

THIS DEED made on 15 / 10 / 2021

BETWEEN: Secure Funding Pty Ltd ABN 25 081 982 872 of Level 16, 535 Bourke Street, Melbourne VIC 3000 ("**Mortgagee**")

AND: Hudsonlin Investment Pty Ltd ACN 149 783 853 of 40 North West Arm Road, GYMEA NSW 2227 as trustee for the Property Trust ("**Mortgagor**")

AND: Richard Neil Hudson of 40 North West Arm Road, GYMEA NSW 2227
Xiu Li Lin of 40 North West Arm Road, GYMEA NSW 2227
as trustee(s) for the The Ocean SuperFund ("**Fund Trustee**")

RECITALS:

- (a) The Mortgagor on or about the date of this deed is granting to the Mortgagee a mortgage of the Purchased Property ("**Mortgage**").

THIS DEED WITNESSES:

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause.

2. Provisions deemed incorporated in the Mortgage

The provisions in the Schedule are agreed by the parties to be incorporated in the Mortgage as if set out in the Mortgage in full.

3. Definitions and interpretation

Mortgagee Notice means a notice given by the Mortgagee to the Property Trustee/Mortgagor directing the Property Trustee/Mortgagor to take action being an action which the Mortgagee is entitled to take under its Mortgage.

Property Trust means HudsonLin Property Trust.

Property Trustee means the Mortgagor in its capacity as trustee for the Property Trust.

Purchased Property means 52 Serpentine Road, KIRRAWEE NSW 2232.

Fund means The Ocean SuperFund.

Fund Trustee means Richard Hudson and Xiu Li Lin as trustee(s) for the Fund.

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

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; and
- (e) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally.

Schedule

1. Background

This Mortgage is granted in accordance with the provisions of section 67A of the SIS Act which permits a regulated superannuation fund to borrow money provided:

- (a) the borrowed funds are used to purchase an asset (in this case the Purchased Property);
- (b) the Purchased Property is held on trust for the Fund Trustee as trustee of the Fund by another entity (in this case the Property Trustee);
- (c) the Fund Trustee has the right to acquire legal ownership of the Purchased Property on behalf of the Fund by making payments; and
- (d) the Mortgagee and any other person's recourse against the Fund Trustee and the Fund for default in respect of payment are limited to the Purchased Property.

Accordingly the following provisions apply to this Mortgage.

2. What this mortgage secures

Despite any other provision of this mortgage:

- (a) the Fund Trustee directs the Mortgagor to grant this mortgage;
- (b) the Mortgagor grants this mortgage at the direction of the Fund Trustee;
- (c) the Mortgagee enters this mortgage at the request of the Mortgagor; and
- (d) this Mortgage only secures money owing by the Fund Trustee in its capacity as trustee of the Fund pursuant to the loan agreement made between the Fund Trustee and the Mortgagee on or about the date of this mortgage in respect of a loan to purchase the Purchased Property subject to this Mortgage.

3. Limited Recourse

Despite any other provision of any document, the loan agreement, the *Memorandum of Mortgage* or any right conferred or implied by law or statute, the Mortgagor's rights against the Fund Trustee in respect of any payment, cost, expense or anything else arising from or relating to this Mortgage are limited to the Purchased Property. For example, if the Mortgagor pays any money to the Mortgagee in response to a demand for payment by the Mortgagee, the Mortgagor will only be entitled to recourse against the Purchased Property and will not be entitled to claim any amount back from any other asset of the Fund Trustee.

4. Dealing with the Purchased Property

- (a) The Mortgagee may direct the Mortgagor to deal with the Purchased Property as directed by a Mortgagee in a Mortgagee Notice.
- (b) The Mortgagee may only make directions consistent with its interest as creditor secured by the Purchased Property being directions reasonably necessary to:
 - i) recover the money due to it;
 - ii) preserve the Purchased Property; or
 - iii) take any action that the Mortgagee is authorised to take under the Mortgage.
- (c) The Mortgagor is only obliged to deal with the Property in a lawful way and in accordance with usual commercial and conveyancing practice.

5. Own enquires

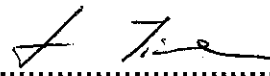
The Mortgagee makes no warranty or representation in relation to the structure under which the Property Trustee and the Fund has acquired the Purchased Property. The Fund Trustee acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against the Mortgagee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

EXECUTED as a deed

FUND TRUSTEE:

Signed, sealed and delivered by Richard Neil Hudson in its capacity as Fund Trustee in the presence of:

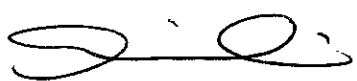

Richard Neil Hudson
15/10/2021
Date

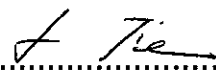

Signature of Witness
15/10/2021
Date

JIE HE
Name of Witness (please print)

507/64 Charlotte st Campsie
Address of Witness (please print) NSW 2194

Signed, sealed and delivered by Xiu Li Lin in its capacity as Fund Trustee in the presence of:


Xiu Li Lin
15/10/2021
Date

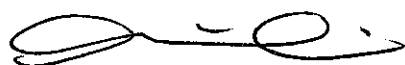

Signature of Witness
15/10/2021
Date

JIE HE
Name of Witness (please print)

507/64 Charlotte st Campsie
Address of Witness (please print) NSW 2194

PROPERTY TRUSTEE:

Signed sealed and delivered by Hudsonlin Investment Pty Ltd in its capacity as Property Trustee / Mortgagor:


Signature of Director

XIU LI LIN
Name of Director
(please print)

Date: 15/10/2021


Signature of Director/Secretary

RICHARD NEIL HUDSON
Name of Director/Secretary
(please print)

Date: 15/10/2021