



March 27, 2023

4

TOWNERS HOLDINGS PTY. LTD. ACN 663  
854 135 as trustee for WENDON FUND  
43 JEPSON Street  
MANGO HILL QLD 4509 Australia

**Borrower:** TOWNERS HOLDINGS PTY. LTD. ACN 663 854 135 as trustee for WenDon Fund  
**Guarantor:** Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust  
Donald Keith Townley  
Wendi-Lee Veronica Masters  
**Property:** 1711/37 MAYNE Road BOWEN HILLS Queensland 4006  
**Lender:** FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448  
**Mortgage Manager:** Firstmac Limited ABN 59094145963 Australian Credit Licence Number 290600  
**Application ID:** 80139500

Dear Sir/Madam,

### Your home loan is approved

Congratulations! Your new home loan has been approved and your home loan documents are enclosed for your review and signature. Your home loan documents provide important information about your new loan which will be secured by a mortgage over the property listed above.

We recommend you obtain independent legal advice **BEFORE** you sign your home loan documents.

Whilst it is not compulsory, we strongly recommend that you seek independent financial advice from a qualified financial advisor in relation to your financial rights and obligations under the loan documents. You may accept our finance offer by signing and returning your documents promptly, otherwise the approval may lapse. All our requirements must be met **BEFORE** we can arrange settlement. Please keep this in mind, particularly if your transaction is urgent.

### Next Steps – what you must do

Please work through the enclosed **checklist** and return to us;

1. The home loan documents listed in **PART A**, printed, completed and signed; and
2. The additional information listed in **PART B** required from you.

We have included a copy of some of the documents listed in Part A and the general conditions that apply to your home loan and your mortgage. These copies can be retained for your records.

### Need Help?

If you have any questions about the enclosed documents, simply contact our Settlements team on 1800 635 228, fax us on 07 3002 8400 or email [settlements@customerhelp.com.au](mailto:settlements@customerhelp.com.au). Alternatively, please contact your legal or financial adviser. They will be happy to help.

Kind regards,

Julie Sanders  
Head of Group Operations



**Borrower checklist – Application ID 80139500**

This checklist, with all signed documents (including the pages that do not require signing) and the Additional Information in Part B, must be received in our Office by 10am 3 days prior to settlement.

**Return the documents to:**

Post: Settlements Team, GPO Box 7001 Brisbane, Qld 4001

**PART A**

The Home Loan documents listed below are to be printed (one side only), signed and returned to us. **Please note that digital signatures are not acceptable.**

Document	Instructions	Tick when Returning
Loan Agreement	All borrowers to sign where indicated.	<input checked="" type="checkbox"/>
Borrower Certification	All Borrowers to complete and sign where indicated.	<input checked="" type="checkbox"/>
Mortgage/s	The mortgage ( <b>2 copies, printed single sided with ref and page numbers printed no more than 1cm from bottom of page</b> ) must be signed by each mortgagor . <b>QLD:</b> Justice of the Peace, Commissioner for Declarations, Legal Practitioner, Licensed Conveyancer, Notary Public <b>If signed outside Australia:</b> Australian Consular Officer	<input checked="" type="checkbox"/>
Mortgage Side Deed	Complete and sign where indicated.	<input checked="" type="checkbox"/>
Verification of Identity Form – <b>Donald Keith Townley</b>	The Verification of Identity Form must be completed and signed by a Prescribed Person and returned with certified copies of ID.	<input checked="" type="checkbox"/>
Verification of Identity Form – <b>Wendi-Lee Veronica Masters</b>	The Verification of Identity Form must be completed and signed by a Prescribed Person and returned with certified copies of ID.	<input checked="" type="checkbox"/>
Direct Debit Authority	All Borrowers to complete and sign where indicated.	<input checked="" type="checkbox"/>
Guarantors Indemnity Waiver	Complete and sign where indicated.	<input checked="" type="checkbox"/>
Settlement Funds Direction and Authority	All Borrowers to complete and sign where indicated.	<input checked="" type="checkbox"/>
SMSF Statutory Declaration	Complete and sign where indicated.	<input checked="" type="checkbox"/>

**PLEASE NOTE:** that documents cannot be executed under Power of Attorney

**PART B**

Additional information required from you

Additional Information	Instructions	Tick when Returning
Full copy of Final Contract of Sale	We require a complete copy (signed and dated) of the Contract of Sale for the security property. If the security property is in NSW, SA or QLD the Contract must also be stamped.	<input checked="" type="checkbox"/>
Copy of Transfer	Prior to settlement we require a signed copy of the Transfer for the security property being purchased/transferred noting the full consideration. If the security property is in NSW, SA or QLD the Transfer must be stamped.	<input checked="" type="checkbox"/>
Form 24	We require a copy of Form 24.	<input checked="" type="checkbox"/>
Priority Notice	You must lodge a Priority Notice in the Titles office no earlier than seven (7) days prior to settlement. The Priority Notice must refer to the Mortgage to FIRST MORTGAGE COMPANY HOME LOANS PTY LTD. Prior to settlement, you must provide a copy of the Priority Notice <b>and</b> Titles Office lodgement receipt.	<input checked="" type="checkbox"/>
<b>SPECIAL CONDITIONS</b>	<p>SETTLEMENT: Statutory Declaration confirming Donald Keith Townley and Donald Kieth Townley (name on AUS passport) are one and the same person</p> <p>Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form)</p> <p>Independent Legal Advice Required</p> <p>Priority Notice required to be provided for paper settlement</p> <p>Copy of Trust Details Form required - Form 20 to be reviewed by Legal</p> <p>Copy of signed Brokerage Authority form</p> <p>Joint and several guarantees required from directors</p> <p>Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form)</p> <p>Independent Legal Advice Required</p>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

# Loan Agreement - SMSF Limited Recourse Loan

**Lender:** FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 of Level 40, 123 Eagle Street BRISBANE QLD 4000

**Originator/Manager:** Firstmac Limited ABN 094145963 of Level 40, 123 Eagle Street BRISBANE QLD 4000

**Borrower (or "you"):** Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund of 43 JEPSON Street MANGO HILL Queensland 4509 Australia

**Loan Number:** 80139500

The Originator/Manager has arranged for the Lender to make the loan which will be managed by the Originator/Manager. Normally, you deal with the Originator/Manager. The Lender and the Originator/Manager are individually and together referred to as "we/us/our".

This document does not contain all the precontractual information required by law to be given to you. This document must be read together with the Loan General Terms and Conditions Version SMSF2 dated June 2021 contained in Part 1 of 'Your document pack' (**T&Cs**). You must comply with all of the terms specified in the T&Cs. If there is any conflict between the T&Cs and this document, the terms of this document prevail. If there is any conflict between any provisions of any security or guarantee and this document and the T&Cs, the terms of this document and the T&Cs prevail.

Words in *italics* have special meanings and are defined in this document or in the T&Cs.

## Financial Table

The following information is prepared as at March 27, 2023 (the *disclosure date*). This information may change before or after the *settlement date*. The *settlement date* is the date we first advance money to you.

<b>How much you are borrowing</b>	<b>\$304,000.00</b>
Made up of:	
<b>Broker Special - SMSF Home Loan 80 PI 1:</b>	<b>\$304,000.00</b>
<b>Total amount of credit</b>	<b>\$304,000.00</b>
<b>Annual percentage rate(s)</b>	
Interest rates (including fixed rates, unless the fixed rate has been locked in) may change prior to the <i>settlement date</i> . Interest rates other than fixed rates can vary after the <i>settlement date</i> .	
• <b>Broker Special - SMSF Home Loan 80 PI (variable rate)</b>	<b>6.99% per annum</b>
<b>Repayments</b>	
<b>When your repayments are due</b> You must make repayments monthly on the same day each month as the <i>settlement date</i> . You may make repayments more frequently if you wish - please see your T&Cs.	

<p><b>When your first repayment is due</b> Your first repayment is due one month from the <i>settlement date</i>.</p>	
<p><b>How many repayments will you make</b> Assuming you make all repayments on the due date, the number of repayments you must make will be:</p>	360 repayments
<p><b>How much are your repayments</b> Based on the current interest rates, your monthly repayments will be as described below. If a variable interest rate changes, your repayment amounts may change.</p> <p><b>Broker Special - SMSF Home Loan 80 PI</b></p>	\$2,020.48 comprising principal and interest
<p><b>Fees and Charges</b></p>	
<p><b>Credit fees and charges payable on or before settlement of your loan</b> Unless otherwise stated, all fees are non-refundable. These fees may be payable even if the loan does not proceed for any reason.</p>	
<p><b>Lender's Application Fee:</b> - payable for services provided by us in connection with your loan application (may include legal fees, title insurance premiums, any additional loan processing fee, valuation fees and an amount payable to the Originator/Manager for providing services).</p>	\$0.00
<p><b>Valuation Fee:</b></p>	\$220.00
<p><b>Mortgage Registration Fee:</b></p>	\$208.83
<p><b>Lenders Documentation Costs:</b></p>	\$490.00
<p><b>Lenders Mortgage Insurance:</b> This amount may be capitalised and added to your loan amount.</p>	Paid by the lender
<p><b>Total of fees and charges payable on or before the <i>settlement date</i> (excluding unascertainable amounts)</b></p>	\$918.83
<p><b>Credit fees and charges payable after settlement of your loan</b></p>	
<p>Originator/Manager's Discharge Administration Fee - payable when we agree to discharge a <i>security</i>.</p>	\$300.00 per security
<p><b>Total of fees and charges payable assuming the loan runs for the entire term (excluding unascertainable amounts or amounts which may or may not become payable)</b></p>	\$918.83

<p><b>Credit fees and charges payable throughout the term of your loan</b>  The following fees and charges are payable by you if and when the service is provided, the expense incurred, or the relevant event occurs, unless otherwise specified. We can debit your loan account with effect from the date we incur these fees, and either require you to pay the fee or charge immediately, collect it with your regular repayments, or require it to be repaid by one or more repayments. All fees and charges are non-refundable.</p>	
<p><b>Break costs</b></p> <p>Break costs are payable if</p> <ul style="list-style-type: none"> <li>• the whole or part of a fixed rate loan is repaid during a fixed rate period; or</li> <li>• the whole or part of your fixed rate loan is varied by agreement during a fixed rate period (for example, to another type of annual percentage rate or for another fixed rate term).</li> </ul> <p>Break costs are payable on the day on which any of the above events occur. Break costs are payable on fixed rate loans even if repayment is required by us after an <i>event of default</i> occurs. Break costs are further explained in the T&amp;Cs. In addition, you must pay a Break Cost Administration Fee (not payable on switches to variable rate).</p> <p><b>NOTE: Break costs can be significant. Ask us for an estimate of break costs before you repay a fixed rate loan early.</b></p>	<p>Unascertainable</p> <p>\$150 per event</p>
<p>Revaluation fee - payable if the loan is not made within three months of the <i>disclosure date</i>.</p>	<p>Unascertainable</p>
<p>Application reassessment fee - payable if, as a result of delay in entering this loan agreement or settling the loan, we are required to reassess the loan.</p>	<p>\$100.00</p>
<p>If you request that your loan be re-documented prior to the settlement date. This fee does not apply to Firstmac VIP Package customers.</p>	<p>\$100.00</p>
<p>Discharge administration fee - payable at the time of any early discharge when repaying your loan in full.</p> <p>Partial discharge administration fee - payable at the time of each partial discharge.</p>	<p>\$300.00</p> <p>\$150.00</p>
<p>Documentation costs for discharge of mortgage - payable at the time of any early discharge when repaying your loan in full.</p> <p>Third party fees are fees incurred by us in providing the service and include such costs as valuation fees, mortgage insurance premium, Lender's risk and processing fee, legal costs, document custodian charges, titles office fees, and electronic processing fees, all of which are unascertainable at the disclosure date.</p>	<p>\$250.00 per settlement plus <i>third party fees</i></p>
<p>If you request more than three bank cheques on the settlement date, a fee will apply for each additional bank cheque.</p>	<p>\$15.00 for each bank cheque</p>

If you request a copy of a statement.	\$10.00 per statement
Over the counter deposits.	\$2.00 per transaction
Customer assisted transactions fee - payable when you request our assistance to complete a transfer/transaction, place an order, or submit an action that you can independently complete through your online access. This is in addition to the standard transaction fee charged.	\$4.00 per request
Dishonour fee - payable whenever a payment to us is dishonoured.	\$35.00 per dishonour
If you attempt to debit your loan account (other than transferring from one loan account to another) and there are insufficient funds to cover the amount of that debit.	\$35.00 per dishonour
Internal sweep dishonour fee - payable whenever we have an instruction from you to transfer funds from one loan account to another loan account and there are insufficient funds to cover the amount of the transfer.	\$20.00 per dishonour
Default fee - may be payable if your loan account is in default. The default fee is charged once your loan account has been in arrears for 11 days, and then every month thereafter for as long as the default remains.	\$150.00 per month
If the loan is not made on the agreed date through no fault of ours (ie settlement is cancelled), you may be required at that time to pay a cancellation fee.	\$75.00
<p>If the Lender or the Originator/Manager undertakes any of the following:</p> <ul style="list-style-type: none"> <li>• provides copies of any notice or document;</li> <li>• provides any special attendances (eg consent to second mortgage) at your request;</li> <li>• provides information;</li> <li>• decides to inspect the mortgaged property or obtain other reports in relation to it; or</li> <li>• varies your loan at your request (not applicable to Firstmac VIP Package customers).</li> </ul> <p>In addition, you must pay any applicable out of pocket expenses, including legal costs and disbursements.</p>	<p>\$260.00 per attendance</p> <p>Unascertainable</p>
Payment trace fee - payable whenever we are asked to trace a deposit to a loan account.	\$50.00 per trace

If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply.	Unascertainable
Enforcement expenses - may be payable if you default under this loan agreement or any <i>security</i> . Enforcement expenses are further explained in the T&Cs.	Unascertainable

**We can change any of the financial information described above without your consent, including the fees and charges, the amount of repayments, the dates for debiting interest and the dates for making repayments, interest rates (except during a fixed rate period), and any discount (unless this contract says otherwise). We may introduce new fees and charges without your consent. We will inform you of any changes either in writing or by advertisement in a newspaper circulating throughout your jurisdiction. In making any changes, we will act reasonably.**

## OTHER INFORMATION

Security	<p>You acknowledge that the following security extends to and secures any money due under this loan agreement.</p> <p>1. First registered mortgage by Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D &amp; W Property Trust over Title Description: 51230155 also described as 1711/37 MAYNE Road BOWEN HILLS Queensland 4006</p> <p>You must also arrange for us to be granted a guarantee by:</p> <p>(a) the Donald Keith Townley and Wendi-Lee Veronica Masters, limited to the loan amount; and</p> <p>(b) Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D &amp; W Property Trust, limited to 1711/37 MAYNE Road BOWEN HILLS Queensland 4006</p> <p>Together, these securities are referred to as the <i>security</i>.</p>
Guarantor	<p>Guarantee by Towners Custodian Pty Ltd.</p> <p>Guarantee by Donald Keith Townley.</p> <p>Guarantee by Wendi-Lee Veronica Masters.</p> <p>Collectively referred to as the <i>guarantor</i>.</p>
Loan term	30 years commencing on the <i>settlement date</i> .
Loan purpose	You have told us that the loan will be used for Buying an investment property.



<p>How your loan will be paid on settlement</p>	<p>The loan will be paid to:</p> <p>(a) for lenders mortgage insurance premium; <b>Paid by the lender</b></p> <p>(b) balance as directed by you: unascertainable at the disclosure date.</p>
<p>Commission paid or received in relation to your loan</p>	<p>A management fee, which under the National Credit Code may be interpreted as a commission for the introduction of credit business, is payable to the Originator/Manager over the life of the loan. The amount of a commission is not ascertainable at the <i>disclosure date</i>. The Lender and the Originator/Manager and other persons may pay or receive other commissions, fees or benefits in connection with this loan.</p>
<p>Default interest rate</p>	<p>The default rate of interest at any time equals the interest rate applying to the relevant account plus 2.00% per annum. If the interest rate applying to the account changes, the default rate will also change.</p> <p>The default rate(s) as at the <i>disclosure date</i> are:</p> <p>Broker Special - SMSF Home Loan 80 PI <span style="float: right;">8.99% per annum</span></p>
<p>About interest rates</p>	<p>We obtain funding for our loans from a variety of sources. As a result, interest rates may differ from time to time between our different loans. Accordingly, you may see us advertising a different rate to the rate applicable to your loan.</p>
<p>Outstanding conditions</p>	<ul style="list-style-type: none"> <li>● SETTLEMENT: Statutory Declaration confirming Donald Keith Townley and Donald Kieth Townley (name on AUS passport) are one and the same person</li> <li>● Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form)</li> <li>● Independent Legal Advice Required</li> <li>● Priority Notice required to be provided for paper settlement</li> <li>● Copy of Trust Details Form required - Form 20 to be reviewed by Legal</li> <li>● Copy of signed Brokerage Authority form</li> <li>● Joint and several guarantees required from directors</li> <li>● Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form)</li> <li>● Independent Legal Advice Required</li> </ul>
<p>SMSF special conditions</p>	<p><b>Special Conditions that Apply to your Self Managed Superannuation Fund Loan</b></p> <p>The following Specific Conditions apply to your loan contract.</p>

(1) **Additional Definitions**

In these Specific Conditions:

**Guarantors** mean Donald Keith Townley and Wendi-Lee Veronica Masters and the Property Trustee.

**Property Trustee** means Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust

**Property** means 1711/37 MAYNE Road BOWEN HILLS Queensland 4006

**Superannuation Fund** means WanDon Fund

**Superannuation Trustee** means Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for the Superannuation Fund.

(2) **Background**

This loan contract is made in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act (SIS Act)* which permits a regulated *Superannuation Fund* to borrow money provided:

- (i) the borrowed funds are used to purchase an asset (in this case the *Property*);
- (ii) the *Property* is held on trust for the *Superannuation Trustee* as trustee of the *Superannuation Fund* by another entity (in this case the *Property Trustee*);
- (iii) the *Superannuation Trustee* has the right to acquire legal ownership of the *Property* on behalf of the *Superannuation Fund* by making payments;

The Lender's recourse against the *Superannuation Trustee* and the *Superannuation Fund* for default on the borrowing is limited to the *Property*.

(3) **Security**

Despite any other provision of this agreement, the following stands as security for your loan contract:

- (i) a charge of the beneficial interest in the *Property* by *Superannuation Trustee* on behalf of the *Superannuation Fund*;
- (ii) a mortgage of the legal interest in the *Property* by the *Property Trustee*;
- (iii) a guarantee by the members of the *Superannuation Fund* and the *Property Trustee*; and
- (iv) any other security granted to the Lender to secure repayment of the your loan contract.

(4) **Redraw**

Despite any other condition in your loan contract (including conditions set out in the *General Conditions*), redraw is not available on any account.

(5) **Charge of beneficial interest**

The *Superannuation Fund* hereby charges its beneficial interest in the *Property* to the Lender to secure payment of all amounts due to the Lender or any other person under your loan contract (the "**Debt**"). This charge constitutes a fixed and specific charge over the *Property*. All the terms of the mortgage over the legal title owned by the *Property Trustee* apply to this charge as if set out in full in this agreement and as if the *Superannuation Fund* was the mortgagor and the Lender was the mortgagee.

**(6) Limited recourse**

- (i) Despite any other condition in your loan contract (including conditions set out in the *General Conditions*), this agreement relates solely to money payable in respect of the loan made to the *Superannuation Trustee* under your loan contract (including interest and all costs and charges associated with that loan), but does not impose on the *Superannuation Trustee* an obligation to pay any other money. For example, the *Superannuation Trustee* is not obliged to pay all money which it owes the *Lender* other than by the *Lender's* recourse against the *Property*.
- (ii) Despite any other condition in your loan contract (including conditions set out in the *General Conditions*) or any other document, the *Lender's* rights and the guarantors' rights against the *Superannuation Fund* on default are limited to recourse against the *Property* and in the absence of fraud or misrepresentation by the *Superannuation Trustee*, neither the *Lender* nor the guarantors have any recourse whatsoever against the *Superannuation Trustee* or the *Superannuation Fund* for payment of the *Debt* other than recourse against the *Property*.
- (iii) Subject to sub-clause (iv), neither the *Lender* nor the *Guarantors* must take any step pursuant to the rights conferred by this agreement to:
  - (a) have an administrator appointed to the *Superannuation Trustee*;
  - (b) 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 receiver of all or part of the *Property* only;
  - (c) have the *Superannuation Trustee* wound up, or prove in any winding up of the *Superannuation Trustee*;
  - (d) carry out any distress or execution on any property of the *Superannuation Fund* other than the *Property*;
  - (e) 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 *Property*;
  - (f) make any other claim or institute any proceedings of any kind as against any property or assets of the *Superannuation Trustee* other than the *Property*.
- (iv) The other provisions of this clause do not:
  - (a) prohibit or restrict either the *Lender* or the *Guarantors* from obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this agreement by the *Superannuation Trustee*;
  - (b) prohibit or restrict either the *Lender* or the *Guarantors* 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
  - (c) affect the *Lender's* rights or the *Guarantors* rights to:
    - (a) enforce this agreement over the *Property* in accordance with the terms of your loan contract and the registered mortgage over the *Property*;
    - (b) for the sole purpose of enforcing its rights against the *Property*, proceed against the *Property Trustee* or the *Superannuation Trustee* to the extent necessary to enforce its rights against the *Property* or to obtain the benefit of the recourse to the *Property Trustee* or the *Superannuation Trustee* allowed by this clause;
    - (c) enforce any rights it may have under any other document; or
    - (d) enforce any rights it may have against the *Superannuation Trustee* for fraud or misrepresentation

**(7) Own enquires**

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

**(8) 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 the *Lender* or the *Lender's* lawyers in respect of this transaction, the *Lender* makes no representation that the Superannuation Trust Deed or the *Superannuation Fund* itself complies with the SIS Act.

**(9) Change in applicable law**

If at any time the *Lender* determines that there has occurred any introduction of or variation to any law or regulation which makes this loan prohibited under the SIS Act, the result of any of which in the *Lender's* opinion makes it illegal, undesirable, or impractical for the *Lender* to make or continue this loan (and the *Lender's* opinion, acting reasonably will be final in relation to all these matters) then the *Lender* may terminate this loan contract by written notice to the Borrower and require repayment of the *Debt* on or before the expiration of 30 days from the date of the notice.



Signed on behalf of the Lender:  
for FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448

## How to Proceed

Before you sign this loan agreement, make sure you understand the following. If you have any questions, ask before you sign.

- You should consider obtaining legal and financial advice in relation to this loan.
- When a variable interest rate applies to your loan, your interest rate can go up or down over the term of your loan. If your interest rate increases, your repayments may increase. We may vary your interest rate at any time (except during a fixed rate term).
- You may have to pay fees if you repay your loan early. Significant fees (called 'break costs') may be payable if you repay all or part of a fixed rate loan early. Ask us for an estimate of break costs before you repay a fixed rate loan early.
- If you select an interest only term at any time, you will not be repaying any of the loan principal and will end up paying more interest.
- The events which may cause you to default under your loan are listed in the T&Cs. You may default under your loan even if you have made all your payments. If you default, you may lose your property. If the sale proceeds from the mortgaged property are insufficient to fully repay the amount you owe us, you are still responsible for repaying the amount outstanding.
- If you default under your loan, enforcement expenses may be payable. This means that you may have to pay any of our reasonable costs incurred in maintaining the mortgaged property, collection expenses, and any other internal or external costs we incur as a result of your default.
- You must insure the mortgaged property. You should consider whether you need other insurance such as insurance to assist you to make repayments if you are sick, lose your job, or if other contingencies occur.
- We may change, suspend or cancel your offset facility at any time.
- If we require you to pay for lenders mortgage insurance, this insurance protects us and not you. If you default under your mortgage and the mortgaged property is then sold, and the sale proceeds are insufficient to fully repay the amount you owe us, you are still legally responsible for repaying the balance outstanding under the mortgage.
- Until the settlement date, we have the right to change the terms of your loan agreement or to withdraw our offer to lend altogether.
- Acting reasonably, we can make changes to your loan agreement.

By signing this document, each of you have made the following declarations.

1. You have carefully read this document and the T&Cs and understand they establish a legal contract between you and us.
2. All information you have given directly or indirectly to us, our agents, or our lawyers is accurate and not misleading. You acknowledge that we are relying on that information to enter this transaction.
3. The loan will be used only for the purpose set out above under 'Purpose'.
4. You agree to pay the lender all fees and charges applicable (as set out under 'Credit fees and charges payable on or before settlement of your loan') even if the loan does not proceed to settlement (including because we withdraw from this offer).

We reserve the right to withdraw from this transaction if this offer is not accepted within 14 days from the *disclosure date*, within 90 days of your conditional approval (if applicable), if the initial drawdown does not occur within 60 days of the *disclosure date*, or if anything occurs which in our reasonable opinion makes settlement undesirable.

## How to accept this offer

To accept this offer you must sign and date this document below and return it to Firstmac Limited, GPO Box 7001, Brisbane QLD 4001. This contract comes into force on the *settlement date* or such earlier date as we decide.

**If the borrower is a company or if this loan is predominantly used for business purposes or investment purposes (except for investment in residential property) this loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to this loan. The information statement below only applies to you if your loan is regulated by the National Credit Code.**

## Important

### Before you sign

- Read this contract document so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: "*Things you should know about your proposed credit contract*".
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- Do not sign this contract document if there is anything you do not understand.

### Things you must know

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property, such as a house or car.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

Signed on behalf of Towners Holdings Pty. Ltd. ACN  
663 854 135 as trustee for WenDon Fund pursuant  
to section 127 of the Corporations Act 2001

Date:

4/4/23

Sole director & Secretary / Director / Secretary  
(cross out those not applicable)

DONALD TOWNLEY

W Masters

Director

WENDI-LEE MASTERS

# BORROWER CERTIFICATION

APPLICATION ID: 80139500

I Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund CERTIFY THAT:

Select one

I am fluent in the English language;

OR

I have had the document to which this certificate is attached (the "Document") interpreted and explained to me;

I have read the Document (or had it interpreted and explained);

I am the Borrower named in the Document;

I understand the nature and effect of the Document;

I understand the obligations and risks involved in signing the Document;

I sign the Document freely, voluntarily and without pressure from any person; and Select one

I have been given the opportunity to obtain legal advice on the nature and effect of the Document but have chosen not to do so;

I have obtained legal advice on the nature and effect of the documents from the solicitor named

MICHAEL JOHN KENNY  
SOLICITOR

Are you, or your close family and associates, a politically exposed person (head of state, senior politician, senior government official, judicial or military officer, senior executive of a state-owned corporation, or senior political party official) either within or outside Australia?

No  Yes, please provide details: \_\_\_\_\_

I understand that if I do not meet the criteria for the owner-occupied property interest rate then the interest rate may be increased to the applicable investor interest rate.

## POST SETTLEMENT NOTICES

(not to be completed if all borrowers wish to receive by post copies of post settlement notices)

Select one

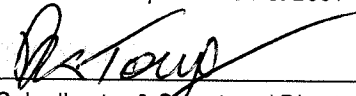
I elect to receive post settlement notices electronically to the email address provided with my loan application. (i). I will not receive a paper copy of the documentation (ii). I must check my/our email regularly and (iii). I may withdraw this election at any time.

OR

I nominate \_\_\_\_\_ to receive post settlement notices and other documents by post on behalf of all of us. Each borrower is entitled to receive by post a copy of any notice or other document under the National Credit Code. By completing this nomination and signing below, you give up the right to be provided with multiple copies of information direct from the lender, and nominate one person to receive the information.

You can update your details with us or request paper copies of the documents at any time.

Signed on behalf of Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund pursuant to section 127 of the Corporations Act 2001

  
Sole director & Secretary / Director / Secretary  
(cross out those not applicable)

DONALD TOWNLEY

  
Director

WENDI-LEE MASTERS

Date: 4/4/23

**After all parties have signed the Form – Please detach this Notice**

**VERY IMPORTANT: Please read this before signing the form**

Before signing the form you must show the witness adequate documentation so they can **verify your identity and your entitlement to sign**

Unless you provide adequate documentation the witness may decline to proceed

*Note: this notice is not part of the form and must not be lodged in the Titles Registry*

**Important information – witnessing signatures on titles registry forms**

- Only particular persons (Schedule 1 – Land Title Act 1994) are able to witness the signature of an individual on a titles registry form and they are required by law to take reasonable steps to verify the individual’s identity and ensure they are the person entitled to sign the form.
- You must provide your witness with sufficient documentation for them to verify your identity (e.g. shows your photo and signature) **and** your entitlement to sign the form (e.g. shows your name and the property details).
- It is recommended that you present as many relevant documents as possible to the witness to assist them in complying with their legal obligations.
- For further guidance, including for witnessing outside Australia, refer to Part 61 of the Land Title Practice Manual, available online at [www.qld.gov.au/titles](http://www.qld.gov.au/titles).

**1. Verification of identity documents**

The Verification of Identity Standard in ¶[61-2700] of the Land Title Practice Manual requires a witness to sight a specified combination of identity documents. An extract showing the first 3 Categories of the Standard is below:

Category	Minimum Document Requirements For Persons who are Australian citizens or residents:
1	<ul style="list-style-type: none"> <li>• Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard</li> <li>• <u>plus</u> Australian drivers licence or Photo Card* (a Photo Card is a card issued by the Commonwealth or any State or Territory Government showing a photograph of the holder and enabling the holder to evidence their age and/or their identity)</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>
2	<ul style="list-style-type: none"> <li>• Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard</li> <li>• <u>plus</u> full birth certificate or citizenship certificate or descent certificate</li> <li>• <u>plus</u> Medicare or Centrelink or Department of Veterans’ Affairs card</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>
3	<ul style="list-style-type: none"> <li>• Australian drivers licence or Photo Card* (see Photo Card definition in Category 1 above*)</li> <li>• <u>plus</u> full birth certificate or citizenship certificate or descent certificate</li> <li>• <u>plus</u> Medicare or Centrelink or Department of Veterans’ Affairs card</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>

**2. Documentation to confirm you are entitled to sign the form/s**

- If you are **selling property** or are **only refinancing**
- a current local government rates notice; or
  - a current title search statement; or
  - a current land tax assessment notice.

- If you are **buying property** and/or **financing the purchase**
- a copy of the contract of sale; or
  - official loan documentation from your lender; or
  - a letter from a solicitor confirming you are entitled to sign the form.

**Unless you show your witness adequate documentation they may decline to proceed**



**Lodger Details**

Lodger Code  
 Name  
 Address  
 Lodger Box  
 Phone  
 Email  
 Reference

For Office Use Only

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

**MORTGAGE**

**Jurisdiction** Queensland

**Privacy Collection Statement**

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

**Estate and/or interest being mortgaged**

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
51230155		LOT 1711 ON SP 259430

**Mortgagor**

Name	TOWNERS CUSTODIAN PTY LTD
ACN/ARBN	663 854 680
Capacity	AS TRUSTEE

**Mortgagee**

Name	FIRST MORTGAGE COMPANY HOME LOANS PTY LTD
ACN	104268448
Australian Credit Licence	

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

**Terms and Conditions of this Mortgage**

(a) Document Reference	720348916
(b) Additional terms and conditions	NIL

**Mortgage Execution**

Executed on behalf of TOWNERS CUSTODIAN PTY LTD

Signer Name DONALD KEITH TOWNLEY

Signer Organisation TOWNERS CUSTODIAN PTY LTD

Signer Role DIRECTOR

Signature *DK Townley*

Execution Date 4-4-23

Executed on behalf of TOWNERS CUSTODIAN PTY LTD

Signer Name WENDI-LEE VERONICA MASTERS

Signer Organisation TOWNERS CUSTODIAN PTY LTD

Signer Role DIRECTOR

Signature *W Masters*

Execution Date 4-4-23

**Mortgagee Execution**

Executed on behalf of FIRST MORTGAGE COMPANY  
HOME LOANS PTY LTD  
under power of attorney 713980455

Signer Name STEVEN KONG

Signer Organisation FIRSTMAC LIMITED ACN 094 145 963

Signer Role MANAGER

Signature \_\_\_\_\_

Execution Date \_\_\_\_\_

**After all parties have signed the Form – Please detach this Notice**

**VERY IMPORTANT: Please read this before signing the form**

Before signing the form you must show the witness adequate documentation so they can **verify your identity and your entitlement to sign**

Unless you provide adequate documentation the witness may decline to proceed

*Note: this notice is not part of the form and must not be lodged in the Titles Registry*

**Important information – witnessing signatures on titles registry forms**

- Only particular persons (Schedule 1 – Land Title Act 1994) are able to witness the signature of an individual on a titles registry form and they are required by law to take reasonable steps to verify the individual’s identity and ensure they are the person entitled to sign the form.
- You must provide your witness with sufficient documentation for them to verify your identity (e.g. shows your photo and signature) **and** your entitlement to sign the form (e.g. shows your name and the property details).
- It is recommended that you present as many relevant documents as possible to the witness to assist them in complying with their legal obligations.
- For further guidance, including for witnessing outside Australia, refer to Part 61 of the Land Title Practice Manual, available online at [www.qld.gov.au/titles](http://www.qld.gov.au/titles).

**1. Verification of identity documents**

The Verification of Identity Standard in ¶[61-2700] of the Land Title Practice Manual requires a witness to sight a specified combination of identity documents. An extract showing the first 3 Categories of the Standard is below:

Category	Minimum Document Requirements For Persons who are Australian citizens or residents:
1	<ul style="list-style-type: none"> <li>• Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard</li> <li>• <u>plus</u> Australian drivers licence or Photo Card* (a Photo Card is a card issued by the Commonwealth or any State or Territory Government showing a photograph of the holder and enabling the holder to evidence their age and/or their identity)</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>
2	<ul style="list-style-type: none"> <li>• Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard</li> <li>• <u>plus</u> full birth certificate or citizenship certificate or descent certificate</li> <li>• <u>plus</u> Medicare or Centrelink or Department of Veterans’ Affairs card</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>
3	<ul style="list-style-type: none"> <li>• Australian drivers licence or Photo Card* (see Photo Card definition in Category 1 above*)</li> <li>• <u>plus</u> full birth certificate or citizenship certificate or descent certificate</li> <li>• <u>plus</u> Medicare or Centrelink or Department of Veterans’ Affairs card</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>

**2. Documentation to confirm you are entitled to sign the form/s**

- If you are **selling property** or are **only refinancing**
- a current local government rates notice; or
  - a current title search statement; or
  - a current land tax assessment notice.

- If you are **buying property** and/or **financing the purchase**
- a copy of the contract of sale; or
  - official loan documentation from your lender; or
  - a letter from a solicitor confirming you are entitled to sign the form.

**Unless you show your witness adequate documentation they may decline to proceed**

**Lodger Details**

Lodger Code  
 Name  
 Address  
 Lodger Box  
 Phone  
 Email  
 Reference

For Office Use Only

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

**MORTGAGE**

**Jurisdiction** Queensland

**Privacy Collection Statement**

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

**Estate and/or interest being mortgaged**

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
51230155		LOT 1711 ON SP 259430

**Mortgagor**

Name	TOWNERS CUSTODIAN PTY LTD
ACN/ARBN	663 854 680
Capacity	AS TRUSTEE

**Mortgagee**

Name	FIRST MORTGAGE COMPANY HOME LOANS PTY LTD
ACN	104268448
Australian Credit Licence	

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

**Terms and Conditions of this Mortgage**

(a) Document Reference	720348916
(b) Additional terms and conditions	NIL

**Mortgage Execution**

Executed on behalf of TOWNERS CUSTODIAN PTY LTD

Signer Name DONALD KEITH TOWNLEY

Signer Organisation TOWNERS CUSTODIAN PTY LTD

Signer Role DIRECTOR

Signature 

Execution Date 4-4-23

Executed on behalf of TOWNERS CUSTODIAN PTY LTD

Signer Name WENDI-LEE VERONICA MASTERS

Signer Organisation TOWNERS CUSTODIAN PTY LTD

Signer Role DIRECTOR

Signature 

Execution Date 4-4-23

---

**Mortgagee Execution**

Executed on behalf of FIRST MORTGAGE COMPANY  
HOME LOANS PTY LTD  
under power of attorney 713980455

Signer Name STEVEN KONG

Signer Organisation FIRSTMAC LIMITED ACN 094 145 963

Signer Role MANAGER

Signature \_\_\_\_\_

Execution Date \_\_\_\_\_

---

## Mortgage Side Deed

### Parties

- (1) FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 (**Mortgagee**).
- (2) Towners Custodian Pty Ltd ACN 663 854 680 ATF D & W Property Trust (**Mortgagor**).
- (3) Towners Holdings Pty. Ltd. ACN 663 854 135 (**Trustee**).

### Background

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

### Operative provisions

#### (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 at the back of this document.

#### (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

##### (1) Definitions

In this document:

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

**Property Trustee** means Towners Custodian Pty Ltd ACN 663 854 680 as trustee for the D & W Property Trust .

**Purchased Property** means 1711/37 MAYNE Road BOWEN HILLS Queensland 4006

**Fund** means WenDon Fund.

**Trustee** means Towners Holdings Pty. Ltd. ACN 663 854 135, as trustee of the Fund.

##### (2) 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;

### 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 Trustee as trustee of the Fund by another entity (in this case the Property Trustee);
- (c) the Trustee has the right to acquire legal ownership of the Purchased Property on behalf of the Fund by making payments;
- (d) the Mortgagee's recourse against the 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 Trustee directs the Mortgagor to grant this mortgage;
- (b) the Mortgagor grants this mortgage at the direction of the Trustee;
- (c) the Mortgagee enters this mortgage at the request of the Mortgagor; and
- (d) this mortgage only secures money owing by the Trustee in its capacity as trustee of the Fund pursuant to the loan agreement made between the 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 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 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 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 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.


Signed on behalf of FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448  
under power of attorney 713980455

PATRICIA MARSH  
MANAGER - FIRSTMAC LIMITED ACN 094  
145 963

Print name

Signed on behalf of Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property  
Trust pursuant to section 127 of the Corporations Act 2001

  
Secretary/Director  Director 

DONALD TOWNLEY  WENDI-LEE MASTERS  
Print name Print name

4/4/23 4/4/23  
Date Date

Signed on behalf of Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund  
pursuant to section 127 of the Corporations Act 2001

  
Secretary/Director  Director 

DONALD TOWNLEY  WENDI-LEE MASTERS  
Print name Print name


4/4/23 4/4/23  
Date Date

# Verification of Identity

## Instructions for completion:

1. Please sign the form in front of a Prescribed Person listed in **Part A** (overleaf).
2. You **must** take with you and give to the Prescribed Person your original and copies of your identity documents listed in **Part B** (overleaf).
3. The Prescribed Person **must** fill in their details in the Identity Certification section below.
4. The Prescribed Person must fill in either their length of service in their employment, or their certification number, whichever is relevant.
5. The Prescribed Person must write on the copies of your identity documents "**I certify that this is a true copy of the original document**" and sign the copies.
6. You **must** return to us this completed form and the certified copies of your identity documents.

## Customer Details

Full Name:	Donald Keith Townley	Application ID:	80139500
Residential Address:	43 JEPSON Street MANGO HILL Queensland 4509 Australia	Date of Birth:	08/06/1962
Your Signature:	 <i>DK Townley</i>	Date:	4/4/23

## Identity Certification

I have completed face to face verification of the individual named above by sighting and certifying copies of the original identity documents provided to me by them. All photographic identification is a "reasonable likeness" to the individual. Nothing in my dealings with the individual has raised any suspicions concerning the identification documents. I have attached the certified copies of the identity documents.

The individual being identified signed this document in my presence on: 4/4/23

## Prescribed Person Details

Full Name:	MICHAEL JOHN KENNY SOLICITOR	Stamp (if applicable)
Occupation:		
Length of service or Certification No (whichever applies):		
Signature:	<i>MJK</i>	
Address:		
Daytime phone:	38514804	

QUEEN STREET LEGAL GROUP  
10TH LEVEL  
101 WICKHAM TERRACE  
BRISBANE QLD 4000



# DIRECT DEBIT REQUEST

Borrowers Name Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee  
for WenDon Fund Loan reference no. 80139500

Direct debit start date / / Total loan amount \$304,000.00

<b>Direct debit</b>				
Account name	TOWNERS HOLDINGS			
Name of bank	MARQUARIE			
BSB	182512			
Account number	971228507			
Repayment frequency	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*	<input type="checkbox"/> Monthly <input type="checkbox"/> Weekly* <input type="checkbox"/> Fortnightly*
Repayment amount	<input checked="" type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$	<input type="checkbox"/> Minimum payment OR <input type="checkbox"/> Fixed - \$
	<input type="checkbox"/> From Offset Sub-Account	<input type="checkbox"/> From Offset Sub-Account	<input type="checkbox"/> From Offset Sub-Account	<input type="checkbox"/> From Offset Sub-Account

Weekly\* and fortnightly\* repayments are only available on Principal and Interest loans and are calculated by dividing the monthly payment by four or by two respectively.

## Customer Authorisation

You request and authorise First Mortgage Company Pty Ltd ABN 37 099 125 318 (User ID 148031) to arrange a debit from your nominated account (above) through the Bulk Electronic Clearing System (BECS) for the amount set out in this Direct Debit Request or such other amount as instructed by you from time to time to your Originator / Manager. You acknowledge this direct debit arrangement is governed by the terms of the Direct Debit Request Service Agreement contained in Your Loan General Terms and Conditions. By signing this Direct Debit Request you confirm that you are authorised to operate the nominated account, and that you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement contained in Your Loan General Terms and Conditions.

By signing below you agree to the arrangements set out in this document.

Please sign with a pen, electronic signatures are not valid.

Full Name DONALD TOWNLEY Signature  Date 4/4/23

Full Name WENDI-LEE MASTERS Signature  Date 4/4/23

## Guarantor's Indemnity Waiver

### Parties

- (1) Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee of the WenDon Fund of 43 JEPSON Street MANGO HILL Queensland 4509 Australia (**Borrower**).
- (2) Donald Keith Townley of 43 JEPSON Street MANGO HILL Queensland 4509 Australia  
Wendi-Lee Veronica Masters of 43 JEPSON Street MANGO HILL Queensland 4509 Australia  
(**Members**).
- (3) Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust  
(**Property Trustee**).

### Background

- (a) FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 (**Lender**) has made or will make a loan to the Borrower (**Loan**).
- (b) The security for repayment of the Loan includes a mortgage (**Mortgage**) granted by the Property Trustee over the property located at 1711/37 MAYNE Road BOWEN HILLS Queensland 4006 (**Purchased Property**).
- (c) The Members and the Property Trustee (**Guarantors**) have guaranteed and indemnified or intend to guarantee and indemnify the Lender in respect of the Loan.

### Operative provisions

#### (1) Limited Recourse

Despite any other provision of any document or any right conferred by law or statute, the Guarantors' rights against the Borrower in respect of any payment, cost, expense or anything else arising from or relating to this guarantee are limited to the Purchased Property. For example, if the Guarantors pay any money to the Lender in response to a demand for payment by the Lender, the Guarantors 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 Guarantors

Despite any other provision of any document or any right conferred by law or statute, if under any guarantee and indemnity given by the Guarantors, the Guarantors make any payment (in cash or in kind - for example as a result of any security provided by the Guarantors being sold by the mortgagee), the Property Trustee will not transfer the Purchased Property to the Borrower unless and until the Guarantors have been repaid the amount of that payment. (This clause is inserted to ensure that by making any payment under a guarantee, the Guarantors are 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 by Donald Keith Townley in the presence of:

Witness  \_\_\_\_\_ Trustee signature  \_\_\_\_\_

Print name \_\_\_\_\_

Print address \_\_\_\_\_

Date \_\_\_\_\_

4-4-23

QUEEN STREET LEGAL GROUP  
10TH LEVEL

MICHAEL JOHN KENNY 101 WICKHAM TERRACE  
SOLICITOR BRISBANE QLD 4000

I hereby certify this Document  
to be a true & accurate copy  
of the original \_\_\_\_\_

Signed by Wendi-Lee Veronica Masters in the presence of:

Witness  \_\_\_\_\_ Trustee signature  \_\_\_\_\_

Print name \_\_\_\_\_

Print address \_\_\_\_\_

Date \_\_\_\_\_

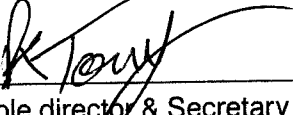

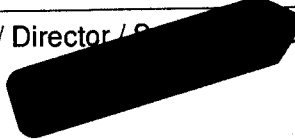
4-4-23

MICHAEL JOHN KENNY  
SOLICITOR

QUEEN STREET LEGAL GROUP  
10TH LEVEL  
101 WICKHAM TERRACE  
BRISBANE QLD 4000

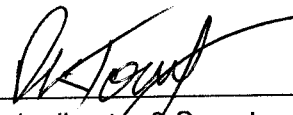

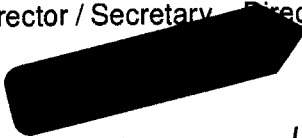
I hereby certify this Document  
to be a true & accurate copy  
of the original \_\_\_\_\_

Signed on behalf of Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund pursuant to section 127 of the Corporations Act 2001

   
Sole director & Secretary / Director /  Director signature  
signature  
(cross out those not applicable)

DONALD TOWNLEY WENDI-LEE MASTERS  
Print name Print name  
4/4/23 4/4/23  
Date Date

Signed on behalf of Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust pursuant to section 127 of the Corporations Act 2001

   
Sole director & Secretary / Director / Secretary /  Director signature  
signature  
(cross out those not applicable)

DONALD TOWNLEY WENDI-LEE MASTERS  
Print name Print name  
4/4/23 4/4/23  
Date Date

# Details of settlement funds and direction and authority

Application ID: 80139500

Total loan amount: \$304,000.00

## Fees

Valuation fee	\$220.00	
Lenders documentation costs	\$490.00	
Lenders Mortgage Insurance	Paid by the lender	
Brokerage amount	\$1,100.00	
<b>Sub total</b>		<b>\$1,810.00</b>

## Government fees

Discharge of mortgage – registration fee	\$417.66	
Transfer – registration fee	\$1,150.11	
Mortgage – registration fee	\$208.83	
<b>Sub total</b>		<b>\$1,776.60</b>

**Total fees payable (ascertainable only) \$3,586.60**

**Balance of funds available for settlement \$300,413.40**

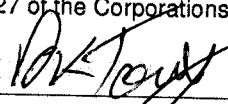


## Authority and undertaking

FirstMac Limited or its agents may complete blank spaces in the mortgage and other documents relating to my loan, by inserting the appropriate date and other details which are incomplete in order to effect stamping and registration. I/We undertake to do all things necessary to comply with requisitions raised relating to stamping and registration of these documents.

## Acknowledgement

We acknowledge that interest accrues from the day the Lender first draws cheques or allocates money from the loan irrespective of when settlement actually occurs.

Signed on behalf of Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund pursuant to section 127 of the Corporations Act 2001

    
Sole director & Secretary / Director / Secretary / Director  
(cross out those not applicable)

DONALD TOWNLEY

WENDI-LEE MASTERS

Date: 4/4/23



Commonwealth of Australia  
STATUTORY DECLARATION  
Statutory Declarations Act 1959

I DONALD KEITH TOWNLEY (Name)

of 43 JEPSON ST MANGO HILL QLD 4509 (Address)

DRIVER (Occupation)

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

- (1) I am a director of Towners Holdings Pty. Ltd. ("Superannuation Trustee") the trustee of the WenDon Fund ("Superannuation Fund").
- (2) The Superannuation Fund is a regulated superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act, 1993 (Cth)* (SIS Act).
- (3) The Superannuation Fund complies with and will continue to comply with its obligations under the SIS Act.
- (4) The acquisition of 1711/37 MAYNE Road BOWEN HILLS Queensland 4006 (the "Property") is not a prohibited "related party transaction" within the meaning of the SIS Act.
- (5) The Superannuation Fund has the power to acquire real estate, borrow money, charge assets of the fund to secure repayment of that money, open and operate bank accounts in its name and provide indemnities.
- (6) The acquisition of the Property and the borrowing by the Superannuation Trustee are within the written investment strategy of the Superannuation Fund. Further, I have considered the Property investment and determined it is an appropriate investment for the Superannuation Fund.
- (7) The Superannuation Trustee has sourced the Property of its own volition and acknowledges that the Lender accepts no responsibility for the selection of the Property or its appropriateness within the strategy of the Superannuation Fund. If the Property has been referred through an adviser to the Superannuation Fund, I confirm that the Superannuation Trustee has undertaken appropriate due diligence of the Property.
- (8) The Superannuation Trustee confirms that it has conducted its own inquiries and is satisfied that there are no issues of conflict arising between its advisers (financial, legal, brokers) regarding their advice to the Superannuation Trustee and in respect of the Property acquisition (including any payments or commissions related to the acquisition).

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.

Declared

at Mango Hill

on 4-4-23

before me: MICHAEL JOHN KENNY  
SOLICITOR

[Signature]  
Signature of person before whom the declaration is made

[Signature]  
Signature of person making the declaration

Full name, qualification\* and address of person before whom the declaration is made

\* A list of persons qualified to witness this Statutory Declaration is attached



Towners Custodian Pty Ltd ACN 663 854 680  
as trustee for D & W Property Trust  
43 JEPSON Street  
MANGO HILL QLD 4509 Australia

**Borrower:** Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund  
**Property:** 1711/37 MAYNE Road BOWEN HILLS Queensland 4006  
**Lender:** FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448  
**Mortgage Manager:** Firstmac Limited ABN 59094145963 Australian Credit Licence Number 290600  
**Application ID:** 80139500

Dear Sir/Madam,

## Home Loan Guarantee

It is a condition of the proposed loan that it be guaranteed. You have been nominated as a proposed Guarantor.

The Lender has instructed us to forward guarantee documents to you. The National Credit Code requires that a separate set of documents be served on each Guarantor.

### Warning

The Guarantee documents are very important documents. They mean that you may have to pay a significant sum to cover debts of the Borrower as well as or instead of the Borrower.

Should you choose to act as Guarantor, before signing the Guarantee documents we strongly recommend that you:

- Read the guarantee documents carefully; and
- Satisfy yourself that the Borrower can pay his or her debts; and
- Consult your Solicitor and a Financial Advisor, eg. an Accountant.

### What you must do

We **enclose** the guarantee documents for your attention.

If you choose to act as Guarantor, you must sign and return all guarantee documents listed. (unless otherwise indicated).

We have enclosed copies of certain important transaction documents relating to this matter (including Loan Contract/s and Mortgage/s) which are for your records only. However, other documents requiring your signature may have been sent to the borrower (eg: Mortgage requiring the joint signature of Guarantors and Borrowers).

### Independent Legal and Financial Advice

We recommend you obtain independent legal advice before you sign your guarantee documents. We recommend you obtain independent legal advice before you sign your guarantee documents.

Whilst it is not compulsory, we strongly recommend that you seek independent financial advice from a qualified financial advisor in relation to your financial rights and obligations under the loan documents.



**Need Help?**

If you have any questions about the enclosed documents, simply contact our Settlements team on 1800 635 228, fax us on 07 3002 8400 or email [settlements@customerhelp.com.au](mailto:settlements@customerhelp.com.au). Alternatively, please contact your legal or financial adviser. They'll be happy to help.

Kind regards

A handwritten signature in black ink, appearing to read "Julie Sanders". The signature is written in a cursive, flowing style.

Julie Sanders  
Head of Group Operations



### Guarantor checklist – Application ID 80139500

**This checklist, with all signed documents (including the pages that do not require signing) must be received in our Office by 10am 3 days prior to settlement.**

**Return the documents to:**

Post: Settlements Team, GPO Box 7001 Brisbane, Qld 4001

**REQUIRED DOCUMENTS**

The guarantee documents listed below are to be printed (one side only), signed and returned to us.

Document	Instructions	Tick when Returning
Guarantee by D & W Property Trust	Sign and return; requires witnessing by the Solicitor that provides independent Legal Advice; copy enclosed for your records.	<input checked="" type="checkbox"/>
Form of Acknowledgement - Guarantor	Sign and return. <b>(Care must be taken when completing this form. You must answer ALL questions)</b>	<input checked="" type="checkbox"/>
Verification of Identity Form	The Verification of Identity Form must be completed and signed by a Prescribed Person and returned with certified copies of ID.	<input checked="" type="checkbox"/>
Copy of proposed Loan Agreement	Do not return; enclosed for your records.	
Copy of proposed Mortgage	Do not return; enclosed for your records.	
Copy of Memorandum of Mortgage (Common Terms)	Do not return; enclosed for your records.	

## Guarantee

### Important Notice

This is a guarantee and indemnity. If the borrower does not pay any money owing by the borrower to the lender, the lender may demand the payment from you. If you provide any security to the lender, the lender can enforce that security to recover from you.

We strongly recommend that you obtain independent legal and financial advice as to the full effect of this document before signing it.

This is a serious and important obligation and you should make sure you understand your obligation before you sign this guarantee.

Before you sign, remember that there are financial risks involved in signing this guarantee. You can refuse to enter into this guarantee, you have a right to limit your liability, and you can request information about this guarantee or the loan transaction that you are guaranteeing. We may not provide the loan, or may cancel an existing loan, if you do not provide this guarantee.

### Schedule

<b>Lender</b>	FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 of Level 40, 123 Eagle Street, Brisbane QLD 4000
<b>Manager</b>	Firstmac Limited ACN 094145963 of Level 40, 123 Eagle Street, Brisbane QLD 4000 Australian Credit License 290600
<b>Guarantor (you,your)</b>	Townners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust of 43 JEPSON Street MANGO HILL Queensland 4509 Australia
<b>Borrower</b>	Townners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund
<b>Security provided by you</b>	First registered mortgage in favour of the Lender in respect of the property located at 1711/37 MAYNE Road BOWEN HILLS Queensland 4006 <b>(Property)</b>
<b>Maximum liability</b>	The maximum amount we can recover from you under this guarantee is the amount we obtain from enforcing our rights in connection with the Property.
<b>Loan Documents</b>	Loan agreement between the Borrower and the Lender dated on or about the date of this guarantee and any variations consented to by you.

## Deed of Guarantee

### Background

This guarantee is made by the guarantor(s) named in the Schedule to this guarantee (each and together called 'you' and 'your').

You have asked the lender named in the Schedule (the 'Lender') to lend money or provide other financial accommodation (or to continue doing so) to the borrower(s) named in the Schedule (the 'Borrower').

---

### 1. Guarantee and indemnity

#### 1.1 Guarantee

In consideration of the Lender providing financial accommodation to the Borrower at your request, you unconditionally **guarantee** the punctual payment to the Lender of the Debt on the due date. The 'Debt' is all money owing at any time by the Borrower to the Lender in relation to the Loan Documents specified in the Schedule. (A guarantee is an obligation to pay money owing by another person).

#### 1.2 Indemnity

You also **indemnify** the Lender against all loss, damage, and reasonable costs and expenses, incurred by the Lender as a result of any failure by anybody to pay the Debt on the due date, except where such loss, damage, cost or expense arises from the mistake, error, fraud, negligence or wilful misconduct of the Lender, its employees, its agents or a receiver it appoints. (An indemnity is an obligation to pay that money even if the other person is not obliged to pay for any reason).

#### 1.3 You must pay on demand

If the Borrower does not pay the Debt to the Lender on the due date, you must pay the Debt to the Lender immediately on demand by the Lender. The Lender may enforce this guarantee, any security, and any other rights, separately or together.

### 2. Continuing guarantee

#### 2.1 This guarantee continues until you are released

You remain bound by this guarantee until you are released by the Lender. The Lender may release, or come to a separate arrangement with, any one or more of you without affecting the liability of the remaining guarantors.

#### 2.2 This guarantee continues despite what happens to the Borrower

Your obligations under this guarantee continue and remain unaffected despite anything that happens to the Borrower and despite the Lender allowing the Borrower any time to rectify any default. For example, your obligations continue even if the Borrower dies or is made bankrupt, or if the Borrower is a partnership and the partnership ends or the members change, or if

the Borrower is a company and it is dissolved or wound up.

#### 2.3 This guarantee continues despite what happens to the terms of the Loan Documents

This guarantee continues despite any change to the terms of the Loan Documents (including the interest rate, kind of interest rate (eg fixed or variable), fees and charges, new fees and charges, and any repayment or re-advancing of the Debt. Unless you agree to extend this guarantee, this guarantee does not cover increases in the total amount the Borrower may borrow under the Loan Documents.

#### 2.4 The Lender's rights continue unaffected

The Lender does not lose the power to exercise any of its rights under this guarantee because of delay, any written or verbal statement, anything the Lender does, or anything else, other than an express written statement by the Lender that the Lender waives that right.

### 3. You acknowledge certain things

#### 3.1 You have not relied on the Lender

You acknowledge that you have not relied on any promise or representation by or on behalf of the Lender to induce you to enter into this guarantee, and that you have made and will continue to make your own independent investigation of the financial condition and affairs of the Borrower without reliance on the Lender.

### 4. Security by you

#### 4.1 Any given security by you supports your guarantee

You acknowledge that any security (eg a mortgage or charge) held at any time by the Lender from you (including the security listed in the Schedule) secures performance of your obligations under this guarantee.

This guarantee will not prejudicially affect, or be prejudicially affected by, any other security, guarantee or indemnity at any time held by the Lender.

If you have provided security, the Lender may exercise all its rights in relation to that security, but may also sue you personally.

#### 4.2 The Lender may retain this guarantee and any security after the Debt is paid

If the Lender reasonably considers that the Borrower is insolvent at the time the Borrower

intends to repay the Debt, or if for any other reason the Lender reasonably considers that the whole or any part of the repayment of the Debt may be set aside, this guarantee continues and the Lender may retain any security provided by you until seven months after repayment of the Debt (unless some other arrangement is made to repay the Debt so that the Lender is protected from the Debt being set aside). If the Lender makes a claim against you within that seven month period, the Lender may retain and enforce that security to recover any Debt.

## **5. General provisions**

### **5.1 Interpretation**

In this guarantee, references to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa. If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means that the Lender can pursue all or any of you together, or any one or more of you separately for the whole of the Debt. The clause headings are to help understanding only.

### **5.2 Costs and expenses**

You must pay to the Lender on demand all reasonable costs and expenses (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher) incurred by the Lender in respect of this guarantee (including those arising from any default by the Borrower or by you or both). This includes any duties, taxes and fines, and the Lender's internal costs. If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply (ie you must pay any GST).

### **5.3 How notices may be given**

Subject to any applicable laws, any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to this guarantee may be given by:

- 5.3(a) giving it to you personally;
- 5.3(b) leaving it at or posting it to your residential or business address last known to us;
- 5.3(c) electronic means to your electronic address last known to us; or
- 5.3(d) any other means permitted by law.

Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on behalf of the Lender.

### **5.4 Payments**

All money payable by you under this guarantee must be paid free of all deductions in the same

manner and the same currency as the Borrower is obliged to pay the Debt. Payments will be credited to you only when actually received by the Lender. The Lender may apply any money it receives in reduction of the Debt in the order the Lender decides.

### **5.5 How the Lender can deal with this guarantee**

The Lender may assign, novate or otherwise deal with its rights and obligations under this guarantee and any security supporting this guarantee in any way it wishes. You must sign anything and do anything the Lender reasonably requires to enable any dealing with this guarantee and any security supporting this guarantee. The Lender may disclose information about you, this guarantee, or any security given by you, to anybody involved in an actual or proposed assignment, novation or dealing by the Lender with its rights under this guarantee.

### **5.6 Limitation of liability**

If the Lender is at any time trustee or custodian of any trust, the Lender enters into this guarantee only in its capacity as trustee or custodian (as the case may be), and its liability is limited to the assets of that trust which are available to the Lender to satisfy that liability.

### **5.7 Debit and set-off**

If any money due by you to the Lender is not paid when due, the Lender may debit any account you have with the Lender (such as a cheque account) with any money due by you under this guarantee. The Lender may combine two or more accounts conducted by you into a single account. Except to the extent you have a right to set-off granted by law which the Lender cannot exclude by agreement, you must pay all amounts in full without setting off amounts you believe the Lender owes you and without counterclaiming amounts from the Lender.

### **5.8 Waiver**

No failure to exercise, and no delay in exercising, the Lender's rights, powers or privileges operates as a waiver. No waiver of the Lender's rights, powers or privileges is effective unless made in writing. The Lender may exercise all of its rights at any time and more than once. The rights of the Lender under this guarantee do not merge in any judgment, and so the Lender can, for example, take fresh proceedings if a judgment becomes stale.

### **5.9 Interest on judgement**

If the Lender obtains a judgment against you from a court, you must pay interest at the higher of the rate which applies to the Debt and the rate ordered by the court.

### **5.10 Provisions in this guarantee**

If any provision of this guarantee is or becomes illegal at any time, the affected provision will cease to have effect, but the balance of this guarantee will remain in full force and effect.

#### **5.11 Consumer Legislation**

This guarantee may relate to partly regulated credit and partly unregulated credit.

To the extent that this guarantee relates to regulated credit (ie money due under a loan contract or under some other arrangement regulated by any consumer legislation), this guarantee only relates to payment of the amount authorised by that legislation in relation to that credit. For example, to the extent this guarantee relates to money due under a credit contract regulated by the National Credit Code, this guarantee only relates to the amount due under that credit contract, any reasonable enforcement expenses, and any other money authorised by the National Credit Code.

This clause does not restrict how this guarantee applies to unregulated credit. To the extent that this guarantee relates to regulated credit, any provisions which do not comply with that legislation have no effect in relation to that consumer credit.

#### **5.12 You must provide financial statements**

You must provide to the Lender within 14 days of the Lender's request any information the Lender requires relating to your business, assets and financial affairs. For example, the Lender may require a copy of an individual's taxation return or an assets and liabilities statement. In relation to a company, the Lender might require a balance sheet, a profit and loss account, or both. The Lender may require this information to be certified or audited.

#### **5.13 Deductions**

If you are compelled or required to deduct or withhold any amounts from any payment to the

Lender (such as withholding taxes), you must pay to the Lender additional amounts so that the Lender receives full payment as if there was no deduction or withholding.

#### **5.14 Change of address**

You must promptly tell the Lender if you change your residential, postal or electronic address and inform the Lender of any new address.

#### **5.15 Subrogation**

If the Borrower becomes bankrupt or enters into any scheme of arrangement in favour of creditors, or being a company enters into liquidation, you hereby assign to the Lender the whole of your right to claim, if any, against the official receiver or liquidator so that the Lender will be entitled to receive the whole of that entitlement in reduction of the amount due under the guarantee and indemnity. Unless and until the Lender has received all of the Debt, you may not claim any subrogation against the Borrower or anybody else without the Lender's prior written consent (which will not be unreasonably withheld). After the Lender has been paid in full, you will not exercise any right of subrogation or any other right which might require the Lender to repay any money received by the Lender.

#### **6. If you are a trustee**

If you are at any time trustee of any trust, you are liable under this guarantee in your own right and as trustee of the trust. Accordingly, the Lender can recover against the trust assets as well as from you to satisfy your liabilities under this guarantee. You must ensure that there is no change of trustee, no termination of the trust, and no material change to the terms of the trust without the Lender's prior written consent (which will not be unreasonably withheld).



Executed as a deed

DATE: 4-4-23

If the borrower is a company, or if the guarantor is a company, or if the loan being guaranteed is predominantly for business purposes or investment purposes, this guarantee will not be regulated by the Consumer Credit Code despite any statement that the Consumer Credit Code applies to this guarantee.

**IMPORTANT**

**BEFORE YOU SIGN**

- \* READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.
- \* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".
- \* You should obtain independent legal advice.
- \* You should also consider obtaining independent financial advice.
- \* You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.

**THINGS YOU MUST KNOW**

- \* Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the credit provider in enforcing the guarantee.
- \* If the debtor does not pay you must pay. This could mean you lose everything you own including your home.
- \* You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.
- \* You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.

Signed on behalf of Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust in accordance with Section 127 of the Corporations Act:

  
Secretary/Director





DONALD TOWNLEY  
Print name

WENDI-LEE MASTERS  
Print name



If the borrower is a company, or if the loan is predominantly used for business purposes or investment purposes (except for investment in residential property), the loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to the loan. The information statement below only applies to you if the loan is regulated by the National Credit Code.

### **INFORMATION STATEMENT THINGS YOU SHOULD KNOW ABOUT GUARANTEES**

This information tells you about some of the rights and obligations of yourself and the credit provider. It does not state the terms and conditions of your guarantee.

#### **GUARANTEES**

**1. What is a guarantee?**

A promise by you that the person who is getting credit under a credit contract (the debtor) will keep to all the terms and conditions. If that person does not do so, you promise to pay the credit provider all the money owing on the contract (and any reasonable enforcement expenses) as soon as the money is asked for, up to the limit, if any, stated in the guarantee. If you do not pay, then the credit provider can take enforcement action against you which may result in the forced sale of any property owned by you such as your house.

**2. How do I know how much the debtor is borrowing and how the credit charges are worked out?**

These details are on the copy of the credit contract or proposed credit contract that you should be given before you sign the guarantee.

**3. What documents should I be given?**

Before you sign the guarantee you should get:

- the document you are reading now; and
- a copy of the credit contract or proposed credit contract.

**Your guarantee is not enforceable unless you get a copy of the credit contract or proposed credit contract before you sign.**

Within 14 days after you sign the guarantee and give it to the credit provider, the credit provider must give you a copy of:

- the signed guarantee (if you do not already have a copy of the guarantee); and
- the credit contract or proposed credit contract (if you do not already have a copy of the contract).

**4. Can I get a statement of the amount that the debtor owes?**

Yes. You can ask the credit provider at any time for a statement of the amount the debtor currently owes or any amounts credited or debited during a period you specify or any amounts which are overdue and when they became overdue or any amount payable and the date it became due.

The credit provider must give you the requested information:

- within 14 days if all the information requested related to a period 1 year or less before your request is given; or
- otherwise within 30 days.

This statement must be given to you in writing if you ask for it in writing but otherwise may be given orally.

You may be charged a fee for the statement.

You are not entitled to more than 1 written statement every 3 months.

**5. How can I find out the payout figure?**

You can write to the credit provider at any time and ask for a statement of the amount required to pay out the credit contract as at any date you specify. You can also ask for details of the items that make up the amount.

The credit provider must give you the statement within seven days after you give your request to the credit provider. You may be charged a fee for the statement.

**6. What other information can I get?**

You can write to the credit provider and ask for a copy of:

- the guarantee; or
- any credit-related insurance contract (such as insurance on mortgaged property) the credit provider has; or
- a notice previously given to you, the debtor or the mortgagor under the Consumer Credit Code.

The credit provider must give you the requested copy:

- within 14 days of your written request if the contract came into existence 1 year or less before the request was given to the credit provider; or
- otherwise within 30 days.

The credit provider may charge you a fee.

Your request can be made any time up to 2 years after the end of the credit contract.

**7. Can I withdraw from my guarantee?**

You can withdraw from your guarantee at any time by written notice to the credit provider if the final credit contract is materially different from the proposed credit contract given to you before you signed the guarantee.

**8. Can I limit my guarantee?**

Yes, if it relates to a continuing credit contract (such as a credit card contract or an overdraft). In that case you can give the credit provider a notice limiting the guarantee so that it only applies to-

- credit previously given to the debtor; and
- any other amount you agree to guarantee.

**9. Can my guarantee also apply to any future contracts?**

No, unless the credit provider has given you a copy of the proposed new credit contract and you have given your written acceptance.

**10. If my guarantee says I have to give a mortgage, what does this mean?**

A mortgage means that you give the credit provider certain rights over any property you mortgage. If you default under your guarantee, you can lose that property and you might still owe money to the credit provider.

**11. Should I get a copy of my mortgage?**

Yes. It can be part of your guarantee or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

**12. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have the credit provider's, or the court's permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**13. What can I do if I find that I cannot afford to pay out the credit contract and there is a mortgage over my property?**

See the answer to question 22.

Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property - but only if the credit provider gives permission first;
- OR
- give the property to someone who may then pay all amounts owing under the guarantee or give a similar guarantee - but only if the credit provider gives permission first.

If the credit provider won't give permission, you may contact the AFCA scheme for help. You should understand that you may owe money to the credit provider even after the mortgaged property is sold. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), or in writing to GPO Box 3, Melbourne VIC 3001.

**14. Can the credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your guarantee.

**15. If the credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have seven days after receiving the credit provider's request to tell the credit provider. If you do not have the goods you must give the credit provider all the information you have so they can be traced.

**16. When can the credit provider or its agent come into a residence to take possession of mortgaged goods?**

The credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

**17. If the debtor defaults, do I get any warning that the credit provider wants to take action against the debtor?**

In most cases both you and the debtor get at least 30 days from the date of a notice in writing to do something about the matter. The notice must advise:

- why the credit provider wants to take action; and
- what can be done to stop it (if the default can be remedied); and

- that if the same sort of default is committed within 30 days of the date of the notice and is not remedied within that period, the credit provider can take action without further notice.

You should immediately discuss any warning notice with the debtor and consider getting independent legal advice and / or financial advice.

However, there will be no warning notice if:

- there is a good reason to think the debtor committed a fraud to persuade the credit provider to enter into the contract; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the court says so; or
- there is a good reason to think that the debtor has, or will, remove or dispose of mortgaged goods without the credit provider's consent, or that urgent action is necessary to protect mortgaged property.

**18. When can the credit provider enforce a judgment against me?**

When -

- the credit provider has judgment against the debtor and if the judgment amount has still not been met 30 days after the credit provider has asked the debtor in writing to pay it; or
- the court says so because recovery from the debtor is unlikely; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the debtor is insolvent.

**19. If the debtor cannot be found and the credit provider intends to take legal action against me do I get any warning?**

You may not. See the answer to question 17.

**20. Can the credit provider take action against me without first taking action against the debtor?**

Yes, but the credit provider will not be able to enforce any judgment against you except in the circumstances described in the answer to question 18.

**21. How much do I have to pay the credit provider if the debtor defaults?**

You have to pay what the debtor owes the credit provider, subject to any limit provided in the guarantee, plus the credit provider's reasonable expenses in making you honour your contract of guarantee.

**GENERAL**

**22. What can I do if I am asked to pay out the credit contract and I cannot pay it all at once?**

Talk to the credit provider and see if some arrangement can be made about paying.

If you cannot come to a suitable arrangement, contact the AFCA scheme.

There are other people, such as financial counsellors, who may be able to help.

**23. If I pay out money for a debtor, is there any way I can get it back?**

You can sue the debtor, but remember, if the debtor cannot pay the credit provider, he or she probably cannot pay you back for a while, if at all.

**24. What happens if I go guarantor for someone who is under 18 when he or she signs a credit contract?**

You are responsible for the full debt if the contract of guarantee has a clear and obvious warning. The warning has to tell you that the courts might not let you sue the debtor if you have to pay out the credit contract for him or her.

**25. Do I have any other rights and obligations?**

Yes. The law does give you other rights and obligations. You should also **READ YOUR GUARANTEE** carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER, YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU), OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT.  
YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

## Guarantor's form of acknowledgment

Guarantor (Full Name) **Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust**

You are considering giving a guarantee to FIRST MORTGAGE COMPANY HOME ("the Lender")  
LOANS PTY LTD ACN 104268448 which relates to

Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund ("the Borrower")

**BEFORE YOU SIGN IT** please answer the following questions and sign this form.

	Description	Please circle the appropriate answer
1.	<p>Have you received:</p> <ul style="list-style-type: none"> <li>• Loan Agreement</li> <li>• Mortgage</li> <li>• Memorandum of Mortgage</li> <li>• Guarantee by Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D &amp; W Property Trust</li> </ul>	<input checked="" type="radio"/> Yes / No
2.	<p>Have you read the Loan Agreement \$304,000.00 together with the General Terms and Conditions and Guarantee carefully?</p> <p>If you answered "No", did you have the Loan Agreement \$304,000.00, General Terms and Conditions and Guarantee read out or translated to you?</p>	<p><input checked="" type="radio"/> Yes / No</p> <p>Yes / No</p>
3.	Have you made your own decision to sign the Guarantee (not just because someone asked you to)?	<input checked="" type="radio"/> Yes / No
4.	Has someone from the Lender told you that before you sign the Guarantee you should get advice from your own solicitor and from your own financial advisor (such as an accountant)?	<input checked="" type="radio"/> Yes / No
5.	<p>In relation to that suggestion to get advice, please state whether or not:</p> <p>5.1 You got that advice from both your solicitor and your financial advisor?</p> <p>5.2 You got that advice from your own solicitor but not your financial advisor?</p> <p>5.3 You got that advice from your own financial advisor but not your solicitor?</p> <p>5.4 You have decided to sign the Guarantee without getting advice from neither your solicitor nor financial advisor?</p>	<p>Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>

	Description	Please circle the appropriate answer
6.	<p>If you answered "Yes" to 5.1, 5.2 or 5.3 please provide the following details about your advisor(s):</p> <p>Solicitor's Name: _____ Financial Advisor's Name: _____</p> <p>_____</p> <p>Address: _____ Address: _____</p> <p>_____</p> <p>_____</p> <p>QUEEN STREET LEGAL GROUP  Qualification: 10TH LEVEL _____  101 WICKHAM TERRACE _____  _____</p>	
7.	<p>Do you understand that among other things:</p> <p>7.1 You can refuse to enter into the Guarantee? _____</p> <p>7.2 You have a right to limit your liability _____</p> <p>7.3 If you sign the Guarantee you may have to pay the Lender money to repay all debts of the Borrower described in the Guarantee? _____</p> <p>7.4 If the Borrower does not pay on time money he or she owes to the Lender the Lender can demand that you pay the money in place of the Borrower. _____</p> <p>7.5 If you do not pay that money to the Lender, then among other things:</p> <p>(a) the Lender can sue you; and / or _____</p> <p>(b) if you give a mortgage or other security which secures the guarantee, the Lender can enforce it (for example, if that security included a mortgage over your home, the Lender may sell your home); and _____</p> <p>(c) The Lender can do either or both of these things at the same or at different times? _____</p> <p>(d) It is for you to find out whether the Borrower will be able to pay his or her debt? _____</p> <p>NB: Even if the Lender tells you something you should still check it for yourself and get an accountant to check it for you. It is for you to make sure your interests are protected.</p>	<p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p>
8.	<p>Are you, or your close family and associates, a politically exposed person (head of state, senior politician, senior government official, judicial or military officer, senior executive of a state-owned corporation, or senior political party official) either within or outside Australia?</p> <p><input checked="" type="checkbox"/> No    <input type="checkbox"/> Yes, please provide details: _____</p> <p>_____</p>	





	Description	Please circle the appropriate answer
9.	The guarantee covers the following loans to the Borrowers: Borrower(s-): Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund  Amount of Loan: \$304,000.00	

**Signed** on behalf of Towners Custodian Pty Ltd ACN 663 854 680 as trustee for D & W Property Trust in accordance with Section 127 of the Corporations Act:

  
 Secretary/Director


  
 Director

  
 Print name

  
 Print name

**Please have the following section completed if the guarantee was translated for you.**

Translator (Name) \_\_\_\_\_

Signature (of Translator) \_\_\_\_\_

**firstmac**



Ms Wendi-Lee Masters  
43 JEPSON Street  
MANGO HILL QLD 4509 Australia

**Borrower:** Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund  
**Property:** 1711/37 MAYNE Road BOWEN HILLS Queensland 4006  
**Lender:** FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448  
**Mortgage Manager:** Firstmac Limited ABN 59094145963 Australian Credit Licence Number 290600  
**Application ID:** 80139500

Dear Ms Masters,

## Home Loan Guarantee

It is a condition of the proposed loan that it be guaranteed. You have been nominated as a proposed Guarantor.

The Lender has instructed us to forward guarantee documents to you. The National Credit Code requires that a separate set of documents be served on each Guarantor.

### Warning

The Guarantee documents are very important documents. They mean that you may have to pay a significant sum to cover debts of the Borrower as well as or instead of the Borrower.

Should you choose to act as Guarantor, before signing the Guarantee documents we strongly recommend that you:

- Read the guarantee documents carefully; and
- Satisfy yourself that the Borrower can pay his or her debts; and
- Consult your Solicitor and a Financial Advisor, eg. an Accountant.

### What you must do

We **enclose** the guarantee documents for your attention.

If you choose to act as Guarantor, you must sign and return all guarantee documents listed. (unless otherwise indicated).

We have enclosed copies of certain important transaction documents relating to this matter (including Loan Contract/s and Mortgage/s) which are for your records only. However, other documents requiring your signature may have been sent to the borrower (eg: Mortgage requiring the joint signature of Guarantors and Borrowers).

### Independent Legal and Financial Advice

Should you choose to proceed, independent legal advice is compulsory. The solicitor who provides independent legal advice must also witness your signature on the Declaration and the Guarantee. Should you choose to proceed, independent legal advice is compulsory. The solicitor who provides independent legal advice must also witness your signature on the Declaration and the Guarantee.

Whilst it is not compulsory, we strongly recommend that you seek independent financial advice from a qualified financial advisor in relation to your financial rights and obligations under the loan documents.



**Need Help?**

If you have any questions about the enclosed documents, simply contact our Settlements team on 1800 635 228, fax us on 07 3002 8400 or email [settlements@customerhelp.com.au](mailto:settlements@customerhelp.com.au). Alternatively, please contact your legal or financial adviser. They'll be happy to help.

Kind regards

A handwritten signature in black ink, appearing to read "Julie Sanders". The signature is written in a cursive, flowing style.

Julie Sanders  
Head of Group Operations

## Guarantee

### Important Notice

This is a guarantee and indemnity. If the borrower does not pay any money owing by the borrower to the lender, the lender may demand the payment from you. If you provide any security to the lender, the lender can enforce that security to recover from you.

We strongly recommend that you obtain independent legal and financial advice as to the full effect of this document before signing it.

This is a serious and important obligation and you should make sure you understand your obligation before you sign this guarantee.

Before you sign, remember that there are financial risks involved in signing this guarantee. You can refuse to enter into this guarantee, you have a right to limit your liability, and you can request information about this guarantee or the loan transaction that you are guaranteeing. We may not provide the loan, or may cancel an existing loan, if you do not provide this guarantee.

### Schedule

<b>Lender</b>	FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 of Level 40, 123 Eagle Street, Brisbane QLD 4000
<b>Manager</b>	Firstmac Limited ACN 094145963 of Level 40, 123 Eagle Street, Brisbane QLD 4000 Australian Credit License 290600
<b>Guarantor (you,your)</b>	Wendi-Lee Veronica Masters of 43 JEPSON Street MANGO HILL Queensland 4509 Australia
<b>Borrower</b>	Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund
<b>Maximum liability</b>	The maximum amount we can recover from you under this guarantee is \$304,000.00
<b>Loan Documents</b>	Loan agreement between the Borrower and the Lender dated on or about the date of this guarantee and any variations consented to by you.

## Deed of Guarantee

### Background

This guarantee is made by the guarantor(s) named in the Schedule to this guarantee (each and together called 'you' and 'your').

You have asked the lender named in the Schedule (the 'Lender') to lend money or provide other financial accommodation (or to continue doing so) to the borrower(s) named in the Schedule (the 'Borrower').

---

### 1. Guarantee and indemnity

#### 1.1 Guarantee

In consideration of the Lender providing financial accommodation to the Borrower at your request, you unconditionally **guarantee** the punctual payment to the Lender of the Debt on the due date. The 'Debt' is all money owing at any time by the Borrower to the Lender in relation to the Loan Documents specified in the Schedule. (A guarantee is an obligation to pay money owing by another person).

#### 1.2 Indemnity

You also **indemnify** the Lender against all loss, damage, and reasonable costs and expenses, incurred by the Lender as a result of any failure by anybody to pay the Debt on the due date, except where such loss, damage, cost or expense arises from the mistake, error, fraud, negligence or wilful misconduct of the Lender, its employees, its agents or a receiver it appoints. (An indemnity is an obligation to pay that money even if the other person is not obliged to pay for any reason).

#### 1.3 You must pay on demand

If the Borrower does not pay the Debt to the Lender on the due date, you must pay the Debt to the Lender immediately on demand by the Lender. The Lender may enforce this guarantee, any security, and any other rights, separately or together.

### 2. Continuing guarantee

#### 2.1 This guarantee continues until you are released

You remain bound by this guarantee until you are released by the Lender. The Lender may release, or come to a separate arrangement with, any one or more of you without affecting the liability of the remaining guarantors.

#### 2.2 This guarantee continues despite what happens to the Borrower

Your obligations under this guarantee continue and remain unaffected despite anything that happens to the Borrower and despite the Lender allowing the Borrower any time to rectify any default. For example, your obligations continue even if the Borrower dies or is made bankrupt, or if the Borrower is a partnership and the partnership ends or the members change, or if

the Borrower is a company and it is dissolved or wound up.

#### 2.3 This guarantee continues despite what happens to the terms of the Loan Documents

This guarantee continues despite any change to the terms of the Loan Documents (including the interest rate, kind of interest rate (eg fixed or variable), fees and charges, new fees and charges, and any repayment or re-advancing of the Debt. Unless you agree to extend this guarantee, this guarantee does not cover increases in the total amount the Borrower may borrow under the Loan Documents.

#### 2.4 The Lender's rights continue unaffected

The Lender does not lose the power to exercise any of its rights under this guarantee because of delay, any written or verbal statement, anything the Lender does, or anything else, other than an express written statement by the Lender that the Lender waives that right.

### 3. You acknowledge certain things

#### 3.1 You have not relied on the Lender

You acknowledge that you have not relied on any promise or representation by or on behalf of the Lender to induce you to enter into this guarantee, and that you have made and will continue to make your own independent investigation of the financial condition and affairs of the Borrower without reliance on the Lender.

### 4. Security by you

#### 4.1 Any given security by you supports your guarantee

You acknowledge that any security (eg a mortgage or charge) held at any time by the Lender from you (including the security listed in the Schedule) secures performance of your obligations under this guarantee.

This guarantee will not prejudicially affect, or be prejudicially affected by, any other security, guarantee or indemnity at any time held by the Lender.

If you have provided security, the Lender may exercise all its rights in relation to that security, but may also sue you personally.

#### 4.2 The Lender may retain this guarantee and any security after the Debt is paid

If the Lender reasonably considers that the Borrower is insolvent at the time the Borrower

intends to repay the Debt, or if for any other reason the Lender reasonably considers that the whole or any part of the repayment of the Debt may be set aside, this guarantee continues and the Lender may retain any security provided by you until seven months after repayment of the Debt (unless some other arrangement is made to repay the Debt so that the Lender is protected from the Debt being set aside). If the Lender makes a claim against you within that seven month period, the Lender may retain and enforce that security to recover any Debt.

## **5. General provisions**

### **5.1 Interpretation**

In this guarantee, references to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa. If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means that the Lender can pursue all or any of you together, or any one or more of you separately for the whole of the Debt. The clause headings are to help understanding only.

### **5.2 Costs and expenses**

You must pay to the Lender on demand all reasonable costs and expenses (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher) incurred by the Lender in respect of this guarantee (including those arising from any default by the Borrower or by you or both). This includes any duties, taxes and fines, and the Lender's internal costs. If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply (ie you must pay any GST).

### **5.3 How notices may be given**

Subject to any applicable laws, any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to this guarantee may be given by:

- 5.3(a) giving it to you personally;
- 5.3(b) leaving it at or posting it to your residential or business address last known to us;
- 5.3(c) electronic means to your electronic address last known to us; or
- 5.3(d) any other means permitted by law.

Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on behalf of the Lender.

### **5.4 Payments**

All money payable by you under this guarantee must be paid free of all deductions in the same

manner and the same currency as the Borrower is obliged to pay the Debt. Payments will be credited to you only when actually received by the Lender. The Lender may apply any money it receives in reduction of the Debt in the order the Lender decides.

### **5.5 How the Lender can deal with this guarantee**

The Lender may assign, novate or otherwise deal with its rights and obligations under this guarantee and any security supporting this guarantee in any way it wishes. You must sign anything and do anything the Lender reasonably requires to enable any dealing with this guarantee and any security supporting this guarantee. The Lender may disclose information about you, this guarantee, or any security given by you, to anybody involved in an actual or proposed assignment, novation or dealing by the Lender with its rights under this guarantee.

### **5.6 Limitation of liability**

If the Lender is at any time trustee or custodian of any trust, the Lender enters into this guarantee only in its capacity as trustee or custodian (as the case may be), and its liability is limited to the assets of that trust which are available to the Lender to satisfy that liability.

### **5.7 Debit and set-off**

If any money due by you to the Lender is not paid when due, the Lender may debit any account you have with the Lender (such as a cheque account) with any money due by you under this guarantee. The Lender may combine two or more accounts conducted by you into a single account. Except to the extent you have a right to set-off granted by law which the Lender cannot exclude by agreement, you must pay all amounts in full without setting off amounts you believe the Lender owes you and without counterclaiming amounts from the Lender.

### **5.8 Waiver**

No failure to exercise, and no delay in exercising, the Lender's rights, powers or privileges operates as a waiver. No waiver of the Lender's rights, powers or privileges is effective unless made in writing. The Lender may exercise all of its rights at any time and more than once. The rights of the Lender under this guarantee do not merge in any judgment, and so the Lender can, for example, take fresh proceedings if a judgment becomes stale.

### **5.9 Interest on judgement**

If the Lender obtains a judgment against you from a court, you must pay interest at the higher of the rate which applies to the Debt and the rate ordered by the court.

### **5.10 Provisions in this guarantee**

If any provision of this guarantee is or becomes illegal at any time, the affected provision will cease to have effect, but the balance of this guarantee will remain in full force and effect.

### **5.11 Consumer Legislation**

This guarantee may relate to partly regulated credit and partly unregulated credit.

To the extent that this guarantee relates to regulated credit (ie money due under a loan contract or under some other arrangement regulated by any consumer legislation), this guarantee only relates to payment of the amount authorised by that legislation in relation to that credit. For example, to the extent this guarantee relates to money due under a credit contract regulated by the National Credit Code, this guarantee only relates to the amount due under that credit contract, any reasonable enforcement expenses, and any other money authorised by the National Credit Code.

This clause does not restrict how this guarantee applies to unregulated credit. To the extent that this guarantee relates to regulated credit, any provisions which do not comply with that legislation have no effect in relation to that consumer credit.

### **5.12 You must provide financial statements**

You must provide to the Lender within 14 days of the Lender's request any information the Lender requires relating to your business, assets and financial affairs. For example, the Lender may require a copy of an individual's taxation return or an assets and liabilities statement. In relation to a company, the Lender might require a balance sheet, a profit and loss account, or both. The Lender may require this information to be certified or audited.

### **5.13 Deductions**

If you are compelled or required to deduct or withhold any amounts from any payment to the

Lender (such as withholding taxes), you must pay to the Lender additional amounts so that the Lender receives full payment as if there was no deduction or withholding.

### **5.14 Change of address**

You must promptly tell the Lender if you change your residential, postal or electronic address and inform the Lender of any new address.

### **5.15 Subrogation**

If the Borrower becomes bankrupt or enters into any scheme of arrangement in favour of creditors, or being a company enters into liquidation, you hereby assign to the Lender the whole of your right to claim, if any, against the official receiver or liquidator so that the Lender will be entitled to receive the whole of that entitlement in reduction of the amount due under the guarantee and indemnity. Unless and until the Lender has received all of the Debt, you may not claim any subrogation against the Borrower or anybody else without the Lender's prior written consent (which will not be unreasonably withheld). After the Lender has been paid in full, you will not exercise any right of subrogation or any other right which might require the Lender to repay any money received by the Lender.

## **6. If you are a trustee**

If you are at any time trustee of any trust, you are liable under this guarantee in your own right and as trustee of the trust. Accordingly, the Lender can recover against the trust assets as well as from you to satisfy your liabilities under this guarantee. You must ensure that there is no change of trustee, no termination of the trust, and no material change to the terms of the trust without the Lender's prior written consent (which will not be unreasonably withheld).

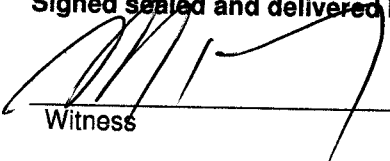
Executed as a deed

DATE: 4-14-23

If the borrower is a company, or if the guarantor is a company, or if the loan being guaranteed is predominantly for business purposes or investment purposes, this guarantee will not be regulated by the Consumer Credit Code despite any statement that the Consumer Credit Code applies to this guarantee.

BEFORE YOU SIGN	IMPORTANT	THINGS YOU MUST KNOW
<ul style="list-style-type: none"> <li>* READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.</li> <li>* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".</li> <li>* You should obtain independent legal advice.</li> <li>* You should also consider obtaining independent financial advice.</li> <li>* You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.</li> </ul>		<ul style="list-style-type: none"> <li>* Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the credit provider in enforcing the guarantee.</li> <li>* If the debtor does not pay you must pay. This could mean you lose everything you own including your home.</li> <li>* You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.</li> <li>* You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.</li> </ul>

Signed sealed and delivered by Wendi-Lee Veronica Masters in the presence of:

  
 \_\_\_\_\_  
 Witness  
**MICHAEL JOHN KENNY**  
 SOLICITOR

  
 \_\_\_\_\_  
 Wendi-Lee Veronica Masters

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print address

QUEEN STREET LEGAL GROUP  
 10TH LEVEL  
 101 WICKHAM TERRACE  
 BRISBANE QLD 4000



If the borrower is a company, or if the loan is predominantly used for business purposes or investment purposes (except for investment in residential property), the loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to the loan. The information statement below only applies to you if the loan is regulated by the National Credit Code.

### INFORMATION STATEMENT THINGS YOU SHOULD KNOW ABOUT GUARANTEES

This information tells you about some of the rights and obligations of yourself and the credit provider. It does not state the terms and conditions of your guarantee.

#### GUARANTEES

**1. What is a guarantee?**

A promise by you that the person who is getting credit under a credit contract (the debtor) will keep to all the terms and conditions. If that person does not do so, you promise to pay the credit provider all the money owing on the contract (and any reasonable enforcement expenses) as soon as the money is asked for, up to the limit, if any, stated in the guarantee. If you do not pay, then the credit provider can take enforcement action against you which may result in the forced sale of any property owned by you such as your house.

**2. How do I know how much the debtor is borrowing and how the credit charges are worked out?**

These details are on the copy of the credit contract or proposed credit contract that you should be given before you sign the guarantee.

**3. What documents should I be given?**

Before you sign the guarantee you should get:

- the document you are reading now; and
- a copy of the credit contract or proposed credit contract.

**Your guarantee is not enforceable unless you get a copy of the credit contract or proposed credit contract before you sign.**

Within 14 days after you sign the guarantee and give it to the credit provider, the credit provider must give you a copy of:

- the signed guarantee (if you do not already have a copy of the guarantee); and
- the credit contract or proposed credit contract (if you do not already have a copy of the contract).

**4. Can I get a statement of the amount that the debtor owes?**

Yes. You can ask the credit provider at any time for a statement of the amount the debtor currently owes or any amounts credited or debited during a period you specify or any amounts which are overdue and when they became overdue or any amount payable and the date it became due. The credit provider must give you the requested information:

- within 14 days if all the information requested related to a period 1 year or less before your request is given; or
- otherwise within 30 days.

This statement must be given to you in writing if you ask for it in writing but otherwise may be given orally.

You may be charged a fee for the statement.

You are not entitled to more than 1 written statement every 3 months.

**5. How can I find out the payout figure?**

You can write to the credit provider at any time and ask for a statement of the amount required to pay out the credit contract as at any date you specify. You can also ask for details of the items that make up the amount.

The credit provider must give you the statement within seven days after you give your request to the credit provider. You may be charged a fee for the statement.

**6. What other information can I get?**

You can write to the credit provider and ask for a copy of:

- the guarantee; or
- any credit-related insurance contract (such as insurance on mortgaged property) the credit provider has; or
- a notice previously given to you, the debtor or the mortgagor under the Consumer Credit Code.

The credit provider must give you the requested copy:

- within 14 days of your written request if the contract came into existence 1 year or less before the request was given to the credit provider; or
- otherwise within 30 days.

The credit provider may charge you a fee.

Your request can be made any time up to 2 years after the end of the credit contract.

**7. Can I withdraw from my guarantee?**

You can withdraw from your guarantee at any time by written notice to the credit provider if the final credit contract is materially different from the proposed credit contract given to you before you signed the guarantee.

**8. Can I limit my guarantee?**

Yes, if it relates to a continuing credit contract (such as a credit card contract or an overdraft). In that case you can give the credit provider a notice limiting the guarantee so that it only applies to-

- credit previously given to the debtor; and
- any other amount you agree to guarantee.

**9. Can my guarantee also apply to any future contracts?**

No, unless the credit provider has given you a copy of the proposed new credit contract and you have given your written acceptance.

**10. If my guarantee says I have to give a mortgage, what does this mean?**

A mortgage means that you give the credit provider certain rights over any property you mortgage. If you default under your guarantee, you can lose that property and you might still owe money to the credit provider.

**11. Should I get a copy of my mortgage?**

Yes. It can be part of your guarantee or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

**12. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have the credit provider's, or the court's permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**13. What can I do if I find that I cannot afford to pay out the credit contract and there is a mortgage over my property?**

See the answer to question 22.

Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property - but only if the credit provider gives permission first;
- OR
- give the property to someone who may then pay all amounts owing under the guarantee or give a similar guarantee - but only if the credit provider gives permission first.

If the credit provider won't give permission, you may contact the AFCA scheme for help. You should understand that you may owe money to the credit provider even after the mortgaged property is sold. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), or in writing to GPO Box 3, Melbourne VIC 3001.

**14. Can the credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your guarantee.

**15. If the credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have seven days after receiving the credit provider's request to tell the credit provider. If you do not have the goods you must give the credit provider all the information you have so they can be traced.

**16. When can the credit provider or its agent come into a residence to take possession of mortgaged goods?**

The credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

**17. If the debtor defaults, do I get any warning that the credit provider wants to take action against the debtor?**

In most cases both you and the debtor get at least 30 days from the date of a notice in writing to do something about the matter. The notice must advise:

- why the credit provider wants to take action; and
- what can be done to stop it (if the default can be remedied); and

- that if the same sort of default is committed within 30 days of the date of the notice and is not remedied within that period, the credit provider can take action without further notice.

You should immediately discuss any warning notice with the debtor and consider getting independent legal advice and / or financial advice.

However, there will be no warning notice if:

- there is a good reason to think the debtor committed a fraud to persuade the credit provider to enter into the contract; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the court says so; or
- there is a good reason to think that the debtor has, or will, remove or dispose of mortgaged goods without the credit provider's consent, or that urgent action is necessary to protect mortgaged property.

**18. When can the credit provider enforce a judgment against me?**

When -

- the credit provider has judgment against the debtor and if the judgment amount has still not been met 30 days after the credit provider has asked the debtor in writing to pay it; or
- the court says so because recovery from the debtor is unlikely; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the debtor is insolvent.

**19. If the debtor cannot be found and the credit provider intends to take legal action against me do I get any warning?**

You may not. See the answer to question 17.

**20. Can the credit provider take action against me without first taking action against the debtor?**

Yes, but the credit provider will not be able to enforce any judgment against you except in the circumstances described in the answer to question 18.

**21. How much do I have to pay the credit provider if the debtor defaults?**

You have to pay what the debtor owes the credit provider, subject to any limit provided in the guarantee, plus the credit provider's reasonable expenses in making you honour your contract of guarantee.

**GENERAL**

**22. What can I do if I am asked to pay out the credit contract and I cannot pay it all at once?**

Talk to the credit provider and see if some arrangement can be made about paying.

If you cannot come to a suitable arrangement, contact the AFCA scheme.

There are other people, such as financial counsellors, who may be able to help.

**23. If I pay out money for a debtor, is there any way I can get it back?**

You can sue the debtor, but remember, if the debtor cannot pay the credit provider, he or she probably cannot pay you back for a while, if at all.

**24. What happens if I go guarantor for someone who is under 18 when he or she signs a credit contract?**

You are responsible for the full debt if the contract of guarantee has a clear and obvious warning. The warning has to tell you that the courts might not let you sue the debtor if you have to pay out the credit contract for him or her.

**25. Do I have any other rights and obligations?**

Yes. The law does give you other rights and obligations. You should also **READ YOUR GUARANTEE** carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER, YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU), OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT.  
YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

## Guarantor's form of acknowledgment

Guarantor (Full Name) **Wendi-Lee Veronica Masters**

You are considering giving a guarantee to FIRST MORTGAGE COMPANY HOME ("the Lender")  
LOANS PTY LTD ACN 104268448 which relates to

Townners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund ("the Borrower")

**BEFORE YOU SIGN IT** please answer the following questions and sign this form.

	Description	Please circle the appropriate answer
1.	Have you received: <ul style="list-style-type: none"> <li>• Loan Agreement</li> <li>• Mortgage</li> <li>• Memorandum of Mortgage</li> <li>• Guarantee by Wendi-Lee Veronica Masters</li> </ul>	<input checked="" type="radio"/> Yes / No
2.	Have you read the Loan Agreement \$304,000.00 together with the General Terms and Conditions and Guarantee carefully?  If you answered "No", did you have the Loan Agreement \$304,000.00, General Terms and Conditions and Guarantee read out or translated to you?	<input checked="" type="radio"/> Yes / No  Yes / No
3.	Have you made your own decision to sign the Guarantee (not just because someone asked you to)?	<input checked="" type="radio"/> Yes / No
4.	Has someone from the Lender told you that before you sign the Guarantee you should get advice from your own solicitor and from your own financial advisor (such as an accountant)?	<input checked="" type="radio"/> Yes / No
5.	In relation to that suggestion to get advice, please state whether or not: 5.1 You got that advice from both your solicitor and your financial advisor? 5.2 You got that advice from your own solicitor but not your financial advisor?	Yes / No <input checked="" type="radio"/> Yes / No

	Description	Please circle the appropriate answer
6.	<p>If you answered "Yes" to 5.1, 5.2 please provide the following details about your advisor(s):</p> <p>Solicitor's Name: <u>MICHAEL JOHN KENNY</u> SOLICITOR</p> <p>Financial Advisor's Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p><u>QUEEN STREET LEGAL GROUP</u> 10TH LEVEL 101 WICKHAM TERRACE BRISBANE QLD 4000</p> <p>Qualification: _____</p> <p>Qualification: _____</p>	
7.	<p>Do you understand that among other things:</p> <p>7.1 You can refuse to enter into the Guarantee? <input checked="" type="radio"/> Yes / No</p> <p>7.2 You have a right to limit your liability <input checked="" type="radio"/> Yes / No</p> <p>7.3 If you sign the Guarantee you may have to pay the Lender money to repay all debts of the Borrower described in the Guarantee? <input checked="" type="radio"/> Yes / No</p> <p>7.4 If the Borrower does not pay on time money he or she owes to the Lender the Lender can demand that you pay the money in place of the Borrower. <input checked="" type="radio"/> Yes / No</p> <p>7.5 If you do not pay that money to the Lender, then among other things:</p> <p>(a) the Lender can sue you; and / or</p> <p>(b) if you give a mortgage or other security which secures the guarantee, the Lender can enforce it (for example, if that security included a mortgage over your home, the Lender may sell your home); and</p> <p>(c) The Lender can do either or both of these things at the same or at different times?</p> <p>(d) It is for you to find out whether the Borrower will be able to pay his or her debt?</p> <p>NB: Even if the Lender tells you something you should still check it for yourself and get an accountant to check it for you. It is for you to make sure your interests are protected.</p>	<p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p> <p><input checked="" type="radio"/> Yes / No</p>
8.	<p>Are you, or your close family and associates, a politically exposed person (head of state, senior politician, senior government official, judicial or military officer, senior executive of a state-owned corporation, or senior political party official) either within or outside Australia?</p> <p><input checked="" type="checkbox"/> No    <input type="checkbox"/> Yes, please provide details: _____</p> <p>_____</p>	

	Description	Please circle the appropriate answer
9.	The guarantee covers the following loans to the Borrowers: Borrower(s): Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund  Amount of Loan: \$304,000.00	

Signed ~~sealed~~ and delivered by Wendi-Lee Veronica Masters in the presence of:

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Wendi-Lee Veronica Masters

\_\_\_\_\_  
 MICHAEL JOHN KENNY  
 Solicitor  
 Print name

\_\_\_\_\_  
 QUEEN STREET LEGAL GROUP  
 10TH LEVEL  
 101 WICKHAM TERRACE  
 BRISBANE, QLD 4000  
 Print address

Please have the following section completed if the guarantee was translated for you.

Translator (Name) \_\_\_\_\_

Signature (of Translator) \_\_\_\_\_



LEGAL ADVICE DECLARATION BY GUARANTOR

I, Wendi-Lee Veronica Masters  
of 43 JEPSON Street MANGO HILL Queensland Australia 4509

DO SOLEMNLY AND SINCERELY DECLARE AS FOLLOWS:

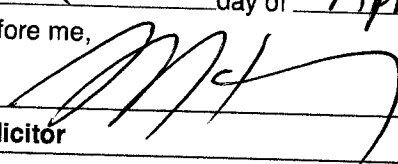

1. I am the Guarantor for the Borrower named in certain loan and security documents  
between Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund (Borrower)  
and FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 (Lender)  
relating to property located  
at 1711/37 MAYNE Road BOWEN HILLS Queensland 4006

2. I have received independent legal advice from  
MICHAEL JOHN KENNY  
SOLICITOR  
\_\_\_\_\_(Solicitor name)

of \_\_\_\_\_ (Firm)  
regarding my guarantee in relation to the loan referred to in paragraph 1  
3. After receiving that advice I have freely and voluntarily signed the following documents  
a) Guarantee  
b) Form of acknowledgement

QUEEN STREET LEGAL GROUP  
10TH LEVEL  
10 WICKHAM TERRACE  
BRISBANE QLD 4000

AND I MAKE this solemn declaration by virtue of the *Statutory Declarations Act 1959* (Cth), and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Declared at <u>Mango Hill</u> on the <u>4</u> day of <u>Apr-123</u>	
Before me,  Solicitor	Guarantor's Signature 

(The Lender requires this declaration to be made before the solicitor set out in paragraph 2 above.)

MICHAEL JOHN KENNY  
SOLICITOR



Mr Donald Townley  
43 JEPSON Street  
MANGO HILL QLD 4509 Australia

**Borrower:** Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund  
**Property:** 1711/37 MAYNE Road BOWEN HILLS Queensland 4006  
**Lender:** FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448  
**Mortgage Manager:** Firstmac Limited ABN 59094145963 Australian Credit Licence Number 290600  
**Application ID:** 80139500

Dear Mr Townley,

## Home Loan Guarantee

It is a condition of the proposed loan that it be guaranteed. You have been nominated as a proposed Guarantor.

The Lender has instructed us to forward guarantee documents to you. The National Credit Code requires that a separate set of documents be served on each Guarantor.

### Warning

The Guarantee documents are very important documents. They mean that you may have to pay a significant sum to cover debts of the Borrower as well as or instead of the Borrower.

Should you choose to act as Guarantor, before signing the Guarantee documents we strongly recommend that you:

- Read the guarantee documents carefully; and
- Satisfy yourself that the Borrower can pay his or her debts; and
- Consult your Solicitor and a Financial Advisor, eg. an Accountant.

### What you must do

We **enclose** the guarantee documents for your attention.

If you choose to act as Guarantor, you must sign and return all guarantee documents listed. (unless otherwise indicated).

We have enclosed copies of certain important transaction documents relating to this matter (including Loan Contract/s and Mortgage/s) which are for your records only. However, other documents requiring your signature may have been sent to the borrower (eg: Mortgage requiring the joint signature of Guarantors and Borrowers).

### Independent Legal and Financial Advice

Should you choose to proceed, independent legal advice is compulsory. The solicitor who provides independent legal advice must also witness your signature on the Declaration and the Guarantee. Should you choose to proceed, independent legal advice is compulsory. The solicitor who provides independent legal advice must also witness your signature on the Declaration and the Guarantee.

Whilst it is not compulsory, we strongly recommend that you seek independent financial advice from a qualified financial advisor in relation to your financial rights and obligations under the loan documents.



**Need Help?**

If you have any questions about the enclosed documents, simply contact our Settlements team on 1800 635 228, fax us on 07 3002 8400 or email [settlements@customerhelp.com.au](mailto:settlements@customerhelp.com.au). Alternatively, please contact your legal or financial adviser. They'll be happy to help.

Kind regards

A handwritten signature in black ink, appearing to read "Julie Sanders". The signature is written in a cursive, flowing style.

Julie Sanders  
Head of Group Operations

## Guarantee

### Important Notice

This is a guarantee and indemnity. If the borrower does not pay any money owing by the borrower to the lender, the lender may demand the payment from you. If you provide any security to the lender, the lender can enforce that security to recover from you.

We strongly recommend that you obtain independent legal and financial advice as to the full effect of this document before signing it.

This is a serious and important obligation and you should make sure you understand your obligation before you sign this guarantee.

Before you sign, remember that there are financial risks involved in signing this guarantee. You can refuse to enter into this guarantee, you have a right to limit your liability, and you can request information about this guarantee or the loan transaction that you are guaranteeing. We may not provide the loan, or may cancel an existing loan, if you do not provide this guarantee.

### Schedule

<b>Lender</b>	FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 of Level 40, 123 Eagle Street, Brisbane QLD 4000
<b>Manager</b>	Firstmac Limited ACN 094145963 of Level 40, 123 Eagle Street, Brisbane QLD 4000 Australian Credit License 290600
<b>Guarantor (you,your)</b>	Donald Keith Townley of 43 JEPSON Street MANGO HILL Queensland 4509 Australia
<b>Borrower</b>	Townners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund
<b>Maximum liability</b>	The maximum amount we can recover from you under this guarantee is \$304,000.00
<b>Loan Documents</b>	Loan agreement between the Borrower and the Lender dated on or about the date of this guarantee and any variations consented to by you.

## Deed of Guarantee

### Background

This guarantee is made by the guarantor(s) named in the Schedule to this guarantee (each and together called 'you' and 'your').

You have asked the lender named in the Schedule (the 'Lender') to lend money or provide other financial accommodation (or to continue doing so) to the borrower(s) named in the Schedule (the 'Borrower').

### 1. Guarantee and indemnity

#### 1.1 Guarantee

In consideration of the Lender providing financial accommodation to the Borrower at your request, you unconditionally **guarantee** the punctual payment to the Lender of the Debt on the due date. The 'Debt' is all money owing at any time by the Borrower to the Lender in relation to the Loan Documents specified in the Schedule. (A guarantee is an obligation to pay money owing by another person).

#### 1.2 Indemnity

You also **indemnify** the Lender against all loss, damage, and reasonable costs and expenses, incurred by the Lender as a result of any failure by anybody to pay the Debt on the due date, except where such loss, damage, cost or expense arises from the mistake, error, fraud, negligence or wilful misconduct of the Lender, its employees, its agents or a receiver it appoints. (An indemnity is an obligation to pay that money even if the other person is not obliged to pay for any reason).

#### 1.3 You must pay on demand

If the Borrower does not pay the Debt to the Lender on the due date, you must pay the Debt to the Lender immediately on demand by the Lender. The Lender may enforce this guarantee, any security, and any other rights, separately or together.

### 2. Continuing guarantee

#### 2.1 This guarantee continues until you are released

You remain bound by this guarantee until you are released by the Lender. The Lender may release, or come to a separate arrangement with, any one or more of you without affecting the liability of the remaining guarantors.

#### 2.2 This guarantee continues despite what happens to the Borrower

Your obligations under this guarantee continue and remain unaffected despite anything that happens to the Borrower and despite the Lender allowing the Borrower any time to rectify any default. For example, your obligations continue even if the Borrower dies or is made bankrupt, or if the Borrower is a partnership and the partnership ends or the members change, or if

the Borrower is a company and it is dissolved or wound up.

#### 2.3 This guarantee continues despite what happens to the terms of the Loan Documents

This guarantee continues despite any change to the terms of the Loan Documents (including the interest rate, kind of interest rate (eg fixed or variable), fees and charges, new fees and charges, and any repayment or re-advancing of the Debt. Unless you agree to extend this guarantee, this guarantee does not cover increases in the total amount the Borrower may borrow under the Loan Documents.

#### 2.4 The Lender's rights continue unaffected

The Lender does not lose the power to exercise any of its rights under this guarantee because of delay, any written or verbal statement, anything the Lender does, or anything else, other than an express written statement by the Lender that the Lender waives that right.

### 3. You acknowledge certain things

#### 3.1 You have not relied on the Lender

You acknowledge that you have not relied on any promise or representation by or on behalf of the Lender to induce you to enter into this guarantee, and that you have made and will continue to make your own independent investigation of the financial condition and affairs of the Borrower without reliance on the Lender.

### 4. Security by you

#### 4.1 Any given security by you supports your guarantee

You acknowledge that any security (eg a mortgage or charge) held at any time by the Lender from you (including the security listed in the Schedule) secures performance of your obligations under this guarantee.

This guarantee will not prejudicially affect, or be prejudicially affected by, any other security, guarantee or indemnity at any time held by the Lender.

If you have provided security, the Lender may exercise all its rights in relation to that security, but may also sue you personally.

#### 4.2 The Lender may retain this guarantee and any security after the Debt is paid

If the Lender reasonably considers that the Borrower is insolvent at the time the Borrower

intends to repay the Debt, or if for any other reason the Lender reasonably considers that the whole or any part of the repayment of the Debt may be set aside, this guarantee continues and the Lender may retain any security provided by you until seven months after repayment of the Debt (unless some other arrangement is made to repay the Debt so that the Lender is protected from the Debt being set aside). If the Lender makes a claim against you within that seven month period, the Lender may retain and enforce that security to recover any Debt.

## **5. General provisions**

### **5.1 Interpretation**

In this guarantee, references to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa. If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means that the Lender can pursue all or any of you together, or any one or more of you separately for the whole of the Debt. The clause headings are to help understanding only.

### **5.2 Costs and expenses**

You must pay to the Lender on demand all reasonable costs and expenses (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher) incurred by the Lender in respect of this guarantee (including those arising from any default by the Borrower or by you or both). This includes any duties, taxes and fines, and the Lender's internal costs. If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply (ie you must pay any GST).

### **5.3 How notices may be given**

Subject to any applicable laws, any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to this guarantee may be given by:

- 5.3(a) giving it to you personally;
- 5.3(b) leaving it at or posting it to your residential or business address last known to us;
- 5.3(c) electronic means to your electronic address last known to us; or
- 5.3(d) any other means permitted by law.

Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on behalf of the Lender.

### **5.4 Payments**

All money payable by you under this guarantee must be paid free of all deductions in the same

manner and the same currency as the Borrower is obliged to pay the Debt. Payments will be credited to you only when actually received by the Lender. The Lender may apply any money it receives in reduction of the Debt in the order the Lender decides.

### **5.5 How the Lender can deal with this guarantee**

The Lender may assign, novate or otherwise deal with its rights and obligations under this guarantee and any security supporting this guarantee in any way it wishes. You must sign anything and do anything the Lender reasonably requires to enable any dealing with this guarantee and any security supporting this guarantee. The Lender may disclose information about you, this guarantee, or any security given by you, to anybody involved in an actual or proposed assignment, novation or dealing by the Lender with its rights under this guarantee.

### **5.6 Limitation of liability**

If the Lender is at any time trustee or custodian of any trust, the Lender enters into this guarantee only in its capacity as trustee or custodian (as the case may be), and its liability is limited to the assets of that trust which are available to the Lender to satisfy that liability.

### **5.7 Debit and set-off**

If any money due by you to the Lender is not paid when due, the Lender may debit any account you have with the Lender (such as a cheque account) with any money due by you under this guarantee. The Lender may combine two or more accounts conducted by you into a single account. Except to the extent you have a right to set-off granted by law which the Lender cannot exclude by agreement, you must pay all amounts in full without setting off amounts you believe the Lender owes you and without counterclaiming amounts from the Lender.

### **5.8 Waiver**

No failure to exercise, and no delay in exercising, the Lender's rights, powers or privileges operates as a waiver. No waiver of the Lender's rights, powers or privileges is effective unless made in writing. The Lender may exercise all of its rights at any time and more than once.

The rights of the Lender under this guarantee do not merge in any judgment, and so the Lender can, for example, take fresh proceedings if a judgment becomes stale.

### **5.9 Interest on judgement**

If the Lender obtains a judgment against you from a court, you must pay interest at the higher of the rate which applies to the Debt and the rate ordered by the court.

### **5.10 Provisions in this guarantee**

If any provision of this guarantee is or becomes illegal at any time, the affected provision will cease to have effect, but the balance of this guarantee will remain in full force and effect.

### **5.11 Consumer Legislation**

This guarantee may relate to partly regulated credit and partly unregulated credit.

To the extent that this guarantee relates to regulated credit (ie money due under a loan contract or under some other arrangement regulated by any consumer legislation), this guarantee only relates to payment of the amount authorised by that legislation in relation to that credit. For example, to the extent this guarantee relates to money due under a credit contract regulated by the National Credit Code, this guarantee only relates to the amount due under that credit contract, any reasonable enforcement expenses, and any other money authorised by the National Credit Code.

This clause does not restrict how this guarantee applies to unregulated credit. To the extent that this guarantee relates to regulated credit, any provisions which do not comply with that legislation have no effect in relation to that consumer credit.

### **5.12 You must provide financial statements**

You must provide to the Lender within 14 days of the Lender's request any information the Lender requires relating to your business, assets and financial affairs. For example, the Lender may require a copy of an individual's taxation return or an assets and liabilities statement. In relation to a company, the Lender might require a balance sheet, a profit and loss account, or both. The Lender may require this information to be certified or audited.

### **5.13 Deductions**

If you are compelled or required to deduct or withhold any amounts from any payment to the

Lender (such as withholding taxes), you must pay to the Lender additional amounts so that the Lender receives full payment as if there was no deduction or withholding.

### **5.14 Change of address**

You must promptly tell the Lender if you change your residential, postal or electronic address and inform the Lender of any new address.

### **5.15 Subrogation**

If the Borrower becomes bankrupt or enters into any scheme of arrangement in favour of creditors, or being a company enters into liquidation, you hereby assign to the Lender the whole of your right to claim, if any, against the official receiver or liquidator so that the Lender will be entitled to receive the whole of that entitlement in reduction of the amount due under the guarantee and indemnity. Unless and until the Lender has received all of the Debt, you may not claim any subrogation against the Borrower or anybody else without the Lender's prior written consent (which will not be unreasonably withheld). After the Lender has been paid in full, you will not exercise any right of subrogation or any other right which might require the Lender to repay any money received by the Lender.

### **6. If you are a trustee**

If you are at any time trustee of any trust, you are liable under this guarantee in your own right and as trustee of the trust. Accordingly, the Lender can recover against the trust assets as well as from you to satisfy your liabilities under this guarantee. You must ensure that there is no change of trustee, no termination of the trust, and no material change to the terms of the trust without the Lender's prior written consent (which will not be unreasonably withheld).

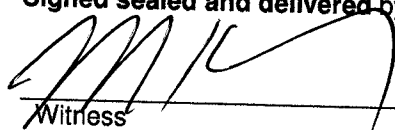
Executed as a deed

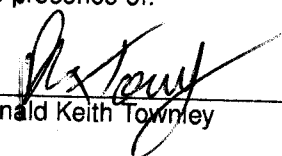
DATE: 11-4-23

If the borrower is a company, or if the guarantor is a company, or if the loan being guaranteed is predominantly for business purposes or investment purposes, this guarantee will not be regulated by the Consumer Credit Code despite any statement that the Consumer Credit Code applies to this guarantee.

BEFORE YOU SIGN	IMPORTANT	THINGS YOU MUST KNOW
<ul style="list-style-type: none"><li>* READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.</li><li>* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".</li><li>* You should obtain independent legal advice.</li><li>* You should also consider obtaining independent financial advice.</li><li>* You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.</li></ul>		<ul style="list-style-type: none"><li>* Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the credit provider in enforcing the guarantee.</li><li>* If the debtor does not pay you must pay. This could mean you lose everything you own including your home.</li><li>* You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.</li><li>* You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.</li></ul>

Signed sealed and delivered by Donald Keith Townley in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Donald Keith Townley

Print name MICHAEL JOHN KENNY  
SOLICITOR

Print address \_\_\_\_\_

QUEEN STREET LEGAL GROUP  
10TH LEVEL  
101 WICKHAM TERRACE  
BRISBANE QLD 4000



If the borrower is a company, or if the loan is predominantly used for business purposes or investment purposes (except for investment in residential property), the loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to the loan. The information statement below only applies to you if the loan is regulated by the National Credit Code.

### INFORMATION STATEMENT THINGS YOU SHOULD KNOW ABOUT GUARANTEES

This information tells you about some of the rights and obligations of yourself and the credit provider. It does not state the terms and conditions of your guarantee.

#### GUARANTEES

**1. What is a guarantee?**

A promise by you that the person who is getting credit under a credit contract (the debtor) will keep to all the terms and conditions. If that person does not do so, you promise to pay the credit provider all the money owing on the contract (and any reasonable enforcement expenses) as soon as the money is asked for, up to the limit, if any, stated in the guarantee. If you do not pay, then the credit provider can take enforcement action against you which may result in the forced sale of any property owned by you such as your house.

**2. How do I know how much the debtor is borrowing and how the credit charges are worked out?**

These details are on the copy of the credit contract or proposed credit contract that you should be given before you sign the guarantee.

**3. What documents should I be given?**

Before you sign the guarantee you should get:

- the document you are reading now; and
- a copy of the credit contract or proposed credit contract.

**Your guarantee is not enforceable unless you get a copy of the credit contract or proposed credit contract before you sign.**

Within 14 days after you sign the guarantee and give it to the credit provider, the credit provider must give you a copy of:

- the signed guarantee (if you do not already have a copy of the guarantee); and
- the credit contract or proposed credit contract (if you do not already have a copy of the contract).

**4. Can I get a statement of the amount that the debtor owes?**

Yes. You can ask the credit provider at any time for a statement of the amount the debtor currently owes or any amounts credited or debited during a period you specify or any amounts which are overdue and when they became overdue or any amount payable and the date it became due.

The credit provider must give you the requested information:

- within 14 days if all the information requested related to a period 1 year or less before your request is given; or
- otherwise within 30 days.

This statement must be given to you in writing if you ask for it in writing but otherwise may be given orally.

You may be charged a fee for the statement.

You are not entitled to more than 1 written statement every 3 months.

**5. How can I find out the payout figure?**

You can write to the credit provider at any time and ask for a statement of the amount required to pay out the credit contract as at any date you specify. You can also ask for details of the items that make up the amount.

The credit provider must give you the statement within seven days after you give your request to the credit provider. You may be charged a fee for the statement.

**6. What other information can I get?**

You can write to the credit provider and ask for a copy of:

- the guarantee; or
- any credit-related insurance contract (such as insurance on mortgaged property) the credit provider has; or
- a notice previously given to you, the debtor or the mortgagor under the Consumer Credit Code.

The credit provider must give you the requested copy:

- within 14 days of your written request if the contract came into existence 1 year or less before the request was given to the credit provider; or
- otherwise within 30 days.

The credit provider may charge you a fee.

Your request can be made any time up to 2 years after the end of the credit contract.

**7. Can I withdraw from my guarantee?**

You can withdraw from your guarantee at any time by written notice to the credit provider if the final credit contract is materially different from the proposed credit contract given to you before you signed the guarantee.

**8. Can I limit my guarantee?**

Yes, if it relates to a continuing credit contract (such as a credit card contract or an overdraft). In that case you can give the credit provider a notice limiting the guarantee so that it only applies to-

- credit previously given to the debtor; and
- any other amount you agree to guarantee.

**9. Can my guarantee also apply to any future contracts?**

No, unless the credit provider has given you a copy of the proposed new credit contract and you have given your written acceptance.

**10. If my guarantee says I have to give a mortgage, what does this mean?**

A mortgage means that you give the credit provider certain rights over any property you mortgage. If you default under your guarantee, you can lose that property and you might still owe money to the credit provider.

**11. Should I get a copy of my mortgage?**

Yes. It can be part of your guarantee or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

**12. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have the credit provider's, or the court's permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**13. What can I do if I find that I cannot afford to pay out the credit contract and there is a mortgage over my property?**

See the answer to question 22.

Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property - but only if the credit provider gives permission first;
- OR
- give the property to someone who may then pay all amounts owing under the guarantee or give a similar guarantee - but only if the credit provider gives permission first.

If the credit provider won't give permission, you may contact the AFCA scheme for help. You should understand that you may owe money to the credit provider even after the mortgaged property is sold. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), or in writing to GPO Box 3, Melbourne VIC 3001.

**14. Can the credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your guarantee.

**15. If the credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have seven days after receiving the credit provider's request to tell the credit provider. If you do not have the goods you must give the credit provider all the information you have so they can be traced.

**16. When can the credit provider or its agent come into a residence to take possession of mortgaged goods?**

The credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

**17. If the debtor defaults, do I get any warning that the credit provider wants to take action against the debtor?**

In most cases both you and the debtor get at least 30 days from the date of a notice in writing to do something about the matter. The notice must advise:

- why the credit provider wants to take action; and
- what can be done to stop it (if the default can be remedied); and

- that if the same sort of default is committed within 30 days of the date of the notice and is not remedied within that period, the credit provider can take action without further notice.

You should immediately discuss any warning notice with the debtor and consider getting independent legal advice and / or financial advice.

However, there will be no warning notice if:

- there is a good reason to think the debtor committed a fraud to persuade the credit provider to enter into the contract; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the court says so; or
- there is a good reason to think that the debtor has, or will, remove or dispose of mortgaged goods without the credit provider's consent, or that urgent action is necessary to protect mortgaged property.

**18. When can the credit provider enforce a judgment against me?**

When -

- the credit provider has judgment against the debtor and if the judgment amount has still not been met 30 days after the credit provider has asked the debtor in writing to pay it; or
- the court says so because recovery from the debtor is unlikely; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the debtor is insolvent.

**19. If the debtor cannot be found and the credit provider intends to take legal action against me do I get any warning?**

You may not. See the answer to question 17.

**20. Can the credit provider take action against me without first taking action against the debtor?**

Yes, but the credit provider will not be able to enforce any judgment against you except in the circumstances described in the answer to question 18.

**21. How much do I have to pay the credit provider if the debtor defaults?**

You have to pay what the debtor owes the credit provider, subject to any limit provided in the guarantee, plus the credit provider's reasonable expenses in making you honour your contract of guarantee.

**GENERAL**

**22. What can I do if I am asked to pay out the credit contract and I cannot pay it all at once?**

Talk to the credit provider and see if some arrangement can be made about paying.

If you cannot come to a suitable arrangement, contact the AFCA scheme.

There are other people, such as financial counsellors, who may be able to help.

**23. If I pay out money for a debtor, is there any way I can get it back?**

You can sue the debtor, but remember, if the debtor cannot pay the credit provider, he or she probably cannot pay you back for a while, if at all.

**24. What happens if I go guarantor for someone who is under 18 when he or she signs a credit contract?**

You are responsible for the full debt if the contract of guarantee has a clear and obvious warning. The warning has to tell you that the courts might not let you sue the debtor if you have to pay out the credit contract for him or her.

**25. Do I have any other rights and obligations?**

Yes. The law does give you other rights and obligations. You should also **READ YOUR GUARANTEE** carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER, YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU), OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT.  
YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

## Guarantor's form of acknowledgment

Guarantor (Full Name) **Donald Keith Townley**

You are considering giving a guarantee to FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 which relates to ("the Lender")

Townners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund ("the Borrower")

**BEFORE YOU SIGN IT** please answer the following questions and sign this form.

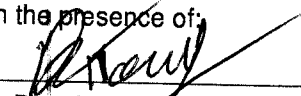
	Description	Please circle the appropriate answer
1.	Have you received: <ul style="list-style-type: none"> <li>• Loan Agreement</li> <li>• Mortgage</li> <li>• Memorandum of Mortgage</li> <li>• Guarantee by Donald Keith Townley</li> </ul>	<input checked="" type="radio"/> Yes / No
2.	Have you read the Loan Agreement \$304,000.00 together with the General Terms and Conditions and Guarantee carefully?  If you answered "No", did you have the Loan Agreement \$304,000.00, General Terms and Conditions and Guarantee read out or translated to you?	<input checked="" type="radio"/> Yes / No  Yes / No
3.	Have you made your own decision to sign the Guarantee (not just because someone asked you to)?	<input checked="" type="radio"/> Yes / No
4.	Has someone from the Lender told you that before you sign the Guarantee you should get advice from your own solicitor and from your own financial advisor (such as an accountant)?	<input checked="" type="radio"/> Yes / No
5.	In relation to that suggestion to get advice, please state whether or not: 5.1 You got that advice from both your solicitor and your financial advisor? 5.2 You got that advice from your own solicitor but not your financial advisor?	Yes / No <input checked="" type="radio"/> Yes / No

	Description	Please circle the appropriate answer
6.	<p>If you answered "Yes" to 5.1, 5.2 please provide the following details about your advisor(s):</p> <p>Solicitor's Name: <u>MICHAEL JOHN KENNY</u> Financial Advisor's Name: _____  <u>SOLICITOR</u></p> <p>Address: _____ Address: _____</p> <p><u>QUEEN STREET LEGAL GROUP</u>  <u>10TH LEVEL</u>  <u>101 WICKHAM TERRACE</u>  Qualification: <u>BRISBANE QLD 4000</u> Qualification: _____</p>	
7.	<p>Do you understand that among other things:</p> <p>7.1 You can refuse to enter into the Guarantee? <input checked="" type="radio"/> Yes / <input type="radio"/> No</p> <p>7.2 You have a right to limit your liability <input checked="" type="radio"/> Yes / <input type="radio"/> No</p> <p>7.3 If you sign the Guarantee you may have to pay the Lender money to repay all debts of the Borrower described in the Guarantee? <input checked="" type="radio"/> Yes / <input type="radio"/> No</p> <p>7.4 If the Borrower does not pay on time money he or she owes to the Lender the Lender can demand that you pay the money in place of the Borrower. <input checked="" type="radio"/> Yes / <input type="radio"/> No</p> <p>7.5 If you do not pay that money to the Lender, then among other things:</p> <p>(a) the Lender can sue you; and / or</p> <p>(b) if you give a mortgage or other security which secures the guarantee, the Lender can enforce it (for example, if that security included a mortgage over your home, the Lender may sell your home); and</p> <p>(c) The Lender can do either or both of these things at the same or at different times?</p> <p>(d) It is for you to find out whether the Borrower will be able to pay his or her debt? <input checked="" type="radio"/> Yes / <input type="radio"/> No</p> <p>NB: Even if the Lender tells you something you should still check it for yourself and get an accountant to check it for you. It is for you to make sure your interests are protected.</p>	
8.	<p>Are you, or your close family and associates, a politically exposed person (head of state, senior politician, senior government official, judicial or military officer, senior executive of a state-owned corporation, or senior political party official) either within or outside Australia?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, please provide details: _____</p>	

	Description	Please circle the appropriate answer
9.	The guarantee covers the following loans to the Borrowers: Borrower(s-): Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund  Amount of Loan: \$304,000.00	

Signed sealed and delivered by Donald Keith Townley in the presence of:

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Donald Keith Townley

\_\_\_\_\_ MICHAEL JOHN KENNY  
 Print name SOLICITOR

\_\_\_\_\_ QUEEN STREET LEGAL GROUP  
 Print address 10TH LEVEL

101 WICKHAM TERRACE  
 BRISBANE QLD 4000

Please have the following section completed if the guarantee was translated for you.

Translator (Name) \_\_\_\_\_

Signature (of Translator) \_\_\_\_\_



LEGAL ADVICE DECLARATION BY GUARANTOR

I, Donald Keith Townley  
of 43 JEPSON Street MANGO HILL Queensland Australia 4509

DO SOLEMNLY AND SINCERELY DECLARE AS FOLLOWS:

1. I am the Guarantor for the Borrower named in certain loan and security documents  
between Towners Holdings Pty. Ltd. ACN 663 854 135 as trustee for WenDon Fund (Borrower)  
and FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 (Lender)  
relating to property located  
at 1711/37 MAYNE Road BOWEN HILLS Queensland 4006

2. I have received independent legal advice from

MICHAEL JOHN KENNY

SOLICITOR

(Solicitor name)

of \_\_\_\_\_ (Firm)

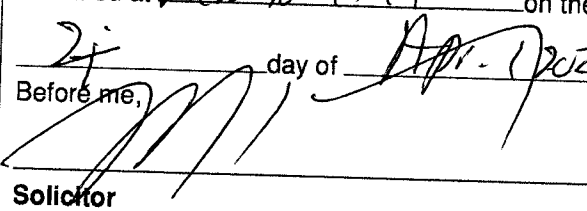
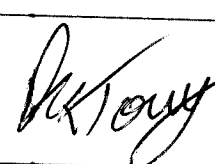
regarding my guarantee in relation to the loan referred to in paragraph 1.

3. After receiving that advice I have freely and voluntarily signed the following documents.

- a) Guarantee
- b) Form of acknowledgement

QUEEN STREET LEGAL GROUP  
10TH LEVEL  
101 WICKHAM TERRACE  
BRISBANE QLD 4000

AND I MAKE this solemn declaration by virtue of the *Statutory Declarations Act 1959* (Cth), and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Declared at <u>Mango Hill</u> on the	
<u>24</u> day of <u>April</u> 20 <u>23</u>	
Before me,	Guarantor's Signature
	
Solicitor	

(The Lender requires this declaration to be made before the solicitor set out in paragraph 2 above.)

MICHAEL JOHN KENNY  
SOLICITOR

QUEEN STREET LEGAL GROUP  
10TH LEVEL  
101 WICKHAM TERRACE  
BRISBANE QLD 4000