

BORROWER CHECKLIST



**Re: Super Fund Home Loan for Lucrative & Secure
Investments Pty Ltd ACN 162 110 983 Atf Queenan
Superannuation Fund
Loan Number S.211.0899546.00**

YOUR HOME LOAN AGREEMENT



The Loan Agreement is made up of the Loan Offer and the Residential Loan Agreement general terms and conditions booklet.

The Loan Offer contains all the details of your St.George home loan. We enclose copies of the Loan Agreement for each borrower to retain. Be sure to keep these documents in a safe place for your future reference.

We also enclose an additional copy of the Loan Offer. Once all borrowers have carefully read the Loan Agreement, and are ready to accept the offer, all borrowers must sign the additional copy of the offer provided and return it to St.George.

Details in the Loan Offer cannot be changed. Any changes made to the Loan Offer without our consent will render the Loan Agreement void.

If you have any questions about your Loan Agreement please contact your St.George Lender.

NEW SOUTH WALES MORTGAGE



The enclosed mortgage/s must be signed by all mortgagors, in black pen, where indicated. The mortgagor's signatures must be witnessed by a person over the age of 18 years who personally knows the mortgagors. Full address, including postcode, must be supplied by the witness.

Also enclosed are copies of the mortgage/s for each mortgagor along with the Mortgage Memorandum of Provisions Registered No. AF751541 which are to be retained by each mortgagor.

Prior to returning the mortgage, please arrange for this document to be stamped at the Office of State Revenue for the full amount of the loan.

DIRECTION TO PAY & UNDERTAKING



The enclosed Direction to Pay & Undertaking must be read and then signed by all borrowers where indicated.

GUARANTEE & INDEMNITY

A requirement of this loan and/ or the terms and conditions of this loan are that a Guarantee & Indemnity must be obtained. This is referred to in the Loan Agreement Offer or the Terms and Conditions of the Loan.

The Guarantee & Indemnity together with our requirements have been sent directly to the Guarantor/s.

We will, however, require all documentation and requirements of the Guarantor/s to be returned prior to us authorising settlement of the loan.

Information You Need to Provide

Transfer of Land - New South Wales

This document is to register the proposed transfer of ownership of the property at
31 Midshipman Circuit , Corlette , NSW 2315

It will also confirm the amount paid for the property and must be stamped by the Office of State Revenue before or at settlement.

Please note, at settlement we will require a Notice of Sale or eNOS Summary Report.

What you need to do

Send us a copy of the Transfer. Your solicitor or conveyancer will be able to provide you with a copy.

A copy of the Transfer is to be provided prior to requesting the settlement booking.

DEED OF TRUST DECLARATIONS AND UNDERTAKINGS

The trustees and beneficiaries of the Superannuation Fund and the Security Custodian must each sign the enclosed Deed of trust declarations and undertakings.



Return to Bank

St. George Bank
A Division of
Westpac Banking Corporation
ABN 33 007 457 141
AFSL and Australian credit licence 233714
4 - 16 Montgomery Street
Kogarah NSW 2217

Bank use only

Borrower: **Lucrative & Secure Investments Pty Ltd Acn 162 110
983 Atf Queenan Superannuation Fund Abn 86 431
701 505**

Property: **31 Midshipman Circuit
Corlette NSW 2315**

Loan No: **S.211.0899546.00**

RESIDENTIAL LOAN AGREEMENT OFFER

This agreement is not regulated by the National Credit Code.

IMPORTANT NOTE

This document does not contain all the terms of your loan agreement or all of the information we are required by law to give you before the loan agreement is made. Further terms and information are in the Residential Loan Agreement General Terms and Conditions (effective 23 May 2016).

Important - the information in this *Offer* is current as at 1/11/2016 (the *disclosure date*).

This loan *offer* and any agreement arising from it replaces all previous *offers* or agreements under this loan reference account number.

The meaning of words printed *like this* and some other key words is explained in the "Meaning of words" clause at the end of the Residential Loan Agreement General Terms and Conditions.

This is a St.George Super Fund Home Loan.

Financial information table

LOAN AMOUNT	\$343000.00		
ANNUAL PERCENTAGE RATE	<p>For 3 year(s) from the <i>settlement date</i> ("the fixed rate period"), the <i>annual percentage rate</i> is a fixed interest rate.</p> <p>The fixed interest rate is our advertised Super Fund 3 year fixed rate with principal and interest repayments last published by us on or before the <i>settlement date</i>. The Super Fund 3 year fixed rate with principal and interest repayments is currently 5.090% per annum.</p> <p>From the end of the fixed rate period you are under the variable rate option and the <i>annual percentage rate</i> is our <i>Super Fund</i> variable rate. That rate is 5.550% per annum at the <i>disclosure date</i>.</p>		
REPAYMENTS	<p>You must make 360 monthly <i>principal and interest repayments</i> over the <i>loan term</i> of 30 years as follows:</p> <ul style="list-style-type: none"> • 36 repayments of \$1873.00 each during the fixed rate period, and • 324 repayments of \$1963.00 each under the variable rate. The final repayment may be less than the other repayments as it will equal the <i>total amount owing</i> at the end of the <i>loan term</i>. <p>(The above figures and amounts are estimates which assume that payments will be made on time and that the interest rate(s) and fees and charges will not change after the <i>disclosure date</i>).</p> <p>The first repayment is due one month after the <i>settlement date</i> but if the <i>settlement date</i> is the 29th, 30th or 31st of the month, the first repayment is due on the 28th of the next month.</p>		
FEES AND CHARGES		Payable by you from your own funds on or before the <i>settlement date</i>	Payable after the <i>settlement date</i> by being debited to your loan account
These fees and charges are payable in connection with this loan agreement	St.George charges (payable to us)		
	Establishment fee	\$1500.00	
	Additional bank legal fee – payable where this loan agreement includes any one or more of: a second or subsequent mortgage; or <i>security property</i> under a Qualified, Old System or Company Titles or Shared Equity arrangement; or guarantee; or a Company or trustee.	\$615.00	

Mortgage discharge fee - payable when you payout a loan or we discharge a mortgage (\$350.00 per mortgage)		\$350.00
Administration Fee of \$12.00 per month starting from the <i>settlement date</i> - included in your loan repayments. (The amount shown in the column opposite is the total for the full <i>loan term</i> ; the total amount payable during any progressive drawdown period is unascertainable)		\$4320.00
Settlement Processing fee	\$100.00	
Bank cheque fee – payable for each bank cheque required for loan proceeds (\$10.00 per bank cheque).	Unascertainable	
Stamp duty (payable to the government on or before the <i>settlement date</i>)		
Mortgage stamp duty	\$0.00	
Guarantee stamp duty	\$0.00	
(all payable to stamp duties office in New South Wales)		
Other government charges		
Property search fee - payable to the relevant government land registry. For each title search in:		
NSW \$14.00	\$14.00	
Mortgage registration fee - payable to the relevant government land registry for registration of a mortgage. For each mortgaged property in:		
NSW \$136.30	\$136.30	
Discharge of mortgage registration fee - payable to the relevant government land registry when a discharge of mortgage is to be registered For each mortgaged property in:		
NSW \$136.30		\$136.30
Total payable by you from your own funds on or before the <i>settlement date</i> (to the extent ascertainable)	\$2365.30(a)	
Total debited to your loan account after the <i>settlement date</i> (to the extent ascertainable)		\$4806.30(b)
Total fees and charges which are definitely payable ((a)+(b)) (to the extent ascertainable)	\$7171.60	

<p>These fees and charges <u>may</u> become payable to us in connection with this agreement</p>	<p>St.George charges (payable to us)</p> <p><i>Prepayment break costs</i> are payable, if before the end of the fixed rate period you:</p> <ul style="list-style-type: none"> • prepay the <i>total amount owing</i>; or • make prepayments in excess of the prepayment threshold; or • are in default so that the <i>total amount owing</i> becomes immediately due for payment. <p><i>Switch break costs</i> are payable, if before the end of the fixed rate period you:</p> <ul style="list-style-type: none"> • change to another interest rate option (fixed or variable); or • change the repayment type. <p>Switch/conversion fee - payable when converting your loan to a different interest rate or repayment type.</p> <p>Second mortgage consent fee - payable when you request us to consent to a second mortgage (you may also have to pay a production fee).</p> <p>Consent to subdivision, leases, easements etc fee - payable when you request us to consent to registration of a sub-division, consolidation, lease, easement or other plan or dealing.</p> <p>Production of title fee - payable when you request us to produce the certificate(s) of title to a <i>security</i> property to enable registration of a plan or dealing.</p> <p>Substituting securities on existing home loan fee - payable when you request us to substitute an existing <i>security</i> on your home loan.</p> <p>Redraw fee - payable for each request for a redraw of repayments made in advance.</p> <p>Interest in Advance Fee – payable each time you request and pay the interest in advance</p> <p>Additional valuation fee - payable if we decide after the <i>disclosure date</i> that we want to carry out an additional valuation - payable at the time of valuation, for each valuation conducted:</p> <p>Partial discharge assessment fee - payable when you ask us to release part of a real property mortgage <i>security</i> (whether or not we agree to your request)</p> <p>Payment dishonour fee - payable whenever a direct debit order for payment from another institution is dishonoured</p> <p>St.George service charges (payable to us on provision of service)</p>	<p>Unascertainable. Calculated using the <i>break costs method</i>:(see “Break Costs” clause in the Residential Loan Agreement General Terms and Conditions)</p> <p>Unascertainable. Calculated using the <i>break costs method</i>:(see “Break Costs” clause in the Residential Loan Agreement General Terms and Conditions)</p> <p>\$500.00 per conversion</p> <p>\$100.00 per request</p> <p>\$350.00 per request</p> <p>\$100.00 per request</p> <p>\$500.00 per request</p> <p>\$50.00 per written request \$10.00 per request made via Internet or Phone Banking</p> <p>\$150.00 per request</p> <p>from.\$184.50</p> <p>\$350.00 per request</p> <p>\$9.00 per direct debit</p>
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Fee for a photocopy of a loan, security or other document	\$10.00 per document
Fee for duplicate or interim home loan statement	\$10.00 per statement period
Fee for a customer requested interest recalculation	\$30.00 per recalculation
Fee for a special clearance on a deposited cheque	\$16.00 per cheque
Fee for a copy of a deposit form	\$10.50 per form
Processing fee - payable each time you make any repayment on your loan over the counter in a branch or by cash or cheque	\$3.00 per transaction
Arrears letter fee - payable when we send you an arrears letter relating to an overdue amount	\$9.00
Government charges	
Property search fee - payable if we decide after the <i>disclosure date</i> that we want to carry out an additional search. Payable at time of search.	
For each title search in:	
NSW	\$14.00
Production fee - payable when you request us to produce the certificate(s) of title to a security property to enable registration of a plan or dealing	
For each certificate of title produced in:	
NSW	\$42.00
NOTE	
Under this agreement, any of the following information which is given above may be changed, and without your approval:	
<ul style="list-style-type: none"> • <i>annual percentage rate</i>, name or description or value of any base rate, reference rate or any applicable margin (including, amongst other things, the loyalty rate discount), including by substituting a new base rate or reference rate or substituting or adding a new margin • amount, method of calculation, number, frequency or time for payment of repayments, or period over which repayments are to be paid • total amount of interest charges or repayments • amount and type of fees and charges and when they are payable (including by imposing new fees and charges or changing the method of calculation of a fee or charge). 	
However, if your <i>annual percentage rate</i> is fixed for a period, the <i>annual percentage rate</i> cannot be changed during that period.	

Other information

Who receives the *loan amount*?

The *loan amount* is to be paid as follows:

To St.George (in payment of other unpaid fees due on or before settlement)	\$2215.00
To you (or as you direct)	\$340785.00
Total	\$343000.00

Time limit for borrowing the *loan amount*:

You must borrow the *loan amount* within 3 months of the *disclosure date*.

SECURITY

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

Mortgage - Security property 1	
Name of mortgagor(s) (Owner):	Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583
1ST priority registered mortgage	Title reference: FOLIO IDENT 426/772091
Property address: 31 Midshipman Circuit Corlette NSW 2315	
TO BE TAKEN	
Minimum building insurance amount:	\$0
Guarantee and indemnity From SECURITY CUSTODIAN	
Name of guarantor(s):	Lucrative & Secure Investments No.1 Pty Ltd
Address: 117 Foreshore Drive Salamander Bay NSW 2317	
To Be Taken	
Guarantee and indemnity From SELF MANAGED SUPERFUND BENEFICIARY	
Name of guarantor(s):	Carla Anne Queenan
Address: 117 Foreshore Drive Salamander Bay NSW 2317	
To Be Taken	
Guarantee and indemnity From SELF MANAGED SUPERFUND BENEFICIARY	
Name of guarantor(s):	Dane Robert Queenan
Address: 117 Foreshore Drive Salamander Bay NSW 2317	
To Be Taken	

LOAN TYPE Established home loan

LOAN CATEGORY Residential investment loan

INTEREST RATE OPTION Fixed rate option: Your loan is under the fixed rate option for a fixed rate period of 3 year(s) and 0 month(s) from the *settlement date*. From the end of the fixed rate period, your loan automatically is under the variable rate option for the remainder of the *loan term*.

REPAYMENT AUTHORITY You authorise us to transfer the amount of each repayment from your nominated account:
Account no: 0000423447859

In the name(s) of: **Lucrative & Secure Investments Pty Ltd Atf Queenan Superannuation Fund**

DEFAULT RATE The *default rate* of interest at any time equals the *annual percentage rate* at that time plus a margin of 3.000% per annum. Therefore, if the *annual percentage rate* changes, so does the *default rate*.

At the *disclosure date*, the *default rate* is 8.090% per annum. (see "Default interest charges" clause in the Residential Loan Agreement General Terms and Conditions)

SPECIAL SETTLEMENT REQUIREMENTS These conditions apply in addition to the Residential Loan Agreement General Terms and Conditions:

The following Special Conditions apply in relation to you and are in addition to and will be taken to be part of the Residential Loan Agreement General Terms and Conditions. To the extent there are any inconsistencies between these Special Conditions and the Residential Loan Agreement General Terms and Conditions, these Special Conditions will prevail.

Key words

In addition to clause 46 of the Residential Loan Agreement General Terms and Conditions further words printed *like this* are explained in clause 6 below.

1. Use

You must use the *loan amount* only for the purpose of acquiring property conforming to your investment guidelines to be held by the *security custodian* on trust for you as an investment.

2. Acknowledgement

You acknowledge that the *security custodian* holds the *Security property* on trust for you.

3. Requirements

We only have to lend you the *loan amount* (or any part of it) if, in addition to the requirements in the Residential Loan Agreement General Terms and Conditions:

- a) we have received the following duly completed and executed in the form supplied by us or otherwise in form and substance satisfactory to us:
 - a mortgage of the *security property* (with annexures) signed by the *security custodian*;
 - a guarantee and indemnity signed by the *security custodian*;
 - a custodian trust deed signed by the *security custodian* and you; and
 - an SMSF deed of trust declaration and undertakings signed by you, the *security custodian* and each of the beneficiaries of the *superannuation fund*; and
- b) we have received or been shown a copy of an insurance policy or a certificate of currency satisfactory to us:
 - i. noting our interest as mortgagee and the interest of the *security custodian*;
 - ii. which shows that each *security property* specified in the *offer* under "Security" is insured (as required under each *security*) on a replacement and reinstatement basis and the *security custodian* had provided public liability insurance to us to our satisfaction;
 - iii. for at least the amount of cover specified in the *offer* under "Security"; and
 - iv. you and the *security custodian* are insured against public liability with respect to the property; and
- c) when *third party security* is being given:
 - i. our securities department or solicitors have confirmed that each *third party security provider* has received a copy of the *Offer*, the Residential Loan Agreement General Terms & Conditions booklet and the *security* documents; and
 - ii. We have received:
 - for borrowers in all States other than New South Wales, South Australia and Western Australia, a certificate of independent legal advice satisfactory to us for each *third party security provider* from a solicitor who does not work for the firm of solicitors acting for you or the firm acting for us in relation to your loan; or
 - for borrowers in the States of New South Wales, South Australia and Western Australia, a statutory declaration satisfactory to us by each *third party security provider* that they have received independent legal advice prior to signing the *security* documents; and
- d) you have given us in a form satisfactory to us:
 - i. documents constituting the *superannuation fund* and its investment guidelines; and
 - ii. a declaration that you have complied with the Superannuation Industry

- (Supervision) Act 1993 (Cth); and
- iii. a copy of the contract of sale of the property that will be held by the *security custodian*; and
- e) you have satisfied us that you enter this loan agreement and acquire the *security property*:
- i. through the *security custodian*;
 - ii. as trustee of the *superannuation fund*;
 - iii. in accordance with your duties and powers; and
 - iv. in accordance with your investment guidelines; and
- f) we have received, in relation to you in a form satisfactory to us:
- i. for borrowers in all States other than New South Wales, South Australia and Western Australia, a certificate of independent legal advice satisfactory to us from a solicitor who does not work for the firm of solicitors acting for us in relation to your loan; or
 - ii. for borrowers in the States of New South Wales, South Australia and Western Australia, a statutory declaration from you satisfactory to us stating that you have received independent legal advice prior to signing this loan agreement; and
- g) we have received, in relation to you in a form satisfactory to us:
- a certificate of financial advice satisfactory to us.

4. Carved outs

- a) During the *loan term* the following clauses in the Residential Loan Agreement General Terms and Conditions, do not apply to your loan:
 - Redrawing amounts (clause 21)
- b) **Information statement:** If the Borrower is a corporate borrower, then the National Credit Code does not apply to this loan. The Information Statement section of the Residential Loan Agreement General Terms and Conditions does not apply to your loan agreement.

5. Payment methods

Despite the "Payment methods" clause in the Residential Loan Agreement General Terms and Conditions, regular repayments **must** be made by automatic transfer from your nominated St.George transaction account or from an account you hold at another financial institution. You cannot make regular repayments over the counter at a branch or by post.

6. Meaning of words in this loan agreement (in addition to those contained in the Residential Loan Agreement General Terms and Conditions):

- *security custodian* means the *security custodian* specified in a custodian trust deed.
- *superannuation fund* means the *superannuation fund* of which you are trustee.
- *third party security* means *security* provided by someone other than you or the *security custodian*.
- *third party security provider* means someone who provides *security* other than you or the *security custodian*.
- For the purposes of the Residential Loan Agreement General terms and Conditions *security* includes each document referred to in clause 3(a) of these Special Conditions.

7. Limited Recourse

7.1 Limit

Despite any other provision of this loan agreement, we may not have recourse to you or your

assets. We may only have recourse for the *total amount owing* under this loan agreement to the *security property* and its proceeds to be available to us as a result of a realisation of the *security property* (after payment of enforcement costs etc).

7.2 Nominee

Clause 7.1 does not affect your obligations to the *security custodian*.

7.3 Unrestricted remedies

(a) **(Charges and guarantees)** Subject to sub-paragraph (b), nothing in clause 7.1 (**Limit and release**) limits us in:

- exercising our rights or powers under:
 - the mortgage in relation to the *security property*;
 - *third party security*; or
 - any guarantee;
 - obtaining an injunction or other order to restrain any breach of this loan agreement by any party; or
 - obtaining declaratory relief.

(b) **(Limited agency)** In exercising any right, power or remedy under this loan agreement, neither we nor any receiver, receiver and manager, agent or attorney appointed under this loan agreement shall incur, or have the authority to incur, any liability on your behalf of or for your account except a liability which is itself subject to the limitation in clause 7.1 (**Limit and release**).

(c) **(Amount owing)** For the purpose of determining the liability of any guarantor or any *third party security provider* in relation to the *total amount owing* the limit on your liability under clause 7.1 (**Limit and release**) will be disregarded.

7.4 Restricted remedies

Except as provided in clause 7.3 (**Unrestricted remedies**), we will not, in relation to any liability for which you are not liable under clause 7.1 (**Limit and release**):

- a) **(judgment)** obtain a judgment for the payment of money or damages by you;
- b) **(statutory demand)** issue any demand under s459E(1) of the Corporations Act 2001 (or any analogous provision under any other law) against you;
- c) **(winding up)** apply for the winding up or bankruptcy of you;
- d) **(execution)** levy or enforce any distress or other execution to, on or against any of your assets other than the *security property*;
- e) **(court appointed receiver)** apply for the appointment by a court of a receiver to any of your assets other than the *security property*; and
- f) **(set-off or counterclaim)** exercise or seek to exercise any set-off or counterclaim against you, or take proceedings for any of the above and we waive our rights in respect of those applications and proceedings.

8. Other things you must do

8.1 Security custodian must comply with the mortgage

You must ensure that the *security custodian* complies with all its obligations under any mortgage of the *security property* it gives in your favour.

CONTACT DETAILS**St.George contact**

The person at St.George to contact about this offer is:

Name: **Broker Mortgage Services**
 Branch address: **Po Box 3607 Parramatta 2150**
 Tel: **1300137532** Fax:

Our solicitor or securities department contact

Name: **NSW Customer Mortgage Services**
 Address/DX: **4-16 Montgomery St Kogarah 2217**
 Tel: **1300883183** Fax: **0299522897**

Borrower's solicitor

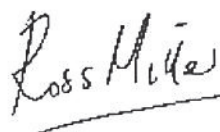
Name: **Wood Conveyancing, Richard Wood**
 Address/DX: **Po Box 231 Nelsons Bay 2315**
 Tel: **0249810866** Fax: **0249849149**

Offer from St.George

We offer to lend you the *loan amount* on the terms and conditions set out in this *Offer* and the separate Residential Loan Agreement General Terms and Conditions booklet (dated **23 May 2016**). (In that separate booklet, a reference to the "*Offer*" is a reference to this *Offer*.)

To accept the offer, you must sign and date this document and return it to us at our address given under "Contact details" within 28 days from the date of this offer (or such later date to which we in our discretion may agree). If you do not, the offer is automatically treated as withdrawn.

Signed on behalf of St.George
by:



Ross Miller, General Manager St. George Retail
 Name of authorised officer
 Date of offer **1/11/16**

Acceptance by borrower

By signing this document you:

1. accept the offer set out in this Residential Loan Agreement *Offer*,
2. declare that all the information you have given us is accurate and not misleading and you are aware that we are relying on it,
3. acknowledge that before signing this document you received and read a copy of:
 - the Residential Loan Agreement General Terms and Conditions referred to above; and
 - schedule of progress payments and stages, if you have a construction loan,
4. consent to us giving to each guarantor or prospective guarantor named under "Security":
 - a copy of this document or any *security* (whether signed or unsigned), and
5.

acknowledge that each *security* described in the section headed "Security" extends to the resulting loan agreement between you and us and that that resulting loan agreement is an agreement covered by each of those *securities*. You declare that you understand that the mortgaged or other secured property will be at risk if you default,
6. agree to notify us promptly in writing if you change your address,
7. declare that the information you gave in your application for this loan (including any declaration as to the purpose of the loan) is still correct and not misleading.

This agreement is not regulated by the National Credit Code.

IMPORTANT

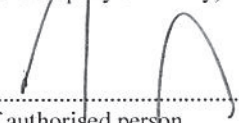
BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything you do not understand.

THINGS YOU MUST KNOW

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

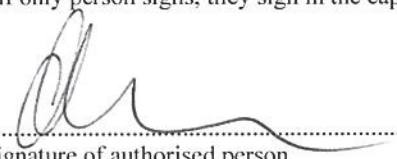
Signed by **Lucrative & Secure Investments Pty Ltd** ACN 162 110 983 Atf **Queenan Superannuation Fund** ABN 86 431 701 505 in accordance with Section 127(1) of the Corporation Act (and if only person signs, they sign in the capacity as Sole Director/Sole Company Secretary).


Signature of authorised person

DAVE ROBERT QUEENAN
Name of authorised person

DIRECTOR
Position of authorised person

5.11.2016


Signature of authorised person

CADLA ANNE QUEENAN
Name of authorised person

DIRECTOR
Position of authorised person

5.11.2016

Form: 05M

MORTGAGE

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

Licence: 06-02-727

New South Wales

Licencee: Westpac Banking Corporation

Real Property Act 1900

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

426/772091

(B) LODGED BY

Delivery
Box

127X

Name, Address or DX and Telephone

LLPN: 132651R

Reference (optional): S.211.0899546.00

FMS

Locked Bag 3009

Australia Square 1215

Tel: 02 9229 3100

CODE

M

(C) MORTGAGOR

Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583

(D)

mortgages to the mortgagee all the mortgagor's estate and interest in the land and covenants with the mortgagee that the provisions set out in the memorandum No.AF751541 filed pursuant to Section 80A of the Real Property Act, 1900 are incorporated in this mortgage.

(E)

Encumbrances (if applicable): 1. 2. 3.

(F) MORTGAGEE

Westpac Banking Corporation (ABN 33 007 457 141)
Australian credit licence 233714

CODE

MW

(G)

DATE

dd/mm/yyyy

(H) Corporation With Seal

Certified correct for the purpose of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the [Director/Secretary/Sole Director/Secretary] whose signature(s) appear(s) below.

Corporation: Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583

Authority: section 127 of the Corporations Act 2001.

Signature of Authorised person:.....

Signature of Authorised person:.....

Name of Authorised person: DANE ROBERT QUEENAN

Office held: Director/Secretary/Sole Director/Secretary]

(delete title not applicable)

Name of Authorised person: CARLA ANNE QUEENAN

Office held: [Director/Secretary/Sole Director/Secretary]

(delete title not applicable)

Corporation Without Seal

Certified correct for the purpose of the Real Property Act 1900 and executed on behalf of the corporation named below by the [Director/Secretary/Sole Director/Secretary] whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583

Authority: section 127 of the Corporations Act 2001.

Signature of Authorised person:.....

Signature of Authorised person:.....

Name of Authorised person: DIANE ROSE QUEENAN

Name of Authorised person: CARLA DIANE QUEENAN

Office held: Director/Secretary/Sole Director/Secretary]
(delete title not applicable)

Office held: [Director/Secretary/Sole Director/Secretary]
(delete title not applicable)

I certify that I am an eligible witness and that the authorised officer of the Mortgagee signed this dealing in my presence. [See note* below]"

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of Witness:

Name of Witness:

Address of Witness:

Signature of Authorised Officer:

Authorised Officer's Name:

Authority of Officer:

Signing on behalf of:

Annexure A to Mortgage

Mortgagor: Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583

Mortgagee: Westpac Banking Corporation (ABN 33 007 457 141)

1. Key Words

The meaning of words printed like this and of some other common key words is explained in clause 4 of this Annexure, and in clause 36 of the Memorandum of Provisions referred to in clause 5 of this Annexure.

Corporation With Seal

Certified correct for the purpose of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the [Director/Secretary/Sole Director/Secretary] whose signature(s) appear(s) below.

Corporation: Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583

Authority: section 127 of the Corporations Act 2001.

Signature of Authorised person:..... Signature of Authorised person:.....

Name of Authorised person:..... Name of Authorised person:.....

Office held: [Director/Secretary/Sole Director/Secretary] Office held: [Director/Secretary/Sole Director/Secretary]
(delete title not applicable) (delete title not applicable)

Corporation Without Seal

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Corporation: Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583

Authority: section 127 of the Corporations Act 2001.

Signature of Authorised person:..... Signature of Authorised person:.....

Name of Authorised person: DANIEL ROBERT GREENAN Name of Authorised person: CARLA ANNE GREENAN

Office held: [Director/Secretary/Sole Director/Secretary] Office held: [Director/Secretary/Sole Director/Secretary]
(delete title not applicable) (delete title not applicable)

I certify that I am an eligible witness and that the authorised officer of the Mortgagee signed this dealing in my presence. [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of Witness:

Name of Witness:

Address of Witness:

Signature of Authorised Officer:

Authorised Officer's Name:

Authority of Officer:

Signing on behalf of:

* S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

2. Consideration and Mortgage

You acknowledge giving this mortgage and incurring obligations and giving rights under this mortgage for valuable consideration received from us.

For the purpose of securing to us the payment of the amount owing you mortgage to us all your estate and interest described in this mortgage in the land described in this mortgage together with each structure, fixture or improvement on it or fixed to it subject to the encumbrances described in this mortgage.

3. Limited Recourse

- (a) Despite any other provision of this mortgage, we may not have recourse to you or your assets under or in connection with this mortgage, except with respect to the amount owing, we may have recourse to the property and its proceeds and the total amount available to us as a result of a realisation of the property (after payment of enforcement costs etc).
- (b) Subject to paragraph (c), nothing in paragraph (a) above limits us in:
 - (i) exercising our rights or powers under this mortgage in relation to the property;
 - (ii) obtaining an injunction or other order to restrain any breach of this mortgage; or
 - (iii) obtaining declaratory relief.
- (c) In exercising any right, power or remedy under this mortgage, neither we nor any receiver, receiver and manager, agent or attorney appointed under this mortgage shall incur, or have the authority to incur, any liability on your behalf of or for your account except a liability which is itself subject to the limitation in paragraph (a).
- (d) For the purpose of determining the liability of any other guarantor or any security provider in relation to the amount owing the limit on your liability under this paragraph (a) will be disregarded.
- (e) We will not, in relation to any liability for which you are not liable under paragraph (a):
 - (i) obtain a judgment for the payment of money or damages by you;
 - (ii) issue any demand under s459E(1) of the Corporations Act 2001 (or any analogous provision under any other law) against you;
 - (iii) apply for the winding up of you or your bankruptcy;
 - (iv) levy or enforce any distress or other execution to, on or against any of your assets other than the property;
 - (v) apply for the appointment by a court of a receiver to any of your assets other than the property; and
 - (vi) exercise or seek to exercise any set-off or counterclaim against you, or
 - (vii) take proceedings for any of the above and we waives our rights in respect of those applications and proceedings.

4. Agreements Covered by this Mortgage

Each of the following is an agreement covered by this mortgage for the purposes of this mortgage in addition to any other agreement covered by this mortgage:

- (a) any residential loan agreement between us and the borrower named in it for the financing or refinancing by us of all or part of the cost of acquisition of the property by you;
- (b) any guarantee and indemnity given by you in respect of the obligations under that residential loan agreement;
- (c) any SMSF deed of trust declarations entered into in connection with the residential loan agreement.

5. Memorandum of Provisions

You agree the provisions in memorandum number AF751541 filed and registered at the Department of Lands, Land and Property Information Division are incorporated in this mortgage.

You acknowledge that you received a copy of the Memorandum of Provisions before signing this mortgage.

6. Annexure Prevails

This Annexure forms part of your mortgage. To the extent there are any inconsistencies between this Annexure and the Memorandum of Provisions, this Annexure will prevail.

Corporation With Seal

Certified correct for the purpose of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the [Director/Secretary/Sole Director/Secretary] whose signature(s) appear(s) below.

Corporation: Lucrative & Secure Investments No1 Pty Ltd Acn 607 108 583

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Office held: [Director/Secretary/Sole Director/Secretary] Office held: [Director/Secretary/Sole Director/Secretary]
(delete title not applicable) (delete title not applicable)

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Authority: section 127 of the Corporations Act 2001.

Signature of Authorised person:..... Signature of Authorised person:.....

Name of Authorised person: DANE ROBERT GREENAN Name of Authorised person: CARLA ANNE GREENAN

Office held: [Director/Secretary/Sole Director/Secretary] Office held: [Director/Secretary/Sole Director/Secretary]
(delete title not applicable) (delete title not applicable)

I certify that I am an eligible witness and that the authorised officer of the Mortgagee signed this dealing in my presence. [See note* below]"

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Name of Witness:

Address of Witness:

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Signing on behalf of:

* S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation