

#	DOCUMENT	<input checked="" type="checkbox"/>	PRINTING INSTRUCTIONS - ALL DOCUMENTS TO DATED	HELPFUL HINTS
1	Mortgage	<input type="checkbox"/>	2 copies to be signed and returned	Print single-sided and no scaling of the printout is permitted. Directors don't require witnessing
2	Direct Debit	<input type="checkbox"/>	1 copy to be completed, signed and returned	Note that the bank account for repayments needs to be in the name of the SMSF
3	Disbursement Authority	<input type="checkbox"/>	1 copy to be signed and returned	
4	SMSF Authority and Direction	<input type="checkbox"/>	1 copy to be signed, witnessed and returned	
5	SMSF Loan Agreement & Guarantee Schedule	<input type="checkbox"/>	1 copy to be signed, witnessed and returned	Please ensure the top of page 7 is completed
6	SMSF Financial Advice Acknowledgment Certificate	<input type="checkbox"/>	1 copy to be completed, signed and returned	Please Tick Box 1 if Individual SMSF Guarantors. Tick Box 2 if there is a company as SMSF Trustee.
7	SMSF Guarantee (Property Trustee)	<input type="checkbox"/>	1 copy to be signed, witnessed and returned	Page 2 to be dated and requires initialling by each guarantor.
8	SMSF Guarantee (SMSF Members)	<input type="checkbox"/>	1 copy to be signed, witnessed and returned	Page 2 to be dated and initialled by each guarantor. Acceptable witness is >18yo that is not related to the loan
9	SMSF Guarantors Indemnity Waiver	<input type="checkbox"/>	1 copy to be signed, witnessed and returned	
10	SMSF Minutes - All States	<input type="checkbox"/>	1 copy to be signed and returned	
11	SMSF Mortgage Side Deed	<input type="checkbox"/>	1 copy to be signed and returned	
12	SMSF Warranty re SIS Act Compliance	<input type="checkbox"/>	1 copy to be signed and returned	
13	Identifiers Certificate X 2	<input type="checkbox"/>	1 for each Individual Guarantor to be signed & dated by Guarantor and Authorised Person	Please provide BOTH Items from list 1 OR one item from all 3 Lists.
	Provide signed and dated Copies of ID	<input type="checkbox"/>	Signed and dated (Same Day As Form) by Authorised Person	Please provide BOTH Items from list 1 OR one item from all 3 Lists.
<p>A Certificate of Currency for the Property Insurance is required prior to settlement. Minimum cover of \$500,000 is required with 'Secure Funding Pty Ltd' noted as the 1st Mortgagee/Interested Party</p> <p>A sample copy of the Identifiers Certificate is attached for your reference</p> <p>Please provide the clients solicitor's email address</p>				

#	BELOW DOCUMENTS DO NOT REQUIRE SIGNING & RETURNING - COPIES OF ALL THE BELOW DOCUMENTS ARE TO BE RETAINED BY EACH BORROWER/GUARANTOR
1	Memorandum of Common Provisions - General
2	SMSF Guarantee Cover Letter - Property Trustee
3	SMSF Guarantee Cover Letter - SMSF Members
4	Covering Letter for Letter of Offer
5	SMSF Loan Agreement & Guarantee Ts&Cs - RES
6	Things you should know about guarantees

FURTHER INSTRUCTIONS	
o	All signed, completed and witnessed original documents are to be returned to: Liberty Financial Pty Ltd - Commercial Settlements Attention: Soheil/Jodie Level 16, 535 Bourke Street, Melbourne, VIC 3000
o	Please ensure that all approval conditions listed on the Formal Letter of Offer are provided prior to settlement
o	Please contact our office if upon printing the abovementioned documents the text is corrupt (I.e. squares appear within the text), as this matter cannot settle with corrupted documents

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference 3022584_7552500

For Office Use Only

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

MORTGAGE

Jurisdiction NEW SOUTH WALES

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

18/9011

Mortgagor

Name K & H KIM INVESTMENT PTY LTD
 ACN 631987767

Mortgagee

Name SECURE FUNDING PTY LTD
 ACN 081982872
 Australian Credit Licence 388133

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 AB846172

b) Additional terms and conditions NIL

Mortgagor Execution

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor or their representatives.

Executed on behalf of K & H KIM INVESTMENT PTY LTD

Signer Name

Signer Role

DIRECTOR

Signature

Execution Date



Executed on behalf of K & H KIM INVESTMENT PTY LTD

Signer Name

Signer Role

DIRECTOR

Signature



Execution Date

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents, has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

I certify that I am an eligible witness and that the mortgagee (or their attorney) who I have either known for more than 12 months, or I have sighted identifying documentation signed this mortgage in my presence.

Executed on behalf of SECURE FUNDING PTY LTD under power of attorney BOOK 4598 NO. 75

Signer Name

Signer Organisation

SECURE FUNDING PTY LTD

Signer Role

ATTORNEY

Full Name of Witness

Signature

Witness Signature

Execution Date

Witness Address

MORTGAGE WITNESSING REQUIREMENTS IN NSW

PARTY TO MORTGAGE	WHO MAY EXECUTE MORTGAGE?	DOES SIGNATURE HAVE TO BE WITNESSED?	WHO MAY BE THE WITNESS?
Mortgagor	The Mortgagor (individual).	Yes	<p>An "eligible witness", namely a person who:</p> <ol style="list-style-type: none"> 1. is over 18 years of age; 2. is not a party to the mortgage; and 3. has known the person who is signing the mortgage for at least a year or has taken reasonable steps to confirm the identity of the person. <p>See s117(4) <i>Real Property Act 1900</i> (NSW). The full name and address of the witness should be stated. (A PO Box or DX is not acceptable).</p>
	The Mortgagor (corporation).	Depends on the method of execution.	<p>Depends on the method of execution.</p> <p>For example, if a corporation executes a mortgage without using a common seal pursuant to section 127(1) of the <i>Corporations Act 2001</i> (Cth), the signatures of the directors and company secretary, as the case may be, do not need to be witnessed.</p> <p>If a corporation executes a mortgage with a common seal pursuant to section 127(2) of the <i>Corporations Act 2001</i> (Cth), the affixing of the seal must be witnessed by:</p> <ol style="list-style-type: none"> 1. 2 directors; or 2. a director and a company secretary; or 3. for a proprietary company that has a sole director who is also the sole company secretary - that director. <p>Other methods of execution authorised by a corporation's constitution or special resolution may require additional evidence to support the authority.</p>
	An attorney (individual) on behalf of the Mortgagor.	Yes	An eligible witness
	An attorney (corporation) on behalf of the Mortgagor.	Yes	Same as for a Mortgagor who is a corporation.
Mortgagee	The Mortgagee (individual).	Yes	An eligible witness.
	The Mortgagee (corporation).	Depends on the method of execution.	Same as for a Mortgagor who is a corporation.
	An attorney (individual) on behalf of the Mortgagee.	Yes	An eligible witness.
	An attorney (corporation) on behalf of the Mortgagee.	Depends on the method of execution.	Same as for a Mortgagor who is a corporation.
	An Australian Legal Practitioner	No	-
	A Licensed Conveyancer.	No	-

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference 3022584_7552500

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MORTGAGE

Jurisdiction NEW SOUTH WALES

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Name SECURE FUNDING PTY LTD
 ACN 081982872
 Australian Credit Licence 388133

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Terms and Conditions of this Mortgage

- (a) Document Reference AB846172
 (b) Additional terms and conditions NIL

Mortgagor Execution

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor or their representatives.

Executed on behalf of K & H KIM INVESTMENT PTY LTD

Signer Name

Signer Role

DIRECTOR

Signature

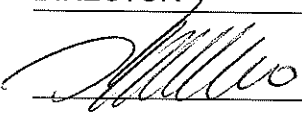


Execution Date

Executed on behalf of K & H KIM INVESTMENT PTY LTD

Signer Name _____

Signer Role DIRECTOR

Signature 

Execution Date _____

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents, has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

I certify that I am an eligible witness and that the mortgagee (or their attorney) who I have either known for more than 12 months, or I have sighted identifying documentation signed this mortgage in my presence.

Executed on behalf of SECURE FUNDING PTY LTD under power of attorney BOOK 4598 NO. 75

Signer Name _____

Signer Organisation SECURE FUNDING PTY LTD

Signer Role ATTORNEY

Full Name of Witness _____

Signature _____

Witness Signature _____

Execution Date _____

Witness Address _____

MORTGAGE WITNESSING REQUIREMENTS IN NSW

PARTY TO MORTGAGE	WHO MAY EXECUTE MORTGAGE?	DOES SIGNATURE HAVE TO BE WITNESSED?	WHO MAY BE THE WITNESS?
Mortgagor	The Mortgagor (individual).	Yes	<p>An "eligible witness", namely a person who:</p> <ol style="list-style-type: none"> 1. is over 18 years of age; 2. is not a party to the mortgage; and 3. has known the person who is signing the mortgage for at least a year or has taken reasonable steps to confirm the identity of the person. <p>See s117(4) <i>Real Property Act 1900</i> (NSW). The full name and address of the witness should be stated. (A PO Box or DX is not acceptable).</p>
	The Mortgagor (corporation).	Depends on the method of execution.	<p>Depends on the method of execution.</p> <p>For example, if a corporation executes a mortgage without using a common seal pursuant to section 127(1) of the <i>Corporations Act 2001</i> (Cth), the signatures of the directors and company secretary, as the case may be, do not need to be witnessed.</p> <p>If a corporation executes a mortgage with a common seal pursuant to section 127(2) of the <i>Corporations Act 2001</i> (Cth), the affixing of the seal must be witnessed by:</p> <ol style="list-style-type: none"> 1. 2 directors; or 2. a director and a company secretary; or 3. for a proprietary company that has a sole director who is also the sole company secretary - that director. <p>Other methods of execution authorised by a corporation's constitution or special resolution may require additional evidence to support the authority.</p>
	An attorney (individual) on behalf of the Mortgagor.	Yes	An eligible witness
	An attorney (corporation) on behalf of the Mortgagor.	Yes	Same as for a Mortgagor who is a corporation.
Mortgagee	The Mortgagee (individual).	Yes	An eligible witness.
	The Mortgagee (corporation).	Depends on the method of execution.	Same as for a Mortgagor who is a corporation.
	An attorney (individual) on behalf of the Mortgagee.	Yes	An eligible witness.
	An attorney (corporation) on behalf of the Mortgagee.	Depends on the method of execution.	Same as for a Mortgagor who is a corporation.
	An Australian Legal Practitioner	No	-
	A Licensed Conveyancer.	No	-

SECURE FUNDING PTY LTD
LEVEL 16, 535 BOURKE STREET
MELBOURNE VICTORIA 3000

Direct Debit Request Service Agreement

FAX: 03 8635 9999
EMAIL: SERVICE@LIBERTY.COM.AU

The following is your Direct Debit Service Agreement with Secure Funding Pty Ltd ABN 25 081 982 872, ACL 388 123, Direct Debit User Identification 400984 (Secure Funding). The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions	<p>Account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>Agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>Debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>Debit payment means a particular transaction where a debit is made.</p> <p>Direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>Us or we means Secure Funding (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>You means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>Your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<p>1.1 By signing a <i>direct debit request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>direct debit request</i> and this agreement for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the previous <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
2. Amendments by us	<p>2.1 <i>We</i> may vary any details of this agreement or a <i>direct debit request</i> at any time by giving <i>you</i> at least fourteen (14) days written notice.</p>

<p>3. Amendments by you</p>	<p>3.1 You may request a permanent change to <i>your debit payment</i>, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to: Secure Funding Pty Ltd Level 16, 535 Bourke Street Melbourne, Victoria 3000</p> <p>3.2 You may also request a temporary change to a <i>debit payment</i> due to financial hardship by contacting <i>us</i> directly on: 13 11 33.</p> <p>3.3 You may also request a change to a <i>debit payment</i> by arranging it through <i>your financial institution</i>, which is required to act promptly on <i>your</i> instructions.</p>
<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that:</p> <ul style="list-style-type: none"> (a) <i>your account</i> details are correct (including, without limitation, notifying us if <i>your account</i> is transferred or closed, and providing <i>us</i> with details of any new <i>account</i>); (b) <i>direct debit payments</i> are available from <i>your account</i> (including, without limitation, if <i>your financial institution</i> cancels your arrangement with <i>us</i>); (c) the account signing authorisation that <i>you</i> provide in <i>your direct debit request</i> is identical to the account signing authorisation held by <i>your financial institution</i> for <i>your account</i>; and (d) there are sufficient clear funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>. <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; (c) on 3 or more occasions, we may terminate this arrangement; (d) we may re-draw any unsuccessful <i>debit payment</i> every five (5) business days or at any greater interval we decide until the <i>debit payment</i> is successfully made; and (e) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the <i>debit payment</i>. <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p> <p>4.4 If we are liable to pay goods and services tax (GST) on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay <i>us</i> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>

<p>5. Dispute</p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, you should notify us directly on 13 11 33 and confirm that notice in writing with <i>us</i> as soon as possible so that we can resolve <i>your</i> query more quickly. Alternatively you can take it up with your financial institution direct.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<p>6.1 You should check:</p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions; (b) <i>your account</i> details which you have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.
<p>7. Confidentiality</p>	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of <i>our</i> employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If you wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, you should write to:</p> <p>Secure Funding Pty Ltd Level 16, 535 Bourke Street Melbourne, Victoria 3000</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking</i> day after posting.</p>

Comments Section

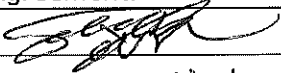
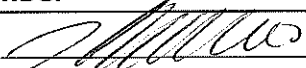
The current fee applicable to each unsuccessful *debit payment* is \$25.00.

SECURE FUNDING PTY LTD
LEVEL 16, 535 BOURKE STREET
MELBOURNE VICTORIA 3000

FACSIMILE: 03 8635 9999
EMAIL: SERVICE@LIBERTY.COM.AU

Direct Debit Request

Request and Authority to debit the account named below to pay Secure Funding Pty Ltd

Request & authority to debit	Your surname or company name <u>K & H KIM SUPER PTY LTD</u> / KIM Your given names or ABN/ARBN <u>51 186 153 228 / HYE YOUNG KWI NAM "you"</u> request and authorise Secure Funding Pty Ltd ABN 25 081 982 872 (Australian Credit Licence 388133) Direct Debit User Identification 400984 (Secure Funding) to arrange, through its own financial institution, a debit to <i>your nominated account</i> any amount Secure Funding has deemed payable by <i>you</i> in respect of Loan Number 3022584 . This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your account</i> held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.
Name & address of financial institution where account is held	Financial institution name <u>Commonwealth</u> Address <u>1 Harbour Street, Shop C4, Darling Walk, Sydney NSW, 2000</u>
Details of account to be debited	Name/s on account <u>K & H KIM SUPERFUND</u> BSB number (Must be 6 Digits) <u>067-167</u> Account number <u>22568195</u> Account type <u>Transaction Account</u> Payment frequency* (please tick) <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input checked="" type="checkbox"/> Monthly * Weekly or Fortnightly payments are calculated by dividing your monthly minimum payment by four (4) for weekly repayments and two (2) for fortnightly repayments. If you have elected weekly repayments, your first repayment will be one week after the settlement date of your loan and for fortnightly repayments, your first repayment will be one fortnight after the settlement date.
Acknowledgment	By signing and/or providing us with a valid instruction in respect to <i>your direct debit request</i> , you have understood and agreed to the terms and conditions governing the debit arrangements between <i>you</i> and Secure Funding as set out in this Request and in your Direct Debit Request Service Agreement.
Your signature & address <small>(If signing for a company, sign and print full name and capacity for signing e.g. director)</small>	Signature  Residential address <u>15 Lindsay Street Campsie NSW 2194</u> Email <u>sales@rainbowfloor.com.au</u> Mobile number <u>0409200800</u> Date <u>21/05/19</u> Signature  Residential address <u>15 Lindsay Street Campsie NSW 2194</u> Email <u>Sales@rainbowfloor.com.au</u> Mobile number <u>0409200800</u> Date <u>21/05/19</u>

DISBURSEMENT AUTHORITY



Account Number: **3022584**

I/We hereby authorise Secure Funding Pty Ltd or an authorised representative to disburse the loan settlement funds set out in the below manner. Some of the amounts may not be known at the time of signing, I/we therefore authorise an officer of Secure Funding Pty Ltd or my/our authorised representative to complete the payment amount details when they become known.

Payable to	Payment details	Amount
Vendor for Purchase	Funds provided at Settlement	\$
Fees	Retained per Loan Schedule	\$9,037.75 (estimate)
Total of funds disbursed		\$812,500.00

Payments processed by EFT or BPAY will be made the next business day following settlement. Please note, surplus funds will be credited to the account nominated on the Direct Debit Request.

AUTHORISED BY

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:	FULL NAME OF <i>KWIL NAM KIM</i> SECRETARY		<i>21/05/19</i>
	FULL NAME OF <i>HYE YOUNG KIM</i> SECRETARY		<i>21/05/19</i>

AUTHORITY AND DIRECTION

To: Secure Funding Pty Ltd and/or its Agent (**you**)

From: K & H Kim Investment Pty Ltd (ACN 631 987 767)
as trustee for 65 Madeline St Strathfield South (**Property Trustee**)

K & H Kim Super Pty Ltd (ACN 631 717 916)
as trustee for the K & H Kim Superfund (**Fund Trustee**)

Kwi Kim and Hye Kim (**Members**)

Loan To: K & H Kim Super Pty Ltd (ACN 631 717 916)
as trustee for K & H Kim Superfund (**Fund Trustee**)

Property: 65 Madeline Street, STRATHFIELD SOUTH NSW 2136

In consideration of settlement of this matter the Property Trustee, Fund Trustee and Members:

1. Undertake, where applicable, to comply with all requisitions made by the Registrar General of the Lands Titles Office, the Australian Securities Commission, and the State Revenue Office in connection with the executed mortgage documents and any collateral documents executed by the parties; and
2. Authorise you to:
 - (a) Complete the executed mortgage and loan documents and any collateral documents by inserting the date of such documents, and any other dates or details which may remain uncompleted; and
 - (b) Amend such documents by way of addition, omission or variation in any manner which may be requisite for the purpose of completing the same in order to give effect to the agreed terms and conditions of the advance and for the filing, stamping and/or registration of such documents.
3. Authorise and direct you to pay the sum of \$812,500 to your agent, or as they shall direct, and the receipt of your agent will be sufficient discharge for you. You and/or your agent are authorised to pay the said sum as they may be directed by the Fund Trustee and/or any of our solicitors.

This Authority and Direction is dated 21 / 05 / 2019

FUND TRUSTEE:

EXECUTED BY K & H Kim Super Pty Ltd in its capacity as Fund Trustee in accordance with section 127 of the Corporations Act 2001:

.....
Signature of Director 21/05/19
Date


.....
Name of Director (please print)
KIWI NAM KIM

.....
Signature of Director 21/05/19
Date

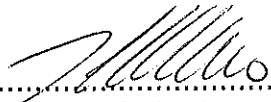
.....
Name of Director (please print)
HYE YOUNG KIM

PROPERTY TRUSTEE:

EXECUTED BY K & H Kim Investment Pty Ltd in its capacity as Property Trustee in accordance with section 127 of the Corporations Act 2001:

.....  21/05/19
Signature of Director Date


..... KWI NAM KIM
Name of Director (please print)


.....  21/05/19
Signature of Director Date

..... HYE YOUNG KIM
Name of Director (please print)

MEMBERS:

EXECUTED BY Kwi Nam Kim in their capacity as Member in the presence of:

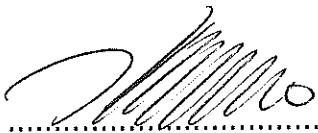
.....  21/05/19
Kwi Nam Kim Date

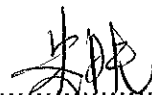
.....  21/05/19
Signature of Witness Date

..... JOO YOUNG YU
Name of Witness (please print)

..... Suite 1, level 7, 11 The Boulevard, Strathfield
Address of Witness (please print) NSW 2135

EXECUTED BY Hye Young Kim in their capacity as Member in the presence of:

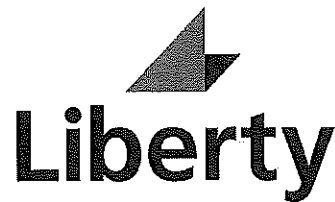
.....  21/05/19
Hye Young Kim Date

.....  21/05/19
Signature of Witness Date

..... JOO YOUNG YU
Name of Witness (please print)

..... Suite 1, level 7, 11 The Boulevard, Strathfield
Address of Witness (please print) NSW 2135

Financial Advice Acknowledgement Certificate



Borrower **K & H Kim Super Pty Ltd (ACN 631 717 916) As
Trustee For The K & H Kim Superfund**

Name of Superannuation
Fund (SMSF) **K & H Kim Superfund**

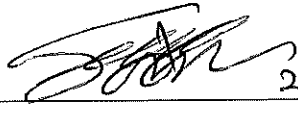
Address of property to be
purchased (Property) **65 Madeline Street, STRATHFIELD SOUTH NSW
2136**

Proposed Amount of Loan **\$812,500.00**

I/we make the following declarations as:

- Trustees of the SMSF named above; or
- Directors of the Proposed Borrower named above, the Trustee of the SMSF

1. I am/we are applying for a loan to be provided by Secure Funding Pty Ltd ACN 081 982 872 (**Lender**) to enable the SMSF named above to purchase the Property (**Loan**).
2. I/we have been given the opportunity to obtain legal and financial advice about the effects of the Loan and have been advised by the Lender to seek independent legal and financial advice in relation to the Loan.
3. Consequentially I/we confirm that I/we understand the legal and financial implications of the Loan, including the fact that the amount owing on the Loan must be repaid in full by the SMSF before the legal title to the Property can be transferred to the SMSF.
4. I/we further understand that if the application for the Loan is approved, personal guarantees from all members of the SMSF will be required and that if the Lender calls on these guarantees the members may be required to pay the amount claimed by the Lender under the guarantee personally (and not from the assets of the SMSF).
5. I understand the risks associated with gearing and direct property investment and freely wish to apply for the Loan.
6. I/we confirm that neither the Lender, its related body corporates or any of its employees or representatives has provided any advice in relation to legal, financial or taxation aspects of the Loan.



Signature of Trustee/Director Date 21/05/19
Name: **KWI NAM KIM**



Signature of Trustee/Director Date 21/05/19
Name: **HYE YOUNG KIM**

Guarantee and Indemnity By Property Trustee in favour of

Secure Funding Pty Ltd
ABN 25 081 982 872
Australian Credit Licence (ACL) 388133

*Date of this Guarantee and Indemnity: 17/05/2019

Warning

This is an important document.

By signing it you become personally responsible instead of, or as well as, the debtor up to the amounts which the debtor owes Secure Funding, even if you have given Secure Funding separate security.

In addition you can become responsible for additional amounts up to the maximum liability.

Secure Funding may be able to resort to any mortgage or other security which Secure Funding now holds or which you later give Secure Funding in relation to your own affairs, as security for the amounts covered by this document.

You should:

- seek independent legal and financial advice before signing this document; and***
- consider seeking, and if you think fit, obtain independent financial advice before signing this document; and***
- make, and continue to make, your own enquiries about the creditworthiness, financial position and honesty of the debtor.***

Guarantee and Indemnity by Property Trustee in favour of

Secure Funding Pty Ltd
ABN 25 081 982 872
Australian Credit Licence (ACL) 388133

Details

<p>Guarantor and Property Trustee K & H Kim Investment Pty Ltd ACN 631 987 767 as Trustee for the 65 Madeline St Strathfield South - 15 Lindsay Street, CAMPSIE NSW 2194</p>					
<p>Debtor K & H Kim Super Pty Ltd ACN 631 717 916 as Trustee for the Super Fund - 15 Lindsay Street, CAMPSIE NSW 2194</p>					
<p>Super Fund K & H Kim Superfund</p>					
<p>Our details Secure Funding Pty Ltd (ABN 25 081 982 872 Australian Credit Licence 388133) Tel: 03 8635 8888 Fax: 03 8635 9999 Address: Level 16, 535 Bourke Street, MELBOURNE VIC 3000</p>					
<p>Guaranteed agreement * Loan agreement between the <i>debtor</i> and <i>us</i>, dated on or about 17/05/2019 * for credit of approximately \$812,500</p>					
<p>Maximum amount</p>					
<p>What is the maximum amount we can require <i>you</i> to pay under this guarantee and indemnity?</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>*A</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX </div> </td> <td style="width: 10%; text-align: center; vertical-align: middle;"> <p>*B OR</p> </td> <td style="width: 30%; vertical-align: top;"> <p>The amount obtained by <i>us</i> in respect of the <i>purchased</i> property under our power of sale as mortgagee.</p> </td> <td style="width: 30%; vertical-align: top;"> <p style="text-align: center;">...K.N.K ...H.Y.K Guarantor initials</p> </td> </tr> </table>	<p>*A</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX </div>	<p>*B OR</p>	<p>The amount obtained by <i>us</i> in respect of the <i>purchased</i> property under our power of sale as mortgagee.</p>	<p style="text-align: center;">...K.N.K ...H.Y.K Guarantor initials</p>
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<p>*Cross out box A or B.</p>	<p>Box B applies only if it is completed. Otherwise, A applies.</p>				
<p>Date of guarantee and indemnity</p>					
<p style="font-size: 1.2em;">21 / 05 / 19</p>					

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Guarantee and Indemnity by Property Trustee in favour of Secure Funding Pty Ltd

The meaning of words printed *like this* and some other key words are explained in clause 6 at the end of these provisions.

1 Extent of *your* obligations

1.1 By signing this document, *you* could become liable to pay *us*:

- (a) under the guarantee in clauses 2.1 and 2.2;

(b) under the indemnity in clause 2.3; or

(c) enforcement expenses under clause 3.1.

However, the maximum amount *we* can require *you* to pay *us* is set out in the Details.

1 *You* are liable for all the obligations under this guarantee and indemnity both separately, on *your* own and jointly with any one or more other *persons* named in this guarantee and indemnity as Guarantor.

2 What *you* undertake in giving this guarantee and indemnity

Guarantee

2.1 *You* guarantee that the *debtor* will pay *us* all amounts *payable* under the *guaranteed agreement* when they are due. *Your* guarantee continues until all these amounts have been paid in full or *you* end the guarantee and indemnity under clause 3.3. *You* cannot otherwise withdraw from, end or limit this guarantee and indemnity.

2.2 If *we* ask, *you* must pay *us* any amount which the *debtor* does not pay *us* when it is due under the *guaranteed agreement*. *We* need not ask the *debtor* first to pay *us*.

Indemnity

2.3 *You* indemnify *us* against, and *you* must therefore pay *us* for, loss *we* suffer if:

(a) the *debtor* does not pay *us* any amounts that the *debtor* owes *us* under the *guaranteed agreement*; or

(b) *we* are prevented from recovering any such amount by the intervention of a legal rule; or

(c) the *debtor*:
i) exceeds or misuses powers; or
ii) does not have the capacity to borrow or to incur any other liability; or
iii) is affected by any other legal limitation, disability or incapacity; or

(d) any payment to *us* or arrangement relating to any such amount is or is claimed to be void or voidable or a preference; or

(e) the *debtor* becomes *insolvent*.

This indemnity is an additional obligation of yours which *we* may enforce against *you* as a principal *debtor* separately from *your* guarantee under 2.1.

This indemnity is a continuing obligation, separate and independent from *your* other obligations under this guarantee and indemnity. It continues after those other obligations end unless *you* end the guarantee and indemnity under clause 3.3 or it is ended by law.

3 Additional amounts you must pay

Enforcement expenses

3.1 You must pay us the expenses we incur in enforcing this guarantee and indemnity, including our legal expenses on a full indemnity basis.

Your own costs and other expenses

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

You may end this guarantee and indemnity

3.3 You may end your liability under this guarantee and indemnity at any time if you pay us:

- (a) the outstanding liability (which includes any amount which we determine to be a future or contingent liability) of the *debtor* at that time under the *guaranteed agreement* (whether or not we are able to enforce payment by the *debtor*) and all amounts payable by you under clause 3 at that time; or
- (b) any lesser amount to which your liability is limited by the terms of this guarantee and indemnity.

4 Changes to rights

Reinstatement of rights

4.1 Under law, a trustee in bankruptcy or liquidator may ask us to refund a payment we have received in connection with the *guaranteed agreement* or this guarantee and indemnity. To the extent we are obliged to, or we agree to, make a refund we may treat the payment as if it had not been made. We are then entitled to our rights against you under this guarantee and indemnity as if the payment had never been made. This applies despite anything else in this guarantee and indemnity or the fact that you may have ended it.

Our rights are protected

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

- (a) the fact that we vary or replace the *guaranteed agreement*, such as by increasing the credit limit, increasing the amount of credit agreed to be provided or extending the term; or
- (b) the fact that we give the *debtor* a concession, such as more time to pay; or
- (c) the fact that the *debtor* opens another account with us; or
- (d) the fact that we release, lose the benefit of or do not obtain any security; or
- (e) the fact that we do not register any security which could be registered; or

(f) the fact that we release any person who guarantees the *debtor's* obligations under the *guaranteed agreement*; or

(g) the fact that the obligations of any person who guarantees the *debtor's* obligations under the *guaranteed agreement* may not be enforceable; or

(h) the fact that any person who was intended to guarantee the *debtor's* obligations under the *guaranteed agreement* does not do so or does not do so effectively or that we do not take all or any of the securities specified at the end of these provisions; or

(i) the fact that rights in connection with the *guaranteed agreement* are assigned; or

(j) the death (or the receipt by us of notice of the death), mental or physical disability or insolvency of any person including the *debtor*; or

(k) the cessation of business by any firm or partnership which you or the *debtor* may comprise, or any change in the membership of that firm or partnership.

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

(a) any other guarantee or indemnity, or any security, right or remedy, to which we are entitled; or

(b) a judgment or order which we obtain against you in respect of an amount payable under this guarantee and indemnity.

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

4.4 If you or the *debtor* comprises a firm or partnership which ceases business or changes its membership, this guarantee and indemnity continues to bind you both before and after the cessation or change occurs.

4.5 If the *debtor* becomes insolvent and you have a right of proof or claim against the *debtor* for liabilities owing to you for any reason (except because of a payment you have made under this guarantee and indemnity), you agree to:

(a) exercise or not exercise that right as we direct; and

(b) pay to us all amounts you receive arising out of that right; and

(c) until we have received 100 cents in the dollar of all the amounts payable under the *guaranteed agreement*; and

(d) you authorise us to prove and recover against the *debtor* all amounts that you have paid under this guarantee and indemnity and place any amounts

we receive in the *insolvency* in a suspense account and appropriate them at *our* discretion; and

(e) *you* agree to pay *us* any amounts that *you* receive in the *debtor's insolvency* until we have been paid 100 cents in the dollar for all amounts which the *debtor* owes *us* and all amounts payable by *you* under this guarantee and indemnity.

4.6 *You* agree to assign to *us* on demand any securities that *you* hold at any time from the *debtor* in respect of *your* liabilities under this guarantee and indemnity.

Your rights are suspended

4.7 As long as an amount payable under the *guaranteed agreement* remains unpaid, *you* may not, without *our* consent:

(a) reduce *your* liability under this guarantee and indemnity by claiming that *you* or the *debtor* or any other person has a right of set-off or counterclaim against *us* (except to the extent *you* have a right of set-off granted by law which we cannot exclude by agreement); or

(b) claim the benefit of:

i) another guarantee or indemnity; or

ii) a mortgage, charge or other security given to *us* in connection with an amount payable under the *guaranteed agreement*; or

iii) this or any other guarantee or indemnity given in connection with the *guaranteed agreement* (for example, *you* may not try to enforce any mortgage we have taken to secure repayment of amounts payable under the *guaranteed agreement*); or

(c) claim an amount from another guarantor of the *debtor's* obligations under any right to recover any money *you* have paid or are required to pay *us*; or

(d) claim an amount in the *insolvency* of another guarantor of the *debtor's* obligations under the *guaranteed agreement* (including a person who has signed this guarantee and indemnity with *you*).

4.8 If *you* become liable for any payment under this guarantee and indemnity, then unless we otherwise agree, *you* waive any right of indemnity *you* may have at law in respect of any security described in the security details at the end of these provisions (including in particular any real property therein described) as a consequence of the payment.

What you acknowledge and declare

4.9 *You* acknowledge that *you* are responsible for making yourself aware of the

financial position of the *debtor* and any other person who guarantees the *debtor's* obligations under the *guaranteed agreement*.

4.10 *You* declare that *you* do not enter into this guarantee and indemnity as a trustee, unless *you* have told *us* otherwise in writing.

5 General

Set-off not allowed

5.1 *You* must pay any money *you* owe *us* under this guarantee and indemnity in full without setting off amounts *you* believe we owe *you* and without counterclaiming amounts from *us*.

When must you pay?

5.2 *You* must pay any amount payable to *us* under this guarantee and indemnity on the date we specify.

You must take further steps

5.3 *You* must promptly do anything we ask (such as obtaining consents, signing and producing documents, replying to questions, producing receipts and getting documents completed and signed) to:

(a) bind yourself under this guarantee and indemnity; and

(b) ensure that *your* obligations under this guarantee and indemnity are secured by any security intended to secure them (including any security described under the security details at the end of these provisions).

How we may exercise our rights

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

5.5 We may claim against *you* under this guarantee and indemnity before we enforce any of *our* rights or remedies:

(a) against the *debtor* or any other person; or

(b) under another document such as a guarantee or mortgage, charge or other security.

For example, we may ask *you* to pay *us* first without *our* having made the *debtor* bankrupt.

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

5.7 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

5.8 *Our* rights and remedies under this guarantee and indemnity are in addition to other rights and remedies provided by law independently of it or by any security (such as a mortgage).

5.9 Our rights and remedies under this guarantee and indemnity may be exercised by any of our directors, any of our employees whose job title includes the word manager or any other person we authorise.

How we may use money we receive

5.10 We may use any money paid by or for the debtor towards paying any part we choose of the amounts the debtor owes us (including paying any amount you do not guarantee). We may use any money paid by you under this guarantee and indemnity towards paying any part we choose of the amounts you owe us under this guarantee and indemnity.

5.11 We may place in a suspense account any payments we receive from you for as long as we reasonably think prudent.

Dealing with rights under this guarantee and indemnity

5.12 We may assign or otherwise deal with our rights under this guarantee and indemnity in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this guarantee and indemnity.

Consents

5.13 You must comply with all our requirements in any consent we give in connection with this guarantee and indemnity.

Inconsistent law

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

Our certificates

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

Variation or waiver

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

Notices, other communications and service of documents

5.17 Notices, certificates, consents, approvals and other communications in connection with this guarantee and indemnity must be in writing.

5.18 Communications from us may be signed by any of our directors or any of our employees whose job description includes the word leader or manager.

5.19 Communications to you may be addressed to you or if applicable, to any of

your directors, secretaries, managers or other officers and may be:

- (a) given personally; or
- (b) left at your registered office (if applicable), residential or business address last known to us; or
- (c) by post to your postal, residential, registered office or business address last known to us; or
- (d) sent by fax to your registered office, business or residential fax number last known to us; or
- (e) given in any other way permitted by law.

5.20 Communications for us must be:

- (a) given personally to one of our employees at:
 - i) our address given in the Details; or
 - ii) any other branch we tell you; or
 - iii) our registered office; or
- (b) sent by prepaid post or electronically (such as by fax or telex) to any of those places; or
- (c) given by any other means permitted by law.

5.21 A communication is taken to be given:

- (a) in the case of a communication given personally - on the date it bears or the date it is received by the person to whom it is addressed, whichever is the later; or
- (b) in the case of a communication sent by post - on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later; or
- (c) in the case of a communication sent by facsimile transmission or some other form of electronic transmission - on the date it bears or the date on which the machine from which it was sent produces a report indicating that the communication was sent to the facsimile or other number of the person to whom it is addressed, whichever is the later.

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

Your obligations and our rights are unaffected

5.23 Any present or future law that would otherwise vary your obligations under this guarantee and indemnity is excluded (to the extent allowed by law) if it affects our rights or remedies adversely.

Applicable law

5.24 This guarantee and indemnity is governed by the laws of the place where the *purchased property* is located. *You and we* submit to the non-exclusive jurisdiction of the courts of Victoria.

6 Meaning of words

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

the **guaranteed agreement** is described in the Details under Guaranteed agreement.

including, such as or **for example** when introducing an example does not limit the meaning of the words to which the example relates to that example or to examples of a similar kind.

insolvent means bankrupt, insolvent, in receivership, in receivership and management, in liquidation, in provisional liquidation, any form of administration, wound up, dissolved, subject to any arrangement, assignment or composition, protected from creditors under any statute, or in receipt of the benefit of any adjustment under statute of liabilities or of their enforcement. Insolvency has a corresponding meaning.

a **person is in insolvency** if they are insolvent or an insolvent under administration or have a controller appointed (each as defined in the Corporations Law), made bankrupt or any other action is commenced against them under the Bankruptcy Act, in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

payable in relation to an amount means an amount which is currently payable or will or may be payable in the future.

person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

purchased property means the property set out in the security details at the end of these provisions.

such as - see *including*.

we, us and our means Secure Funding Pty Ltd and its successors and assigns.

you and your means the individual or corporation/s named in the Details as Guarantor. If there are more than one, you means each of them separately and every two or more of them jointly. You includes your successors.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or (except in the case of the *guaranteed agreement*) replacement of it;
- law means common law, principles of equity and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and
- anything includes the whole and each part of it.

SPECIAL PROVISIONS

1. No Indemnity

Despite any other provision of this document or any right conferred or implied by law or statute, *your* rights against the *debtor* in respect of any payment, cost, expense or anything else arising from or relating to this guarantee and indemnity are limited to the *purchased property*. *For example*, if *you* pay any money to *us* in response to a demand for payment by *us*, *you* will only be entitled to recourse against the *purchased property* and will not be entitled to claim that amount back from any other asset of the *debtor*.

2. Own enquiries

We make no warranty or representation in relation to the structure under which the Property Trustee and the Super Fund has acquired the loan. *You* acknowledge that *you* have made *your* own enquiries in relation to the structure and have no claim whatsoever against *us* in relation to any aspect of the structure. *For example*, *you* have no claim against *us* if the entry into the structure, this document, or the transaction reflected by this document makes the Super Fund non-complying with any law or regulation. We may enforce this document in full despite any such non-compliance.

SECURITY

The following mortgages, other securities and guarantees, if any, have been or are to be taken by us:

PROPERTIES

The following mortgages secure this guarantee and indemnity:

1st priority registered mortgage
over the Purchased Property:

Mortgage Status: Minimum building
insurance amount:

65 Madeline Street, STRATHFIELD SOUTH, NSW
2136

New Mortgage \$500,000.00

Name of mortgagor(s) (owner):

Address:

K & H Kim Investment Pty Ltd ACN 631
987 767 as Trustee for the 65 Madeline
St Strathfield South

15 Lindsay Street, CAMPSIE NSW 2194

Other security

Name of security provider(s): Kwi Nam Kim

Description of security: Guarantee and Indemnity

To be taken

Already taken - give date and other details

Other security

Name of security provider(s): Hye Young Kim

Description of security: Guarantee and Indemnity

To be taken

Already taken - give date and other details

Signing page

GUARANTOR

By signing this guarantee and indemnity *you*:

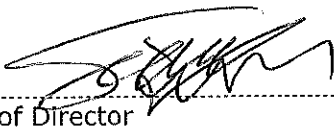
1. Request *us* to enter into the *guaranteed agreement* or not to immediately enforce the *guaranteed agreement* and *you* agree to be bound by the terms of this guarantee and indemnity in consideration of *us* doing so; and
2. Acknowledge and accept that each mortgage and other security *you* have given or will give extends to this guarantee and indemnity and that this guarantee and indemnity is therefore an agreement covered by each of those mortgages and other securities; and
3. Understand that the mortgaged or secured property will be at risk if *you* default under this guarantee and indemnity; and
4. Acknowledge that before signing this guarantee and indemnity *you* received and read a copy of the *guaranteed agreement* made or to be made between the debtor and *us* and each mortgage and other security given or to be given by *you*.


Warning: If the debtor is under 18 years old, the courts might not let *you* sue the debtor if *you* have to pay amounts under this guarantee and indemnity (i.e. *you* may not be entitled to an indemnity against the debtor).

EXECUTED as a deed

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

Registered Office: 15 Lindsay Street, CAMPSIE
NSW 2194


Signature of Director Date 21/05/19


Signature of Director Date 21/05/19

KWI NAM KIM
Name of Director (please print)

HYE YOUNG KIM
Name of Director (please print)

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

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

SECURE FUNDING PTY LTD

Signed on behalf of Secure Funding Pty Ltd

In the Presence of:

Signature Date

Signature of Witness Date

Name and Title (please print)

Name and Title (please print)

Guarantee and Indemnity By Super Fund Member in favour of

Secure Funding Pty Ltd
ABN 25 081 982 872
Australian Credit Licence (ACL) 388133

Date of this Guarantee and Indemnity: 17/05/2019

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In addition you can become responsible for additional amounts up to the maximum liability.

Secure Funding may be able to resort to any mortgage or other security which Secure Funding now holds or which you later give Secure Funding in relation to your own affairs, as security for the amounts covered by this document.

You should:

- seek independent legal and financial advice before signing this document; and***
- consider seeking, and if you think fit, obtain independent financial advice before signing this document; and***
- make, and continue to make, your own enquiries about the creditworthiness, financial position and honesty of the debtor.***

Guarantee and Indemnity By Super Fund Member in favour of

Secure Funding Pty Ltd
ABN 25 081 982 872
Australian Credit Licence (ACL) 388133

Details

Guarantor

Kwi Nam Kim – 15 Lindsay Street, CAMPSIE NSW 2194
 Hye Young Kim – 15 Lindsay Street, CAMPSIE NSW 2194

Debtor

K & H Kim Super Pty Ltd ACN 631 717 916 as Trustee for the Super Fund – 15 Lindsay Street, CAMPSIE NSW 2194

Super Fund

K & H Kim Superfund

Our details

Secure Funding Pty Ltd (ABN 25 081 982 872 Australian Credit Licence 388133)
 Tel: 03 8635 8888 Fax: 03 8635 9999
 Address: Level 16, 535 Bourke Street, MELBOURNE VIC 3000

Guaranteed agreement

* Loan agreement between the *debtor* and *us*, dated on or about 17/05/2019
 * for credit of approximately \$812,500
 (Note: this amount is not the maximum amount we can require *you* to pay. See below.)

Maximum amount

What is the maximum amount we can require <i>you</i> to pay under this guarantee and indemnity?	*A	XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX	*B OR	\$812,500 plus interest, fees and charges, including enforcement expenses.	..K..N..K ..H..Y..K. Guarantor initials
*Cross out box A or B.		Box B applies only if it is completed.	Otherwise, A applies.		

Date of guarantee and indemnity

21/05/19

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Guarantee and Indemnity by Super Fund Member in favour of Secure Funding Pty Ltd

The meaning of words printed *like this* and some other key words are explained in clause 6 at the end of these provisions.

1 Extent of *your* obligations

1.1 By signing this document, *you* could become liable to pay *us*:

- (a) under the guarantee in clauses 2.1 and 2.2;

(b) under the indemnity in clause 2.3; or

(c) enforcement expenses under clause 3.1.

However, the maximum amount *we* can require *you* to pay *us* is set out in the Details.

1.2 *You* are liable for all the obligations under this guarantee and indemnity both separately, on *your* own and jointly with any one or more other *persons* named in this guarantee and indemnity as Guarantor.

2 What *you* undertake in giving this guarantee and indemnity

Guarantee

2.1 *You* guarantee that the *debtor* will pay *us* all amounts *payable* under the *guaranteed agreement* when they are due. *Your* guarantee continues until all these amounts have been paid in full or *you* end the guarantee and indemnity under clause 3.3. *You* cannot otherwise withdraw from, end or limit this guarantee and indemnity.

2.2 If *we* ask, *you* must pay *us* any amount which the *debtor* does not pay *us* when it is due under the *guaranteed agreement*. *We* need not ask the *debtor* first to pay *us*.

Indemnity

2.3. *You* indemnify *us* against, and *you* must therefore pay *us* for, loss *we* suffer if the *guaranteed agreement* is unenforceable solely because of the *debtor's* death, *insolvency* or incapacity or because of any other act or omission by, or circumstance affecting, the *debtor*.

This indemnity is a continuing obligation, separate and independent from *your* other obligations under this guarantee and indemnity. It continues after those other obligations end unless *you* end the guarantee and indemnity under clause 3.3.

3 Additional amounts *you* must pay

Enforcement expenses

3.1 *You* must pay *us* the reasonable expenses *we* reasonably incur in enforcing this guarantee and indemnity.

***Your* own costs and other expenses**

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

***You* may end this guarantee and indemnity**

3.3 *You* may end *your* liability under this guarantee and indemnity at any time if *you* pay *us*:

- (a) the outstanding liability (which includes any amount which *we* determine to be a future or contingent liability) of the *debtor* at that time under the *guaranteed agreement* (whether or not *we* are able to enforce payment by

the *debtor*) and all amounts *payable* by *you* under clause 3 at that time; or

(b) any lesser amount to which *your* liability is limited by the terms of this guarantee and indemnity.

4 Changes to rights

Reinstatement of rights

4.1 Under law, a trustee in bankruptcy or liquidator may ask *us* to refund a payment *we* have received in connection with the *guaranteed agreement* or this guarantee and indemnity. To the extent *we* are obliged to, or *we* agree to, make a refund *we* may treat the payment as if it had not been made. *We* are then entitled to *our* rights against *you* under this guarantee and indemnity as if the payment had never been made. This applies despite anything in the guarantee and indemnity or the fact that *you* may have ended it.

Our rights are protected

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

(a) the fact that *we* vary or replace the *guaranteed agreement*, *such as* by increasing the credit limit, increasing the amount of credit agreed to be provided or extending the term; or

(b) the fact that *we* give the *debtor* a concession, *such as* more time to pay; or

(c) the fact that the *debtor* opens another account with *us*; or

(d) the fact that *we* release, lose the benefit of or do not obtain any security; or

(e) the fact that *we* do not register any security which could be registered; or

(f) the fact that *we* release any *person* who guarantees the *debtor's* obligations under the *guaranteed agreement*; or

(g) the fact that the obligations of any *person* who guarantees the *debtors* obligations under the *guaranteed agreement* may not be enforceable; or

(h) the fact that any *person* who was intended to guarantee the *debtors* obligations under the *guaranteed agreement* does not do so or does not do so effectively; or

(i) the fact that rights in connection with the *guaranteed agreement* are assigned; or

(j) the death (or the receipt by *us* of notice of the death), mental or physical disability or *insolvency* of any *person* *including you* or the *debtor*.

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

(a) any other guarantee or indemnity, or any security, right or remedy, to which *we* are entitled; or

(b) a judgment or order which *we* obtain against *you* in respect of an amount *payable* under this guarantee and indemnity.

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

Your rights are suspended

4.4 As long as an amount *payable* under the *guaranteed agreement* remains unpaid, *you* may not, without *our* consent:

(a) reduce *your* liability under this guarantee and indemnity by claiming that *you* or the *debtor* or any other *person* has a right of set-off or counterclaim against *us* (except to the extent *you* have a right of set-off granted by law which *we* cannot exclude by agreement); or

(b) claim the benefit of:

i) another guarantee or indemnity; or

ii) a mortgage, charge or other security given to *us* in connection with any amount *payable* under the *guaranteed agreement*; or

iii) this or any other guarantee or indemnity given in connection with the *guaranteed agreement*; or

(c) claim an amount from another guarantor of the *debtor's* obligations under any right to recover any money *you* have paid or are required to pay *us*; or

(d) claim an amount in the *insolvency* of another guarantor of the *debtor's* obligations under the *guaranteed agreement* (*including a person* who has signed this guarantee and indemnity with *you*).

4.5 If *you* become liable for any payment under this guarantee and indemnity, then unless *we* otherwise agree, *you* waive any right of indemnity *you* may have at law in respect of any security described in the security details at the end of these provisions (*including* in particular any real property therein described) as a consequence of the payment.

What you acknowledge and declare

4.6 *You* acknowledge that *you* are responsible for making yourself aware of the financial position of the *debtor* and any other

person who guarantees the *debtors* obligations under the *guaranteed agreement*.

4.7 You declare that you do not enter into this guarantee and indemnity as a trustee, unless you have told us otherwise in writing.

5 General

Set-off not allowed

5.1 You must pay any money you owe us under this guarantee and indemnity in full without setting off amounts you believe we owe you and without counterclaiming amounts from us.

When must you pay?

5.2 You must pay any amount payable to us under this guarantee and indemnity on the date we specify.

You must take further steps

5.3 You must promptly do anything we ask (such as obtaining consents, signing and producing documents, replying to questions, producing receipts and getting documents completed and signed) to:

(a) bind yourself under this guarantee and indemnity; and

(b) ensure that your obligations under this guarantee and indemnity are secured by any security intended to secure them (including any security described under Security).

How we may exercise our rights

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

5.5 We may claim against you under this guarantee and indemnity before we enforce any of our rights or remedies:

(a) against the *debtor* or any other person; or

(b) under another document such as a guarantee or mortgage, charge or other security.

For example, we may ask you to pay us first without our having made the *debtor* bankrupt.

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

5.7 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

5.8 Our rights and remedies under this guarantee and indemnity are in addition to other rights and remedies provided by law independently of it or by any security (such as a mortgage).

5.9 Our rights and remedies under this guarantee and indemnity may be exercised by any of our directors, any of our employees

whose job title includes the word manager or any other person we authorise.

How we may use money we receive

5.10 We may use any money paid by or for the *debtor* towards paying any part we choose of the amounts the *debtor* owes us (including paying any amount you do not guarantee). We may use any money paid by you under this guarantee and indemnity towards paying any part we choose of the amounts you owe us under this guarantee and indemnity.

5.11 We may place in a suspense account any payments we receive from you for as long as we reasonably think prudent.

Dealing with rights under this guarantee and indemnity

5.12 We may assign or otherwise deal with our rights under this guarantee and indemnity in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this guarantee and indemnity.

Consents

5.13 You must comply with all our requirements in any consent we give in connection with this guarantee and indemnity.

Inconsistent law

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

Our certificates

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

Variation or waiver

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

Notices, other communications and service of documents

5.17 Notices, certificates, consents, approvals and other communications in connection with this guarantee and indemnity must be in writing.

5.18 Communications from us may be signed by any of our directors or any of our employees whose job description includes the word leader or manager.

5.19 Communications to you may be:

(a) given personally; or

(b) left at your residential or business address last known to us; or

- (c) by post to *your* postal or residential or business address last known to *us*; or
- (d) sent by fax to *your* residential or business fax number last known to *us*; or
- (e) given in any other way permitted by law.

5.20 Communications for *us* must be:

- (a) given personally to one of *our* employees at *our* address given in the Details; or
- (b) sent by prepaid post or electronically (*such as* by fax or telex) to any of those places; or
- (c) given by any other means permitted by law.

5.21 A communication is taken to be given:

- (a) in the case of a communication given personally - on the date it bears or the date it is received by the *person* to whom it is addressed, whichever is the later; or
- (b) in the case of a communication sent by post - on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later; or
- (c) in the case of a communication sent by facsimile transmission or some other form of electronic transmission - on the date it bears or the date on which the machine from which it was sent produces a report indicating that the communication was sent to the facsimile or other number of the *person* to whom it is addressed, whichever is the later.

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

Your obligations and our rights are unaffected

5.23 Any present or future law that would otherwise vary *your* obligations under this guarantee and indemnity is excluded (to the extent allowed by law) if it affects *our* rights or remedies adversely.

Applicable law

5.24 This guarantee and indemnity is governed by the laws of the place where the *purchased property* is located. *You* and *we* submit to the non-exclusive jurisdiction of the courts of Victoria.

6 Meaning of words

debtor means the *person* or *persons* named in the Details as *Debtor*. If there are more than one, *debtor* means each of them separately

and every two or more of them jointly. *Debtor* includes their successors and assigns.

the **guaranteed agreement** is described in the Details under Guaranteed agreement.

including, such as or **for example** when introducing an example does not limit the meaning of the words to which the example relates to that example or to examples of a similar kind.

a **person is in insolvency** if they are insolvent or an insolvent under administration or have a controller appointed (each as defined in the Corporations Law), made bankrupt or any other action is commenced against them under the Bankruptcy Act, in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

payable in relation to an amount means an amount which is currently *payable* or will or may be *payable* in the future.

person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

purchased property means the property set out in the Security details at the end of these provisions.

such as - see *including*.

we, us and our means Secure Funding Pty Ltd (ABN 25 081 982 872) and its successors and assigns.

you and your means the *person* or *persons* named in the Details as Guarantor. If there are more than one, *you* means each of them separately and every two or more of them jointly. *You* includes *your* successors.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or (except in the case of the *guaranteed agreement*) replacement of it;
- law means common law, principles of equity and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and
- anything includes the whole and each part of it.

SPECIAL PROVISIONS

1. No indemnity

Despite any other provision of this document or any right conferred or implied by law or statute, *your* rights against the *debtor* in respect of any payment, cost, expense or anything else arising from or relating to this guarantee and indemnity are limited to the *purchased property* and *you* will not be able to claim any amount back from any other assets of the *debtor*.

2. Own enquires

We make no warranty or representation in relation to the structure under which the Property Trustee and the Super Fund has acquired the loan. *You* acknowledge that *you* have made *your* own enquiries in relation to the structure and have no claim whatsoever against *us* in relation to any aspect of the structure. *For example, you* have no claim against *us* if the entry into the structure, this document, or the transaction reflected by this document makes the Super Fund non-complying with any law or regulation. We may enforce this document in full despite any such non-compliance.

SECURITY

The following mortgages, other securities and guarantees, if any, have been or are to be taken by us:

PROPERTIES

The following mortgages stand as security for this guarantee and indemnity:

Not Applicable

Other security

Name of security provider(s):

K & H Kim Investment Pty Ltd ACN 631 987 767 as Trustee for the 65 Madeline St Strathfield South

(Property Trustee)

Description of security: Guarantee and Indemnity

Secured by a mortgage over:

65 Madeline Street, STRATHFIELD SOUTH, NSW 2136

(Purchased Property)

* To be taken

Already taken - give date and other details

Signing page

GUARANTOR

By signing this guarantee and indemnity *you*:

1. request *us* to enter into the *guaranteed agreement* or not to immediately enforce the *guaranteed agreement* and *you* agree to be bound by the terms of this guarantee and indemnity in consideration of *us* doing so; and
2. acknowledge and accept that each mortgage and other security *you* have given or will give extends to this guarantee and indemnity and that this guarantee and indemnity is therefore an agreement covered by each of those mortgages and other securities; and
3. understand that the mortgaged or secured property will be at risk if *you* default under this guarantee and indemnity; and
4. acknowledge that before signing this guarantee and indemnity *you* received and read a copy of the *guaranteed agreement* made or to be made between the *debtor* and *us* and each mortgage and other security given or to be given by *you*.

Warning: If the *debtor* is under 18 years old, the courts might not let *you* sue the *debtor* if *you* have to pay amounts under this guarantee and indemnity (i.e. *you* may not be entitled to an indemnity against the *debtor*).

EXECUTED as a deed

BEFORE YOU SIGN

- READ THIS GUARANTEE 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 creditworthiness, financial position and honesty of the *debtor*.


IMPORTANT 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, sealed and delivered by the guarantor

.....
Kwi Nam Kim  21/05/19
Date

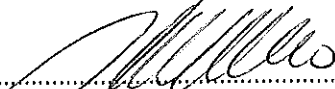
In the presence of the witness named below

.....
Signature of Witness  21/05/19
Date


JOO YOUNG YU
.....
Name of Witness (please print)

SUITE 1, LEVEL 7, 1 THE BOULEVARDE.
.....
Address of Witness (please print)
STRATHFIELD, NSW, 2135

Signed, sealed and delivered by the guarantor


.....
Hye Young Kim Date

In the presence of the witness named below


.....
Signature of Witness Date
21/05/19

JOO YOUNG YU
.....
Name of Witness (please print)

SUITE 1, LEVEL 7, 1 THE BOULEVARDE
.....
Address of Witness (please print)
STRATHFIELD, NSW, 2135

SECURE FUNDING PTY LTD			
Signed on behalf of Secure Funding Pty Ltd		In the Presence of:	
..... Signature Date Signature of Witness Date
..... Name and Title (please print)	 Name and Title (please print)	

THIS DEED made on 21 / 05 / 19

BETWEEN: K & H Kim Investment Pty Ltd ACN 631 987 767 of 15 Lindsay Street, CAMPSIE NSW 2194
("Property Trustee")

AND: K & H Kim Super Pty Ltd ACN 631 717 916 of 15 Lindsay Street, CAMPSIE NSW 2194 as trustee for the K & H Kim Superfund ("Borrower")

AND: Kwi Nam Kim of 15 Lindsay Street, CAMPSIE NSW 2194
Hye Young Kim of 15 Lindsay Street, CAMPSIE NSW 2194
and the Property Trustee ("Guarantor(s)")

RECITALS:

- (a) Secure Funding Pty Ltd ABN 25 081 982 872 ("Lender") has made or will make a loan to the Borrower ("Loan").
- (b) The security for repayment of the Loan includes a guarantee by the Property Trustee supported by a mortgage ("Mortgage") granted by the Property Trustee over the property located at 65 Madeline Street, STRATHFIELD SOUTH NSW 2136 ("Purchased Property").
- (c) The Guarantor has guaranteed and indemnified or intends to guarantee and indemnify the Lender in respect of the Loan ("Guarantee").
- (d) The Guarantor has agreed to limit its right to indemnity against the Borrower to the Purchased Property.

THIS DEED WITNESSES:

1. Limited Recourse

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

2. Contribution by Guarantor

Despite any other provision of any document or any right conferred by law or statute, if under the Guarantee the Guarantor makes any payment (in cash or in kind – for example as a result of any security provided by the Guarantor being sold by the mortgagee), the Property Trustee will not transfer the Purchased Property to the Borrower unless and until the Guarantor has been repaid the amount of that payment.

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; and
- (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

BORROWER:

Signed, sealed and delivered by K & H
Kim Super Pty Ltd in its capacity as
Borrower:


.....
Signature of Director Date 21/05/19

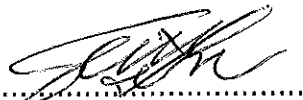

.....
Signature of Director Date 21/05/19

KWI NAM KIM
.....
Name of Director
(BLOCK LETTERS)

HYE YOUNG KIM
.....
Name of Director
(BLOCK LETTERS)

PROPERTY TRUSTEE:

Signed, sealed and delivered by K & H
Kim Investment Pty Ltd in its capacity as
Property Trustee and Guarantor:


.....
Signature of Director Date 21/05/19


.....
Signature of Director Date 21/05/19

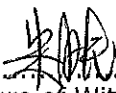
KWI NAM KIM
.....
Name of Director
(BLOCK LETTERS)

HYE YOUNG KIM
.....
Name of Director
(BLOCK LETTERS)

GUARANTORS:

Signed, sealed and delivered by **Kwi Nam Kim** in their capacity as Guarantor in the presence of:


.....
Kwi Nam Kim
21/05/19
Date



.....
Signature of Witness
21/05/19
Date

JOO YOUNG YU
.....
Name of Witness (please print)

SUITE 1, LEVEL 7, 1 THE BOULEVARDE
.....
Address of Witness (please print)
STRATHFIELD NSW 2135

Signed, sealed and delivered by **Hye Young Kim** in their capacity as Guarantor in the presence of:


.....
Hye Young Kim
21/05/19
Date


.....
Signature of Witness
21/05/19
Date

JOO YOUNG YU
.....
Name of Witness (please print)

SUITE 1, LEVEL 7, 1 THE BOULEVARDE
.....
Address of Witness (please print)
STRATHFIELD NSW 2135

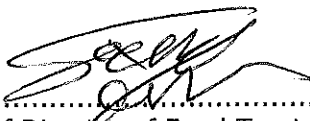
MINUTES OF MEETING OF K & H KIM SUPER PTY LTD ACN 631 717 916 AS TRUSTEE FOR THE K & H KIM SUPERFUND

Present: Kwi Nam Kim and Hye Young Kim

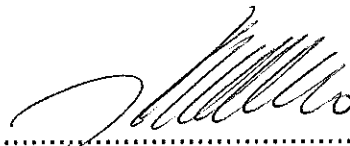
1. In accordance with the provisions of section 67A of the Superannuation Industry (Supervision) Act 1993 (SIS Act), K & H Kim Super Pty Ltd ACN 631 717 916 (Fund Trustee) in its (their) capacity as trustee(s) for the K & H Kim Superfund (Fund):
 - (a) Directs K & H Kim Investment Pty Ltd ACN 631 987 767 (Property Trustee) to establish the 65 Madeline St Strathfield South (Property Trust) and act as the bare trustee for the Property Trust; and
 - (b) Resolves to contribute together with such other amounts as are required and to borrow from Secure Funding Pty Ltd (Loan) for the purpose of acquiring a beneficial interest in the property known as (Property) for \$812,500. The terms of the Loan are set out in the document tabled.
2. The Property is beneficially acquired by the Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund by using monies provided by the Fund and the Loan.
3. The legal title in the Property is to be acquired by the Property Trustee(s) for the Property Trust and the Property is to be held by the Property Trustee(s) upon the terms set out in the Property Trust Deed.
4. The Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund will be responsible for making all payments of principal, interest, fees, costs and charges in respect of the Loan. In default, the lender's rights (or any other person's rights) against the Fund Trustee(s) as trustee of the Fund are limited to the rights in relation to the Property and the rights of the Property Trustee(s) which are contained in the Property Trust Deed.
5. The Property Trust Deed provides that:
 - (a) The Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund will be entitled to all income derived from the Property;
 - (b) The Fund Trustee(s) in its (their) capacity as trustee(s) for the K & H Kim Superfund will be responsible for payment of all expenses in relation to the Property; and
 - (c) The Fund Trustee(s) of the Fund will have the right to acquire legal ownership of the Property from the Property Trustee(s) at any time upon request and payment of the final instalment under the Loan.
6. The beneficial ownership of the Property is acquired by the Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund and the Property will be used for purposes consistent with the provisions of the SIS Act.
7. The Fund Trustee(s) and the members considered within the context of the foregoing that the acquisition of the Property funded by debt is consistent with the investment strategy for the Fund, is in the members' interest and is permitted under the trust deed for the Fund.

RESOLVED that the Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund enter into the Loan and acquire beneficial interest in the Property.

Dated: 21/05/2019



Signature of Director of Fund Trustee



Signature of Director of Fund Trustee

KWI NAM KIM, Director

Name and Title (please print)

HYE YOUNG KIM, Director

Name and Title (please print)

THIS DEED made on 21, 05, 19

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

AND: K & H Kim Investment Pty Ltd ACN 631 987 767 of 15 Lindsay Street, CAMPSIE NSW 2194 as trustee for the Property Trust ("**Mortgagor**")

AND: K & H Kim Super Pty Ltd ACN 631 717 916 of 15 Lindsay Street, CAMPSIE NSW 2194 as trustee for the K & H Kim Superfund ("**Fund Trustee**")

RECITALS:

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

THIS DEED WITNESSES:

1. Defined meanings

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

2. Provisions deemed incorporated in the Mortgage

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

3. Definitions and interpretation

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

Property Trust means 65 Madeline St Strathfield South.

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

Purchased Property means 65 Madeline Street, STRATHFIELD SOUTH NSW 2136.

Fund means K & H Kim Superfund.

Fund Trustee means K & H Kim Super Pty Ltd ACN 631 717 916 as trustee for the Fund.

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

Interpretation

In this document unless the context otherwise requires:

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

Schedule

1. Background

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

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

Accordingly the following provisions apply to this Mortgage.

2. What this mortgage secures

Despite any other provision of this mortgage:

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

3. Limited Recourse

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

4. Dealing with the Purchased Property

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

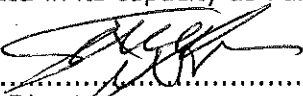
5. Own enquires

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

EXECUTED as a deed

FUND TRUSTEE:

Signed sealed and delivered by K & H Kim Super Pty Ltd in its capacity as Fund Trustee:


.....
Signature of Director

KWI NAM KIM
.....
Name of Director
(please print)

Date: 21 / 05 / 19

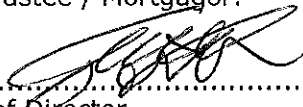

.....
Signature of Director

HYE YOUNG KIM
.....
Name of Director (please print)

Date: 21 / 05 / 19

PROPERTY TRUSTEE:

Signed sealed and delivered by K & H Kim Investment Pty Ltd in its capacity as Property Trustee / Mortgagor:


.....
Signature of Director

KWI NAM KIM
.....
Name of Director
(please print)

Date: 21 / 05 / 19


.....
Signature of Director

HYE YOUNG KIM
.....
Name of Director
(please print)

Date: 21 / 05 / 19

WARRANTY BY SMSF TRUSTEE

K & H Kim Super Pty Ltd ACN 631 717 916

warrant as follows:

1. I am/We are the director(s) of K & H Kim Super Pty Ltd ACN 631 717 916 of 15 Lindsay Street, CAMPSIE NSW 2194 ("Fund Trustee"), for the K & H Kim Superfund ("Superannuation Fund").
2. The Superannuation Fund is a complying regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act, 1993 (Cth) ("SIS Act").
3. The acquisition of 65 Madeline Street, STRATHFIELD SOUTH NSW 2136 ("Purchased Property") is not a prohibited "related party" transaction and the intended use of the Purchased Property will not be a prohibited "in-house asset" within the meaning of the SIS Act.
4. The whole of the deposit was provided by and the whole of the balance of the purchase money will be paid by the Fund Trustee as trustee for the Superannuation Fund.
5. The Superannuation Fund has the power to acquire real estate, borrow money, charge assets of the fund to secure repayment of that money, and provide indemnities.
6. The acquisition of the Purchased Property and the transaction as detailed in the Loan Agreement are within the written investment strategy of the Superannuation Fund.
7. The Fund Trustee has not entered into any other borrowings related to this Superannuation Fund except as disclosed to Secure Funding Pty Ltd ABN 25 081 982 872 ("Secure Funding").

Dated:21/05/19.....

Signature of Director of SMSF Trustee

Signature of Director of SMSF Trustee

.....
Signature

.....
Signature

.....
Name and Title (please print)

.....
Name and Title (please print)