of Outstanding Items" below.

Credit Officer Name

Signature

Date

Phone

Cleared-by Date of Outstanding Items

Manager's Additional Comments to BLO

DOCUMENT COMPLETION CERTIFICATE (DCC) - CUSTOMER

Customer: **How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund**Manager: **Helen Sutton**Date: **13 March 2015**

IMPORTANT INFORMATION

To avoid unnecessary delays please ensure the following items/actions are completed in full

- Sign all documents where indicated, and ensure you have written your full legal names beside your signature.
- A witness **cannot** be a person signing as either borrower and/or guarantor. (Refer to Witness Requirements for more information).
- For documents that are to be **signed with company seal**. Contact your Westpac Relationship Manager for the correct documents if you are signing without seal.
- Do not make any amendments to the Loan documents.
- All writing must be in permanent black or blue ink.

| Documents | Actions required |
|--|--|
| Business Finance Agreement | (-- for Individual Borrower --) Sign and date the Signature Panel under Acknowledgement & Acceptance Section (-- for Company Borrower --) For Business Loan, Bank Bill Business Loan or Business Equity Access Loan please 1) Sign and date the Business Purpose Declaration 2) Sign and date the Customer Signature Panel 3) Sign the Redraw Request For all other loan please sign & date the Signature Panel under Acknowledgement & Acceptance Section. |
| Mortgage from Property trustee (including Annexure) | Sign, date and return (Note: Individual/s should have all documentation witnessed) |
| VOI Checklist | Convenants panel on page 2 must be signed by all mortgagors |
| Witnessing Requirements Form Commercial Mortgage Memorandum | For Information only |

Our reference Sarah Beehag 35001938
Direct line +61 2 9931 4707
Email sarah.beehag@gadens.com
Partner responsible Amber Warren

Gadens Lawyers
Sydney Pty Limited
ABN 69 100 963 308

77 Castlereagh Street
Sydney NSW 2000
Australia

17 March 2015

The Directors
How Heavenly Pty Ltd

DX 364 Sydney

T +61 2 9931 4999
F +61 2 9931 4888

Dear Andrew and Heather,

gadens.com

Review of Self-Managed Superannuation Fund Loan Transaction

Bank Westpac Banking Corporation
Borrower/SMSF How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund
Property Trustee Mews Bowral Pty Ltd ACN 603 671 487 as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW
Property The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576

We act for the Bank in relation to the proposed loan to the SMSF. We have reviewed copies of the following documents:

1. The HB and AP Superannuation Fund Trust Amendment Deed undated (**Amendment Deed**) and The HB and AP Superannuation Fund Deed of Change of Trustee dated 29 May 2014.
2. The Holding Trust – 8/11 Bundaroo Street, Bowral NSW Trust Deed dated 5 March 2015 (**Property Trust Deed**).
3. Front page of the Contract for Sale undated.

Please provide the following documents to us **before** the Business Finance Agreement and other transaction documents are executed.

- ☒ Complete copy of signed and dated Amendment Deed as requested below.
- ☒ Copy of signed and dated Contract for Sale.
- ☒ Copy of Transfer of Land.

Superannuation Trust Deed

We have reviewed the Superannuation Trust Deed and make the following comments.

1. The copy of the Amendment Deed provided to us has not been signed or dated. Please provide a copy of the signed and dated Amendment Deed for our review.
2. We note we have not been provided with a complete copy of the Amendment Deed. The Governing Rules have not been provided. Please provide our office with a complete copy of the Amendment Deed for our review.

In undertaking a review of your superannuation trust deed for the purposes of the proposed loan by the Bank, we make no comments as to the compliance of your SMSF or the deed itself with the requirements of the *Superannuation Industry (Supervision) Act (SIS Act)*. You should seek your own independent legal advice.

Property Trust Deed

We have reviewed the Property Trust Deed and consider that it provides the Property Trustee with appropriate powers for this transaction.

A declaration of a trust can be liable to full ad valorem transfer duty on the value of the Property. We make no comment as to whether or not ad valorem duty is payable on this declaration of trust. You should obtain independent advice in relation to any stamp duty implications arising from the transaction.

Contract for Sale

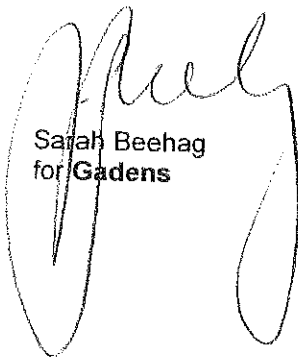
The contract for sale notes the purchaser as Mews Bowral Pty Ltd (or Nominees).

The copy of the contract for sale provided to us is not signed and dated. Please provide us with a copy of the vendor signed and dated contract.

Transfer of Land

Please provide a copy of the Transfer of Land for our review. Please ensure the correct Transferee, being the Property Trustee is noted on the Transfer of Land.

Yours sincerely



Sarah Beehag
for **Gadens**

Our reference
Direct line
Email
Partner responsible

Sarah Beehag 35001938
+61 2 9931 4707
sarah.beehag@gadens.com
Amber Warren

gadens

Gadens Lawyers
Sydney Pty Limited
ABN 69 100 963 308

24 March 2015

77 Castlereagh Street
Sydney NSW 2000
Australia

Vaise Luamata
Westpac Banking Corporation
1 King Street
CONCORD WEST NSW 2138

DX 364 Sydney

T +61 2 9931 4999
F +61 2 9931 4888

gadens.com

Dear Vaise

Loan to How Heavenly Pty Ltd
Deal number: 101968081

In accordance with our quote, we enclose our account for the amount of \$2,000.00 plus GST.

The work undertaken included the following:

1. Reviewing Self-Managed Superannuation Fund (SMSF) Trust Deed.
2. Review Property Trust Deed.
3. Review structure.
4. Drafting special conditions.
5. Preparation of documents.

Thank you for your ongoing instructions. Please let me know if any part of the work was not carried out to your satisfaction.

Yours sincerely

Sarah Beehag
for **GADENS**

Encl.

Our ref
Operative
Bill number

35001938
Sarah Beehag
1049359

gadens

Gadens Lawyers
Sydney Pty Limited
ABN 69 100 963 308

77 Castlereagh Street
Sydney NSW 2000
Australia

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gadens.com

24 March 2015

Vaise Luamata
Westpac Banking Corporation
1 King Street
CONCORD WEST NSW 2138

Loan to How Heavenly Pty Ltd (101968081)

WIN: PS0714
CCN: 070347

Tax Invoice

Our fee as agreed

\$2,000.00

GST
Total

\$2,000.00

\$200.00

\$2,200.00

Amount now due (incl GST)
(Total includes GST of \$200.00)

\$2,200.00

PLEASE NOTE: This invoice will be paid by Westpac on behalf of the customer. This invoice should not be paid directly by the customer.

for **Gadens**

Please pay this account upon receipt

Please return the attached remittance slip with your payment

Remittance Slip

Matter : Westpac Banking Corporation - SMSF
Regarding : Loan to How Heavenly Pty Ltd (101968081)
Account ref : 35001938 STB (AYW)
Amount due : \$2,200.00
Invoice date : 24 Mar 2015
Bill number : 1049359

Our firm's bank account details

Gadens Lawyers Sydney Pty Limited
Westpac Banking Corporation
BSB: 032 007 Account: 127 393

Please quote our 'account ref' in the description field when processing payment

Your rights in relation to legal costs

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

- discussing your concerns with us
- requesting an itemised bill
- having our costs assessed
- applying to set aside our costs agreement.

There may be other avenues available in your State or Territory (such as mediation). For more information about your rights, please read the fact sheet titled *Your right to challenge legal costs*. You can ask us for a copy, obtain it from your local law society, law institute or legal practice board or download it from their website.

Our reference Sarah Beehag 35001938
Direct line +61 2 9931 4707
Email sarah.beehag@gadens.com
Partner responsible Amber Warren
Your reference 101968081

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ABN 69 100 963 308

77 Castlereagh Street
Sydney NSW 2000
Australia

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gadens.com

24 March 2015

Helen Sutton
Westpac Banking Corporation

By Email hsutton@westpac.com.au
vlumata@westpac.com.au

Dear Helen,

Certification

| | |
|-------------------------|--|
| Bank | Westpac Banking Corporation |
| Borrower/SMSF | How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund |
| Property Trustee | Mews Bowral Pty Ltd ACN 603 671 487 as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW |
| Property | The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576 |

We have reviewed the following in accordance with the Bank's agreed Master SMSF Lending Procedures:

1. **The trust deed establishing the SMSF.** The fund appears to have been validly established and the rules of the fund empower the SMSF to purchase real estate, borrow money, secure repayment of borrowed money by charging real estate and grant indemnities.
2. **The trust deed establishing the property trust** under which the Property Trustee holds the Property on trust for the SMSF. We consider the property trust deed properly establishes the relationship of trustee and beneficiary in accordance with the requirements of the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*.
3. **The Business Finance Agreement** prepared by branch securities. We have added SMSF specific special conditions to the agreement and consider it is in order for this transaction.

Documents prepared by us

1. Mortgage.
2. Guarantee by the Property Trustee.
3. Guarantee by the members of the SMSF.
4. Guarantor's Indemnity Waiver.
5. Statutory Declaration from the SMSF regarding legal and financial advice.
6. Financial Advice Certificate.
7. SMSF Side Deed.

We understand that the Bank will arrange for the execution of these documents, arrange settlement, attend settlement, and where necessary, stamp and register the documents.

Special comments

1. In order to constitute a valid trust, there needs to be trust property at the date that the Property Trust is established. Normally this is a nominal amount (usually \$10) called the settled sum.

We note that the Property Trust Deed is dated 5 March 2015, which is before the date of the contract, but there is no settled sum. Accordingly, there is a risk that the Property Trust was not validly constituted as there was no trust property at the date of the Property Trust Deed.

Despite the risk that the Property Trust Deed may not be validly constituted, we consider an appropriate relationship of trustee and beneficiary has been created by virtue of the provision of the purchase money by the beneficiary, and because of the clear statement of intention in the Property Trust Deed.

The SIS Act does not specify that there must be a valid Property Trust deed, only that the property must be held on trust for the SMSF. That condition is satisfied by the facts noted above.

2. The credit approval states that the Code of Banking Practice applies to this loan. However, the Bank's policy states that the SMSF Trustee cannot be a trading company. Therefore, we have assumed that the Code of Banking Practice does not apply to this loan and we have prepared personal guarantees from the members of the SMSF on this basis.
3. Item 1 of the Detailed Security Information of the credit approval states that the guarantee by the Property Trustee is limited to the amount of \$286,000.00. The Bank's policy is for the guarantee by the Property Trustee to be limited to the Property. We have prepared the guarantee on this basis.
4. Item 1 of the Detailed Security Information of the credit approval states the Mews Bowral Property Trust will be giving a guarantee and a mortgage. A trust is not a separate legal entity. The Bank's policy is for the Property Trustee to give a mortgage and a guarantee limited to the Property and we have prepared the mortgage and guarantee on this basis.
5. The Property Trust does not have a term.
6. Redraw facilities are not permitted under the SIS Act. All references to redraw facilities have been deleted from the Business Finance Agreement.
7. We have not been provided with PPSR searches for the Borrower or the Property Trustee. Accordingly, we are unable to confirm whether there are any security interests registered against these entities. You may wish to obtain these searches prior to settlement.

Credit Memo/Approval

You have provided us with a copy of the credit approval for this loan. We have reviewed the approval and confirm that except as noted above, the transaction documents we have prepared reflect the approval.

We assume that the Bank has taken reasonable steps to verify the identity of the directors of the mortgagor.

Outstanding items

Nil.

Yours sincerely



Sarah Beehag
for Gadens



Amber Suzanne Warren

Business Loan Centre NSW
1 King Street
Concord West NSW 2138
Telephone No:
Facsimile No:
Our Ref: 101968081
Your Ref: 12446460

12 March 2015

TO: Westpac Premium 319-323 Bong Bong Street Bowral, NSW 2576

REF TO: Guarantee & Indemnity

SUBJECT: Customer Name: How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and
AP Superannuation Fund
Z93028538
Guarantor: Andrew Robert Pierce and Heather Lynne Byrne,

The pack of documents with respect to the guarantee(s) to be given by Andrew Robert Pierce and Heather Lynne Byrne has been prepared in terms of your instructions and we enclose the documents listed in the covering letter to each guarantor.

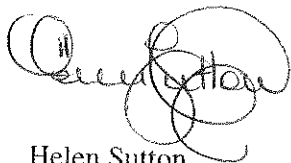
If the facility has been approved without the need for the guarantor to obtain legal advice, the Lender must;

- hand the separate guarantee pack to the named guarantor (it must not be given to the customer to deliver to the guarantor),
- ensure that the guarantor signs the guarantee in the absence of the customer, and
- where the Code of Banking Practice applies, allow the guarantor at least a day to consider the guarantee and related information before they sign the guarantee (subject to the following exception, the Lender will not accept the guarantee outside these arrangements). Where the guarantor is a director of the customer (borrower) and exercises their option of signing the guarantee earlier than is provided under clause 28.5 of the Code of Banking Practice and they have obtained independent legal advice, this requirement will be waived.

If the facility has been approved subject to the guarantor obtaining legal advice, the Lender must;

- hand the separate guarantee pack to the named guarantor (it must not be given to the customer to deliver to the guarantor), however, forwarding the pack direct to the guarantor's legal or financial adviser is acceptable, and
- if the guarantee has not been witnessed by the guarantor's solicitor the Lender may attend to this process provided the guarantor signs the guarantee in the absence of the customer.

The completed documents should be returned to us.



Helen Sutton
Relationship Manager
0402793709

INTERVIEW CHECKLIST – GUARANTOR

BORROWER How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund.

GUARANTOR Andrew Robert Pierce.

Note: You must not give the Guarantor any prediction or comfort that the borrower will be able to pay the guaranteed amount. It is the Guarantor's responsibility to check for themselves the borrower's ability to repay the guaranteed amount.

Please answer the following questions in the space provided
Have You

Answer - Yes or No
(or N/A for Q5-7, as
required)

1. met the guarantor **and** given him or her the guarantee pack personally, **which includes** a *copy of the guaranteed transaction (T&C)?
(If you answer "No", please advise detail of alternative arrangements made. An acceptable alternative would be, "posted documentation in a sealed envelope marked for the personal attention of the guarantor"). Never rely on a borrower or co-guarantor to deliver the document pack to the guarantor. Arrangements of this or any other nature require prior Credit approval.
Yes
2. during the interview, pointed out or read out to the guarantor the warning on the front cover?
(If you answer "No", please advise what alternative action has been taken. Acceptable alternative arrangements would be, "provided 'warning' during telephone conversation - guarantor is well known to me" OR "provided 'warning' during telephone conversation - guarantor is to obtain legal advice as a condition of the loan".) All other alternatives will require prior Credit approval.
Yes
3. recommended the guarantor get legal advice and financial advice?
*(This **recommendation** **MUST** be given in all matters even where a legal certificate is **NOT** a condition of the loan.)*
Yes
4. given the guarantor the chance to take the guarantee pack away to read the guarantee and other documentation?
*(The guarantor must **NOT** be pressured to sign immediately.)
if you answer "No" at 3 or 4, matter should immediately be referred to Credit for approval to waive these requirements. This is a prerequisite of drawdown.*
Yes
5. *told the guarantor fully and frankly of the financial problems affecting the borrower (if any), that is only your understanding of the position and he or she should check the position?
Yes
6. *told the guarantor to get an accountant to check the position of the borrower?
(not applicable to certain Category 'A' Guarantors who are closely involved in the day to day business of the borrower - see Business Credit Manual, pages DS5-2 & 6.)*
Yes
7. +informed the guarantor of the Bank's requirement that it will require a Statutory Declaration witnessed by a solicitor who does not act for the Bank, the borrower or other interested party, in this transaction, before the facility can be made available?
(+ not applicable to Category 'A' Guarantors - see Business Credit manual, page DS5-2.)
Yes

Date 23 / 03 / 15 Name of Interviewing Officer: HELEN SUTTON
(Signature) 

INTERVIEW CHECKLIST – GUARANTOR

BORROWER How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund.

GUARANTOR Heather Lynne Byrne

Note: You must not give the Guarantor any prediction or comfort that the borrower will be able to pay the guaranteed amount. It is the Guarantor's responsibility to check for themselves the borrower's ability to repay the guaranteed amount.

Please answer the following questions in the space provided

Have You

Answer - Yes or No
(or N/A for Q5-7, as
required)

1. met the guarantor **and** given him or her the guarantee pack personally, **which includes** a *copy of the guaranteed transaction (T&C)?
(If you answer "No", please advise detail of alternative arrangements made. An acceptable alternative would be, "posted documentation in a sealed envelope marked for the personal attention of the guarantor"). Never rely on a borrower or co-guarantor to deliver the document pack to the guarantor. Arrangements of this or any other nature require prior Credit approval.

Yes
2. during the interview, pointed out or read out to the guarantor the warning on the front cover?
(If you answer "No", please advise what alternative action has been taken. Acceptable alternative arrangements would be, "provided 'warning' during telephone conversation - guarantor is well known to me" OR "provided 'warning' during telephone conversation - guarantor is to obtain legal advice as a condition of the loan".) All other alternatives will require prior Credit approval.

Yes
3. recommended the guarantor get legal advice and financial advice?
(This recommendation MUST be given in all matters even where a legal certificate is NOT a condition of the loan.)

Yes
4. given the guarantor the chance to take the guarantee pack away to read the guarantee and other documentation?
*(The guarantor must NOT be pressured to sign immediately.)
if you answer "No" at 3 or 4, matter should immediately be referred to Credit for approval to waive these requirements. This is a prerequisite of drawdown.*

Yes
5. *told the guarantor fully and frankly of the financial problems affecting the borrower (if any), that is only your understanding of the position and he or she should check the position?

Yes
6. *told the guarantor to get an accountant to check the position of the borrower?
(not applicable to certain Category 'A' Guarantors who are closely involved in the day to day business of the borrower - see Business Credit Manual, pages DS5-2 & 6.)*

Yes
7. +informed the guarantor of the Bank's requirement that it will require a Statutory Declaration witnessed by a solicitor who does not act for the Bank, the borrower or other interested party, in this transaction, before the facility can be made available?
(+ not applicable to Category 'A' Guarantors - see Business Credit manual, page DS5-2.)

Yes

Date 23/3/2015 Name of Interviewing Officer: HELEN LEIGHTON

(Signature)

Relationship Manager, Westpac
Premium
319-323 Bong Bong Street
Bowral, NSW 2576

Telephone 0403 754 267
Facsimile (02) 4961 5132
Our Ref: 101968081
Your Ref: 12446460

12 March 2015

The Directors
How Heavenly Pty Ltd
175 Argyle Street,
Moss Vale NSW 2577

Dear Sir/Madam,

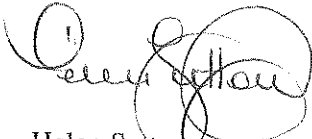
Thank you for the opportunity to discuss your finance requirements. I am pleased to advise that your request for finance has been approved. Full details regarding your Facilities are detailed in the attached Business Finance Agreement.

Would you kindly sign and return the duplicate Business Finance Agreement to accept this finance offer.

We appreciate the opportunity to provide your finance on this occasion and look forward to being of assistance to you in the future.

If you have any questions about any aspect of your finance or the attached documentation, please do not hesitate to contact me.

Yours sincerely,



Helen Sutton
Relationship Manager
0402793709

Business Finance Agreement

12 March 2015

To: How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund

We are pleased to offer finance as detailed in the following sections and attachments to this letter:

- **FINANCE DETAILS** **Page 2**
This schedule details the Facilities, including the finance amount, term, repayment arrangements, interest rate and fees payable.
- **DETAILS OF FEES & CHARGES** **Page 7**
This schedule displays details of the fees and charges payable, and how they are calculated.
- **TERMS OF FINANCE OFFER** **Page 9**
These are terms specific to your finance arrangements.
- **ACKNOWLEDGEMENT & ACCEPTANCE** **Page 15**
This section must be signed and returned to accept this finance offer.
- **ADDITIONAL ATTACHMENTS**

Product Schedules
These contain information specific to certain types of Facilities.
The attached Product Schedules relevant to your Facilities are:
 - **Business Loan - Fixed Rate**

General Conditions Schedule

The General Conditions Schedule contains terms and conditions that apply to all borrowers.

For definitions of terms used in this letter please refer to the General Conditions Schedule.

However, the General Conditions Schedule does not apply to Invoice Finance. This Agreement is a pricing agreement for the purposes of the Invoice Finance Agreement.

This Agreement only applies to the Facilities listed in the attached Finance Details.

Finance Details

| | |
|------------------------|--|
| Borrower's Name | How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund |
|------------------------|--|

| | | | |
|------------------------|--|---------------------------|---------------------------|
| Facility A | Business Loan | | |
| Purpose | To assist with the purchase of a commercial investment property located at 'The Mews' 8/11-13 Bundaroo Street, Bowral NSW 2676 | | |
| Existing Limit | \$ | 0.00 | |
| Change in Limit | \$ | +286,000.00 | |
| Resultant Limit | \$ | 286,000.00 | |
| Interest Details | | | |
| Fixed Rate % p.a. | 5.83 | Variable Base Rate Name | Small Business Loan Rate |
| Variable Margin % p.a. | 0.75 | Interest Type & Period | Fixed for 2 years 1 month |
| Resultant Rate % p.a. | 6.58 | Interest Charge Frequency | Monthly |
| Payment Details | | | |
| Finance Term | 15years. | | |
| Payment Amount | \$2,513.00 | Payment Frequency | Monthly |
| Payment Type | Principal Interest & fees | | |
| Facility Fee(s) | | | |
| Facility Fee Type | Loan Service Fee | Amount & Accrual Cycle | \$35.00 per month |
| Facility Fee Type | Line Fee | Amount & Accrual Cycle | Nil |

The following specific conditions apply to this Borrower's Facilities:-

Specific Conditions for Loans to Self Managed Superannuation Funds

1. Additional definitions

In these Specific Conditions:

Guarantor means Andrew Robert Pierce, Heather Lynne Byrne and the Property Trustee.

Property Trustee means Mews Bowral Pty Ltd ACN 603 671 487 as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW.

Purchased Property means The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576.

Superannuation Fund means The HB and AP Superannuation Fund.

Superannuation Trustee means How Heavenly Pty Ltd ACN 169 433 587, the trustee of the Superannuation Fund.

2. Redraw

Despite any other conditions of this Agreement, redraw is not available on this Facility.

3. Limited recourse

(a) Despite any other condition of this Agreement, this Agreement relates solely to money payable in respect of the loan made to the Superannuation Trustee under this Business Finance Agreement (including interest and all costs and charges associated with that loan), but does not impose on the Superannuation Trustee as trustee for the Superannuation Fund an obligation to pay any other money. For example, the Superannuation Fund is not obliged to pay all money which it owes us for any reason as specified in the *Memorandum of Common Provisions*.

(b) Despite any other condition of this Agreement or any other document, our rights and the Guarantors' rights against the Superannuation Fund on default are limited to recourse against the Purchased Property and in the absence of fraud or misrepresentation by the Superannuation Trustee, Westpac and Guarantors have no recourse whatsoever against the Superannuation Trustee or the Superannuation Fund for payment of all amounts referred to in the *Memorandum of Common Provisions* other than recourse against the Purchased Property.

(c) Subject to sub-clause (d), Westpac or a Guarantor must not take any step pursuant to the rights conferred by this Agreement to:

(i) have an administrator appointed to the Superannuation Trustee;

(ii) have a receiver, receiver and manager, trustee, other controller (as defined in the Corporations Act), liquidator, provisional liquidator or similar official appointed to the Superannuation Trustee, other than a

The following specific conditions apply to this Borrower's Facilities:-

- receiver of all or part of the Purchased Property only;
- (iii) have the Superannuation Trustee wound up, or prove in any winding up of the Superannuation Trustee;
 - (iv) carry out any distress or execution on any property of the Superannuation Fund other than the Purchased Property;
 - (v) exercise any:
 - (A) right of set-off;
 - (B) right to combine or consolidate accounts; or
 - (C) banker's lien, against the Superannuation Trustee, other than in respect of the Purchased Property;
 - (vi) make any other claim or institute any proceedings of any kind as against any property or assets of the Superannuation Trustee other than the Purchased Property.
- (d) The other provisions of this clause do not:
- (i) prohibit or restrict Westpac or a Guarantor from obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this Agreement by the Superannuation Trustee;
 - (ii) prohibit or restrict Westpac or a Guarantor from obtaining, or taking proceedings to obtain, declaratory or other such relief in relation to any provision of this Agreement with regards to the Superannuation Trustee; or
 - (iii) affect Westpac or a Guarantor's rights to:
 - (A) enforce this Agreement over the Purchased Property in accordance with the terms of this Agreement and the registered mortgage over the Purchased Property;
 - (B) for the sole purpose of enforcing its rights against the Purchased Property, proceed against the Property Trustee or the Superannuation Trustee to the extent necessary to enforce its rights against the Purchased Property or to obtain the benefit of the recourse to the Property Trustee or the Superannuation Trustee allowed by this clause; or
 - (C) enforce any rights it may have under any other document.
 - (D) enforce any rights it may have against the Superannuation Trustee for fraud or misrepresentation.

4. Own enquiries

The following specific conditions apply to this Borrower's Facilities:-

We make no warranty or representation in relation to the structure under which the Property Trustee and the Superannuation Fund has acquired the Purchased Property. The Superannuation Fund acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against us in relation to any aspect of the structure. For example, the Superannuation Fund has no claim against Westpac if the entry of the structure, this Business Finance Agreement, or the transaction reflected by this document makes the Superannuation Fund non-complying with any law or regulation. We can enforce this Business Finance Agreement in full despite any such non compliance.

5. Acknowledgement by Superannuation Trustee

The Superannuation Trustee acknowledges that despite any review of the Superannuation Trust Deed or the Property Trust Deed carried out by Westpac in respect of this transaction, we make no representation that the Superannuation Fund Trust Deed or the Superannuation Fund itself complies with the *Superannuation Industry (Supervision) Act*.

Other Specific Conditions for Business Finance Agreement – Business Loan

In respect of the Property The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576, you must provide to Westpac in form and substance satisfactory to it a valuation prepared [on its instructions] by a valuer approved by Westpac and addressed to Westpac with confirmation from the valuer that Westpac can rely on it.

You must pay all Costs associated with the preparation of the valuation report prior to the initial drawdown date of any Facility.

| |
|--|
| |
| |

| The Facilities for this Borrower will be secured by the following:- | |
|---|--|
| Status | Details |
| Offered | Guarantee and Indemnity from Andrew Robert Pierce & Heather Lynne Byrne limited to the loan amount of \$286,000.00. |
| Offered | Guarantee and Indemnity by Mews Bowral Pty Ltd ACN 603 671 487 as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW limited in recourse to the property located at The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576. |
| Offered | Supported by: Mortgage by Mews Bowral Pty Ltd ACN 603 671 487 as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW over the property located at The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576. |

Details of Fees & Charges

What are the set up costs for this finance?

| | |
|--------------------------------------|------------------|
| <u>Lender</u> | |
| Establishment Fee | \$ 986.00 |
| Total (excludes ongoing fees) | \$ 986.00 |

| | |
|--|--------------------|
| <u>Government</u> | |
| Loan Security Duty (estimate) | \$ 1,085.00 |
| Registration Fee - Land Titles Office (estimate) | \$ 214.00 |
| Total estimate | \$ 1,299.00 |

| | |
|---------------------------|-------------------------|
| <u>Other</u> | |
| Valuation Fee (estimate) | \$ To be Advised |
| Solicitors Fee (estimate) | \$ 2,200.00 |
| Total estimate | \$ To be Advised |

Do property valuation fees apply?

We may, at any time, obtain a valuation of any new security property or an updated valuation of any existing security property from a Licensed Valuer. If we do, you will have to pay for the valuation. We will advise you before we do so. The cost may be debited to one of your accounts.

Is the amount of these fees and charges likely to vary?

The fees and charges quoted above are indicative of what is payable to us and/or the Government.

Should we be required to pay additional Government charges in relation to the security documentation and they are not quoted above, then you will be required to cover these costs. Any fees or charges not paid by you (or authorised for payment) after acceptance of this offer may be debited to any of your accounts.

If the Facilities or Securities are complicated in nature, we may instruct our solicitors to prepare the Securities. If so, you will have to pay their costs and disbursements. An estimate of the amount payable will be provided to you on request.

If you increase, extend or vary a Facility, additional fees and charges may apply.

What happens if the Agreement does not proceed?

- You will be responsible for payment of any legal fees and disbursements incurred up to that time; and
- You may be required to pay, or we may keep (or debit any of your accounts with) any other fees and charges incurred, which would have been payable under the Agreement.

If, after accepting this offer, you decide not to proceed, we are entitled to retain the Establishment Fee, but part of the Establishment Fee may be refunded to you. As you will appreciate, the funds retained will be used to compensate us for work completed up to the point of you notifying us that the Facilities are no longer required.

Please note, if you had elected to add the Establishment Fee to the amount of your Facility, and after accepting this offer you decide not to proceed, you may still be required to pay part of the Establishment Fee. The Lender may debit any of your accounts for this amount.

How are the ongoing fees and charges on my Facilities calculated?

The Finance Details set out each fee applicable to your Facilities, and the amounts or rates of those fees. The method of calculation and charging for these fees is detailed below.

Business Loans

Loan Service Fee is a flat fee, calculated monthly in arrears. It is charged to your account quarterly in arrears on the last Business Day of March, June, September and December.

Line Fee is calculated as a percentage of the Facility limit. It is charged monthly in advance from the first Business Day of the first full month after the Facility is established. There is no refund for the month the account is closed.

Administration Fee is applicable to fixed rate loans only. It is a flat fee currently \$300, but subject to change. It is charged to your loan account whenever a prepayment (payment above the agreed repayment schedule) is made on a fixed rate loan.

Break Cost is applicable only to fixed rate loans. Full details of how the cost is calculated is contained in the "To help you better understand fixed interest rates" explanatory handout. It is debited to your loan account where there is a cost payable by you.

Terms of Finance Offer

What do I need to do before the finance will be available to me?

This offer of finance is subject to the following conditions. You need to:

- accept this offer (See “How can I accept this finance offer?”)
- pay the Establishment Fee
- satisfy our valuation requirements
- complete and sign any new security documentation, and any other documents we ask you to sign, to our satisfaction including, in the case of Invoice Finance, the Invoice Finance Agreement
- in order for us to accept a guarantee as security, the Guarantor will need to meet with one of our representatives without you being present. The Guarantor will also need to obtain independent legal advice from an independent lawyer (neither yours nor ours) who will provide us with a certificate to the effect that the Guarantor fully understands and agrees to the terms of the new guarantee. (please note that we will not be responsible for the cost of that advice - the lawyer’s costs are the responsibility of you or the guarantor). A Guarantee Document Preparation Fee also applies.

We need not provide any finance to you, unless we are satisfied that no Default Event (as defined in the General Conditions Schedule or, in the case of Invoice Finance, the Invoice Finance Agreement) is continuing, or would result from the finance being provided.

Do I have to provide Security?

This is not an agreement to give Security. However, unless a Facility is stated as unsecured in the Finance Details, we will not provide any Facility until you do so.

When will my finance arrangements be reviewed?

We may review each Facility other than the Invoice Finance Facility:

- annually and
- at any other time after giving notice to you.

Refer to the General Conditions Schedule for further information.

In the case of Invoice Finance, we may review the Facility in accordance with the Invoice Finance Agreement.

What should I know about interest rates, margins and Term Premium for Facilities other than Commercial Bill Line Facilities?

Where an interest rate applies to a Facility:

- interest accrues and will be calculated on the daily balance owing in the loan account from the first day of drawing to the date of repayment
- where either monthly interest is specified in the Finance Details or where no interest charge frequency is specified in the Finance Details (and the Borrower has not otherwise paid interest only in advance for the relevant period), interest is payable on the last Business Day of each calendar month

- quarterly interest (where applicable) will be payable on the last Business Day of March, June, September and December
- half yearly interest (where applicable) will be payable on the last Business Day of March and September
- interest may be debited to the loan account without notice to you.

You agree to pay:

- interest on each Facility at the overall rate stated in the Finance Details (see the “Resultant Rate”). The Resultant Rate is made up of the Rate or base rate plus any margins and any Term Premium stated in the Finance Details
- interest on overdue amounts including excesses above Facility Limits at the *Unarranged Lending Rate* (as determined by the Lender from time to time).

Where there is a “Rate” specified in the Finance Details it is based upon BBSY determined as set out in the General Conditions Schedule (unless we notify you before you enter into the facility that it is based on another external reference rate). Where there is a “base rate” named in the Finance Details it is as defined in the General Conditions Schedule.

Where the rate or base rate is variable we will notify you of variations to our current rates (other than rates linked to an external reference rate such as BBSY), and our *Unarranged Lending Rate* either by advertisement appearing in a national newspaper or in writing to you or any other method allowed under any applicable law or code. (see General Conditions Schedule).

Any Business One Margin or Business Loan Margin incorporated in your Resultant Rate is determined by taking into account the term of the Facility, our internal and external funding costs (without including our costs of the external reference rate or market linked rate applying to your Facility) and any other matter we consider relevant adopting commercially reasonable procedures and is calculated daily and is payable with any interest.

Any Margin Rate incorporated in your Resultant Rate is calculated on the balance outstanding of your facility and is payable with any interest.

We may vary any margin at any time. If you have paid Interest Only in Advance any change to the Margin Rate will take effect at the conclusion of the Interest Only in Advance Period. We will notify you of the amount of the change either by advertisement appearing in a national newspaper or in writing to you or any other method allowed under any applicable law or code. (see “Variations” in the General Conditions Schedule).

Any change in a rate, base rate, or margin means your Resultant Rate changes. You can call us at any time to find out your current Resultant Rate.

Any Term Premium incorporated in your Resultant Rate will be based upon the term of your Facility. It is calculated on the balance outstanding of your facility using a simple interest calculation and applies in addition to the fixed or variable rate and is payable with any interest.

Details of our current interest rates are available on our website or on request.

Can the amount of my fees and charges change?

Fees and charges quoted in the Finance Details are based on the finance product selected. Any changes to amount outstanding, or to terms and conditions, may result in a change to the amount of those fees. See “How are the ongoing Fees and Charges on my Facilities calculated?” (or, in the case of Invoice Finance, the Invoice Finance Agreement) for more details.

We may vary the fees and charges payable, or introduce new fees and charges, as explained in the General Conditions Schedule (or, in the case of Invoice Finance, the Invoice Finance Agreement).

Goods and services tax (GST) is a tax payable in respect of taxable supplies (as defined in the GST law).

Some fees and charges may be varied as a result of GST in the manner outlined above.

Where, as provided in the General Conditions Schedule (or, in the case of Invoice Finance, the Invoice Finance Agreement) you have to:

- indemnify us against an amount; or
- pay or reimburse us for an amount we will pay or have paid to someone else (a Supplier) and the cost to us includes GST payable to the Australian Tax Office by the Supplier,

the amount you will pay us, or that we may charge to any of your accounts, will include any GST or other tax paid or payable by us or the Supplier.

However, to the extent that we are entitled to claim an input tax credit or a reduced input tax credit in respect of any supply which is paid or reimbursed by you, and the benefit of that credit is not reflected in the amount you have paid, it will be passed on to you later.

Where are the ongoing fees charged?

Those fees may be charged to any of your accounts. Generally this will be the Facility account or the principal transaction account of the borrower.

What happens if there is a change in law?

Whenever we determine that as a result of a Change in Law any of the following occurs in connection with our commitment to provide any Facility (subject to the terms of this Agreement) or in connection with financial accommodation provided or to be provided under any Facility or this Agreement:

- our costs are increased;
- an amount received or receivable by us is reduced; or
- our return on capital or other effective return is reduced (including because more capital needs to be allocated to any Facility and cannot be used elsewhere),

we may notify you. You must pay us on demand the amounts certified by us to be necessary to compensate us for the increase or reduction. That certificate will give an outline of the calculation of the amount demanded and will be conclusive and bind you in the absence of manifest error.

A **Change in Law** is the introduction of, or a change in, any law, official directive, ruling or request or a change in its interpretation or application. If it does not have the force of law, it must be one with which responsible Australian banks would comply. It includes any with respect to capital adequacy, special deposit, liquidity, reserve, prime assets, tax or prudential requirements (except a change in tax on overall net income).

How can I make repayments?

Refer to 'How can I make my payments'

Are my Facilities repayable on demand?

Yes, unless otherwise stated in the Finance Details.

How often will I receive statements of account?

We will send you a statement of your loan account every six months or more frequently as agreed between us.

Does the Code of Banking Practice apply?

If any one borrower is a small business as defined by the Code:

Each relevant provision of the Code of Banking Practice will apply to your finance from the date we adopt that provision.

We do not automatically apply every provision of the Code to certain customers and guarantors dealing with our equipment finance business, for reasons relating to the speed with which they prefer to effect those transactions. Those customers can, however, elect to receive either the full disclosure benefits of the Code or the benefit of best practice, non-Code based disclosure.

The relevant descriptive information referred to in the Code of Banking Practice is set out in our Terms and Conditions booklets:

- *Deposit Accounts for Personal Customers Product Disclosure Statement - incorporating Terms and Conditions for using your account*
- *Deposit Accounts for Business Customers Product Disclosure Statement - incorporating Terms and Conditions for using your account*

These booklets include the following information:

- our account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- general descriptive information regarding bank cheques;
- a recommendation that you inform us promptly if you are in financial difficulty; and
- a recommendation that you carefully read the terms and conditions applying to the relevant banking service (which in relation to your business finance means you should carefully read your Business Finance Agreement before signing it).

Copies of these booklets are available on request.

If none of the borrowers are a small business as defined by the Code:

No.

If I am borrowing with someone else, can I determine my liability?

If there is more than one borrower, each of you is individually liable for the full amount of the Facilities, unless this Agreement provides otherwise. We will allow a borrower to terminate their liability in respect of future advances or financial accommodation on giving us written notice. This right only applies where we can terminate any obligation we have to provide further credit to any other borrower under the same Facility.

How can I make my payments?

You can make any repayment of amounts lent under this Agreement or payment of any other amounts under this Agreement:

- by periodical payment from an account in your name you conduct with us. You can choose this option by completing the details in the Acknowledgement and Acceptance section. Current periodical payment fees are quoted in our Banking Services brochure, which you can obtain from any branch, or by calling Business Telephone Banking on 132 142; or
- by periodical payment from an account with another financial institution – you will need to organise this with that financial institution; or
- at any of our branches in Australia. Please let your Business Banking Manager know if you require a deposit book; or
- by use of Business Internet Banking or Business Telephone Banking.

Some of the options listed above may not be available to you, depending on your Facility. Your Business Banking Manager can assist you in selecting the right payment option for your Facility.

If you arrange to make payments by direct debit and we debit your account where there are insufficient funds in it, then the payment may be reversed and you will be regarded as not having made your payment.

If you ask us to cancel a request to arrange direct debit payments to your loan account from an account with another financial institution we will do so promptly. However you will need to make other arrangements to make your loan repayments.

We will promptly process any complaint by you that a direct debit was unauthorised or otherwise irregular.

Where the interest rate is other than a fixed rate and the Payment Amounts are stated in the Finance Details schedule of this Agreement, those amounts are calculated on certain assumptions (including that there is no change in interest rates, and payments are made on the due date). It is unlikely these assumptions will all turn out to be true in most cases. Where there is a change with your loan (for example, an increase or decrease in interest rates) you may need to speak to the Lender about increasing or decreasing the Payment Amount to stay within the nominated Finance Term. The Lender will not be responsible for informing you of any increase or decrease in the Payment Amount that may be necessary to maintain the nominated Finance Term.

Can I stop my obligations in respect of further advances?

If you are jointly and severally liable under a credit Facility, we will allow you to terminate your liability in respect of future advances or financial accommodation on giving us written notice. This right only applies where we can terminate any obligation we have to provide further credit to any other debtor under the same credit Facility, for example any obligation we may have to pay unpresented cheques under an overdraft Facility.

How can I accept this finance offer?

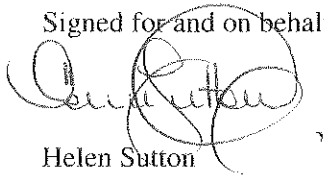
You have 30 days from the date of this offer to accept it, unless we extend the date.

You will need to complete, sign, date and return the second copy of this Finance Agreement to this office. When we receive your acceptance, the Agreement will commence and will replace all previous agreements between us in relation to the Facilities.

We may withdraw this offer at any time before you accept it, if we become aware of anything we consider changes the basis on which the offer was made.

If you do not draw any Facility (except for Overdraft or Line of Credit Facilities) within 3 months after you accept the offer, we may cancel that Facility unless we have agreed otherwise.

Signed for and on behalf of Westpac Banking Corporation by:

A handwritten signature in black ink, appearing to read 'Helen Sutton', is written over a circular stamp or seal.

Helen Sutton
Relationship Manager
Relationship Manager, Westpac Premium
0402793709

Acknowledgement & Acceptance

Acknowledgements And Acceptance of Business Finance Terms and Conditions

Each Borrower:

1. accepts the offer dated 12 March 2015
2. acknowledges receipt of, has read and understood the General Conditions Schedule (except where this Agreement provides an Invoice Finance Facility only) and any Product Schedules
3. *encloses the Invoice Finance Agreement signed in duplicate
4. requests that you prepare any Securities and authorises you to register the Securities *(and, for Invoice Finance, the Invoice Finance Agreement) on any register you consider appropriate. (I/We acknowledge that I/we must pay all registration fees even if settlement does not occur)
5. ~~*encloses a cheque for the total amount of fees payable (I/We will forward a cheque for any valuation fees, registration fees applicable, once advised of the amount).~~
*authorises you to debit the following account(s) for the fees payable (including any valuation fees, registration fees applicable):

| | | | |
|----------------|---------------|----------------|-------|
| Account Number | <u>371313</u> | Account Number | _____ |
| Branch | <u>032716</u> | Branch | _____ |
| Amount \$ | _____ | Amount \$ | _____ |

6. *requests that you debit my/our account number 371313 at 032716 - BOWRAL branch for the balance of the purchase moneys payable at settlement. *(up to the sum of \$130,000), and pay this amount as my/our solicitor/agent/conveyancer directs.
7. *authorises you to debit my/our account and pay my/our solicitor's/agent's/conveyancer's account, as instructed at settlement.
8. a)

*authorises you to debit the following account(s) conducted with you for the Payment Amount(s) as outlined in the Finance Details section of this Agreement:

Loan Account to be credited

Account to be debited

Facility: A

Account Name: _____

Account Number: _____

Branch Name: _____

Please note that you may only nominate an account to be debited that is held in the name of at least one borrower. If you wish an account in another name to be debited, you will need to arrange for that account holder to establish a periodical payment authority separately.

b)

*authorises you to debit the following account conducted by with you for the interest charge as described in the Interest Details section of the Finance Details schedule:

Loan Account to be credited

Account to be debited

Facility: A

Account Name:

Account Number:

Branch Name:

Please note that you may only nominate an account to be debited that is held in the name of at least one borrower. If you wish an account in another name to be debited, you will need to arrange for that account holder to establish a periodical payment authority separately.
(*delete & initial whichever is not required)

9. confirms that they do not hold any assets as the trustee of a trust unless the Agreement states that it is a trustee;
10. where the offer includes a Fixed Interest Rate Facility, declares that they have read and understood and agree to the Fixed Rate Acknowledgement.
11. acknowledges that each Borrower is liable for the whole amount of the Facility. This means that you can require any borrower to pay all the principal, all the interest and all other amounts. If the other Borrower or Borrowers do not pay any amount, each Borrower acknowledges that it will have to pay the full amount itself.

SIGNED for and on behalf of How Heavenly Pty Ltd ACN 169 433 587 as trustee for The HB and AP Superannuation Fund

Director

Print Name

ANDREW PIERCE

Secretary

Print Name

HEATHER BYRNE

DATED: 23 / 3 / 2015

The Solicitor, Settlement Agent or Land Broker acting for me/us is:-

Name: MEREDITH HATTON & ASSOCIATES

Address: SUITE 8B THE MEWS, 11-13 BUNDAROO ST BOWRAL 2576 NSW

Phone/Fax: PH - 02 48625511

BUSINESS LOAN - FIXED RATE

This Schedule sets out additional terms and conditions of your fixed rate Business Loan which are not included in the Finance Details.

Interest Rate

The fixed rate quoted in the Finance Details is indicative only. The exact fixed rate may be confirmed within 14 days before date of final drawing. The Lender may quote you a new fixed rate if the loan is not fully drawn within 14 days after the rate is accepted by you.

Conclusion of Fixed Rate Period

At the end of the fixed rate period you may ask the Lender to quote you another fixed rate for a further period (if available). If you do not select a new fixed interest rate, your loan will automatically change to a variable rate Business Loan and the interest rate will automatically change to the Lender's variable base rate plus any margin, current at the time. Please contact us at this time if you wish to discuss your options.

Portability

If you want to replace any of the security for your loan with other security approved by the Lender, please contact the Lender. If the Lender agrees to your request, you will need to pay a fee.

Interest Only in Advance Option

If the Finance Details states that an Interest Only in Advance option applies to your loan, then you will pay interest at the Resultant Rate in advance for the period specified in the Finance Details (the "Interest Only in Advance Period"). The prepayment amount quoted in the Finance Details must be paid on or before the commencement of the Interest Only in Advance Period. The amount quoted may change if the Lender has to quote you a further fixed interest rate because you have not fully drawn the loan within the time specified.

The Lender may need to make an adjusting interest entry to another account in your name at the end of the Interest Only in Advance Period if the end of that period falls on a day when the Lender is not open for business. You will be required to nominate another account in your name, acceptable to the Lender, for this purpose.

The Lender may accept payments of interest in advance in subsequent periods, but will not be obliged to do so.

This option is not available while the interest rate on your loan is variable.

Drawdown

Your loan is to be fully drawn in one amount unless the Finance Details advises otherwise.

When you are ready to draw the loan, or if the loan is being progressively drawn, when you wish to arrange your final progressive drawing, please contact us within 14 days before drawdown is due to confirm the exact rate which will apply for the fixed rate period of your loan.

AFTER WE TELL YOU THE EXACT FIXED INTEREST RATE FOR THIS LOAN, PLEASE COMPLETE & RETURN THE ATTACHED "ACCEPTANCE OF FIXED INTEREST RATE" FORM.

This will:

- ensure quick access to your loan funds, and
- confirm your acceptance of the fixed rate we have quoted.

**IT IS IMPORTANT THAT YOU READ AND MAKE SURE YOU UNDERSTAND THE
ATTACHED EXPLANATORY HANDOUT “TO HELP YOU BETTER UNDERSTAND FIXED
INTEREST RATES” BEFORE ACCEPTING THIS OFFER.**

**“TO HELP YOU BETTER UNDERSTAND FIXED INTEREST RATES”
EXPLANATORY HANDOUT - LOANS**

What is a fixed interest rate loan?

It is a loan where the interest rate is fixed (stays the same) for an agreed period. The fixed interest rate period may be shorter than the overall loan term.

At the end of the fixed interest period the loan will revert to a variable interest rate. Alternatively you may choose one of the following, subject to the terms of the loan offer:

- fix the interest rate for another period at the rate then available (conditions apply)
- reduce the amount of the loan
- repay the loan

What is the best type of Facility - variable or fixed?

The answer depends upon your individual financial circumstances and your opinion on interest rate movements in the future. There are risks involved.

No one can accurately forecast future interest rates. However, there are a number of sources of information that may help you in coming to your own conclusion. These include economic papers produced by the government, the Reserve Bank and comment by economic writers in the newspapers. The Lender's staff are not able to advise you on possible future interest rate movements.

If you think that interest rates will fall during your proposed fixed interest rate period, then a variable interest rate Facility may be your preferred option.

If you think there is a risk that interest rates will rise during this period, then the fixed rate interest rate Facility may be your preferred option.

It is your decision which option is best for you. You should discuss your decision with your Accountant or Financial Adviser.

What are the main advantages of fixed interest rate borrowing?

Your interest rate is fixed for the chosen period. During that time you are unaffected by interest rate increases. As repayments are a known cost you can budget more effectively.

What are the main disadvantages of fixed interest rate borrowing?

Interest rates can fall leaving you to continue paying the agreed fixed interest rate throughout the fixed interest rate period. Your repayment amount is set. If you make a lump sum payment or repay the loan early there may be a cost (see below).

Can I change from a variable interest rate to another interest rate?

Yes, this is called a “Switch”, however you may be liable to pay a switching fee. A switching fee is charged when changing from one interest rate type to another. It does not apply to changes made within 14 days after a fixed interest rate period ends.

The switching fee applies when the following changes are made during the overall loan term:

- fixed interest rate to a variable interest rate
- fixed interest rate to another fixed interest rate
- variable interest rate to a fixed interest rate.
- This switching fee will be in addition to any break costs or fees that may be incurred when you switch a fixed interest rate loan to another fixed interest rate or to a variable interest rate.

What if I wish to prepay my fixed interest rate loan?

If you do any of the following before the end of a fixed rate period:

- prepay all or part of your loan (that is, repay it ahead of the due date); or
- switch all or part of your loan from the fixed interest rate to a new fixed interest rate or to a variable interest rate,

then you may need to pay an amount to the Lender (a "cost"). This amount depends on the interest rate movements and the remainder of the fixed rate period left to run.

This cost will apply regardless of the reason for the prepayment or switch, and whether or not the prepayment or switch is carried out at your request. The Lender may debit any such cost to your loan account.

The Lender generally arranges its own funding position on the assumption that it will receive those payments. As a result, if you make a prepayment it will change that funding position. The Lender may make a loss from re-arranging its own funding. The estimated amount of that loss will be passed on to you as a break cost.

An Administration Fee is applicable to any partial or full prepayment of your Facility during any fixed interest rate period, which the Lender may debit to your loan account.

How is the prepayment amount calculated?

To calculate whether you need to pay the Lender a break cost, the Lender will use a formula. The formula is a pre-estimate of the Lender's loss in the value, at the time of prepayment, of receiving payments early when compared to the value, at the time of prepayment, of the payments it would have received had the prepayment not occurred.

The formula does not necessarily reflect the actual transaction that the Lender may enter into at the time of prepayment. Nor does it necessarily reflect a specific transaction that the Lender enters into when it fixes your interest rate, to manage its own funding position. The Lender manages its funding position on a portfolio basis. There will not necessarily be a specific transaction referable to your loan.

Among other factors, that formula takes into account:

- the Wholesale Interest Rate for the fixed interest rate period which applied on the first day of the fixed interest rate period
- the Wholesale Interest Rate for the part of the fixed interest rate period left to run, using rates which apply at the time of prepayment (the "current Wholesale Interest Rate")
- the amount of principal prepaid
- the amount of any unpaid interest, fees, charges and any default interest which has been debited
- the timing, dollar amount and frequency of payments required under this Agreement
- the portion of the fixed interest rate period left to run.

"Wholesale Interest Rate" is the rate at which the Lender can obtain funds from the Money Market on the relevant day for the relevant term applicable. For the purposes of the formula, the Wholesale Interest Rate does not include any applicable margin.

When using the formula the Lender may assume that the interest rates which apply on the day it makes the calculation will be the current rates on the date of prepayment.

In general terms you will pay the Lender a *cost*, if the Lender's current Wholesale Interest Rate is *lower* than the original Wholesale Interest Rate.

Prepayment Examples

The following examples are to help you understand how the prepayment formula works.

1. Say you take out a fixed rate loan of \$100,000 (Principal and Interest - based on a 10 year term) in January 2008, your fixed interest rate is 11% p.a. over five years. You make monthly repayments of

\$1,322 approximately. The original wholesale rate at drawdown was 10% p.a. You then prepay the loan after three years on an instalment date in January 2011.

If the two year wholesale fixed interest rate in January 2011 (the prepayment rate) is 8% p.a. you will pay the Lender a cost. The cost will be \$2,645.

2. For prepayment of the outstanding loan based on a 10 year Facility (principal and interest) with a fixed rate period of 5 years

Prepayment examples after the 1st, 2nd and 3rd years. Principal of Facility \$100,000.

| Original Principal | Outstanding Balance | Monthly Payment based on 10 year term | Years Remaining of fixed rate period | Original Wholesale Rate | Wholesale Prepayment Rate p.a. | Cost to Customer |
|--------------------|---------------------|---------------------------------------|--------------------------------------|-------------------------|--------------------------------|------------------|
| \$100,000 | \$79,603.00 | \$1,322.00 | 2 | 10.00% | 8.00% | \$2,645.00 |
| \$100,000 | \$87,089.00 | \$1,322.00 | 3 | 10.00% | 8.00% | \$4,047.00 |
| \$100,000 | \$93,866.00 | \$1,322.00 | 4 | 10.00% | 8.00% | \$5,478.00 |

What happens if you agree to take up a fixed rate loan but don't take it up?

If you agree to take out a fixed rate loan the Lender will hold the rate open for 14 days from the date you accept the fixed interest rate. If the loan is not drawn in full, within 14 days after you accept the rate, the Lender may quote you a new fixed rate, if available.

However, you may have to pay the Lender a cost in relation to the amount of the undrawn loan if you decide not to take up the loan after accepting the fixed interest rate. That cost will be calculated on the same basis as a break cost, as if you had drawn down the loan and repaid the amount in full.

FIXED RATE ACKNOWLEDGEMENT

Warning: It is advisable to, and the Lender recommends that you, seek financial advice on all aspects of fixed rate borrowing and prepayment before making a commitment.

By accepting the Lender's fixed rate loan offer, you acknowledge that:

1. you have read, have had read out to you or translated for you the brochure *To help you better understand Fixed Interest Rates* carefully;
2. someone from the Lender has told you that before you accept the Lender's offer of finance you should get advice from your financial adviser (such as an accountant);
3. you have got that advice or understand that if you do not get advice, that is your risk because:
 - no one can predict whether interest rates will rise or fall;
 - you cannot rely on the Lender to advise you, nor expect the Lender or any of its employees to manage your interest rate exposure;
4. you understand that if you enter into a fixed rate Facility you will not have the benefit of a lower interest rate, if the Lender's variable interest rate falls during that period;
5. you understand that where you have a **fixed interest rate Facility** you may be required to pay a break cost to the Lender if:
 - that Facility is not drawn in full within 14 days of fixing the interest rate;
 - that Facility is cancelled before drawing;
 - all or part of that Facility is repaid ahead of time; or
 - all or part of that Facility is switched to another interest rate,

during any fixed rate period. This amount depends on interest rate movements and the remainder of the fixed rate period left to run.

ACCEPTANCE OF FIXED INTEREST RATE

I/We refer to the Business Finance Agreement or Letter of Variation dated 12th of March 2015 and subsequent discussions.

I/We confirm that the fixed interest rate of * 6.58 % per annum is acceptable to me/us.

I/We also understand that indicative margins and fees specified in the Finance Details may change and will be confirmed to us prior to drawdown and will apply to the Facility for the present.

#Please credit the proceeds from drawdown of my/our loan account:

Account Name:

Account Number:

Branch:

to:

Account Name:

Account Number:

Branch:

Yours faithfully,

Shree

Deborah Byrne

All borrowers must sign.

Date: 23 / 3 / 2015

* Please write in the quoted fixed interest rate.

Delete this section if not applicable and initial.

Westpac Banking Corporation
ABN 33 007 457 141
SMSF Side Deed

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11874904_5

SMSF Side Deed

Details

Financier:
(“we”)

Westpac Banking Corporation, ABN 33 007 457 141
Address: 275 Kent Street, Sydney NSW 2000

SMSF trustee:

How Heavenly Pty Ltd ACN 169 433 587
Address: c/- Heather Byrne Accountant,
175 Argyle Street,
Moss Vale NSW 2577
(including its successors and assigns)

SMSF trust name:

The HB and AP Superannuation Fund

SMSF trust deed:

The deed of trust
dated: 19 December 2003
by: Andrew Robert Pierce and Heather Lynne Byrne
establishing the trust

SMSF trustee's documents:

(describe all documents the trustee enters into in connection with the transaction)

This deed
Business Finance Agreement dated 12 March 2015
Guarantor's Indemnity Waiver
Statutory Declaration regarding legal and financial advice
and any document signed or to be signed by the *SMSF trustee* connected with any of them.

Directors of SMSF trustee (if the trustee is a company):

Andrew Robert Pierce and Heather Lynne Byrne both of 48 Highland Drive, Bowral NSW 2576

SMSF beneficiaries who are intended to sign this document:

Andrew Robert Pierce and Heather Lynne Byrne both of 48 Highland Drive, Bowral NSW 2576

Security custodian:

Mews Bowral Pty Ltd ACN 603 671 487

Address: c/- Heather Byrne Accountant,

175 Argyle Street,

Moss Vale NSW 2577

(including its successors and assigns)

Security custodian trust name:

The Holding Trust – 8/11 Bundaroo Street, Bowral NSW

Custodian trust deed:

The deed of trust

dated: 5 March 2015

between: Mews Bowral Pty Ltd ACN 603 671 487

and: How Heavenly Pty Ltd ACN 169 433 587

establishing the trust

Property:

Title description Folio Identifier 8/SP49134

Location The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576

Mortgage:

The deed of mortgage over the property dated on or about the date of this deed granted by the security custodian in favour of us.

Security custodian's documents:

(describe all documents the security custodian enters into in connection with the transaction)

This deed

the mortgage

Guarantee

Guarantor's Indemnity Waiver

and any document signed or to be signed by the *security custodian* connected with any of them.

Directors of security custodian:

Andrew Robert Pierce and Heather Lynne Byrne both of 48 Highland Drive, Bowral NSW 2576

Date of SMSF side deed:

23RD MARCH 2015.

Provisions

Key words

The meaning of words printed *like this* and of some other common key words is explained at the end of this deed.

| | |
|--|-----------|
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Declarations

1.1 You declare that:

- (a) the *SMSF trustee* is the only trustee of the *SMSF trust*; and
- (b) the *SMSF trustee* has the power to sign the *SMSF trustee's documents* and perform its obligations under them; and
- (c) the *SMSF trustee* has signed or will sign the *SMSF trustee's documents* as trustee of the *SMSF trust*; and
- (d) the *SMSF trustee* has signed or will sign the *SMSF trustee's documents* and all transactions contemplated by them including the acquisition of the *property* with the consent of the *beneficiaries* who sign this deed and for the benefit of all beneficiaries of the *SMSF trust*; and
- (e) the *SMSF trustee* has the right to be indemnified out of the *SMSF trust fund* for all obligations it incurs in relation to the *SMSF trustee's documents* and the *SMSF trust fund* is sufficient to satisfy that right of indemnity; and
- (f) no action has been taken or proposed to remove the *SMSF trustee* as trustee of the *SMSF trust* or to appoint an additional or alternate trustee of the *SMSF trust*; and
- (g) you have given us true (ie complete and up to date) copies of the *SMSF trust deed* and other documents relating to the *SMSF trust* containing all the terms of the *SMSF trust*; and
- (h) the *SMSF trust* has been properly constituted and the *SMSF trust deed* is valid and enforceable; and
- (i) the *SMSF trustee* has complied with the *SMSF trust deed* and its obligations as *SMSF trustee*; and
- (j) no action has been taken or proposed to terminate the *SMSF trust* or revoke a power of the *SMSF trustee* and (as far as you are aware) no-one intends to take any such action; and

- (k) unless you tell us otherwise in writing, the *beneficiaries* who sign this deed are the only beneficiaries of the *SMSF trust*; and
 - (l) our rights under the *SMSF trustee's documents* have priority over the interests of the *beneficiaries*; and
 - (m) the *security custodian* is the only trustee of the *security custodian trust*; and
 - (n) the *SMSF trustee* is the only beneficiary of the *security custodian trust*; and
 - (o) the *security custodian* has the power to sign the *security custodian's documents* and all transactions contemplated by them, including the acquisition of the *property* and perform its obligations under them; and
 - (p) the *security custodian* has signed or will sign the *security custodian's documents* as trustee of the *security custodian trust*; and
 - (q) the *security custodian* has signed or will sign the *security custodian's documents* with the consent of the *beneficiaries* who sign this deed; and
 - (r) no action has been taken or proposed to remove the *security custodian* as trustee of the *security custodian trust* or to appoint an additional or alternate trustee of the *security custodian trust*; and
 - (s) you have given us true (ie complete and up to date) copies of the *custodian trust deed* and other documents relating to the *security custodian trust* containing all the terms of the *security custodian trust*; and
 - (t) the *security custodian trust* has been properly constituted and the *custodian trust deed* is valid and enforceable; and
 - (u) the *security custodian* has complied with the *custodian trust deed* and its obligations as *security custodian*; and
 - (v) no action has been taken or proposed to terminate the *security custodian trust* or revoke a power of the *security custodian* and (as far as you are aware) no-one intends to take any such action; and
 - (w) our rights under the *security custodian's documents* have priority over the interests of the *beneficiaries* or the *SMSF trust*; and
 - (x) the *SMSF trust* was constituted and at all times has been and will be conducted and administered in accordance with all applicable laws, including the *SIS laws* and the entering into of the *SMSF trustee's documents* and all transactions contemplated by them including the acquisition of the *property* will comply with, all applicable laws, including the *SIS laws*.
- 1.2 You must tell us whenever anything happens preventing you from repeating all the declarations in clause 1.1.

Undertakings and consent

- 2.1 The *SMSF trustee* agrees:
- (a) to do everything necessary to bind itself and its successors under the *SMSF trustee's documents*; and
 - (b) to comply with its obligations as *SMSF trustee*; and
 - (c) to ensure that it is the sole beneficiary of the *security custodian trust*.
- 2.2 The *security custodian* agrees:
- (a) to do everything necessary to bind itself and its successors under the *security custodian's documents*; and
 - (b) to comply with its obligations as *security custodian*; and
 - (c) to transfer the *property* to the *SMSF trustee* once all amounts secured by the mortgage over the *property* has been repaid in full and the mortgage discharged, at the request of the *SMSF trustee*; and
 - (d) to ensure that the *SMSF trustee* is the sole beneficiary of the *security custodian trust*.

2.3 You agree to ensure that, without our consent:

- (a) the *SMSF trustee* does not retire or cease to act and is not removed or replaced as trustee of the *SMSF trust*; and
- (b) another person is not appointed as joint or alternate trustee of the *SMSF trust*; and
- (c) the *SMSF trust* is not terminated and a vesting date is not declared; and
- (d) the *SMSF trust deed* is not changed and the terms of the *SMSF trust* are not otherwise varied; and
- (e) the *SMSF trust fund* is not mixed with other property, resettled or sought to be brought under court control; and
- (f) the *SMSF trustee's* right to be indemnified out of the *SMSF trust fund* for obligations it incurs in relation to the *SMSF trustee's documents* is not restricted; and
- (g) nothing is done to restrict the ability of the *SMSF trustee* to comply with its obligations in relation to the *SMSF trustee's documents*; and
- (i) the *security custodian* does not retire or cease to act and is not removed or replaced as trustee of the *security custodian trust*; and
- (j) another person is not appointed as joint or alternate trustee of the *security custodian trust*; and
- (k) the *security custodian trust* is not terminated and a vesting date is not declared; and
- (l) the *custodian trust deed* is not changed and the terms of the *security custodian trust* are not otherwise varied; and
- (m) the *security custodian trust fund* is not mixed with other property, resettled or sought to be brought under court control; and
- (n) the *security custodian's* right to be indemnified out of the *security custodian trust fund* for obligations it

incurs in relation to the *security custodian's documents* is not restricted; and

- (o) nothing is done to restrict the ability of the *security custodian* to comply with its obligations in relation to the *security custodian's documents*.

2.4 You (other than the *SMSF trustee*) consent to the *SMSF trustee* signing the *SMSF trustee's documents* and exercising rights and performing obligations in relation to the *SMSF trustee's documents*.

2.5 You (other than the *security custodian*) consent to the *security custodian* signing the *security custodian's documents* and exercising rights and performing obligations in relation to the *security custodian's documents*.

Indemnity

3. You indemnify us against and you must therefore pay us for:

- (a) loss we suffer in connection with you not observing any of your obligations or agreements under this deed or in connection with any declaration in this deed being inaccurate; and
- (b) the reasonable expenses we reasonably incur in enforcing this deed.

Waiver

4.1. You waive any right you have to claim that the *SMSF trustee* breaches the *SMSF trust* by signing a *SMSF trustee's document* or exercising rights or performing obligations in relation to a *SMSF trustee's document*.

4.2. You waive any right you have to claim that the *security custodian* breaches the *security custodian trust* by signing a *security custodian's document* or exercising rights or performing obligations in relation to a *security custodian's document*.

Acknowledgement

5.1 You know that we are relying on you entering this deed before signing or accepting the *SMSF trustee's documents* and *security custodian's*

documents and that, each time we give or continue to provide the *SMSF trustee* financial accommodation under the *SMSF trustee's documents* or we give or continue to provide to any person financial accommodation of which the *SMSF trustee* or *security custodian* guarantees repayment, we will be relying on your not having breached this deed. You acknowledge incurring obligations, and giving us rights, under this deed for valuable consideration from us.

- 5.2 *You acknowledge that you are responsible for ensuring that all of the SMSF trustee's documents, the security custodian's documents, the investment, and all associated transactions comply with all legal requirements (including the SIS laws and the documents establishing the SMSF trust). You should seek your own advice and make your own enquiries concerning all legal, taxation or financial aspects or risks. You should not rely on us or any of our representatives or employees. None of us or them are giving any advice or assurance. If we check any of the above, or satisfy ourselves with respect to them we do it for our own purposes, and you should not place any reliance on us doing so.*

Limited recourse

- 6.1 Despite any other provision of the *mortgage*, we may not have recourse to the *SMSF trustee* or its assets in connection with the *mortgage*. However, with respect to the amounts secured by the *mortgage*, we may have recourse to the *property* and its proceeds and the total amount available to us as a result of a realisation of the *property* (after payment of enforcement costs etc).
- 6.2 Subject to clause 6.3, nothing in clause 6.1 above limits us in:
- (a) exercising our rights or powers under the *mortgage* in relation to the *property*;
 - (b) obtaining an injunction or other order to restrain any breach of the *mortgage*; or
 - (c) obtaining declaratory relief.
- 6.3 In exercising any right, power or remedy under the *mortgage*, neither we nor any receiver, receiver and manager, agent or attorney appointed under the *mortgage* shall

incur, or have the authority to incur, any liability on your behalf or for your account except a liability which is itself subject to the limitation in clause 6.1.

- 6.4 For the purpose of determining the liability of any other guarantor or any security provider in relation to the amount owing the limit on liability under clause 6.1 will be disregarded.
- 6.5 We will not, in relation to any liability for which the *SMSF trustee* is not liable under clause 6.1:
- (a) obtain a judgment for the payment of money or damages by the *SMSF trustee*;
 - (b) issue any demand under s459E(1) of the Corporations Act (or any analogous provision under any other law) against the *SMSF trustee* ;
 - (c) apply for the winding up of the *SMSF trustee* or its bankruptcy;
 - (d) levy or enforce any distress or other execution to, on or against any of the *SMSF trustee's* assets other than the *property*;
 - (e) apply for the appointment by a court of a receiver to any of the *SMSF trustee's* assets other than the *property*;
 - (f) exercise or seek to exercise any set-off or counterclaim against the *SMSF trustee*; or
 - (g) take proceedings for any of the above and we waive our rights in respect of those applications and proceedings.
- 6.6 The *SMSF trustee* agrees that its beneficial interest in the *property* will be subject to the *mortgage* and any other any *security interest* which the *security custodian* gives to us over the *property*. We are not obliged or required to take notice of, or be bound by, any actual, contingent or future interest the *SMSF trustee* may have in the *property*.

Your obligations are unaffected

- 7 You agree that you are bound by this deed even if a person who was intended to sign this deed or a similar document does not do so or does not do so effectively.

Consents

- 8 Consents in connection with this deed must be in writing. We may give or refuse our consent in any way we consider appropriate, including by imposing conditions.

Applicable law

- 9 This deed is governed by the law of the state or territory where our address specified in the details is situated.

Execution

- 10 Where any party to this deed is a party in more than one capacity, the proper execution of this deed once will bind that party in each of its capacities.

Deed

- 11 This document is a deed.

Meaning of words

- 12 **beneficiaries** means all the beneficiaries of the *SMSF trust*.

arrangement with us means an arrangement (including an agreement or a security interest) under which the *SMSF trustee*, the *Security Custodian* or any other party to a *security interest* specified in the facility offer (as defined in the *SMSF trustee's documents*) has or could in the future have obligations to us or any of our "related entities" (as defined in the Corporations Act).

custodian trust deed means the Custodian trust deed described in the details.

mortgage means the mortgage described in the details.

property means the property described in the details.

security custodian means each person named in the details as security custodian. If there are more than one, *security custodian* means each of them separately and every two or more of them jointly.

security custodian's documents means the security custodian's documents described in the details.

security custodian trust means the trust established under the *custodian trust deed*.

security custodian trust fund means the property held on trust by the *security custodian* under the *custodian trust deed*.

security interest means any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust, power, title retention or flawed deposit arrangement. *Security interest* also includes a guarantee and indemnity.

SIS laws means Superannuation Industry (Supervision) Act 1993 (Cth) and Superannuation Industry (Supervision) Regulations 1994 (Cth).

SMSF trust means the trust established under the *SMSF trust deed*.

SMSF trust deed means the SMSF trust deed described in the details.

SMSF trustee means each person named in the details as SMSF trustee. If there are more than one, *SMSF trustee* means each of them separately and every two or more of them jointly.

SMSF trustee's documents means the SMSF trustee's documents described in the details.

SMSF trust fund means the property held on trust by the *SMSF trustee* under the *SMSF trust deed*.

we means the person or persons named in the details as financier. If there are more than one, *we* means each of them separately and every two or more jointly. **We** includes our successors and assigns.

you means each of the *SMSF trustee*, each director of the *SMSF trustee* (if it is a

corporation), the *security custodian*, each director of the *security custodian* (if it is a corporation), and each *beneficiary* who signs this deed separately and every two or more of them jointly.

The singular includes the plural and vice versa.

A reference to:

- a document or agreement includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- any thing includes the whole and each part of it;
- the Corporations Act means the Corporations Act 2001 (Cth).

Signing pages

Executed as a deed

Signed sealed and delivered on behalf of How
Heavenly Pty Ltd by:



Secretary/Director

HEATHER BYRNE

Print name



Director

ANDREW PIERCE

Print name

Signed sealed and delivered on behalf of Mews
Bowral Pty Ltd by:



Secretary/Director

HEATHER BYRNE

Print name

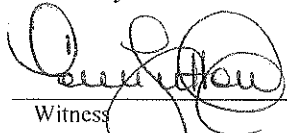


Director

ANDREW PIERCE

Print name

Signed sealed and delivered by Andrew Robert
Pierce in their capacity as Director of SMSF
Trustee, SMSF Beneficiary and Director of the
Security Custodian in the presence of:



Witness

HELEN SUTTON

Print name

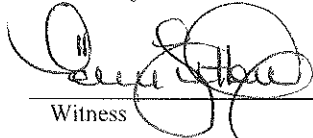
68 KINGS ROAD, MOSS VALE 2577 NSW

Print address



Andrew Robert Pierce

Signed sealed and delivered by Heather Lynne
Byrne in their capacity as Director of SMSF
Trustee, SMSF Beneficiary and Director of the
Security Custodian in the presence of:




Witness

HELEN SUTTON

Print name

68 KINGS ROAD, MOSS VALE 2577 NSW

Print address



Heather Lynne Byrne

| | |
|--|---|
| <p>I certify that the Attorney for the Lender, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.</p> | <p>Signed sealed and delivered by as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 No 332</p> |
| <p>..... Signature of Witness</p> | <p>.....</p> |
| <p>..... Name of Witness</p> | <p>Signature</p> |
| <p>..... Address of Witness</p> | <p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p> |



Westpac Banking Corporation

ABN 33 007 457 141

Guarantee and indemnity (SMSF Personal)

Important notice

You need to read this guarantee and indemnity.

- If you sign this guarantee and indemnity, you could become liable instead of or as well as the *customer*.
- It may become necessary for you to sell your assets so that you can pay us.
- You should have the full consequences of the guarantee and indemnity explained to you by an independent lawyer before you agree to sign it.
- By signing this guarantee and indemnity, you take on a personal liability to guarantee that we will receive payment. This is additional to any liability you have under any *encumbrance* (such as a mortgage) that you give us in connection with this guarantee and indemnity.

Key words

The meaning of words printed *like this* and of some other common key words is explained at the end of this guarantee and indemnity.

www.westpac.com.au

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Details

Financier ("we")

| | |
|-----------|----------------------------------|
| Name | Westpac Banking Corporation |
| ABN | 33 007 457 141 |
| Address | 275 Kent Street, Sydney NSW 2000 |
| Telephone | 0403 754 267 |
| Fax | (02) 4961 5132 |
| Attention | Helen Sutton |

Guarantor ("you")

(If more than two individuals refer to a schedule and include details in the schedule.)

| | |
|-----------|------------------------------------|
| Name | Andrew Robert Pierce |
| ABN | N/A |
| Address | 48 Highland Drive, Bowral NSW 2576 |
| Telephone | |
| Fax | |
| Attention | |

| | |
|-----------|------------------------------------|
| Name | Heather Lynne Byrne |
| ABN | N/A |
| Address | 48 Highland Drive, Bowral NSW 2576 |
| Telephone | |
| Fax | |
| Attention | |

Customer

| | |
|---------------------------------|-----------------------------------|
| Name of the superannuation fund | The HB and AP Superannuation Fund |
| Superannuation fund's ABN | 64 675 349 412 |
| Superannuation trust deed date | 19 December 2003 |
| Superannuation trustee's name | How Heavenly Pty Ltd |
| Superannuation trustee's ACN | 169 433 587 |

Property ("property")

| | |
|--|---|
| Title description (e.g. volume and folio) | Folio Identifier 8/SP49134 |
| Location | The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576 |

Security custodian

| | |
|------|--|
| Name | Mews Bowral Pty Ltd ACN 603 671 487 as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW |
| ACN | 603 671 487 |

Special conditions

See special conditions attached as Attachment A

**Date of guarantee
and indemnity**

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Provisions

1 Purpose of this guarantee and indemnity and extent of your obligations

- 1.1 This guarantee and indemnity is entered into in consideration of us providing or continuing to provide financial accommodation to the *customer* or not immediately enforcing rights against the *customer* at your request.
- 1.2 By signing this guarantee and indemnity, you could become liable to pay us:
- (a) under the guarantee in clause 2;
 - (b) under the indemnity in clause 3;
 - (c) *costs* and other expenses under clause 4;
 - (d) interest under clause 5.

However, the maximum amount we can recover from you is set out in the special conditions attached to this guarantee and indemnity.

- 1.3 You are liable for all the obligations under this guarantee and indemnity both separately on your own and jointly with any one or more other persons named in this guarantee and indemnity as guarantor.
- 1.4 This guarantee and indemnity takes effect as a cross-guarantee and cross-indemnity when one or more of the *customers* are the same as one or more of you. In those circumstances it is a separate guarantee and indemnity in relation to each *customer* as if that person were:
- (a) the only person included in the definition of "*customer*"; and
 - (b) excluded from the definition of "*you*".

2 Guarantee

- 2.1 You unconditionally and irrevocably guarantee payment to us of the *guaranteed money*. If the *customer* does not pay the *guaranteed money* on time and in accordance with any arrangement under which it is expressed to be owing, then you agree to pay the *guaranteed money* to us on demand from us (whether or not we have made demand on the *customer*).
- 2.2 The guarantee in clause 2.1 is a continuing obligation and extends to all of the *guaranteed money*.
- 2.3 You acknowledge that any *arrangement with us* may be varied or replaced from time to time.

You confirm that the *guaranteed money* includes any amount payable under any *arrangement with us* as varied or replaced. You confirm that this applies regardless of:

- (a) how the *arrangement with us* is varied or replaced;
- (b) the reasons for the variation or replacement; and
- (c) whether the *guaranteed money* decreases or increases or the *arrangement with us* is otherwise more onerous as a result of the variation or replacement.

This clause does not limit clause 8.

3 Indemnity

- 3.1 You unconditionally and irrevocably indemnify us against, and you must therefore pay us on demand for, liability, loss or *costs* we suffer or incur if:
- (a) the *customer* does not, is not obliged to, or is unable to, pay us the *guaranteed money* in accordance with any arrangement under which it is expressed to be owing; or
 - (b) you are not obliged to pay us an amount under clause 2; or
 - (c) we are obliged, or we agree, to pay an amount to a trustee in bankruptcy or liquidator (or a bankrupt person or *insolvent* company) in connection with a payment by you or the *customer*. (For example, we may have to, or may agree to, pay interest on the amount.); or
 - (d) if you default under this guarantee and indemnity; or
 - (e) in connection with any person exercising, or not exercising, rights under this guarantee and indemnity.

You as principal debtor agree to pay us on demand a sum equal to the amount of any such liability, loss or *costs*.

- 3.2 You must pay us an amount equal to any liability, loss or *costs* of a kind referred to in clauses 3.1(d) and (e) suffered or incurred by any of our employees, officers, agents, attorneys or contractors.

- 3.3 The indemnity in clause 3.1 and the other indemnities in this guarantee and indemnity are continuing obligations, independent of your other obligations under this guarantee and indemnity. They continue even after those other obligations end. It is not necessary for us to incur expense or make

payment before enforcing a right of indemnity conferred by this guarantee and indemnity.

4 Our costs and other expenses

4.1 You must pay us for:

- (a) our reasonable *costs* in arranging, administering (including giving and considering consents, variations, discharges and releases, producing title documents or enforcing, attempting to enforce or taking any other action in connection with our rights) and terminating this guarantee and indemnity; and
- (b) all *taxes*, fees, and charges payable in connection with this guarantee and indemnity and any transaction (such as a payment or receipt) under it, and any interest, penalties, fines and expenses in connection with them.

You must pay us these amounts when we ask. We can also debit any of these amounts to any account you have with us even if we do not expressly ask you to pay us.

4.2 You agree to compensate us on demand if we determine that, as a direct or indirect result of the imposition of GST, our *costs* in connection with this guarantee and indemnity are increased. If we:

- (a) reasonably decide that we are liable to pay GST on a supply made in connection with this guarantee and indemnity; and
- (b) certify that we have not priced the supply to include GST,

then you agree to pay us an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4.3 If a judgment, order or proof of debt in connection with the *guaranteed money* is expressed in a currency other than that in which the *guaranteed money* is due, then you indemnify us against, and you must therefore pay us on demand for:

- (a) any difference arising from converting the other currency if the exchange rate we use for converting the other currency when we receive a payment in the other currency is less favourable to us than the exchange rate used for the purpose of the judgment, order or acceptance of proof of debt; and
- (b) the *costs* of conversion.

You acknowledge that it might be necessary to convert the other currency through more than one currency to determine the exchange rate available to us.

5 Interest

- 5.1 You must pay interest on any amount under clauses 3 or 4 which is due for payment. The interest accrues daily from (and including) the due date up to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days. You must pay interest owing under this clause 5 on demand from us.
- 5.2 The rate of interest applying to each daily balance is the rate specified by us from time to time or (if no rate is specified) our unarranged lending rate.
- 5.3 Each month (or any other period we choose), we may add to the amount you owe us any interest under this clause 5 which has not been paid. You will then be liable for interest under this clause 5 on the total amount.
- 5.4 If any amount you must pay under this guarantee and indemnity becomes covered by a court order, you must pay interest on that amount as a separate obligation. The interest accrues from and including the date we first ask you for the amount until but excluding the date that amount is paid. This obligation is not affected by the court order. The rate is the rate that applies under clause 5.3 or the rate in the court order (whichever is higher).

6 Your own costs and other expenses

You must pay for anything which you must do under this guarantee and indemnity.

7 Reinstatement of rights

Under law relating to *insolvency*, a person may claim that a transaction (including a payment) in connection with this guarantee and indemnity or the *guaranteed money* is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) we are immediately entitled, as against you, to the rights in respect of the *guaranteed money* to which we were entitled immediately before the transaction; and
- (b) on request from us, you agree to do anything (including signing any document) to restore to us any *encumbrance* we held from you immediately before the transaction.

8 Our rights are protected

8.1 Rights given to us under this guarantee and indemnity, and your liabilities under it, are not affected by any act or omission by us or by anything else that might otherwise affect them under law or otherwise, including:

- (a) the fact that we vary or replace any arrangement under which the *guaranteed money* is expressed to be owing, such as by adding, replacing or changing the purpose of a facility, increasing the credit limit or extending the term including in accordance with a restructuring or refinancing of the *guaranteed money*; or
- (b) the fact that we release the *customer* or give them a concession, such as more time to pay; or
- (c) the fact that the *customer* opens another account with us; or
- (d) the fact that we release, lose the benefit of or do not obtain any *encumbrance*; or
- (e) the fact that we do not register any *encumbrance* which could be registered; or
- (f) the fact that we release any person who guarantees any of the *customer's* obligations; or
- (g) the fact that the obligations of any person who guarantees any of the *customer's* obligations may not be enforceable; or
- (h) the fact that any person who was intended to guarantee any of the *customer's* obligations does not do so or does not do so effectively; or
- (i) the death, mental or physical disability or *insolvency* of any person including you or the *customer*; or
- (j) changes in the membership, name or business of a firm, partnership, committee or association.

8.2 This guarantee and indemnity does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any other guarantee, indemnity, *encumbrance* or other right or remedy to which we are entitled; or
- (b) a judgment or order which we obtain against you in respect of the *guaranteed money* or any other amount payable under this guarantee and indemnity.

We can still exercise our rights under this guarantee and indemnity as well as under the judgment, order, other guarantee, indemnity, *encumbrance* or other right or remedy.

8.3 This guarantee and indemnity binds each person who signs as guarantor even if another person who was intended to sign does not sign it or is not bound by it.

9 Your rights are suspended

As long as any of the *guaranteed money* (or any other amounts secured by any *encumbrance* that secures amounts included in the *guaranteed money*) remains unpaid, you may not, without our consent:

- (a) reduce your liability under this guarantee and indemnity by claiming that you or the *customer* or any other person has a right of set-off or counterclaim against us; or
- (b) claim or exercise any legal rights to claim to be entitled to the benefit of another guarantee, indemnity or *encumbrance*:
 - (i) given in connection with the *guaranteed money* or any other amount payable under this guarantee and indemnity. (For example, you may not try to enforce any mortgage we have taken to ensure repayment of the *guaranteed money*); or
 - (ii) in favour of a person other than us in connection with any obligations of, or any other amounts payable by, the *customer* to, or for the account of, that other person; or
- (c) claim an amount from the *customer*, or another guarantor of the *customer's* obligations (including a person who has signed this guarantee and indemnity with you), under a right of indemnity or contribution; or
- (d) claim an amount in the *insolvency* of the *customer* or another guarantor of the *guaranteed money* (including a person who has signed this guarantee and indemnity with you).

If we ask, you agree to notify any relevant person of the terms of this clause and other parts of this guarantee and indemnity that

may be relevant. You also authorise us to do so at any time without first asking you. This applies despite anything else in this guarantee and indemnity.

This clause continues after this guarantee and indemnity ends.

10 What you acknowledge and declare

- 10.1 You acknowledge that you are responsible for making yourself aware of the financial position of the *customer* and any other person who guarantees the *guaranteed money*.
- 10.2 You declare that:
- (a) neither you, nor, if you are a corporation, any director or other person breaches any law or any obligation to another person by signing this guarantee and indemnity and that all necessary authorisations to do so have been obtained; and
 - (b) your obligations under this guarantee and indemnity are valid and binding and enforceable in accordance with its terms; and
 - (c) if you are a corporation, you benefit by entering into this guarantee and indemnity; and
 - (d) all information given by you or on your behalf (such as financial statements) is correct and not misleading; and
 - (e) since the date the information was given there has been no change in your financial circumstances which may have a material adverse effect on your ability to meet your obligations under this guarantee and indemnity; and
 - (f) you have not withheld information that might have caused us not to enter into any *arrangement with us*; and
 - (g) unless otherwise stated in this guarantee and indemnity, you are not signing this guarantee and indemnity as a trustee of any trust or settlement; and
 - (h) all declarations made by you in each other *arrangement with us* are correct and not misleading; and
 - (i) you have power to carry on your business and you are not in breach of any law or obligation; and
 - (j) there is no pending or threatened court or other proceeding affecting you except those in which a

decision against you would be insignificant.

- 10.3 You must tell us whenever anything happens which would mean you could not truthfully repeat all the declarations in clause 10.2.

11 What happens to money we receive?

- 11.1 Subject to clause 11.2, we may use any money paid by or for the *customer* towards meeting any part of the *guaranteed money* we choose. We may use any money paid by you under this guarantee and indemnity towards paying any part we choose of the *guaranteed money* or any other amount you owe us under this guarantee and indemnity. This applies even if that part or that amount only falls due after we give a notice of demand.
- 11.2 We may retain any money we receive in connection with this guarantee and indemnity for as long as we think appropriate. We may hold it in an interest bearing account. We may use it (and any net interest after tax - including income tax) towards paying the *guaranteed money*.
- 11.3 We must pay any money remaining after the *guaranteed money* is paid either to you or to another person entitled to it. We do not pay you interest on any money remaining after the *guaranteed money* is paid.
- 11.4 We only credit payments as soon as practicable after we receive them.

12 General

Information

- 12.1 If we ask, you must supply us with any information about, or documents affecting, your financial affairs or business, such as financial statements.

Currency conversions

- 12.2 You must make each payment in the currency in which it is due.
- 12.3 If we receive an amount in a currency other than that in which it is due:
- (a) we may convert the amount received into the due currency (to do this it might be necessary to convert through a third currency) on the day and at such rates as we consider appropriate. We may deduct our usual *costs* in connection with the conversion; and
 - (b) you satisfy your obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after

deducting the *costs* of the conversion.

(e) given in any other way permitted by law.

Payment in full

- 12.4 You must pay us the *guaranteed money* in full without set-off, counterclaim or deduction.
- 12.5 However, we may set off against the *guaranteed money* any money we owe you (whether or not due for payment).
- 12.6 If a law requires you to deduct an amount in respect of *taxes* from a payment under an *arrangement with us* with the result that we would not actually receive on the due date the full amount provided for under the *arrangement with us*, then:
- (a) you agree to deduct the amount for the *taxes* (and any further deduction applicable to any further payment due under paragraph (c) below); and
 - (b) you agree to pay an amount equal to the amount deducted to the relevant authority in accordance with applicable law and give the original receipts to us; and
 - (c) if the amount deducted is in respect of *accountable taxes*, the amount payable is increased so that, after making the deduction and further deductions applicable to additional amounts payable under this clause, we are entitled to receive (at the time the payment is due) the amount we would have received if no deductions had been required.

Notices and other communications

- 12.7 Notices, certificates, consents, approvals and other communications in connection with this guarantee and indemnity must be in writing. If you are a corporation, communications from you must be signed by a director or another person we approve.
- 12.8 They may be:
- (a) given personally (if they are for you and you are a corporation, to one of your directors; if they are for us, to one of our employees at the address stated in the Details or any other address we tell you); or
 - (b) left at the address last notified; or
 - (c) sent by prepaid post to the address last notified; or
 - (d) sent by fax to the fax number last notified; or

- 12.9 They take effect from the time they are received unless a later time is specified in them.
- 12.10 If they are sent by post, they are taken to be received three days after the date of posting.
- 12.11 If they are sent by a fax machine that produces a transmission report, they are taken to be received at the time shown in a transmission report that indicates that the whole fax was sent.

Our certificates

- 12.12 We may give you a certificate about a matter or about an amount payable in connection with this guarantee and indemnity. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

When must you pay?

- 12.13 A demand may be made at any time and from time to time. However, if a special condition restricting the time when we can make a demand on you is attached to this guarantee and indemnity, we may only make a demand as set out in that special condition.
- 12.14 You must pay any amount payable to us under this guarantee and indemnity by 5.00pm (Australian Eastern Standard Time) on the date which we specify.

Prompt performance

- 12.15 If this guarantee and indemnity specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

You must take further steps

- 12.16 You must do anything (such as obtaining consents, signing and producing documents, and getting documents completed and signed) which we ask and consider necessary for the purposes of:
- (a) providing more effective security over any property over which we hold an *encumbrance*;
 - (b) ensuring that an *encumbrance* created under any *arrangement with us* is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective;
 - (c) enabling us to apply for any registration, or give any notification, in connection with an

encumbrance so that it has the priority we require;

- (d) enabling us to exercise our rights in connection with any *arrangement with us*;
- (e) binding you and any other person intended to be bound under any *arrangement with us* (including this guarantee and indemnity); or
- (f) showing whether you are complying with any *arrangement with us*.

How we may exercise our rights

12.17 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions.

12.18 We may claim against you under this guarantee and indemnity before we enforce other rights or remedies:

- (a) against the *customer* or any other person (including any other person who signs this guarantee and indemnity as guarantor); or
- (b) under another document such as a guarantee or *encumbrance*.

If we have more than one guarantee and indemnity or *encumbrance*, we may enforce them in any order that we choose.

12.19 If we do not exercise a right or remedy fully or at a given time, then we can still exercise it later.

12.20 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

12.21 Our rights and remedies under this guarantee and indemnity:

- (a) are in addition to any other rights and remedies provided by law independently of this guarantee and indemnity or by any *encumbrance* (such as a mortgage); and
- (b) may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise.

12.22 Our rights and remedies under this guarantee and indemnity may be exercised by any of our directors, any of our employees whose job title includes the word "manager", "solicitor", "team leader"

or "supervisor", or any other person we authorise.

Dealing with rights under this guarantee and indemnity

12.23 We may assign or otherwise deal with our rights under this guarantee and indemnity in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this guarantee and indemnity) any right of set-off or other rights you have against us.

However, you may not assign or otherwise deal with your rights under this guarantee and indemnity unless we consent.

Disclosure of information

12.24 Information you provide to us may be disclosed:

- (a) if you consent (you may not unreasonably withhold your consent); or
- (b) if we reasonably believe the disclosure is required by any law, stock exchange or rating agency (except this paragraph does not permit us to disclose any information of the kind referred to in section 275(1) of the *PPSA* unless section 275(7) of the *PPSA* applies); or
- (c) to any person in connection with our exercising rights or dealing with rights or obligations (including preparatory steps such as negotiating with any potential assignee of our rights or other person who is considering contracting with us in connection with this guarantee and indemnity); or
- (d) to our officers and employees, to receivers and to legal and other advisers; or
- (e) to any of our *related entities*; or
- (f) if the information is generally and publicly available; or
- (g) to any other *debtor/guarantor*.

Consents

12.25 You must comply with all conditions in any consent which we give in connection with this guarantee and indemnity.

Variation and waiver

12.26 A provision of this guarantee and indemnity, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

Trustee provisions

Clauses 12.27 to 12.29 apply if the Details indicate that you enter into this guarantee and indemnity as trustee of any trust or settlement.

12.27 You declare that:

- (a) this guarantee and indemnity is for the benefit of the trust;
- (b) you are the sole trustee of the trust (together with anyone else who signs this guarantee and indemnity as trustee);
- (c) you have authority to enter into this guarantee and indemnity and comply with its terms;
- (d) you are not, and never have been, in default under the trust deed;
- (e) you have the right to be fully indemnified out of the trust assets for obligations incurred under this guarantee and indemnity and the trust property is sufficient to satisfy that right of indemnity and all other obligations for which you are entitled to be indemnified out of trust property;
- (f) no action has been taken or proposed to terminate the trust nor has any event for the vesting of the trust property occurred;
- (g) true copies of the trust deed and other documents relating to the trust have been provided to us and disclose all the terms of the trust; and
- (h) you have not delegated any of your powers as trustee or exercised any power of appointment.

You must tell us whenever anything happens which would mean you could not truthfully repeat all these declarations.

12.28 You must:

- (a) comply with your obligations as trustee of the trust; and
- (b) ensure that you remain the sole trustee of the trust (with anyone else who signs this guarantee and indemnity as trustee).

12.29 You must not do anything, or permit anything to be done or fail to do anything, which may:

- (a) effect or facilitate the variation of the trust deed;
- (b) resettle, set aside or distribute any of the trust property; or

- (c) result in the trust property being mixed with other property

Code of Banking Practice

12.30 The Code of Banking Practice does not apply to this guarantee and indemnity and the transactions in connection with it.

Inconsistent law

12.31 To the extent permitted by law, this guarantee and indemnity prevails to the extent it is inconsistent with any law.

Applicable law and serving documents

12.32 This guarantee and indemnity is governed by the law of the State or Territory where our address specified in the Details is situated. You and we submit to the non-exclusive jurisdiction of the courts of that place.

12.33 We may serve any document in a court action on you (including a writ of summons, other originating process or third or other party notice) by delivering it to, or leaving it at, your address set out in the Details or such other address as you and we agree at any time. This clause does not prevent any other method of service.

13 Meaning of words

accountable taxes means taxes imposed by a relevant country other than those:

- imposed on, or calculated having regard to, our net income, or
- which would not be required to be deducted by you if we provided you with any of our name, address, registration number or similar details or any relevant tax exemption or similar details.

arrangement with us means an arrangement (including an agreement or an *encumbrance*) under which a *debtor/guarantor* has or could in the future have obligations to us or any of our *related entities*.

controller has the meaning given to it in the Corporations Act.

costs includes charges and expenses; and costs, charges and expenses in connection with advisers (in the case of legal advisers on a full indemnity basis or solicitor and own client basis, whichever is higher).

customer means each person named in the Details as customer. If there are more than one, **customer** means each of them separately and every two or more of them jointly. **Customer** includes their successors and assigns.

debtor/guarantor means:

- the *customer*; and
- you and any other person who guarantees payment of any part of the *guaranteed money*; and
- any other person you and we agree is to be a "*debtor/guarantor*" for the purpose of this guarantee and indemnity.

encumbrance means any:

- security interest under the *PPSA* or security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement; or
- right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- right that a person (other than the owner) has to remove something from land (known as a *profit à prendre*), easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy; or
- third party right or interest or any right arising as a consequence of the enforcement of a judgement,

or any agreement to create any of them or allow them to exist.

GST has the same meaning as in the A New Tax System (Goods and Services Tax Act) 1999 (Cwlth).

guaranteed money means all money which: at any time;

for any reason or circumstance in connection with any agreement (including a loan agreement, guarantee, indemnity, lease or other facility document), transaction, engagement, document, instrument (whether or not negotiable), event, act, omission, matter or thing whatsoever;

whether arising under law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation);

and whether or not of a type within the contemplation of you, of us or of the *customer* at the date of this guarantee and indemnity:

- the *customer* is or may become actually or contingently liable to pay to us; or

- we have advanced or paid on the *customer's* behalf or on the *customer's* express or implied request; or
- we have paid or are liable to pay as a result of the *customer's* act or omission; or
- the *customer* would have been liable to pay to us but the amount remains unpaid by reason of the *customer's* insolvency.

This definition applies:

- irrespective of the capacity in which we or the *customer* became entitled to the amount concerned;
- irrespective of the capacity in which we or the *customer* became liable in respect of the amount concerned;
- whether we or the *customer* are liable as principal debtor, as surety, or otherwise;
- whether the *customer* is liable alone, or together with another person;
- even if the *customer* owes an amount or obligation to us because it was assigned to us, whether or not:
 - the assignment was before, at the same time as, or after this guarantee or indemnity is executed; or
 - we or the *customer* consented to or were aware of the assignment; or
 - the assigned obligation was secured;
- even if this guarantee and indemnity was assigned to us, whether or not:
 - you consented to or were aware of the assignment; or
 - any of the *guaranteed money* was previously not guaranteed;
- if you are a trustee, whether or not you have a right of indemnity from the trust fund.

A person is **insolvent** if:

- they are (or state that they are) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- they have had a *controller* appointed, are in liquidation, in provisional liquidation, under administration or wound up or have had a receiver or receiver and manager appointed to any part of their property; or

- they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us), or
- an application or order has been made, resolution passed, proposed put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to above; or
- they are taken (under section 459F of the Corporations Act) to have failed to comply with a statutory demand; or
- they are the subject of any event described in section 459C(2)(b) or section 585 of the Corporations Act (or they make a statement from which we reasonably deduce they are so subject); or
- they are otherwise unable to pay their debts when they fall due; or
- something having a substantially similar effect to any of the things referred to above happens in connection with them under the law of any jurisdiction.

PPSA means the Personal Property Securities Act 2009 (Cwlth).

property means the property described in the Details.

related entity has the meaning given to it in the Corporations Act.

relevant country means any country, or political sub-division of one or more countries, or any federation or association of countries in which you or a *debtor/guarantor* is either incorporated or is resident or domiciled for any tax purpose or in which you or a *debtor/guarantor* carry on business or own or lease property or from which, or through which, any payment under an *arrangement with us* is made.

security custodian means each person named in the Details as custodian. If there are more than one, **security custodian** means each of them separately and every two or more of them jointly. **Security custodian** includes their successors and assigns.

taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and

expenses in connection with them, except if imposed on our overall net income.

we means the person or persons named in the Details as financier. If there are more than one, **we** means each of them separately and every two or more of them jointly. **We** includes our successors and assigns.

you means each person named in the Details as guarantor. If there are more than one, **you** means each of them separately and every two or more of them jointly.

The singular includes the plural and vice versa.

A reference to:

- a document or agreement includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them);
- **including** or **such as**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or to examples of a similar kind;
- **payable**, in relation to an amount, means an amount which is currently payable or will or may be payable in the future;
- **person** includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- any thing (including the *guaranteed money*) includes the whole and each part of it;
- the Corporations Act means the Corporations Act 2001 (Cwlth).

Signing page

EXECUTED as a deed

Signed sealed and delivered by Andrew Robert
Pierce in the presence of:


Witness

HELEN SUTTON

Print name

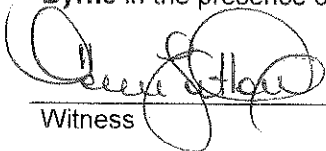
6E KINGS ROAD MOSS VALE 2577 NSW

Print address



Andrew Robert Pierce

Signed sealed and delivered by Heather Lynne
Byrne in the presence of:

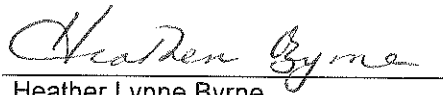

Witness

HELEN SUTTON

Print name

6E KINGS ROAD, MOSS VALE 2577 NSW

Print address



Heather Lynne Byrne

SIGNED, SEALED AND DELIVERED for and on)
behalf of WESTPAC BANKING CORPORATION)
by its attorney, under the Power of Attorney dated)
17 January 2001 who states, by executing this)
document, has received no notice of revocation)
of the Power of Attorney, in the presence of:

.....
Signature of witness

.....
Tier Three Attorney (block letters)

.....
Name of witness (block letters)

Special Conditions

Limited amount

- 1 The maximum amount we can recover from you under this guarantee and indemnity is:
 - \$286,000.00; plus
 - interest on that amount calculated at the highest rate we may charge the *customer*; plus
 - all amounts payable by you under clauses 3, 4, 5 or 7; plus
 - all amounts payable by you for breach of an obligation you owe (other than an obligation to pay money) under this guarantee and indemnity.

Special condition 1 does not limit the amount we can claim from you - it just limits the amount we can ultimately recover from you. For example, we might claim more than the maximum amount we can recover if you are bankrupt or being wound up and we want to maximise the distribution we receive from your trustee in bankruptcy or liquidator.

Waiver and limit

- 2 You unconditionally and irrevocably:
 - waive, and agree not to claim, any right of contribution, subrogation and indemnity (and any other equivalent right) arising from or in connection with this guarantee and indemnity; and
 - agree that your rights against the *customer* and the *security custodian*, whether by way of right of contribution, subrogation, indemnity or any other equivalent right, arising from or in connection with this guarantee and indemnity are limited to the *property* and, if you pay us any amount under this guarantee and indemnity, you are only entitled to recourse against the *property* and you are not entitled to claim that amount, or any part of that amount, from any other asset of the *customer* or the *security custodian*.



Westpac Banking Corporation

ABN 33 007 457 141

Guarantee and indemnity (SMSF Security Custodian)

Important notice

You need to read this guarantee and indemnity.

- If you sign this guarantee and indemnity, you could become liable instead of or as well as the *customer*.
- It may become necessary for you to sell your assets so that you can pay us.
- You should have the full consequences of the guarantee and indemnity explained to you by an independent lawyer before you agree to sign it.
- By signing this guarantee and indemnity, you take on a personal liability to guarantee that we will receive payment. This is additional to any liability you have under any *encumbrance* (such as a mortgage) that you give us in connection with this guarantee and indemnity.

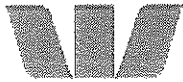
Key words

The meaning of words printed *like this* and of some other common key words is explained at the end of this guarantee and indemnity.

www.westpac.com.au

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Details

Financier ("we")

| | |
|-----------|----------------------------------|
| Name | Westpac Banking Corporation |
| ABN | 33 007 457 141 |
| Address | 275 Kent Street, Sydney NSW 2000 |
| Telephone | 0403 754 267 |
| Fax | (02) 4961 5132 |
| Attention | Helen Sutton |

Guarantor ("you")

(If more than one trustee refer to a schedule and include details in the schedule.)

| | |
|----------------------------|---|
| Name of security custodian | Mews Bowral Pty Ltd as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW |
| Trust's ABN | |
| Trust deed date | 5 March 2015 |
| Trustee's name | Mews Bowral Pty Ltd |
| Trustee's ACN | 603 671 487 |
| Trustee's address | c/- Heather Byrne Accountant, 175 Argyle Street, Moss Vale NSW 2577 |
| Trustee's telephone | |
| Trustee's fax | |
| Attention | |

Customer

| | |
|---------------------------------|-----------------------------------|
| Name of the superannuation fund | The HB and AP Superannuation Fund |
| Superannuation fund's ABN | 64 675 349 412 |
| Superannuation trust deed date | 19 December 2003 |
| Superannuation trustee's name | How Heavenly Pty Ltd |
| Superannuation trustee's ACN | 169 433 587 |

Property

| | |
|---|---|
| Title description (e.g. volume and folio) | Folio Identifier 8/SP49134 |
| Location | The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576 |

Limits - special conditions

See special conditions attached as Attachment A

Date of guarantee
and indemnity

| |
|--|
| |
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Provisions

1 Purpose of this guarantee and indemnity and extent of your obligations

- 1.1 This guarantee and indemnity is entered into in consideration of us providing or continuing to provide financial accommodation to the *customer* or not immediately enforcing rights against the *customer* at your request.
- 1.2 By signing this guarantee and indemnity, you could become liable to pay us:
- (a) under the guarantee in clause 2;
 - (b) under the indemnity in clause 3;
 - (c) costs and other expenses under clause 4;
 - (d) interest under clause 5.

However, the maximum amount we can recover from you is set out in the special conditions attached to this guarantee and indemnity.

- 1.3 You are liable for all the obligations under this guarantee and indemnity both separately on your own and jointly with any one or more other persons named in this guarantee and indemnity as guarantor.
- 1.4 This guarantee and indemnity takes effect as a cross-guarantee and cross-indemnity when one or more of the *customers* are the same as one or more of you. In those circumstances it is a separate guarantee and indemnity in relation to each *customer* as if that person were:
- (a) the only person included in the definition of "*customer*"; and
 - (b) excluded from the definition of "*you*".

2 Guarantee

- 2.1 You unconditionally and irrevocably guarantee payment to us of the *guaranteed money*. If the *customer* does not pay the *guaranteed money* on time and in accordance with any arrangement under which it is expressed to be owing, then you agree to pay the *guaranteed money* to us on demand from us (whether or not we have made demand on the *customer*).
- 2.2 The guarantee in clause 2.1 is a continuing obligation and extends to all of the *guaranteed money*.
- 2.3 You acknowledge that any *arrangement with us* may be varied or replaced from time to time.

You confirm that the *guaranteed money* includes any amount payable under any *arrangement with us* as varied or replaced. You confirm that this applies regardless of:

- (a) how the *arrangement with us* is varied or replaced;
- (b) the reasons for the variation or replacement; and
- (c) whether the *guaranteed money* decreases or increases or the *arrangement with us* is otherwise more onerous as a result of the variation or replacement.

This clause does not limit clause 8.

3 Indemnity

- 3.1 You unconditionally and irrevocably indemnify us against, and you must therefore pay us on demand for, liability, loss or costs we suffer or incur if:
- (a) the *customer* does not, is not obliged to, or is unable to, pay us the *guaranteed money* in accordance with any arrangement under which it is expressed to be owing; or
 - (b) you are not obliged to pay us an amount under clause 2; or
 - (c) we are obliged, or we agree, to pay an amount to a trustee in bankruptcy or liquidator (or a bankrupt person or *insolvent* company) in connection with a payment by you or the *customer*. (For example, we may have to, or may agree to, pay interest on the amount.); or
 - (d) if you default under this guarantee and indemnity; or
 - (e) in connection with any person exercising, or not exercising, rights under this guarantee and indemnity.

You as principal debtor agree to pay us on demand a sum equal to the amount of any such liability, loss or costs.

- 3.2 You must pay us an amount equal to any liability, loss or costs of a kind referred to in clauses 3.1(d) and (e) suffered or incurred by any of our employees, officers, agents, attorneys or contractors.

- 3.3 The indemnity in clause 3.1 and the other indemnities in this guarantee and indemnity are continuing obligations, independent of your other obligations under this guarantee and indemnity. They continue even after those other obligations end. It is not necessary for us to incur expense or make

payment before enforcing a right of indemnity conferred by this guarantee and indemnity.

4 Our costs and other expenses

4.1 You must pay us for:

- (a) our reasonable costs in arranging, administering (including giving and considering consents, variations, discharges and releases, producing title documents or enforcing, attempting to enforce or taking any other action in connection with our rights) and terminating this guarantee and indemnity; and
- (b) all taxes, fees, and charges payable in connection with this guarantee and indemnity and any transaction (such as a payment or receipt) under it, and any interest, penalties, fines and expenses in connection with them.

You must pay us these amounts when we ask. We can also debit any of these amounts to any account you have with us even if we do not expressly ask you to pay us.

4.2 You agree to compensate us on demand if we determine that, as a direct or indirect result of the imposition of GST, our costs in connection with this guarantee and indemnity are increased. If we:

- (a) reasonably decide that we are liable to pay GST on a supply made in connection with this guarantee and indemnity; and
- (b) certify that we have not priced the supply to include GST,

then you agree to pay us an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4.3 If a judgment, order or proof of debt in connection with the *guaranteed money* is expressed in a currency other than that in which the *guaranteed money* is due, then you indemnify us against, and you must therefore pay us on demand for:

- (a) any difference arising from converting the other currency if the exchange rate we use for converting the other currency when we receive a payment in the other currency is less favourable to us than the exchange rate used for the purpose of the judgment, order or acceptance of proof of debt; and
- (b) the costs of conversion.

You acknowledge that it might be necessary to convert the other currency through more than one currency to determine the exchange rate available to us.

5 Interest

- 5.1 You must pay interest on any amount under clauses 3 or 4 which is due for payment. The interest accrues daily from (and including) the due date up to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days. You must pay interest owing under this clause 5 on demand from us.
- 5.2 The rate of interest applying to each daily balance is the rate specified by us from time to time or (if no rate is specified) our unarranged lending rate.
- 5.3 Each month (or any other period we choose), we may add to the amount you owe us any interest under this clause 5 which has not been paid. You will then be liable for interest under this clause 5 on the total amount.
- 5.4 If any amount you must pay under this guarantee and indemnity becomes covered by a court order, you must pay interest on that amount as a separate obligation. The interest accrues from and including the date we first ask you for the amount until but excluding the date that amount is paid. This obligation is not affected by the court order. The rate is the rate that applies under clause 5.3 or the rate in the court order (whichever is higher).

6 Your own costs and other expenses

You must pay for anything which you must do under this guarantee and indemnity.

7 Reinstatement of rights

Under law relating to *insolvency*, a person may claim that a transaction (including a payment) in connection with this guarantee and indemnity or the *guaranteed money* is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) we are immediately entitled, as against you, to the rights in respect of the *guaranteed money* to which we were entitled immediately before the transaction; and
- (b) on request from us, you agree to do anything (including signing any document) to restore to us any *encumbrance* we held from you immediately before the transaction.

8 Our rights are protected

8.1 Rights given to us under this guarantee and indemnity, and your liabilities under it, are not affected by any act or omission by us or by anything else that might otherwise affect them under law or otherwise, including:

- (a) the fact that we vary or replace any arrangement under which the *guaranteed money* is expressed to be owing, such as by adding, replacing or changing the purpose of a facility, increasing the credit limit or extending the term including in accordance with a restructuring or refinancing of the *guaranteed money*; or
- (b) the fact that we release the *customer* or give them a concession, such as more time to pay; or
- (c) the fact that the *customer* opens another account with us; or
- (d) the fact that we release, lose the benefit of or do not obtain any *encumbrance*; or
- (e) the fact that we do not register any *encumbrance* which could be registered; or
- (f) the fact that we release any person who guarantees any of the *customer's* obligations; or
- (g) the fact that the obligations of any person who guarantees any of the *customer's* obligations may not be enforceable; or
- (h) the fact that any person who was intended to guarantee any of the *customer's* obligations does not do so or does not do so effectively; or
- (i) the death, mental or physical disability or *insolvency* of any person including you or the *customer*; or
- (j) changes in the membership, name or business of a firm, partnership, committee or association.

8.2 This guarantee and indemnity does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any other guarantee, indemnity, *encumbrance* or other right or remedy to which we are entitled; or
- (b) a judgment or order which we obtain against you in respect of the *guaranteed money* or any other amount payable under this guarantee and indemnity.

We can still exercise our rights under this guarantee and indemnity as well as under the judgment, order, other guarantee, indemnity, *encumbrance* or other right or remedy.

8.3 This guarantee and indemnity binds each person who signs as guarantor even if another person who was intended to sign does not sign it or is not bound by it.

9 Your rights are suspended

As long as any of the *guaranteed money* (or any other amounts secured by any *encumbrance* that secures amounts included in the *guaranteed money*) remains unpaid, you may not, without our consent:

- (a) reduce your liability under this guarantee and indemnity by claiming that you or the *customer* or any other person has a right of set-off or counterclaim against us; or
- (b) claim or exercise any legal rights to claim to be entitled to the benefit of another guarantee, indemnity or *encumbrance*:
 - (i) given in connection with the *guaranteed money* or any other amount payable under this guarantee and indemnity. (For example, you may not try to enforce any mortgage we have taken to ensure repayment of the *guaranteed money*); or
 - (ii) in favour of a person other than us in connection with any obligations of, or any other amounts payable by, the *customer* to, or for the account of, that other person; or
- (c) claim an amount from the *customer*, or another guarantor of the *customer's* obligations (including a person who has signed this guarantee and indemnity with you), under a right of indemnity or contribution; or
- (d) claim an amount in the *insolvency* of the *customer* or another guarantor of the *guaranteed money* (including a person who has signed this guarantee and indemnity with you).

If we ask, you agree to notify any relevant person of the terms of this clause and other parts of this guarantee and indemnity that

may be relevant. You also authorise us to do so at any time without first asking you. This applies despite anything else in this guarantee and indemnity.

This clause continues after this guarantee and indemnity ends.

10 What you acknowledge and declare

- 10.1 You acknowledge that you are responsible for making yourself aware of the financial position of the *customer* and any other person who guarantees the *guaranteed money*.
- 10.2 You declare that:
- (a) neither you, nor, if you are a corporation, any director or other person breaches any law or any obligation to another person by signing this guarantee and indemnity and that all necessary authorisations to do so have been obtained; and
 - (b) your obligations under this guarantee and indemnity are valid and binding and enforceable in accordance with its terms; and
 - (c) if you are a corporation, you benefit by entering into this guarantee and indemnity; and
 - (d) all information given by you or on your behalf (such as financial statements) is correct and not misleading; and
 - (e) since the date the information was given there has been no change in your financial circumstances which may have a material adverse effect on your ability to meet your obligations under this guarantee and indemnity; and
 - (f) you have not withheld information that might have caused us not to enter into any *arrangement with us*; and
 - (g) unless otherwise stated in this guarantee and indemnity, you are not signing this guarantee and indemnity as a trustee of any trust or settlement; and
 - (h) all declarations made by you in each other *arrangement with us* are correct and not misleading; and
 - (i) you have power to carry on your business and you are not in breach of any law or obligation; and
 - (j) there is no pending or threatened court or other proceeding affecting you except those in which a

decision against you would be insignificant.

- 10.3 You must tell us whenever anything happens which would mean you could not truthfully repeat all the declarations in clause 10.2.

11 What happens to money we receive?

- 11.1 Subject to clause 11.2, we may use any money paid by or for the *customer* towards meeting any part of the *guaranteed money* we choose. We may use any money paid by you under this guarantee and indemnity towards paying any part we choose of the *guaranteed money* or any other amount you owe us under this guarantee and indemnity. This applies even if that part or that amount only falls due after we give a notice of demand.
- 11.2 We may retain any money we receive in connection with this guarantee and indemnity for as long as we think appropriate. We may hold it in an interest bearing account. We may use it (and any net interest after tax - including income tax) towards paying the *guaranteed money*.
- 11.3 We must pay any money remaining after the *guaranteed money* is paid either to you or to another person entitled to it. We do not pay you interest on any money remaining after the *guaranteed money* is paid.
- 11.4 We only credit payments as soon as practicable after we receive them.

12 General

Information

- 12.1 If we ask, you must supply us with any information about, or documents affecting, your financial affairs or business, such as financial statements.

Currency conversions

- 12.2 You must make each payment in the currency in which it is due.
- 12.3 If we receive an amount in a currency other than that in which it is due:
- (a) we may convert the amount received into the due currency (to do this it might be necessary to convert through a third currency) on the day and at such rates as we consider appropriate. We may deduct our usual costs in connection with the conversion; and
 - (b) you satisfy your obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after

deducting the costs of the conversion.

(e) given in any other way permitted by law.

Payment in full

- 12.4 You must pay us the *guaranteed money* in full without set-off, counterclaim or deduction.
- 12.5 However, we may set off against the *guaranteed money* any money we owe you (whether or not due for payment).
- 12.6 If a law requires you to deduct an amount in respect of *taxes* from a payment under an *arrangement with us* with the result that we would not actually receive on the due date the full amount provided for under the *arrangement with us*, then:
- (a) you agree to deduct the amount for the *taxes* (and any further deduction applicable to any further payment due under paragraph (c) below); and
 - (b) you agree to pay an amount equal to the amount deducted to the relevant authority in accordance with applicable law and give the original receipts to us; and
 - (c) if the amount deducted is in respect of *accountable taxes*, the amount payable is increased so that, after making the deduction and further deductions applicable to additional amounts payable under this clause, we are entitled to receive (at the time the payment is due) the amount we would have received if no deductions had been required.

Notices and other communications

- 12.7 Notices, certificates, consents, approvals and other communications in connection with this guarantee and indemnity must be in writing. If you are a corporation, communications from you must be signed by a director or another person we approve.
- 12.8 They may be:
- (a) given personally (if they are for you and you are a corporation, to one of your directors; if they are for us, to one of our employees at the address stated in the Details or any other address we tell you); or
 - (b) left at the address last notified; or
 - (c) sent by prepaid post to the address last notified; or
 - (d) sent by fax to the fax number last notified; or

- 12.9 They take effect from the time they are received unless a later time is specified in them.
- 12.10 If they are sent by post, they are taken to be received three days after the date of posting.
- 12.11 If they are sent by a fax machine that produces a transmission report, they are taken to be received at the time shown in a transmission report that indicates that the whole fax was sent.

Our certificates

- 12.12 We may give you a certificate about a matter or about an amount payable in connection with this guarantee and indemnity. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

When must you pay?

- 12.13 A demand may be made at any time and from time to time. However, if a special condition restricting the time when we can make a demand on you is attached to this guarantee and indemnity, we may only make a demand as set out in that special condition.
- 12.14 You must pay any amount payable to us under this guarantee and indemnity by 5.00pm (Australian Eastern Standard Time) on the date which we specify.

Prompt performance

- 12.15 If this guarantee and indemnity specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

You must take further steps

- 12.16 You must do anything (such as obtaining consents, signing and producing documents, and getting documents completed and signed) which we ask and consider necessary for the purposes of:
- (a) providing more effective security over any property over which we hold an *encumbrance*;
 - (b) ensuring that an *encumbrance* created under any *arrangement with us* is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective;
 - (c) enabling us to apply for any registration, or give any notification, in connection with an

encumbrance so that it has the priority we require;

- (d) enabling us to exercise our rights in connection with any *arrangement with us*;
- (e) binding you and any other person intended to be bound under any *arrangement with us* (including this guarantee and indemnity); or
- (f) showing whether you are complying with any *arrangement with us*.

How we may exercise our rights

12.17 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions.

12.18 We may claim against you under this guarantee and indemnity before we enforce other rights or remedies:

- (a) against the *customer* or any other person (including any other person who signs this guarantee and indemnity as guarantor); or
- (b) under another document such as a guarantee or *encumbrance*.

If we have more than one guarantee and indemnity or *encumbrance*, we may enforce them in any order that we choose.

12.19 If we do not exercise a right or remedy fully or at a given time, then we can still exercise it later.

12.20 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

12.21 Our rights and remedies under this guarantee and indemnity:

- (a) are in addition to any other rights and remedies provided by law independently of this guarantee and indemnity or by any *encumbrance* (such as a mortgage); and
- (b) may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise.

12.22 Our rights and remedies under this guarantee and indemnity may be exercised by any of our directors, any of our employees whose job title includes the word "manager", "solicitor", "team leader"

or "supervisor", or any other person we authorise.

Dealing with rights under this guarantee and indemnity

12.23 We may assign or otherwise deal with our rights under this guarantee and indemnity in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this guarantee and indemnity) any right of set-off or other rights you have against us.

However, you may not assign or otherwise deal with your rights under this guarantee and indemnity unless we consent.

Disclosure of information

12.24 Information you provide to us may be disclosed:

- (a) if you consent (you may not unreasonably withhold your consent); or
- (b) if we reasonably believe the disclosure is required by any law, stock exchange or rating agency (except this paragraph does not permit us to disclose any information of the kind referred to in section 275(1) of the *PPSA* unless section 275(7) of the *PPSA* applies); or
- (c) to any person in connection with our exercising rights or dealing with rights or obligations (including preparatory steps such as negotiating with any potential assignee of our rights or other person who is considering contracting with us in connection with this guarantee and indemnity); or
- (d) to our officers and employees, to receivers and to legal and other advisers; or
- (e) to any of our *related entities*; or
- (f) if the information is generally and publicly available; or
- (g) to any other *debtor/guarantor*.

Consents

12.25 You must comply with all conditions in any consent which we give in connection with this guarantee and indemnity.

Variation and waiver

12.26 A provision of this guarantee and indemnity, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

Trustee provisions

Clauses 12.27 to 12.29 apply if the Details indicate that you enter into this guarantee and indemnity as trustee of any trust or settlement.

12.27 You declare that:

- (a) this guarantee and indemnity is for the benefit of the trust;
- (b) you are the sole trustee of the trust (together with anyone else who signs this guarantee and indemnity as trustee);
- (c) you have authority to enter into this guarantee and indemnity and comply with its terms;
- (d) you are not, and never have been, in default under the trust deed;
- (e) you have the right to be fully indemnified out of the trust assets for obligations incurred under this guarantee and indemnity and the trust property is sufficient to satisfy that right of indemnity and all other obligations for which you are entitled to be indemnified out of trust property;
- (f) no action has been taken or proposed to terminate the trust nor has any event for the vesting of the trust property occurred;
- (g) true copies of the trust deed and other documents relating to the trust have been provided to us and disclose all the terms of the trust; and
- (h) you have not delegated any of your powers as trustee or exercised any power of appointment.

You must tell us whenever anything happens which would mean you could not truthfully repeat all these declarations.

12.28 You must:

- (a) comply with your obligations as trustee of the trust; and
- (b) ensure that you remain the sole trustee of the trust (with anyone else who signs this guarantee and indemnity as trustee).

12.29 You must not do anything, or permit anything to be done or fail to do anything, which may:

- (a) effect or facilitate the variation of the trust deed;
- (b) resetttle, set aside or distribute any of the trust property; or

- (c) result in the trust property being mixed with other property.

Code of Banking Practice

12.30 The Code of Banking Practice does not apply to this guarantee and indemnity and the transactions in connection with it.

Inconsistent law

12.31 To the extent permitted by law, this guarantee and indemnity prevails to the extent it is inconsistent with any law.

Applicable law and serving documents

12.32 This guarantee and indemnity is governed by the law of the State or Territory where our address specified in the Details is situated. You and we submit to the non-exclusive jurisdiction of the courts of that place.

12.33 We may serve any document in a court action on you (including a writ of summons, other originating process or third or other party notice) by delivering it to, or leaving it at, your address set out in the Details or such other address as you and we agree at any time. This clause does not prevent any other method of service.

13 Meaning of words

accountable taxes means taxes imposed by a relevant country other than those:

- imposed on, or calculated having regard to, our net income, or
- which would not be required to be deducted by you if we provided you with any of our name, address, registration number or similar details or any relevant tax exemption or similar details.

arrangement with us means an arrangement (including an agreement or an *encumbrance*) under which a *debtor/guarantor* has or could in the future have obligations to us or any of our *related entities*.

controller has the meaning given to it in the Corporations Act.

costs includes charges and expenses; and costs, charges and expenses in connection with advisers (in the case of legal advisers on a full indemnity basis or solicitor and own client basis, whichever is higher).

customer means each named in the Details as customer. If there are more than one, **customer** means each of them separately and every two or more of them jointly. **Customer** includes their successors and assigns.

debtor/guarantor means:

- the *customer*; and
- you and any other person who guarantees payment of any part of the *guaranteed money*; and
- any other person you and we agree is to be a "*debtor/guarantor*" for the purpose of this guarantee and indemnity.

encumbrance means any:

- security interest under the *PPSA* or security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement; or
- right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- right that a person (other than the owner) has to remove something from land (known as a *profit à prendre*), easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy; or
- third party right or interest or any right arising as a consequence of the enforcement of a judgement,

or any agreement to create any of them or allow them to exist.

GST has the same meaning as in the A New Tax System (Goods and Services Tax Act) 1999 (Cwlth).

guaranteed money means all money which: at any time;

for any reason or circumstance in connection with any agreement (including a loan agreement, guarantee, indemnity, lease or other facility document), transaction, engagement, document, instrument (whether or not negotiable), event, act, omission, matter or thing whatsoever;

whether arising under law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation);

and whether or not of a type within the contemplation of you, of us or of the *customer* at the date of this guarantee and indemnity:

- the *customer* is or may become actually or contingently liable to pay to us; or

- we have advanced or paid on the *customer's* behalf or on the *customer's* express or implied request; or
- we have paid or are liable to pay as a result of the *customer's* act or omission; or
- the *customer* would have been liable to pay to us but the amount remains unpaid by reason of the *customer's* insolvency.

This definition applies:

- irrespective of the capacity in which we or the *customer* became entitled to the amount concerned;
- irrespective of the capacity in which we or the *customer* became liable in respect of the amount concerned;
- whether we or the *customer* are liable as principal debtor, as surety, or otherwise;
- whether the *customer* is liable alone, or together with another person;
- even if the *customer* owes an amount or obligation to us because it was assigned to us, whether or not:
 - the assignment was before, at the same time as, or after this guarantee or indemnity is executed; or
 - we or the *customer* consented to or were aware of the assignment; or
 - the assigned obligation was secured;
- even if this guarantee and indemnity was assigned to us, whether or not:
 - you consented to or were aware of the assignment; or
 - any of the *guaranteed money* was previously not guaranteed;
- if you are a trustee, whether or not you have a right of indemnity from the trust fund.

A person is **insolvent** if:

- they are (or state that they are) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- they have had a *controller* appointed, are in liquidation, in provisional liquidation, under administration or wound up or have had a receiver or receiver and manager appointed to any part of their property; or

- they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us); or
- an application or order has been made, resolution passed, proposed put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to above; or
- they are taken (under section 459F of the Corporations Act) to have failed to comply with a statutory demand; or
- they are the subject of any event described in section 459C(2)(b) or section 585 of the Corporations Act (or they make a statement from which we reasonably deduce they are so subject); or
- they are otherwise unable to pay their debts when they fall due; or
- something having a substantially similar effect to any of the things referred to above happens in connection with them under the law of any jurisdiction.

PPSA means the Personal Property Securities Act 2009 (Cwlth).

property means the property described in the Details.

related entity has the meaning given to it in the Corporations Act.

relevant country means any country, or political sub-division of one or more countries, or any federation or association of countries in which you or a *debtor/guarantor* is either incorporated or is resident or domiciled for any tax purpose or in which you or a *debtor/guarantor* carry on business or own or lease property or from which, or through which, any payment under an *arrangement with us* is made.

taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on our overall net income.

we means the person or persons named in the Details as financier. If there are more than one, we means each of them separately and every two or more of them jointly. **We** includes our successors and assigns.

you means each person named in the Details as guarantor. If there are more than one, **you** means each of them separately and every two or more of them jointly.

The singular includes the plural and vice versa.

A reference to:

- a document or agreement includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them);
- **including** or **such as**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or to examples of a similar kind;
- **payable**, in relation to an amount, means an amount which is currently payable or will or may be payable in the future;
- **person** includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- any thing (including the *guaranteed money*) includes the whole and each part of it;
- the Corporations Act means the Corporations Act 2001 (Cwlth).

Signing page

EXECUTED as a deed

Signed sealed and delivered on behalf of Mews
Bowral Pty Ltd by:

Heather Byrne

Secretary/Director

HEATHER BYRNE

Print name

Andrew Pierce

Director

ANDREW PIERCE

Print name

SIGNED, SEALED AND DELIVERED for and on)
behalf of WESTPAC BANKING CORPORATION by its)
attorney, under the Power of Attorney dated 17)
January 2001 who states, by executing this document,)
has received no notice of revocation of the Power of)
Attorney, in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Tier Three Attorney (block letters)

Special Conditions

Limit to a particular facility/facilities

- 1 The maximum amount we can recover from you under this guarantee and indemnity is all amounts payable:
 - by the *customer* in connection with the Business Finance Agreement dated 12 March 2015 between the *customer* and us; plus
 - by you under clauses 4, 5 or 7; plus
 - by you for breach of an obligation you owe (other than an obligation to pay money) under this guarantee and indemnity.
- 2 Special condition 1 does not limit the amount we can claim from you - it just limits the amount we can ultimately recover from you. For example, we might claim more than the maximum amount we can recover if you are bankrupt or being wound up and we want to maximise the distribution we receive from your trustee in bankruptcy or liquidator.
- 3 You acknowledge that the arrangements described in special condition 1 may be varied or replaced from time to time. You confirm that the *guaranteed money* includes any amount payable under those arrangements as varied or replaced. You confirm that this applies regardless of:
 - how the arrangement is varied or replaced;
 - the reasons for the variation or replacement;
 - whether the *guaranteed money* decreases or increases or the arrangement is otherwise more onerous as a result of the variation or replacement.

Limited recourse

- 4 You unconditionally and irrevocably waive, and agree not to claim, any right of contribution, subrogation and indemnity (and any other equivalent right) against the *customer* arising from or in connection with this guarantee and indemnity.
- 5 Despite any other provision of this guarantee and indemnity:
 - (a) we may not have recourse to you or to your assets; and
 - (b) neither we nor you may have recourse to the *customer* or the *customer's* assets, under or in connection with this guarantee and indemnity, except we may have recourse to the *property* and its proceeds and the total amount available to us as a result of a realisation of the *property* (after payment of enforcement costs etc).
- 6 Subject to special condition 5(b), nothing in special condition 5 limits us in:
 - (a) exercising our rights or powers over the *property* or in respect of any *encumbrance* granted to us;
 - (b) obtaining an injunction or other order to restrain any breach of this guarantee and indemnity by any party; or
 - (c) obtaining declaratory relief.
- 7 In exercising any right, power or remedy under this guarantee and indemnity:

- (a) neither we nor any receiver, receiver and manager, agent or attorney appointed under this guarantee and indemnity shall incur, or have the authority to incur, any liability on your behalf or for your account except a liability which is itself subject to the limitation in special condition 5; and
 - (b) neither we, you, nor any receiver, receiver and manager, agent or attorney appointed under this guarantee and indemnity shall incur, or have the authority to incur, any liability on behalf of the *customer* or for the *customer's* account except a liability which is itself subject to the limitation in special condition 5.
- 8 For the purpose of determining the amount of the *guaranteed money*, the limit on your and the *customer's* liability under special condition 5 will be disregarded.
- 9 We will not, in relation to any liability for which you or the *customer* is not liable under special condition 5:
- (a) obtain a judgment for the payment of money or damages by you or the *customer*;
 - (b) issue any demand under s459E(1) of the Corporations Act (or any analogous provision under any other law) against you or the *customer*;
 - (c) apply for the winding up of you or the *customer*;
 - (d) levy or enforce any distress or other execution to, on or against any of your or the *customer's* assets other than the *property*;
 - (e) apply for the appointment by a court of a receiver to any of your or the *customer's* assets other than the *property*; and
 - (f) exercise or seek to exercise any set-off or counterclaim against you or the *customer*, or take proceedings for any of the above and you and we waive your rights in respect of those applications and proceedings.

Guarantor's Indemnity Waiver

Dated

Parties

1. **How Heavenly Pty Ltd** ACN 169 433 587 as trustee for The HB and AP Superannuation Fund c/- Heather Byrne Accountant, 175 Argyle Street, Moss Vale NSW 2577 (**Borrower**).
2. **Mews Bowral Pty Ltd** ACN 603 671 487 as trustee for The Holding Trust – 8/11 Bundaroo Street, Bowral NSW c/- Heather Byrne Accountant, 175 Argyle Street, Moss Vale NSW 2577 (**Property Trustee**).
3. **Andrew Robert Pierce and Heather Lynne Byrne** both of 48 Highland Drive, Bowral NSW 2576 and the Property Trustee (**Guarantor**).

Background

- A. Westpac Banking Corporation ABN 33 007 457 141 (**Lender**) has made or will make a loan to the Borrower (**Loan**).
- B. The security for repayment of the Loan includes a guarantee by the Property Trustee supported by a mortgage (**Mortgage**) granted by the Property Trustee over the property located at The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576 (**Purchased Property**).
- C. The Guarantor has guaranteed and indemnified or intends to guarantee and indemnify the Lender in respect of the Loan (**Guarantee**).
- D. The Guarantor has agreed to limit its right to indemnity against the Borrower to the Purchased Property.

Operative provisions

1. Limited Recourse

Despite any other provision of any document or any right conferred by law or statute, the Guarantor's rights against the Borrower in respect of any payment, cost, expense or anything else arising from or relating to the Guarantee are limited to the Purchased Property. For example, if the Guarantor pays any money to the Lender in response to a demand for payment by the Lender, the Guarantor will only be entitled to recourse against the Purchased Property and will not be entitled to claim any amount back from any other assets of the Borrower.

2. Contribution by Guarantor

Despite any other provision of any document or any right conferred by law or statute, if under the Guarantee the Guarantor makes any payment (in cash or in kind – for example as a result of any security provided by the Guarantor being sold by the mortgagee), the Property Trustee

will not transfer the Purchased Property to the Borrower unless and until the Guarantor has been repaid the amount of that payment. (This clause is inserted to ensure that by making any payment under the Guarantee, the Guarantor is not deemed to have made a contribution to the superannuation fund).

3. Interpretation

In this document unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;

Executed as a deed.

**Signed sealed and delivered by Andrew Robert
Pierce in the presence of:**


Witness

HELEN SUTTON

Print name

66 KINGS ROAD MOSS VALE 2577 NSW

Print address



Andrew Robert Pierce

**Signed sealed and delivered by Heather Lynne
Byrne in the presence of:**

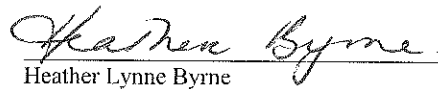
Witness

HELEN SUTTON

Print name

66 KINGS ROAD MOSS VALE 2577 NSW

Print address



Heather Lynne Byrne

Signed sealed and delivered on behalf of Mews
Bowral Pty Ltd in its capacity as Property
Trustee and Guarantor by:

Heather Byrne.
Secretary/Director
HEATHER BYRNE
Print name

A. Pierce.
Director
ANDREW PIERCE.
Print name

Signed sealed and delivered on behalf of How
Heavenly Pty Ltd by:

Heather Byrne
Secretary/Director
HEATHER BYRNE.
Print name

A. Pierce.
Director
ANDREW PIERCE.
Print name

Form: 05M
Licence: 04-10-491
Licensee: Westpac Banking Corporation

MORTGAGE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

| |
|--|
| |
|--|

(A) **TORRENS
TITLE**

8/SP49134

(B) **LODGED BY**

Document
Collection
Box

37Y

Name, Address or DX and Telephone

WESTPAC BANKING CORPORATION ABN 33 007 457 141

1 King Street, Concord West 2138

Tel: (02) 8767 3063 Fax: (02) 8767 3237

Reference (optional):

CODE

M

(C) **MORTGAGOR**

MEWS BOWRAL PTY LTD ACN 603 671 487

(D)

mortgages to the mortgagee all the mortgagor's estate and interest in the land specified above, and covenants with the mortgagee that the provisions set out in memorandum No. AG439907V filed pursuant to section 80A Real Property Act 1900 are incorporated in this mortgage. This mortgage is given for value, including the Lender, at the request of you, the mortgagor, giving or continuing credit or not exercising rights or agreeing to do so (even conditionally).

(E)

Encumbrances (if applicable)

1.

2.

3.

4.

(F) **MORTGAGEE**

WESTPAC BANKING CORPORATION ABN 33 007 457 141 (the "Lender")

(G)

MW

DATE

..... / /
dd mm yyyy

(H)

Certified correct for the purposes of the Real
Property Act 1900 by the authorised persons shown below
ON BEHALF OF
Mews Bowral Pty Ltd ACN 603 671 487
in accordance with section 127 of the Corporations Act 2001

Heather Byrne

*Secretary/Director

HEATHER BYRNE

Name in full (BLOCK LETTERS)

**Delete whichever is not applicable*

A. Pierce

Director

ANDREW PIERCE

Name in full (BLOCK LETTERS)

MORTGAGOR

I certify that I am an eligible witness and that the mortgagee's
attorney signed this dealing in my presence. [See note * below].

Signature of witness:

Helen Sutton

Name of witness: **HELEN SUTTON**

Address of witness: **66 KINGS ROAD, MOSS VALE
2577 NSW**

Certified correct for the purposes of the Real Property Act
1900 by the mortgagee.

SIGNED by
as attorney for Westpac Banking Corporation under
power of attorney registered Book 4299 No. 332

Signature: Tier Three Attorney

By executing this instrument the attorney states that the
attorney has received no notice of the revocation of the
power of attorney.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

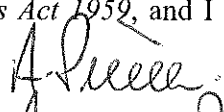
I, ANDREW PIERCE (Declarant)
(SMSF Trustee or SMSF Trustee Director's name)
of, 48 HIGHLAND DRIVE BOWRAL NSW 2576
(Address)
SERVICE TECHNICIAN
(Occupation)

make the following declaration under the *Statutory Declarations Act 1959*:

1. I am a director of How Heavenly Pty Ltd ACN 169 433 587 ("Super Trustee") the trustee of The HB and AP Superannuation Fund ("Super Fund").
2. In its capacity as trustee of the Super Fund, the Super Trustee is the borrower named in certain loan and security documents in favour of Westpac Banking Corporation ABN 33 007 457 141 relating to a commercial investment property located at The Mews 8/11-13 Bundaroo Street, Bowral NSW 2576 (the "Property").
3. I have received independent legal and financial advice (including tax advice) regarding:
 - a. the investment and the risks associated with the investment and gearing;
 - b. related tax issues;
 - c. the financial effects of the transactions;
 - d. the loan and security documents referred to in paragraph 2 and the documents associated with the investment and borrowing transaction and I declare that the Super Trustee is legally entitled and authorised to execute them as trustee of the Super Fund;
 - e. my duties as director of the Super Trustee as trustee of the Super Fund which is regulated under the *Superannuation Industry (Supervision) Act 1993* (Cth) and related legislation ("the SIS Act"); and
 - f. the duties of the Super Trustee;
 - g. the requirements of the SIS Act and related laws, and of the documents constituting the Super Fund;
 - h. compliance with those requirements generally, (and in particular in respect of the investment and transactions the Super Trustee is now entering into) and the risks of non-compliance;
 - i. compliance of the investment with the Super Fund's investment guidelines.

4. I know that Westpac and its representatives and employees are not providing advice or assurance concerning the transactions and investments, including the things referred to in paragraph 2, and are not responsible for them. The Super Fund and I should rely on our own advice and I will not rely on Westpac or any employee or representative of Westpac.
5. I know it is my responsibility to ensure the transactions and investments comply with all relevant legal requirements.
6. I have taken whatever advice I think appropriate.
7. After receiving the advice referred to in 3. above I believe that the transaction the Super Trustee is entering into complies with the SIS Act and the documents setting up the Super Fund and I have freely and voluntarily signed the following documents: (Specify the documents produced for signature)
- a. BUSINESS FINANCE AGREEMENT.
 - b. ACCEPTANCE OF FIXED INTEREST RATE.
 - c. WESTPAC SMSF SIDE DEED
 - d. GUARANTEE AND INDEMNITY. (SMSF PERSONAL) / (SMSF SECURITY CUSTODIAN.
 - e. MORTGAGE
8. I have signed the documents referred to in paragraph 7 on behalf of the Super Trustee in accordance with section 127 of the Corporations Act.
9. The Super Fund is a regulated superannuation fund within the meaning of the SIS Act.
10. The acquisition of the Property is not a prohibited "related party transaction" within the meaning of the SIS Act nor does it breach the in-house assets rule.
11. The acquisition of the Property and the entering into a loan agreement between Westpac and the Super Trustee is within the investment strategy of the Super Fund.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.


ANDREW PIERCE

Declared at

on the 24 day of March 2015

before me:



Michele Brennan
JP 156698

Justice of the peace/solicitor

4 Westbrook Cres Bowral 2576

Print address

I certify this to be a true + exact
copy of the original

[Signature]

24/3/15

Michele Brennan
JP 156698



[Large handwritten signature]

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

I, HEATHER BYRNE (Declarant)
(SMSF Trustee or SMSF Trustee Director's name)
of, 48 HIGHLAND DRIVE BOWRAL NSW 2576
(Address)
ACCOUNTANT & TAX AGENT.
(Occupation)

make the following declaration under the *Statutory Declarations Act 1959*:

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3. I have received independent legal and financial advice (including tax advice) regarding:
 - a. the investment and the risks associated with the investment and gearing;
 - b. related tax issues;
 - c. the financial effects of the transactions;
 - d. the loan and security documents referred to in paragraph 2 and the documents associated with the investment and borrowing transaction and I declare that the Super Trustee is legally entitled and authorised to execute them as trustee of the Super Fund;
 - e. my duties as director of the Super Trustee as trustee of the Super Fund which is regulated under the *Superannuation Industry (Supervision) Act 1993* (Cth) and related legislation ("the SIS Act"); and
 - f. the duties of the Super Trustee;
 - g. the requirements of the SIS Act and related laws, and of the documents constituting the Super Fund;
 - h. compliance with those requirements generally, (and in particular in respect of the investment and transactions the Super Trustee is now entering into) and the risks of non-compliance;
 - i. compliance of the investment with the Super Fund's investment guidelines.

4. I know that Westpac and its representatives and employees are not providing advice or assurance concerning the transactions and investments, including the things referred to in paragraph 2, and are not responsible for them. The Super Fund and I should rely on our own advice and I will not rely on Westpac or any employee or representative of Westpac.
5. I know it is my responsibility to ensure the transactions and investments comply with all relevant legal requirements.
6. I have taken whatever advice I think appropriate.
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 - b. ACCEPTANCE OF FIXED INTEREST RATE
 - c. WESTPAC SMSF SIDE DEED
 - d. GUARANTEE AND INDEMNITY (SMSF PERSONAL) / (SMSF SECURITY CUSTODIAN)
 - e. MORTGAGE.
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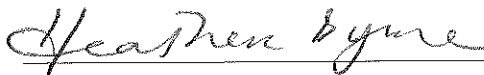
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Declared at

on the 24 day of March 2015

before me:


Michele Brennan
Justice of the peace/solicitor
JP 156698



4 Westbrook Cres Bankal

Print address

