

# Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

## Commercial SuperCredit Loan Agreement and Guarantee Schedule

**\*The information in this Schedule is current as at 17 May 2019 (the disclosure date)\***

This document and the Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions annexed to this schedule contains all the contract terms of *your* loan. These do not, however, contain all the information that we are required by law to give *you*. Please ensure *you* read and understand all the documents we provide.

<b>CUSTOMER(S): K &amp; H Kim Super Pty Ltd ACN 631 717 916 As Trustee For The K &amp; H Kim Superfund</b>		<b>Group Loan no: 3022584</b>
<b>Loan Amount</b>	<b>\$812,500 made up of:</b>	
	• estimated fees and charges included in the <i>loan amount</i> (see below)	\$9,037.75
	• <b>estimated balance (payable to <i>you</i> or at <i>your</i> direction)</b>	<b>\$803,462.25</b>
<b>Interest Rate</b>	The <i>interest rate</i> that applies to <i>your</i> loan is a variable rate. That <i>interest rate</i> is <i>our interest rate</i> which applies to similar variable rate loans. That <i>interest rate</i> is 6.71% per annum at the date of this schedule.	
<b>Loan term</b>	20 years commencing from and including the <i>settlement date</i> .	
<b>Repayments</b>	During the principal and interest period you must make 240 monthly principal and interest repayments of \$6,188.65 each.  You must pay us the total amount owing on the date the final repayment is due, being the last day of the loan term, or, if you default, on the date it becomes due for payment under clause 7 of the attached standard Terms and Conditions.	

<b>SECURE FUNDING PTY LTD FEES AND CHARGES</b>	<b>Included in loan amount</b>	<b>Payable by you</b>
These fees and charges are payable in connection with this agreement.		
<b>Payable to us:</b>		
Agency Fee – payable on or before the <i>settlement date</i> to our settlement agent if settlement takes place outside of the central business district.	Not Ascertainable	\$0.00
Application Fee – As already paid.	\$0.00	\$545.00
Settlement Fee – payable on or before the <i>settlement date</i> . An application fee of \$545.00 has been paid and applied as a reduction to the settlement fee upon settlement.	\$7,173.75	\$0.00
Bank Cheque Charges – payable on or before the <i>settlement date</i> .	\$15.00 per cheque required by you	\$0.00
Bank Fee to transfer moneys into our solicitor's trust account or your account if required on the <i>settlement date</i> – payable on or before the <i>settlement date</i> .	\$25.00	\$0.00
Discharge Administration Fee – payable whenever you request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by us regardless of whether such discharge actually occurs.	\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges we incur when the <i>total amount owing</i> is repaid in full.	\$0.00	Not Ascertainable
Document Preparation Fee – payable on or before the <i>settlement date</i> .	\$695.00	\$0.00
Search Fees including both external searching costs and general administrative costs in relation to property, company or credit searches and this fee may be retained in whole or in part – payable on or before the <i>settlement date</i> .	\$140.00	\$0.00
Service Fee – payable on your loan monthly in arrears and included in your repayments.	\$0.00	\$30.00
Trust Review Fee – payable to us on or before the <i>settlement date</i> for each Trust included in a loan application and in relation to the additional processing and the additional documentation required (including vetting the Trust Deed).	\$0.00	\$495.00
Valuation Fee – payable on or before the <i>settlement date</i> .	\$0.00	\$1,485.00
Legal Fee (Denton's)		\$2,200.00
<b>Government charges</b>		
<b>Payable to the Government Revenue Office in New South Wales</b> (indicative only and to be advised before settlement).		
Transfer of Land Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Mortgage Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00

<b>SECURE FUNDING PTY LTD FEES AND CHARGES</b>	<b>Included in loan amount</b>	<b>Payable by you</b>
<b>Payable to Land Titles Office in New South Wales</b>		
Discharge Fee for Existing Mortgage – payable on or before the <i>settlement date</i> .	\$141.60	\$0.00
Mortgage Registration Fee – payable on or before the <i>settlement date</i> .	\$141.60	\$0.00
Property search fee.	\$14.20	\$0.00
Registration Fee on Transfer of Land – payable on or before the <i>settlement date</i> .	\$141.60	\$0.00
Withdrawal of Caveat – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
<b>Other charges</b>		
Panel Solicitors to attend settlement, stamping & registration etc. (estimate).	\$550.00	\$0.00
<b>Totals</b>	\$9,037.75	\$4,725.00
<b>Total fees and charges that are definitely payable</b>		<b>\$13,762.75</b>

<b>SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)</b>	<b>Payable by you (if applicable)</b>
These fees and charges <u>may</u> become payable in connection with this agreement.	
Account Resolution Fee – payable to <i>us</i> in relation to each loan that we refer to a collection specialist if <i>your loan</i> has been in default for at least 30 days on a day when a repayment is due after such a referral.	\$495.00
Default Administration Fee – payable to <i>us</i> in relation to each loan on each day on which a repayment is due and <i>you</i> have been in default for less than 90 days at any time in the period after the immediately preceding repayment was due.	\$95.00
Default Management Fee – payable to <i>us</i> in relation to each loan on each day on which a repayment is due and <i>you</i> have been in default for at least 90 days at any time in the period after the immediately preceding repayment was due.	\$195.00
Discharge Administration Fee – payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> regardless of whether such discharge actually occurs.	Not Ascertainable
Dishonour Fee – payable to <i>us</i> when a payment <i>you</i> make ( <i>such as</i> a direct debit, salary deduction or cheque) is dishonoured.	\$25.00 per dishonour
Document Fee – payable to <i>us</i> at the time <i>you</i> or a <i>security provider</i> request <i>us</i> to produce a document to the land titles office or its equivalent.	\$25.00 per document
Duplicate Fee – payable to <i>us</i> when we provide a copy of any statement, notice or other document at <i>your</i> request.	\$10.00 per copy
Funds Transfer Fee – payable to <i>us</i> in respect of the amount we incur with <i>our</i> bank for the transfer of funds to <i>our</i> solicitors or settlement agent.	\$48.00

<b>SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)</b>	<b>Payable by you</b> (if applicable)
Pay Out Fee – payable to <i>us</i> when <i>you</i> receive from <i>us</i> a written statement of the amount needed to pay out this agreement provided at <i>your</i> request.	\$10.00 for each statement
Title Production/Consent Agent’s Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.	\$250.00 per title
Valuation Fees – payable to <i>us</i> when we obtain a valuation of a property secured by a <i>security</i> or otherwise for the purpose of this loan after the <i>settlement date</i> .	As charged to <i>us</i> by other parties
Rebatable Commitment Fee (RCF) – debited to <i>your loan account</i> on the <i>settlement date</i> . The RCF forms part of the <i>total amount owing</i> . Interest will not be charged on the RCF at any time unless the <i>total amount owing</i> becomes due for payment as a result of <i>your</i> being in default (see clause 7). Further, we will credit <i>your</i> account with the RCF on the earlier of the date three years after the <i>settlement date</i> or the final day of the <i>loan term</i> (either, the “commitment date”), provided <i>your total amount owing</i> is at least 80% of the <i>scheduled balance</i> on the day before the <i>commitment date</i> , <i>you</i> have not ever been in default and <i>you</i> repay the <i>total amount owing</i> on the <i>commitment date</i> .	\$8,125.00
Expired Account Fee – payable to <i>us</i> on the date which is one month after the final day of the <i>loan term</i> and at monthly intervals until the <i>total amount owing</i> is repaid in full, in the event that the <i>total amount owing</i> is not repaid in full on or before the final day of the <i>loan term</i> .	\$8,125.00 per month

<b>OTHER DETAILS</b>	
<b>Redraw Availability</b>	Not Applicable.
<b>Default Rate</b>	<p>The <i>default rate</i> at any time equals:</p> <ul style="list-style-type: none"> <li>• the <i>interest rate</i> specified in, or notified under, this loan agreement and guarantee schedule from time to time; plus</li> <li>• a margin of 6.00% per annum.</li> </ul>

<b>SECURITY</b> (The following mortgages, other securities and guarantees, if any, have been or are to be taken by us)	
<b>Property</b>	Security address: 65 Madeline Street, STRATHFIELD SOUTH, NSW 2136 Mortgage status: New mortgage Registered number: Minimum building insurance: \$500,000.00 Name of mortgagor(s): K & H Kim Investment Pty Ltd ACN 631 987 767 As Trustee For The 65 Madeline St Strathfield South
<b>Guarantee(s)</b>	Guarantor name: K & H Kim Investment Pty Ltd ACN 631 987 767 As Trustee For 65 Madeline St Strathfield South Guarantor address: 15 Lindsay Street, CAMPSIE NSW 2194 Guarantor name: Kwi Nam Kim Guarantor address: 15 Lindsay Street, CAMPSIE NSW 2194 Guarantor name: Hye Young Kim Guarantor address: 15 Lindsay Street, CAMPSIE NSW 2194
<b>Property Trust</b>	65 Madeline St Strathfield South
<b>Property Trustee</b>	K & H Kim Investment Pty Ltd ACN 631 987 767 As Trustee For The 65 Madeline St Strathfield South

<b>SPECIAL CONDITIONS</b> (if any)
Evidence of 2019 superannuation contributions (customers have noted that they will be making contributions of \$25,000 each to the SMSF prior to settlement) Latest statement confirming funds totalling at least \$249,00 held by the SMSF (inclusive of any deposit paid)

**LOAN-TO-VALUATION RATIO:** Your loan-to-valuation ratio is **65.00%**.

### **OFFER BY SECURE FUNDING PTY LTD**

We, Secure Funding Pty Ltd, offer to lend *you* the *loan amount* on the terms and conditions set out in this schedule and the attached Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions, in which a reference to a schedule is a reference to this schedule.

To accept the offer, *you* must sign and date this document and return it to this office's mailing address within 14 days from the date of this offer. If *you* do not, the offer is automatically withdrawn.

**Authorised Officer: Marshall Clarke**

Mailing Address: Level 16, 535 Bourke Street  
Melbourne, Victoria 3000  
Australia

Signed on behalf of Secure Funding Pty Ltd

Date of Offer: 17 May 2019

.....

**ACCEPTANCE BY CUSTOMER**

**Select whichever is appropriate**

- I/We acknowledge that it has been recommended the I/we obtain independent legal advice in respect of the meaning and effect of this finance arrangement. I/We have been provided with an opportunity to obtain independent legal advice prior to entering into this arrangement, and have chosen not to do so.
- I/We have obtained independent legal advice about the meaning and effect of this finance agreement. I/We am able to provide a certificate of independent legal advice if requested by us.

**Before you sign, carefully read this agreement.**

By accepting this offer you (the customer):

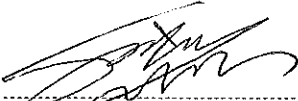
1. acknowledge that before signing this agreement you were given a copy of, and read this agreement; and
2. accept this agreement; and
3. declare that all the information you have given us is accurate and not misleading and you are aware that we are relying on it; and
4. acknowledge that before indicating that you intend to be bound, you have read the terms and conditions and schedule; and
5. acknowledge that every security interest held by us from you (including the securities) extends to the agreement between you and us which results from your acceptance of this agreement, in addition to all other liabilities secured by those security interests; and
6. declare that you understand that any mortgaged or secured property will be at risk if you default; and
7. acknowledge that we may pay a commission for the introduction of credit business where you have been introduced to us by a third party.


You must indicate that you intend to accept the offer by executing below.

**Executed by the Customer**

**EXECUTED BY** K & H Kim Super Pty Ltd ACN 631 717 916 As Trustee For K & H Kim Superfund in accordance with section 127 of the Corporations Act 2001:

Registered office: 15 Lindsay Street, CAMPSIE NSW 2194

  
 Signature of director 6/6/19  
 Date

  
 Signature of director 6/6/19  
 Date

KWI NAM KIM  
 Name of director (please print)

HYE YOUNG KIM  
 Name of director (please print)

15 Lindsay Street Campsie  
 Residential address (please print)  
 NSW 2194

15 Lindsay Street Campsie  
 Residential address (please print)  
 NSW 2194

**ACCEPTANCE BY GUARANTOR – INDIVIDUALS (MEMBERS OF SMSF)**

**Important Acknowledgment**

**Before The Guarantor Signs**

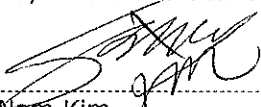
- The *guarantor* should read this agreement, including the *guarantee and indemnity* in clause 12 of the Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions and the terms relating to this agreement or financial obligation to be guaranteed.
- The *guarantor* should obtain independent legal and financial advice.
- The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

**Things The Guarantor Must Know**

- Understand that, by signing the *guarantee and indemnity* contained in this agreement, the *guarantor* may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and *our* expenses in enforcing the *guarantee and indemnity*.
- If the customer does not pay the *guarantor* must pay. This could mean the *guarantor* loses everything it owns including its home.

**Signed by each individual guarantor**

Signed, sealed and delivered by the guarantor

  
Kwi Nam Kim 6/6/19  
Date

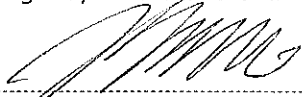
In the presence of the witness named below

  
Signature of Witness 6/6/19  
Date

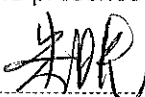
Joo Young Yu  
Name of Witness (please print)

Suite 2.9/56 Delhi Road North Ryde  
Address of Witness (please print) NSW 2113

Signed, sealed and delivered by the guarantor

  
Hye Young Kim 6/6/19  
Date

In the presence of the witness named below

  
Signature of Witness 6/6/19  
Date

Joo Young Yu  
Name of Witness (please print)

Suite 2.9/56 Delhi Road North Ryde  
Address of Witness (please print) NSW 2113

## ACCEPTANCE BY GUARANTOR – PROPERTY TRUSTEE

### Important Acknowledgment

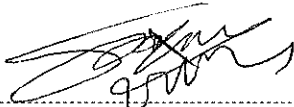
#### By signing this agreement the *Guarantor*:

- agrees to be bound by this agreement, including the *guarantee and indemnity* in clause 12 of the attached Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions and all other provisions of this agreement relevant to that *guarantee and indemnity* or binding on a *guarantor* or the *obligor*;
- declares that its attention has been drawn to the warnings set out on the front page of this agreement and below, and in particular the recommendation that legal and financial advice should be obtained before signing agreement;
- declares that it has obtained legal and financial advice as necessary or if it has not obtained such advice, declares that it does not regard any such advice as necessary and prefers to proceed without it; and
- declares that it is fully aware of the nature of, and risks in signing this agreement and is signing it voluntarily.

#### Signed by the property trustee

**EXECUTED BY** K & H Kim Investment Pty Ltd ACN 631 987 767 As Trustee For 65 Madeline St Strathfield South in accordance with section 127 of the Corporations Act 2001:

Registered office: 15 Lindsay Street, CAMPSIE NSW 2194



Signature of director



Signature of director

KWI NAM KIM

Name of director (please print)

HYE YOUNG KIM

Name of director (please print)

15 Lindsay Street Campsie  
Residential address (please print)  
NSW 2194

15 Lindsay Street Campsie  
Residential address (please print)  
NSW 2194

Date: 6 1 6 1 19