

Chermside Small Business
Shop 221 Westfield Chermside
Chermside QLD 4032
Tel: 13 22 65
Fax: 07 3256 3141



National Australia Bank Limited
ABN 12 004 044 937
AFSL and Australian Credit Licence 230686

7 November 2014

The Director
155-157 Lambton Road
BROADMEADOW NSW 2292

Dear Sir/Madam

Borrower(s):

Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund , 155-157 Lambton Road, BROADMEADOW NSW 2292

We are pleased to offer you the following credit:

NAB Variable Rate Home Loan 98-852-8146 for \$276,000.00

Your credit contract(s)

The terms and conditions of each credit contract NAB is offering you, are set out in the attached:

- Credit Contract Details; and
- Credit Contract General Terms.

We also enclose a booklet which contains information about fees that apply to our personal accounts and services.

Please read the attached documents carefully and call us on 13 22 65 should you have any questions or if there is something you do not understand. The attached documents are yours to keep.

If you require insurance, including building insurance for any of your properties, you can arrange cover through your preferred insurer or by calling us on 13 29 28.

How to accept our offer

You can accept the offer set out in the credit contract by you signing and returning the 'Bank Copy' of this letter to us in the envelope provided or by delivering the signed 'Bank Copy' to any of our branches.

Sincerely,

A handwritten signature in black ink, appearing to be 'LH' or similar initials.

On behalf of
Personal Lending Team
Cairns Branch
National Australia Bank Limited

ACCEPTANCE OF THE CREDIT OFFERED BY NAB

By signing the 'Bank Copy' of this letter and returning it to us, you:

- accept the offer(s) set out in the attached Credit Contract Details and Credit Contract General Terms;
- acknowledge that you have received a copy of this letter and each of the documents listed above, to keep;
- acknowledge that before signing this acceptance you have read this letter and the Credit Contract Details and Credit Contract General Terms referred to above;
- acknowledge that if there is more than one of you, the terms and conditions for your credit contract may be varied by us at the request of any one of you (please refer to the attached Credit Contract General Terms);
- acknowledge that we require you to:
 - insure the securities, property or properties through a company acceptable to NAB;
 - specify NAB as mortgagee on the policy or policies; and
 - at any time when requested by NAB, produce evidence of building insurance cover over all properties described in the security section of the attached Credit Contract Details.

Signature Section for Companies

Moonan Super Holdings Pty Ltd ACN 602
666 679 as trustee for The Moonan
Superannuation Fund

Borrower Company Name (BLOCK LETTERS)

Executed by the company named above in accordance with Section 127 of the Corporations Act 2001 (Cwlth)

A Donaldson

Signature

Annette Beverly Donaldson

Full name (BLOCK LETTERS)

Director / Secretary* *AD*

Office Held

7/11/14

Acceptance Date

Neil Thomas Donaldson

Signature

Neil Thomas Donaldson

Full name (BLOCK LETTERS)

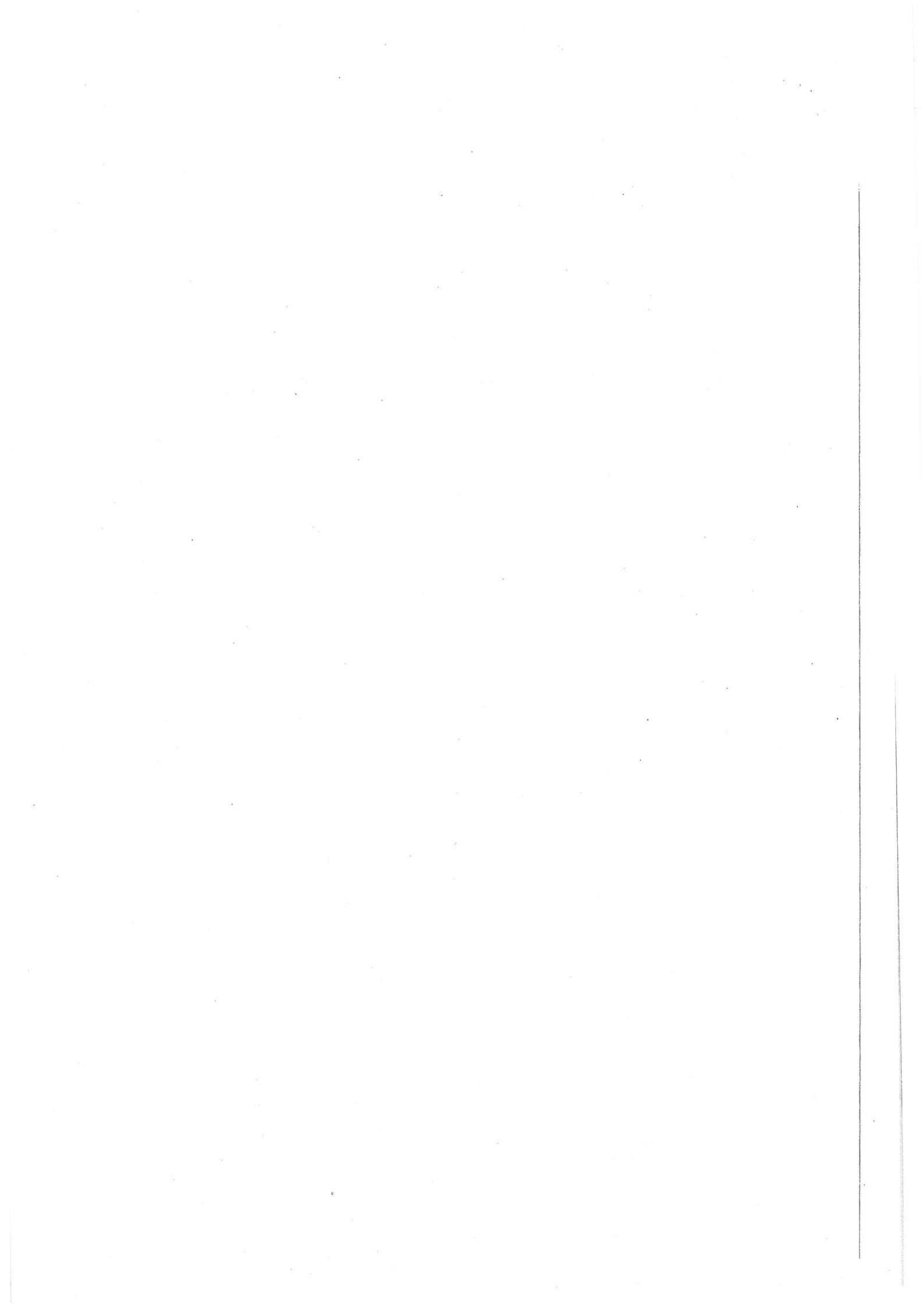
Director / Secretary* *NTD*

Office Held

7/11/14

Acceptance Date

* Please tick here if you are signing as Sole Director and Sole Company Secretary



Credit Contract Details – Home Loan



National Australia Bank Limited
ABN 12 004 044 937

Borrower: Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund

Loan Type: NAB Variable Rate Home Loan

Loan Account Number: 98-852-8146

Disclosure Date: 07/11/2014

Loan Term: 30 years 0 months

This is our offer to lend the *amount of credit* to you (as your *home loan*) on the terms set out here and in the Credit Contract General Terms ("*Terms*"). You can accept the offer by signing and returning the 'Bank Copy' of the letter enclosed with this document. This document contains some, but not all of the *terms* of your *home loan* contract and the pre-contractual statement you must be given before the *home loan* contract is made (if you are an individual and you intend to use your *home loan* wholly or predominantly for one of the following purposes: personal, domestic or household purposes; to purchase, renovate or improve a residential investment property or to refinance credit that has been wholly or predominantly provided to purchase, renovate or improve a residential investment property). This document and the *Terms* should be read together. Words printed *like this* and the meanings of "we" and "you" are explained in the *Terms*.

Financial Table:

Amount of Credit	
\$276,000.00, of which \$ 3,408.93 is payable to NAB (in relation to credit fees and charges), and \$272,591.07 payable to you, or as you direct.	

Interest Rate	
Your variable interest rate is NAB's advertised Variable Rate for Home Loans, last published by us, currently 5.88% per annum	
Total Interest Charges	\$311,586.71
Repayments	
<i>Principal and interest repayments</i>	
You must make 360 consecutive monthly <i>principal and interest repayments</i> (over a period of an equivalent length) as follows:	
<ul style="list-style-type: none"> 359 repayments of \$1,643.40 each, and a final repayment of \$ 478.11. 	
The first of these repayments is due one month after the <i>settlement date</i> .	
If there is no corresponding day to this date in the next month, the <i>principal and interest repayment</i> is due on the last day of that next month.	
If the repayment is due on a day which is not a <i>banking day</i> , you must make the repayment on the next <i>banking day</i> .	
Total number of repayments	360
Total amount of repayments	\$590,458.71

Fees and Charges	
The following fees are <i>payable</i> on the <i>settlement date</i> (unless already paid in relation to this, or another, contract):	
Fees payable to NAB	
Application fee	\$ 0.00
Company searches	\$ 80.00
Ppsr searches	\$ 40.00
Legal services fees for smsf property lending	\$2,099.00
Government fees and charges	
Land registry fees	
<i>Payable</i> to the land titles office in the state or territory indicated. Important: These are the maximum fees payable as at the offer date. If the Land Titles Office charges us less, you will only be required to pay that lesser amount.	
• QLD Title search	\$ 14.73
• QLD Transfer of land	\$ 686.50
• QLD Mortgage	\$ 162.90
• QLD Discharge of pre-existing mortgage	\$ 325.80
Sub total deducted from the <i>amount of credit</i> (to the extent ascertainable)	\$3,408.93

The following periodical fees are <i>payable</i> to NAB:	
Service fee	
<i>Payable</i> on the last <i>banking day</i> of each month, other than the month of the <i>settlement date</i> , while the <i>loan account</i> remains open in accordance with <i>this contract</i> .	
	\$ 8.00 per month
Sub total (to the extent ascertainable) (being the total of these fees <i>payable</i> during the indicative repayment period)	\$2,872.00

The following fees are, or may become, <i>payable</i> when you request a discharge of mortgage:	
Fees payable to NAB	
Mortgage Discharge Fee	\$ 350.00
Government fees and charges	
Land registry fees - <i>Payable</i> to the land titles office in the state or territory indicated	\$ 162.90
• QLD Discharge of mortgage registration fee	
Sub total (to the extent ascertainable)	\$ 512.90
Total fees and charges (to the extent ascertainable) are:	\$6,793.83

The following fees are, or may become, <i>payable</i> to NAB during the <i>loan term</i> :	
Economic costs - <i>Payable</i> if and when an <i>economic costs event</i> occurs, except where an <i>eligible prepayment</i> is made	Unascertainable

Changes without your consent

NAB can change any of the following, without your consent:

- the interest rate (including any margin, and the name or description of any indicator rate) except where:
 - your interest rate is fixed for a period in which case we will not change that rate during that period;
 - any introductory rate margin that applies to *this contract* from the *settlement date*, in which case we will not change that introductory rate margin during the specified introductory rate period;
- the amount, method of calculation, type and frequency or time for payment of any credit fee or charge (including by introducing new credit fees and charges);
- the amount, method of calculation, number, frequency or time for payment of any repayments; and
- the total amount of interest charges or repayments.

Other Information

Enforcement Expenses	Enforcement expenses may become <i>payable</i> under <i>this contract</i> or the <i>security</i> (if any) if you are in default.
Security	<p>The following are to be, or have been, taken as <i>security</i> for the repayment of the <i>home loan</i>:</p> <p>(i) Superannuation Financing Deed entered into by NAB, Aspinall Street Property Pty Ltd A.C.N. 600189759, Moonan Super Holdings Pty Ltd A.C.N. 602666679 and Annette Beverly Donaldson and Neil Thomas Donaldson.</p> <p>(ii) Guarantee and Indemnity for \$276 000 given by Aspinall Street Property Pty Ltd A.C.N. 600189759 personally and as Security Trustee for Moonan Super Holdings Pty Ltd A.C.N. 602666679 as trustee for the Moonan Superannuation Fund and Annette Beverly Donaldson and Neil Thomas Donaldson supported by:</p> <p>(iii) Registered mortgage over property Lot 101, Circa Two, Aspinall Street, Nundah in the State of Queensland being the land comprised in Certificate of Title Reference; 50966389.</p>
Commission	<p>A commission is to be paid by NAB to IMPACT FINANCE - A FUGE for the introduction of credit business, or business financed by <i>this contract</i>. The amount of commission is \$1,821.60.</p> <p>A further commission may be paid by NAB to IMPACT FINANCE - A FUGE for the introduction of credit business.</p> <p>This commission disclosure is correct as at the date this agreement was issued and is subject to change.</p>
Credit provider	National Australia Bank Limited ABN 12 004 044 937 (NAB) AFSL and Australian Credit Licence 230686

Signed on behalf of NAB by..... *CB*

Name of authorised officer:..... *Ben Caunt*

Date:..... *7/11/14*



Letter of Instruction – Loan Drawdown
 (Including Settlement Instructions – Receiving Documents)

National Australia Bank Limited
 ABN 12 004 044 937



To
 National Australia Bank Limited ABN 12 004 044 937
 AFSL and Australian Credit Licence 230686

Date
 7/11/2014

Customer name(s)

Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund

I/We hereby authorise and request you to attend to the drawdown on my/our loan (and settlement, if required) on my/our behalf and debit my/our account(s) with you in terms of the following instructions.

Amount \$ 276,000.00 (plus or minus adjustments) together with any additional moneys payable by me/us.

Pay/Deposit to:

Vendor/Solicitor/Other bank etc. (detail) ANDREW WHELDON SOLICITORS TBC.

(or as he/she/they may direct you) \$ _____

Fees and charges as per loan contract(s) \$ 3408.93

Insurance/s as per loan contract(s) \$ _____

My/our account and attend to the account(s) as per the following instructions (if applicable):

Loan/Deposit account number(s)	Payout and close account	Deposit only	Cancel limit (retain account)	Reduce Limit to	* Other instructions (see below)	
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ TBC
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____

Total to be disbursed \$ TBC.

Please deposit any surplus funds to account number _____

***Other instructions**

EXACT NET FUNDS TO BE PROVIDED TO SOLICITOR FOR SETTLEMENT.

By withdrawing from my/our accounts as follows:

Account name(s)	Account number(s)	Loan account	Deposit account	
Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund	98-852-8146	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 276,000.00
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____

Total to be withdrawn \$ 276,000

In addition to the above total please withdraw any shortfall from:

In exchange for documents (applicable for settlements only)

Brief description of all applicable documents and any other documents necessary to permit registration of the security in my/our name(s) (including address of security).

Certificate of Title Reference: 50966389.

New contact details (if applicable)


Address _____ State _____ Postcode _____

Telephone number _____ Date applicable from _____ or Applicable from settlement date
() / /

Note: National Australia Bank Limited does not undertake any check of the completeness of the title to the land or any deeds or documents.

Authorisation

When applicable please lodge the necessary loan and other documents for registration, pay all usual stamp duties, fees, and other disbursements to enable such registration(s) to be effected, and debit my/our account(s) therewith and with your customary charge for services in such cases.

Customer signature(s)  A. Donaldson Stamp duty (if applicable) _____



Security Provider

Aspinall Street Property Pty Ltd ACN 600 189 759 As Trustee For Aspinall Street Bare Trust

Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund

Mortgages

When Customers/Guarantors offered security over

Lot 101, Circa Two, Aspinall Street Nundah Qld

- I confirm they as registered proprietors were entitled to charge the asset where it is held on behalf of a trust. (Refer LTR 700)
- Prior to executing the security documents they stated that they clearly understood their liability in lodging and executing the mortgage document.

Interviewing/Witnessing Officer

Signature

Name

Ben Cunniff

Date

7/11/14

Instructions

- Tick both boxes when security offered is new to the National.
- Only tick the first box if the security offered is a Mortgage currently held by the National.



National Australia Bank Limited ABN 12 004 044 937
AFSL and Australian Credit Licence 230686

Direct Debit Request

To National Australia Bank Limited ABN 12 004 044 937 ("you")

From Full name or Company name (inc A.C.N./A.R.B.N./A.B.N.)
Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund ("I/We")

My/Our Loan Account number and BSB
98-852-8146 084-472 ("the Loan")

My/Our Nominated Account (this is the account funds are to be drawn from)

Name of account
MOONAN SUPER FUND.

Account number BSB number
10243302. 062 808

Name of financial institution
Commonwealth.

Address of financial institution
(my/our "Nominated Account")

Request and Authority to debit

I/We request and authorise National Australia Bank Limited (Debit User Identification Number 244344) to debit, through the Bulk Electronic Clearing System, my/our Nominated Account with:

Please select and complete one option only.

Option 1 any amount you may charge me/us under our loan (such as my/our scheduled repayments and any overdue amounts), as and when those amounts become due.

Option 2 is not available in relation to loans with interest only repayments.

Option 2 \$ _____ each week fortnight month
 other (please specify) _____
with the first drawing to be made on _____
until _____ further notice.

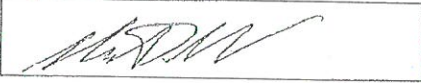
subject to the terms and conditions of the Direct Debit Request Service Agreement.

I/We acknowledge that you can amend the amount drawn under this authority in accordance with clause 2 of the Direct Debit Request Service Agreement. I/We further acknowledge that if I/we have not properly selected and completed one of the drawing options above, I/we will be deemed to have selected Option 1.

Acknowledgement By signing this Direct Debit Request, I/we acknowledge having read and understood the terms and conditions governing the debit arrangements between me/us and you as set out in this Request and in my/our Direct Debit Request Service Agreement.

- Signed by:**
- If the Nominated Account is a joint account, all signatories to that account must sign.
 - If the Nominated Account is a company account, sign and print full name and capacity for signing (e.g. director) below.

Signature



Name

NEIL THOMAS DONALDSON

Address

21 REAY ST
HAMILTON NSW 2303

Capacity (companies only)

Director / Secretary

Date

7/4/14

Signature



Name

ANNETTE BEVERLY DONALDSON

Address

21 REAY ST
HAMILTON NSW 2303

Capacity (companies only)

Director

Date

7/11/14

Direct Debit Request Service Agreement

Definitions

agreement means this DDR Service Agreement.

business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

DDR means the Direct Debit Request between you and us.

debit day means the day that a direct debit is to be made under your DDR and this agreement.

drawing means a particular transaction where a debit is made.

nominated account means the account held at your financial institution from which we are authorised to arrange for funds to be debited

we/us means National Australia Bank Limited.

you/your means the person or entity providing the DDR.

your financial institution is the financial institution where you hold the nominated account.

1. Debiting your nominated account

- 1.1 By signing a DDR, you have authorised us to arrange for funds to be debited from your nominated account. You should refer to the DDR and this agreement for the terms of the arrangement between you and us.
- 1.2 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your nominated account on the following business day. If you are unsure about which day your nominated account has or will be debited you should ask your financial institution.

2. Changes by us

- 2.1 We may vary any details of this agreement or a DDR (including the amount drawn to ensure your obligations under your loan (as set out in your DDR) are met) at any time by giving you written notice. We will give you at least thirty (30) days prior notice of the introduction of a fee or charge. We will give you at least fourteen (14) days prior notice of any other change.

3. Changes by you

- 3.1 If you wish to stop or defer a drawing you can either:
 - (a) notify us in writing at least five (5) business days or contact us on 13 22 65 at least two (2) business days before the next debit day that you wish to do so; or
 - (b) arrange it through your financial institution.
- 3.2 You may also cancel your authority for us to debit your nominated account by either:
 - (a) giving us five (5) business days notice in writing or contacting us on 13 22 65 at least two (2) business days before the next debit

day that you wish to do so; or

(b) arranging it through your financial institution.

- 3.3 You may make other changes to the arrangements under a DDR by writing to us or contacting us on 13 22 65.

4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your nominated account to allow a drawing to be made in accordance with the DDR and this agreement.
- 4.2 If there are insufficient clear funds in your nominated account to meet a drawing:
 - (a) you may be charged a fee and/or interest by your financial institution and/or by us; and
 - (b) you must arrange for the drawing to be made by another method or arrange for sufficient clear funds to be in your nominated account by an agreed time so that we can process the drawing.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your nominated account, you should notify us directly by contacting us on 13 22 65 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take this up with your financial institution directly.
- 5.2 If we conclude as a result of our investigations that your nominated account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your nominated account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your nominated account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your nominated account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

6. Nominated Accounts

- 6.1 Before completing your DDR, you should check:
 - (a) with your financial institution whether direct debiting is available from your nominated account as direct debiting is not available on all accounts offered by financial institutions;
 - (b) your nominated account details which you have provided to us are correct by checking them against a recent nominated account statement;
 - (c) with your financial institution if you have any queries about how to complete the DDR.

7. Confidentiality

- 7.1 We will keep any information (including *your nominated account details*) in *your DDR* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose the information we have about *you* to the extent specifically required by law or for the purpose of this *agreement* (including disclosing information in connection with any query or claim).

8. Code of Banking Practice

- 8.1 We have adopted the Code of Banking Practice and relevant provisions of the Code apply to this service, if *you* are an individual or a small business customer (as defined by the Code).
- 8.2 You can obtain from *us* upon request:
- (a) information on our current interest rates and standard fees and charges relating to the service if any;
 - (b) general descriptive information concerning our banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) our obligations regarding the confidentiality of *your* information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of *you* informing *us* promptly when *you* are in financial difficulty;
 - (vii) the advisability of *you* reading the terms and conditions applying to each banking service we provide to *you*;
 - (c) general descriptive information about:
 - (i) the identification requirements of the Financial Transactions Reports Act 1988;
 - (ii) the options available to *you* under the tax file number legislation; and
 - (d) a copy of the Code of Banking Practice.

9. Notice

- 9.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to *us* at:
- National Australia Bank Limited
GPO Box 14597
Melbourne, Victoria, 8001
- 9.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *DDR*.
- 9.3 Any notice will be deemed to have been received two (2) *business days* after it is posted.



National Australia Bank Limited ABN 12 004 044 937
AFSL and Australian Credit Licence 230686

Direct Debit Request

To National Australia Bank Limited ABN 12 004 044 937 ("you")

From Full name or Company name (inc A.C.N./A.R.B.N./A.B.N.)
Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund ("I/We")

My/Our Loan Account number and BSB
98-852-8146 084-472 ("the Loan")

My/Our Nominated Account (this is the account funds are to be drawn from)
Name of account: MOONAN SUPER FUND.
Account number: 10243302 BSB number: 062-808
Name of financial institution: Commonwealth Bank
Address of financial institution: (my/our "Nominated Account")

Request and Authority to debit I/We request and authorise National Australia Bank Limited (Debit User Identification Number 244344) to debit, through the Bulk Electronic Clearing System, my/our Nominated Account with:

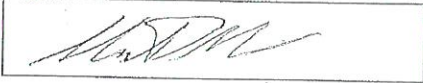
- Please select and complete one option only.
Option 1 (checked) any amount you may charge me/us under our loan (such as my/our scheduled repayments and any overdue amounts), as and when those amounts become due.
Option 2 \$ _____ each [] week [] fortnight [] month
[] other (please specify) _____
with the first drawing to be made on []
until [] [] further notice.

subject to the terms and conditions of the Direct Debit Request Service Agreement.
I/We acknowledge that you can amend the amount drawn under this authority in accordance with clause 2 of the Direct Debit Request Service Agreement. I/We further acknowledge that if I/we have not properly selected and completed one of the drawing options above, I/we will be deemed to have selected Option 1.

Acknowledgement By signing this Direct Debit Request, I/we acknowledge having read and understood the terms and conditions governing the debit arrangements between me/us and you as set out in this Request and in my/our Direct Debit Request Service Agreement.

- Signed by:**
- If the Nominated Account is a joint account, all signatories to that account must sign.
 - If the Nominated Account is a company account, sign and print full name and capacity for signing (e.g. director) below.

Signature



Name

NEIL THOMAS DONALDSON

Address

21 REAY ST
HAMILTON NSW 2303

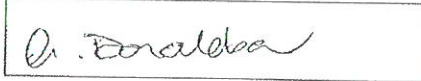
Capacity (companies only)

Director / Secretary

Date

7/11/14

Signature



Name

ANNETTE BEVERLY DONALDSON

Address

21 REAY ST
HAMILTON NSW 2303

Capacity (companies only)

Director

Date

7/11/14

Direct Debit Request Service Agreement

Definitions

agreement means this DDR Service Agreement.

business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

DDR means the Direct Debit Request between *you* and *us*.

debit day means the day that a direct debit is to be made under *your DDR* and this *agreement*.

drawing means a particular transaction where a debit is made.

nominated account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited

we/us means National Australia Bank Limited.

you/your means the person or entity providing the *DDR*.

your financial institution is the financial institution where *you* hold the *nominated account*.

1. Debiting your nominated account

- 1.1 By signing a *DDR*, *you* have authorised *us* to arrange for funds to be debited from *your nominated account*. *You* should refer to the *DDR* and this *agreement* for the terms of the arrangement between *you* and *us*.
- 1.2 If the *debit day* falls on a day that is not a *business day*, we may direct *your financial institution* to debit *your nominated account* on the following *business day*. If *you* are unsure about which day *your nominated account* has or will be debited *you* should ask *your financial institution*.

2. Changes by us

- 2.1 We may vary any details of this *agreement* or a *DDR* (including the amount drawn to ensure *your obligations* under *your loan* (as set out in *your DDR*) are met) at any time by giving *you* written notice. We will give *you* at least thirty (30) days prior notice of the introduction of a fee or charge. We will give *you* at least fourteen (14) days prior notice of any other change.

3. Changes by you

- 3.1 If *you* wish to stop or defer a *drawing* *you* can either:
 - (a) notify *us* in writing at least five (5) *business days* or contact *us* on 13 22 65 at least two (2) *business days* before the next *debit day* that *you* wish to do so; or
 - (b) arrange it through *your financial institution*.
- 3.2 *You* may also cancel *your authority* for *us* to debit *your nominated account* by either:
 - (a) giving *us* five (5) *business days* notice in writing or contacting *us* on 13 22 65 at least two (2) *business days* before the next *debit*

day that *you* wish to do so; or

(b) arranging it through *your financial institution*.

- 3.3 *You* may make other changes to the arrangements under a *DDR* by writing to *us* or contacting *us* on 13 22 65.

4. Your obligations

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your nominated account* to allow a *drawing* to be made in accordance with the *DDR* and this *agreement*.
- 4.2 If there are insufficient clear funds in *your nominated account* to meet a *drawing*:
 - (a) *you* may be charged a fee and/or interest by *your financial institution* and/or by *us*; and
 - (b) *you* must arrange for the *drawing* to be made by another method or arrange for sufficient clear funds to be in *your nominated account* by an agreed time so that we can process the *drawing*.

5. Dispute

- 5.1 If *you* believe that there has been an error in debiting *your nominated account*, *you* should notify *us* directly by contacting *us* on 13 22 65 and confirm that notice in writing with *us* as soon as possible so that we can resolve *your* query more quickly. Alternatively, *you* can take this up with *your financial institution* directly.
- 5.2 If we conclude as a result of our investigations that *your nominated account* has been incorrectly debited we will respond to *your* query by arranging for *your financial institution* to adjust *your nominated account* (including interest and charges) accordingly. We will also notify *you* in writing of the amount by which *your nominated account* has been adjusted.
- 5.3 If we conclude as a result of our investigations that *your nominated account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding.

6. Nominated Accounts

- 6.1 Before completing *your DDR*, *you* should check:
 - (a) with *your financial institution* whether direct debiting is available from *your nominated account* as direct debiting is not available on all accounts offered by financial institutions;
 - (b) *your nominated account* details which *you* have provided to *us* are correct by checking them against a recent *nominated account* statement;
 - (c) with *your financial institution* if *you* have any queries about how to complete the *DDR*.

7. Confidentiality

- 7.1 We will keep any information (including *your nominated account* details) in *your DDR* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose the information we have about *you* to the extent specifically required by law or for the purpose of this *agreement* (including disclosing information in connection with any query or claim).

8. Code of Banking Practice

- 8.1 We have adopted the Code of Banking Practice and relevant provisions of the Code apply to this service, if *you* are an individual or a small business customer (as defined by the Code).
- 8.2 You can obtain from *us* upon request:
- (a) information on our current interest rates and standard fees and charges relating to the service if any;
 - (b) general descriptive information concerning our banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) our obligations regarding the confidentiality of *your* information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of *you* informing *us* promptly when *you* are in financial difficulty;
 - (vii) the advisability of *you* reading the terms and conditions applying to each banking service we provide to *you*;
 - (c) general descriptive information about:
 - (i) the identification requirements of the Financial Transactions Reports Act 1988;
 - (ii) the options available to *you* under the tax file number legislation; and
 - (d) a copy of the Code of Banking Practice.

9. Notice

- 9.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to *us* at:
- National Australia Bank Limited
GPO Box 14597
Melbourne, Victoria, 8001
- 9.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *DDR*.
- 9.3 Any notice will be deemed to have been received two (2) *business days* after it is posted.

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

National Australia Bank Limited ABN 12 004 044 937

- Queensland Duty Paid \$.....
- Total Amount Secured \$.....
- Collateral (PSD \$.....) \$.....
- Home First Home Refinance \$.....
- Credit \$.....
- Multi State % \$.....
- Tot Val of Sec Aust. Prop (ex Vic, NT & ACT) \$.....
- UTI \$.....
- Signed Date.....
- Authorised Officer [*Delete One] *13A-1462 / *13A-12738

1. Interest being mortgaged (if share show fraction)
FEE SIMPLE

Lodger (Name, address & phone number)
National Australia Bank Limited
ABN 12 004 044 937
18 Southgate Avenue
Cannon Hill Qld 4170
Telephone 132265

Lodger Code

3

2. Lot on Plan Description
LOT 101 SURVEY PLAN 253365

County
STANLEY

Parish
TOOMBUL

Title Reference
50966389

3. Mortgagor
ASPINALL STREET PROPERTY PTY LTD ACN 600 189 759 AS TRUSTEE

4. Mortgagee Given names Surname/Company name and Number (include tenancy if more than one)
NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937

5. Description of debt or liability secured
See the definition of "amount owing" in Standard Terms Document no. 713941669

6. Covenant/Execution
The Mortgagor covenants with the Mortgagee in terms of the Standard Terms Document no. 713941669 and charges the estate or interest described in item 1 with the repayment / payment to the Mortgagee of all sums of money referred to in item 5. NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994. Separate executions are required for each mortgagor and mortgagee. Signatories are to provide to the witness, evidence that they are the person entitled to sign the instrument (including proof of identity).

Companies executing without using a Common Seal

Executed by: ASPINALL STREET PROPERTY PTY LTD
ABN/ACN: 600 189 759

By being signed by:
Signature [Signature]
Full name NEL THOMAS DONALDSON
Office Held DIRECTOR / SECRETARY
(Director, Secretary or Sole Director and Sole Company Secretary)

Execution Date

7 / 11 / 14

Signature [Signature]
Full name ANNETTE BEVELLY DONALDSON
Office Held DIRECTOR
(Director, Secretary or Sole Director and Sole Company Secretary)
Mortgagor's signature

Companies executing by using a Common Seal

The Common Seal of.....
was affixed in the presence of:
Signature
Full name
Office Held.....
(Director, Secretary or Sole Director and Sole Company Secretary)

Execution Date

...../...../.....

Signature
Full name.....
Office Held
(Director, Secretary or Sole Director and Sole Company Secretary)
Mortgagor's signature

CHERMSIDE BRANCH (084580)
Branch/Outlet/Lending Services

Execution Date

Mortgagee's signature

National Australia Bank Limited ABN 12 004 044 937 by its attorney who holds the position of Level 3 Attorney under Power of Attorney no. 710425749

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

National Australia Bank Limited ABN 12 004 044 937

- Queensland Duty Paid \$.....
- Total Amount Secured \$.....
- Collateral (PSD \$.....) \$.....
- Home First Home Refinance \$.....
- Credit \$.....
- Multi State % \$.....
- Tot Val of Sec Aust. Prop (ex Vic, NT & ACT) \$.....
- UTI \$.....
- Signed Date.....
- Authorised Officer [*Delete One] *13A-1462 / *13A-12738

1. Interest being mortgaged (if share show fraction)
FEE SIMPLE

Lodger (Name, address & phone number)
National Australia Bank Limited
ABN 12 004 044 937
18 Southgate Avenue
Cannon Hill Qld 4170
Telephone 132265

Lodger Code
3

2. Lot on Plan Description
LOT 101 SURVEY PLAN 253365

County
STANLEY

Parish
TOOMBUL

Title Reference
50966389

3. Mortgagor
ASPINALL STREET PROPERTY PTY LTD ACN 600 189 759 AS TRUSTEE

4. Mortgagee Given names Surname/Company name and Number (include tenancy if more than one)
NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937

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NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994. Separate executions are required for each mortgagor and mortgagee. Signatories are to provide to the witness, evidence that they are the person entitled to sign the instrument (including proof of identity).

Companies executing without using a Common Seal

Executed by: ASPINALL STREET PROPERTY PTY LTD

ABN / ACN: 600 189 759

By being signed by:

Signature [Signature]

Full name NEIL THOMAS DONALDSON

Office Held DIRECTOR / SECRETARY
(Director, Secretary or Sole Director and Sole Company Secretary)

Execution Date

7 / 11 / 2014

Signature [Signature]

Full name ANNARE BEVERLY DONALDSON

Office Held DIRECTOR

(Director, Secretary or Sole Director and Sole Company Secretary)

Mortgagor's signature

Companies executing by using a Common Seal

The Common Seal of.....

was affixed in the presence of:

Signature

Full name

Office Held.....

(Director, Secretary or Sole Director and Sole Company Secretary)

Execution Date

.....

Signature

Full name.....

Office Held

(Director, Secretary or Sole Director and Sole Company Secretary)

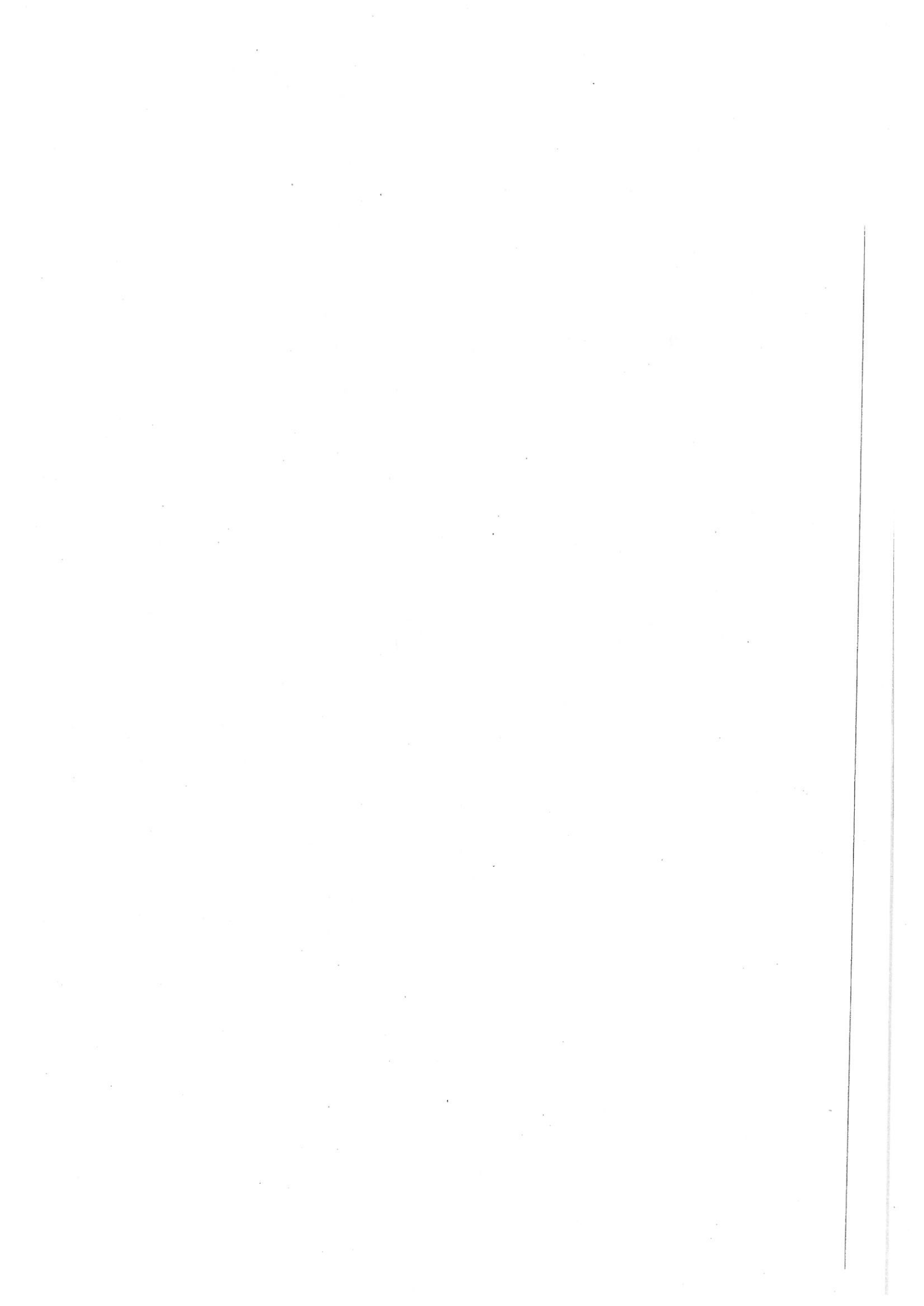
Mortgagor's signature

CHERMSIDE BRANCH (084580)
Branch/Outlet/Lending Services

Execution Date

Mortgagee's signature

National Australia Bank Limited ABN 12 004 044 937 by its attorney who holds the position of Level 3 Attorney under Power of Attorney no. 710425749





Mortgagor Witness Certificate

Bankers must ensure this 'Mortgagor Witness Certificate' is completed where the Mortgage is executed remotely (also known as 'Sign at Home')

This form must be completed by the person who witnesses the mortgagor's signature on the mortgage documents. The mortgagor's witness must be an independent witness and not be a party to this transaction.

Witness by Solicitor/Commissioner for Declarations/Justice of the Peace

Re - Mortgagor:..... [insert name of Mortgagor]

I

[insert full name of Solicitor/Commissioner for Declarations/Justice of the Peace and Registration number (if applicable) - PLEASE PRINT IN UPPER CASE]

have identified the Mortgagor by sighting 2 of the following documents:

Note: Witness must sight original documents (please tick at least 2 boxes)

- Mortgagor's passport number..... [insert passport number]
- Mortgagor's drivers licence number..... [insert licence number]
- Mortgagor's credit/debit card..... [insert card type]

I certify these particulars to be correct.

Signature of Solicitor/C Dec/JP/Other Qualified Witness

Date

.....

...../...../.....

COPIED MORTGAGE





Mortgagor Witness Certificate

Bankers must ensure this 'Mortgagor Witness Certificate' is completed where the Mortgage is executed remotely (also known as 'Sign at Home')

This form must be completed by the person who witnesses the mortgagor's signature on the mortgage documents. The mortgagor's witness must be an independent witness and not be a party to this transaction.

Witness by Solicitor/Commissioner for Declarations/Justice of the Peace

Re - Mortgagor:..... [insert name of Mortgagor]

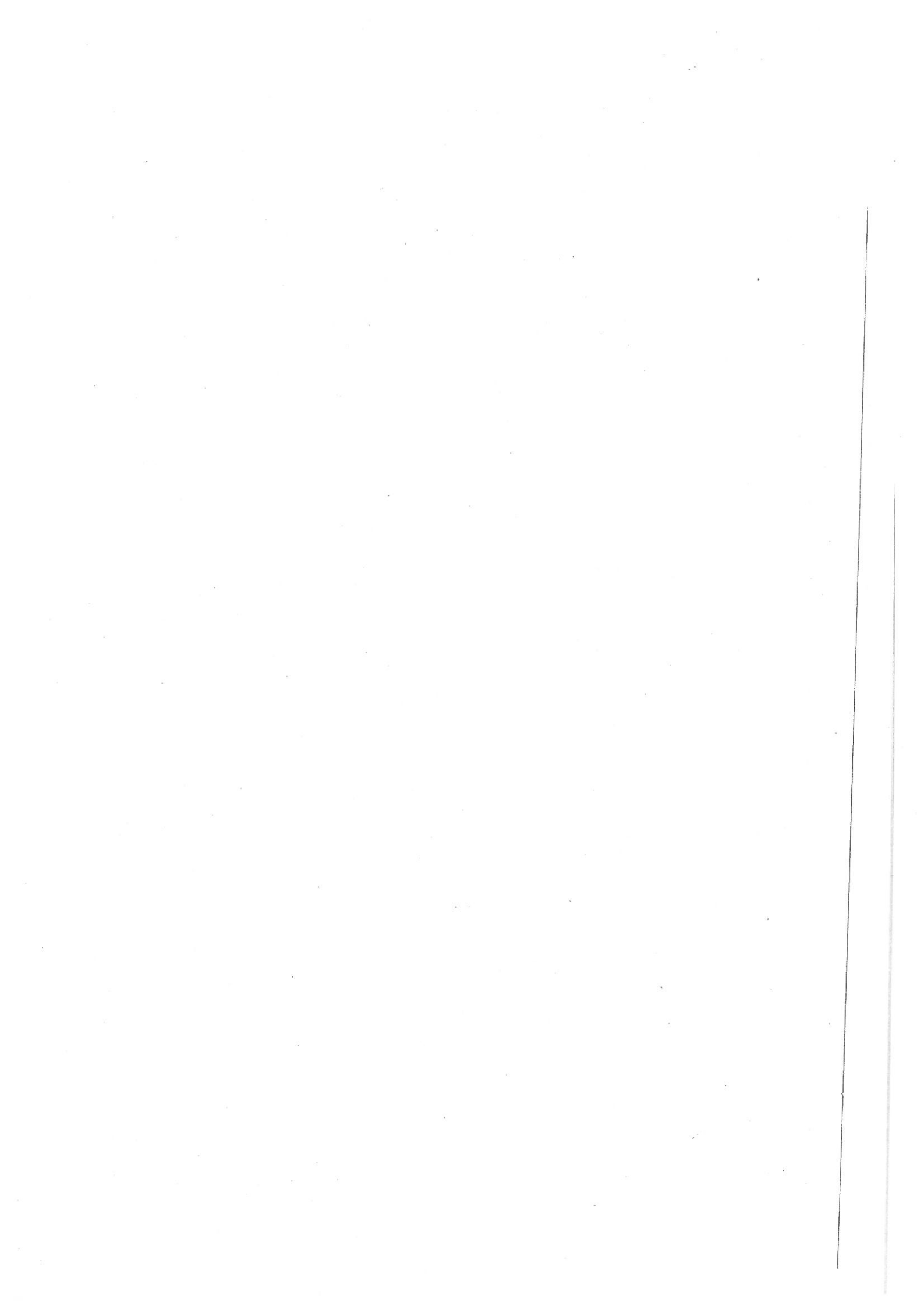
I [insert full name of Solicitor/Commissioner for Declarations/Justice of the Peace and Registration number (if applicable) - PLEASE PRINT IN UPPER CASE]

have identified the Mortgagor by sighting 2 of the following documents:

- Note: Witness must sight original documents (please tick at least 2 boxes)
Mortgagor's passport number..... [insert passport number]
Mortgagor's drivers licence number..... [insert licence number]
Mortgagor's credit/debit card..... [insert card type]

I certify these particulars to be correct.

Signature of Solicitor/C Dec/JP/Other Qualified Witness Date
...../...../.....





SUPERANNUATION FINANCING DEED

National Australia Bank Limited
ABN 12 004 044 937

and

The parties referred to
in the Schedule

Lot 101, Circa Two, Aspinall Street, Nundah QLD 4012

National Australia Bank Limited
Group Governance & Legal
Level 1
800 Bourke Street
Docklands, Victoria, 3008

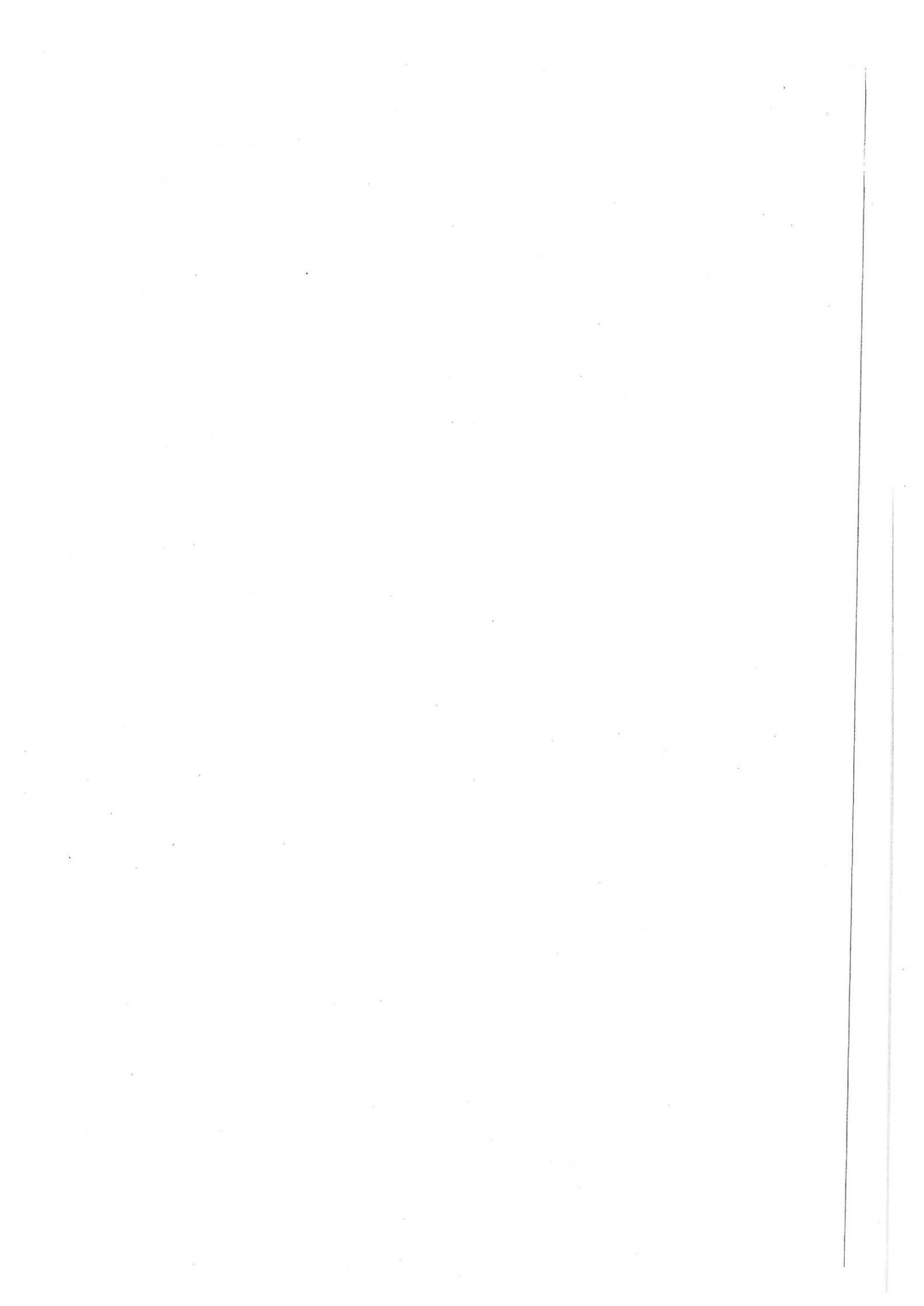


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THIS DEED is dated the 7th day of NOV 2014 and made between:

PARTIES:

- (1) The person named in part 1 of the schedule (Borrower)
- (2) The person named in part 2 of the schedule (Security Trustee)
- (3) The persons named in part 3 of the schedule (each a Promisor and collectively Promisors)
- (4) NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 of Level 1, 800 Bourke Street, Docklands, Victoria, 3008 (the Bank);

BACKGROUND:

- (A) The Borrower is the trustee of the Fund.
- (B) The Borrower as trustee of the Fund has decided to acquire the Asset and has appointed the Security Trustee to hold legal ownership of the Asset.
- (C) The Borrower has requested that the Bank lend to the Borrower to assist the Borrower with acquisition of the Asset and the Bank has agreed to lend to the Borrower on the terms and conditions contained in the Letter of Offer.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed, the parties agree as set out in the Operative part of this deed.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Asset means the asset referred to in part 4 of the schedule;

Fund means the self managed superannuation fund described in part 5 of the schedule of which the Borrower is the trustee;

Letter of Offer means the letter of offer from the Bank to the Borrower more particularly described in part 6 of the schedule;

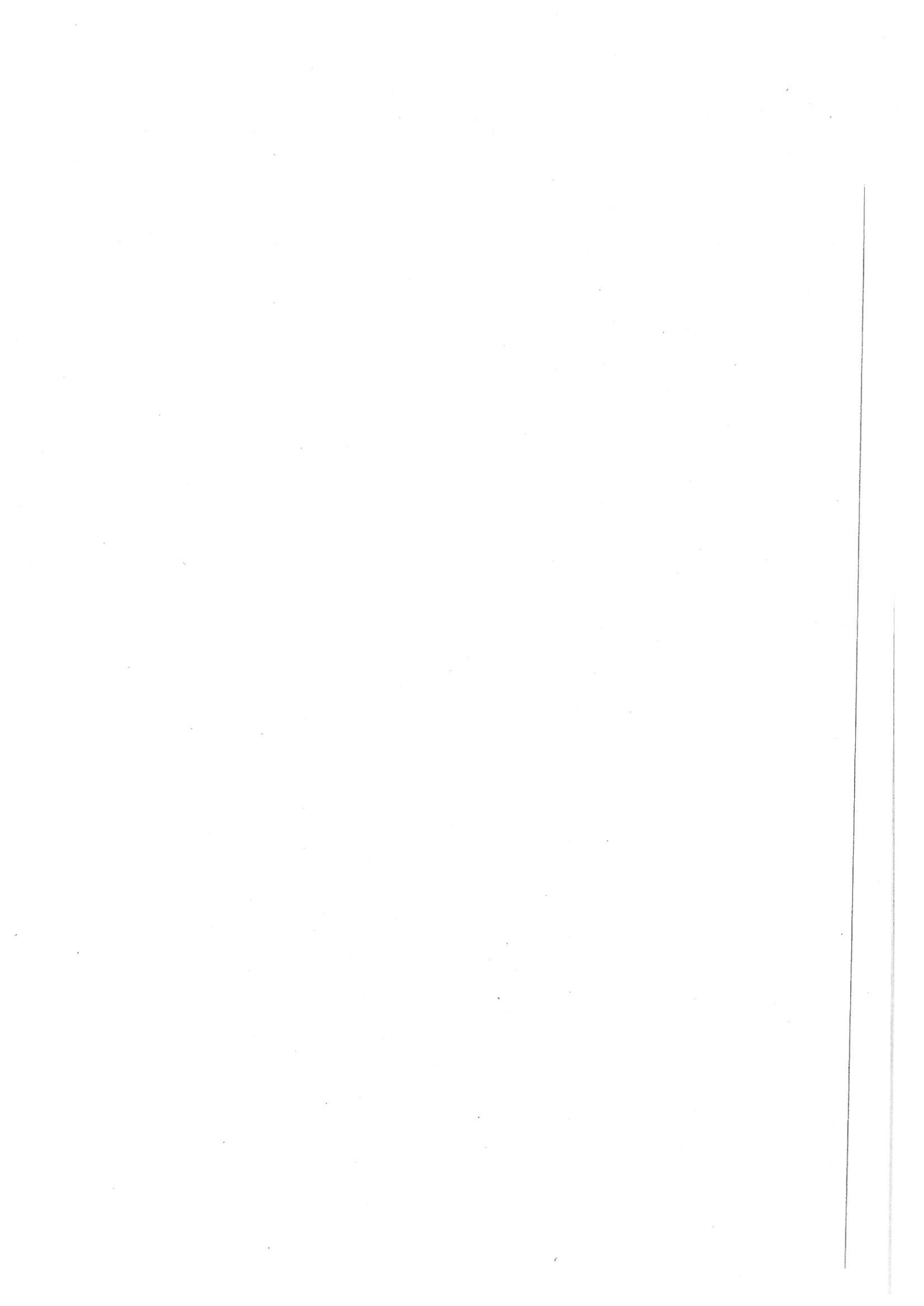
Mortgage means each mortgage or charge granted by the Security Trustee to the Bank over the Asset to secure the Security Trustee's liability under a Security Trustee Undertaking;

Promisor Undertaking means each guarantee and each indemnity given by the Promisors (or any of them) in favour of the Bank, including each indemnity from a Promisor in favour of the Bank contained in this deed, in respect of the liability of the Borrower under the Letter of Offer;

Replacement Asset means an asset that is not an asset the Borrower as trustee of the Fund is prohibited from acquiring under SIS or under any other law that:

- (a) replaces the Asset; or
- (b) replaces that replacement asset or any subsequent such replacement asset;

Security Trustee Undertaking means each guarantee and each indemnity given by the Security Trustee in favour of the Bank, including each indemnity from the Security Trustee in favour of the Bank contained in this deed, in respect of the liability of the Borrower under the Letter of Offer;



SIS means the Superannuation Industry (Supervision) Act 1993 (Cth);

Transaction Document means each "transaction document" as defined in the Letter of Offer or, if that term is not defined in the Letter of Offer, the Letter of Offer and all other agreements relating to:

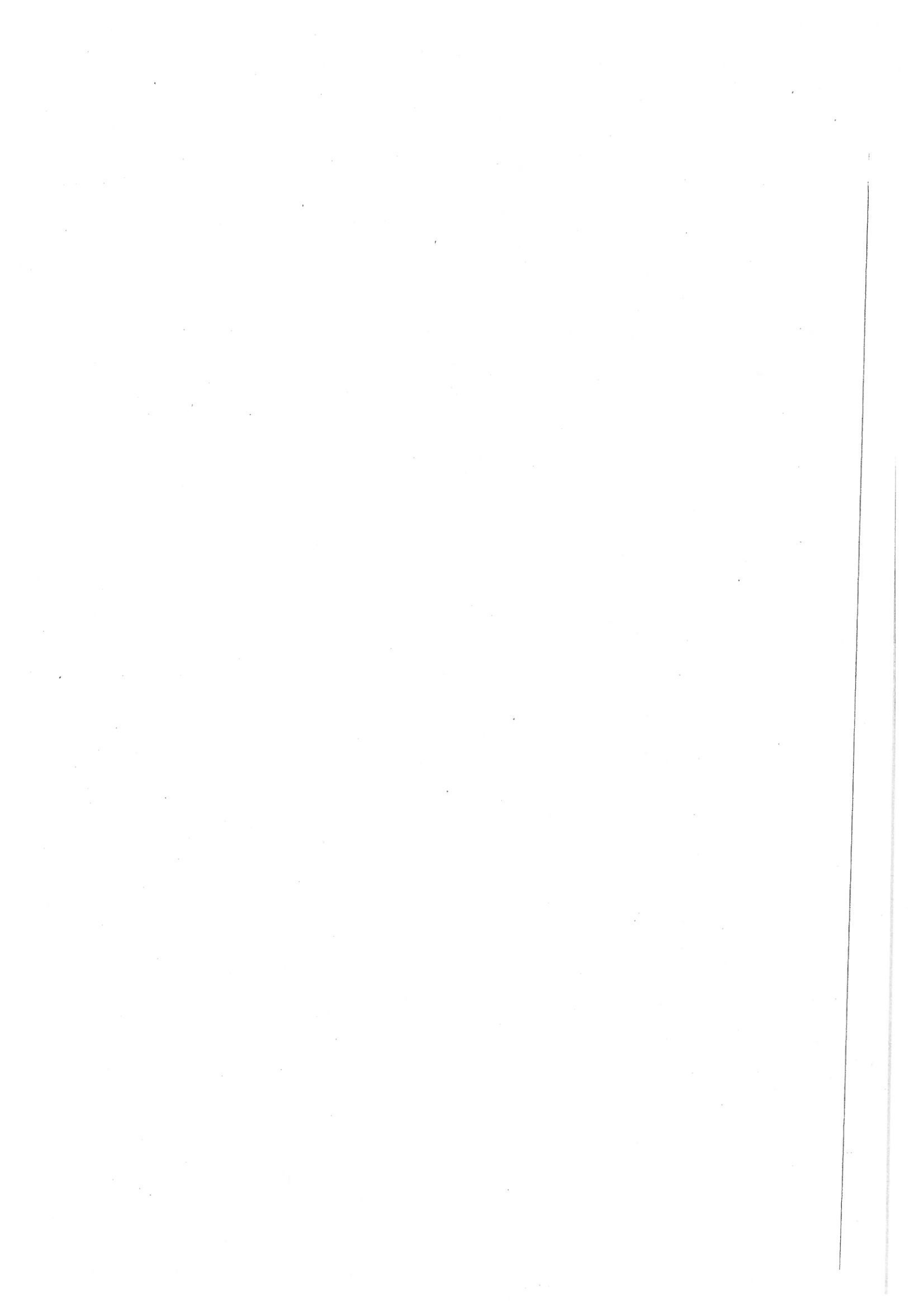
- (a) the financial accommodation to be provided under the Letter of Offer; and
- (b) any security interest or right which secures:
 - (i) the repayment of the financial accommodation to be provided under the Letter of Offer; or
 - (ii) the compliance with any other obligation in relation to that financial accommodation,

including this deed and any guarantee, indemnity or right to set off or withhold payment of any money.

1.2 Interpretation

In this deed, headings and boldings are for convenience only and do not affect the interpretation of this deed and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) a reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(d) implies that performance of part of an obligation constitutes performance of the obligation;
- (e) a reference to a clause, party or schedule is a reference to a clause of, and a party and schedule to, this deed and a reference to this deed includes any schedule;
- (f) a reference to a law, a statute, regulation, proclamation, ordinance or by law includes all laws, statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another government agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) a reference to a document (including the Letter of Offer, a Promisor Undertaking, a Security Trustee Undertaking, or the Mortgage) includes it as amended, supplemented, novated or replaced from time to time, except to the extent prohibited by this deed;
- (h) a reference to a party to a document includes that party's successors and permitted substitutes or assigns;
- (i) no provision of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision;
- (j) a covenant or agreement on the part of two or more persons binds them severally;
- (k) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;



- (l) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and
- (m) mentioning anything after include, includes or including does not limit what else might be included.

2 DIRECTION

The Borrower unconditionally and irrevocably directs the Security Trustee to:

- (a) execute and deliver to the Bank:
 - (i) this deed;
 - (ii) the Security Trustee Undertaking;
 - (iii) the Mortgage; and
- (b) deliver to the Bank the documents evidencing, or relating to, title (if any) for the Asset.

3 REPRESENTATIONS AND WARRANTIES

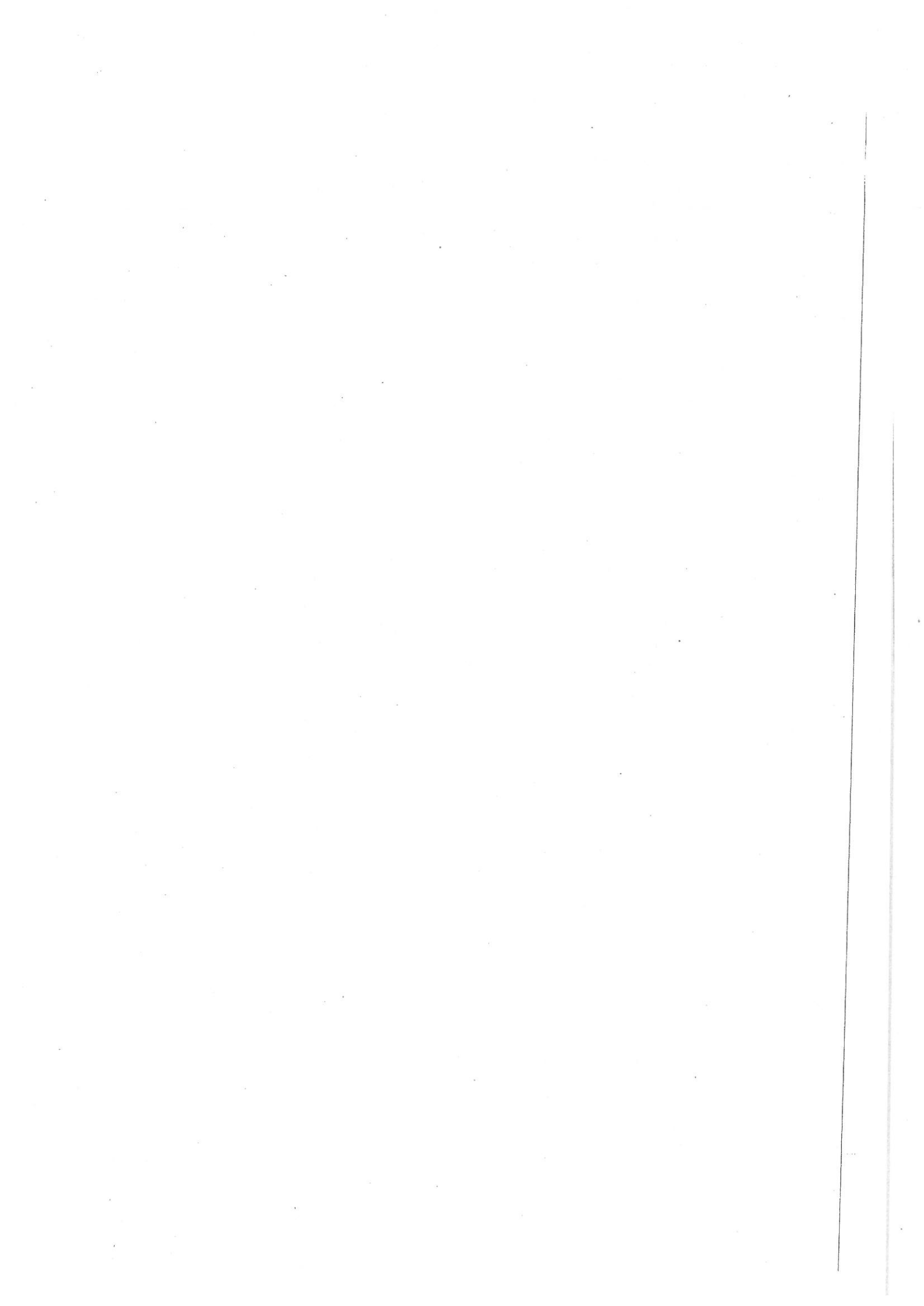
3.1 Borrower

The Borrower represents and warrants to the Bank that the Borrower's decision to:

- (a) acquire the Asset;
- (b) borrow on the terms and conditions contained in the Letter of Offer for the purpose of the acquisition of an Asset in accordance with section 67A(1) of SIS; and
- (c) direct the Security Trustee to:
 - (i) acquire legal title to the Asset;
 - (ii) execute and deliver the Security Trustee Undertaking; and
 - (iii) provide the Mortgage to the Bank,

is in accordance with all applicable laws and regulations, and does not offend any laws or regulations, including:

- (A) the borrowing restrictions under section 67 of SIS;
- (B) the sole purpose test under section 62 of SIS;
- (C) the restrictions on acquisition of assets from related parties under section 66 of SIS;
- (D) the in-house asset rules under Part 8 of SIS;
- (E) the prohibition on charging or otherwise encumbering an asset of a superannuation fund under regulation 13.14 of the regulations made under SIS;
- (F) the requirement, under section 109 of SIS, that investments of superannuation entities be made and maintained on arm's length basis;



- (G) the investment strategy requirements under sections 52(2)(f) of SIS and other applicable law; and
- (H) the restrictions on lending to or providing financial assistance to members of a superannuation fund under section 65 of SIS.

3.2 Security Trustee

The Security Trustee represents and warrants to the Bank that it holds, or will hold, legal ownership of the Asset as bare trustee for the Borrower.

4 ACKNOWLEDGEMENTS

4.1 Borrower

The Borrower acknowledges and agrees that:

- (a) the Borrower has no right to acquire legal ownership of the Asset or of any Replacement Asset in a way which will contravene section 67A(1) of SIS; and
- (b) this deed is a Transaction Document.

4.2 Security Trustee

The Security Trustee acknowledges and agrees that:

- (a) the Borrower has borrowed on the terms and conditions contained in the Letter of Offer in accordance with section 67A(1) of SIS;
- (b) in accordance with section 67A(1) of SIS, the rights of the Bank against the Borrower on default are limited to rights relating to the Asset or any Replacement Asset;
- (c) the Mortgage secures all amounts owing by the Borrower to the Bank under the Letter of Offer;
- (d) the Security Trustee's liability under the Security Trustee Undertaking and under the Mortgage is not affected by the limitation on the Bank's rights against the Borrower;
- (e) the Security Trustee indemnifies the Bank against any loss that the Bank suffers directly or indirectly from the Borrower failing to comply with any of its obligations under the Letter of Offer or SIS or because of any limitation on the liability of, or the amount recoverable from, the Borrower;
- (f) the Security Trustee's liability under the Security Trustee Undertaking is secured by:
 - (i) the Mortgage; and
 - (ii) all other security provided by the Security Trustee in favour of the Bank detailed in the Letter of Offer,

and is not affected by reason of the fact that the Security Trustee, in its capacity as trustee of the Fund, may also be the Borrower and in such case its liability under the Security Trustee Undertaking will be determined as if the Security Trustee and the Borrower were two separate persons;

- (g) the Bank can exercise its powers under the Mortgage following any default, however defined, under the Letter of Offer;

- (h) the Security Trustee has no rights of indemnity against the Borrower or against any asset of the Fund other than the Asset or any Replacement Asset for any amount paid or recovered under the Security Trustee Undertaking or the Mortgage; and
- (i) notwithstanding anything to the contrary in any Transaction Document or in any industry code or practice, the Bank is not obliged to exercise any right against the Borrower or any other party prior to exercising any right under the Mortgage or against the Security Trustee following any default, however defined, under the Letter of Offer.

4.3 Promisor

Each Promisor acknowledges and agrees that:

- (a) the Borrower has borrowed on the terms and conditions contained in the Letter of Offer in accordance with section 67A(1) of SIS;
- (b) in accordance with section 67A(1) of SIS, the rights of the Bank against the Borrower on default are limited to rights relating to the Asset or any Replacement Asset;
- (c) the Promisor's liability under the Promisor Undertaking is not affected by the limitation on the Bank's rights against the Borrower;
- (d) the Promisor indemnifies the Bank against any loss that the Bank suffers directly or indirectly from the Borrower failing to comply with any of its obligations under the Letter of Offer or SIS or because of any limitation on the liability of, or the amount recoverable from, the Borrower;
- (e) the Promisor's liability under the Promisor Undertaking is secured by all security provided by the Promisor in favour of the Bank detailed in the Letter of Offer, and is not affected by reason of the fact that the Promisor, in its capacity as trustee of the Fund, may also be the Borrower and in such case its liability under the Promisor Undertaking will be determined as if the Promisor and the Borrower were two separate persons;
- (f) the Promisor has no rights of indemnity against the Borrower or against any asset of the Fund for any amount paid or recovered under the Promisor Undertaking; and
- (g) notwithstanding anything to the contrary in any Transaction Document or in any industry code or practice, the Bank is not obliged to exercise any right against the Borrower or any other party prior to exercising any right against the Promisor following any default, however defined, under the Letter of Offer.

4.4 Borrower, Security Trustee and each Promisor

The Borrower, the Security Trustee and each Promisor acknowledge and agree that:

- (a) the Bank has not made any representation as to whether or not:
 - (i) the loan to the Borrower on the terms and conditions contained in the Letter of Offer and the execution and delivery of this deed, the Promisor Undertaking, the Security Trustee Undertaking and the Mortgage is in accordance with all applicable laws and regulations including section 67A(1) of SIS, or as to the taxation consequences of the loan or of the execution and delivery of this deed, the Promisor Undertaking, the Security Trustee Undertaking or the Mortgage; or
 - (ii) investment in the Asset will achieve any particular investment, accounting, tax or legal outcome; and



- (b) they have each been given the opportunity to obtain their own independent financial, legal and tax advice and have either done so or independently decided not to obtain that advice.

5 GENERAL

5.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Queensland.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of the courts of Queensland.
- (c) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each party irrevocably waives any immunity in respect of its obligations under this deed that it may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

5.2 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

5.3 Waivers

- (a) Waiver of any right arising from a breach of this deed arising upon default under this deed must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a right arising from a breach of this deed does not result in a waiver of that right.
- (c) A party is not entitled to rely on a delay in the exercise or non exercise of a right arising from a breach of this deed or on a default under this deed as constituting a waiver of that right.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right by that other party.
- (e) This clause may not itself be waived except by writing.

5.4 Variation

A variation of any term of this deed must be in writing and signed by the parties.

5.5 Assignment

The Bank may assign its rights under this deed without the consent of, or notice to, any of the other parties.

5.6 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this deed.

5.7 Entire agreement

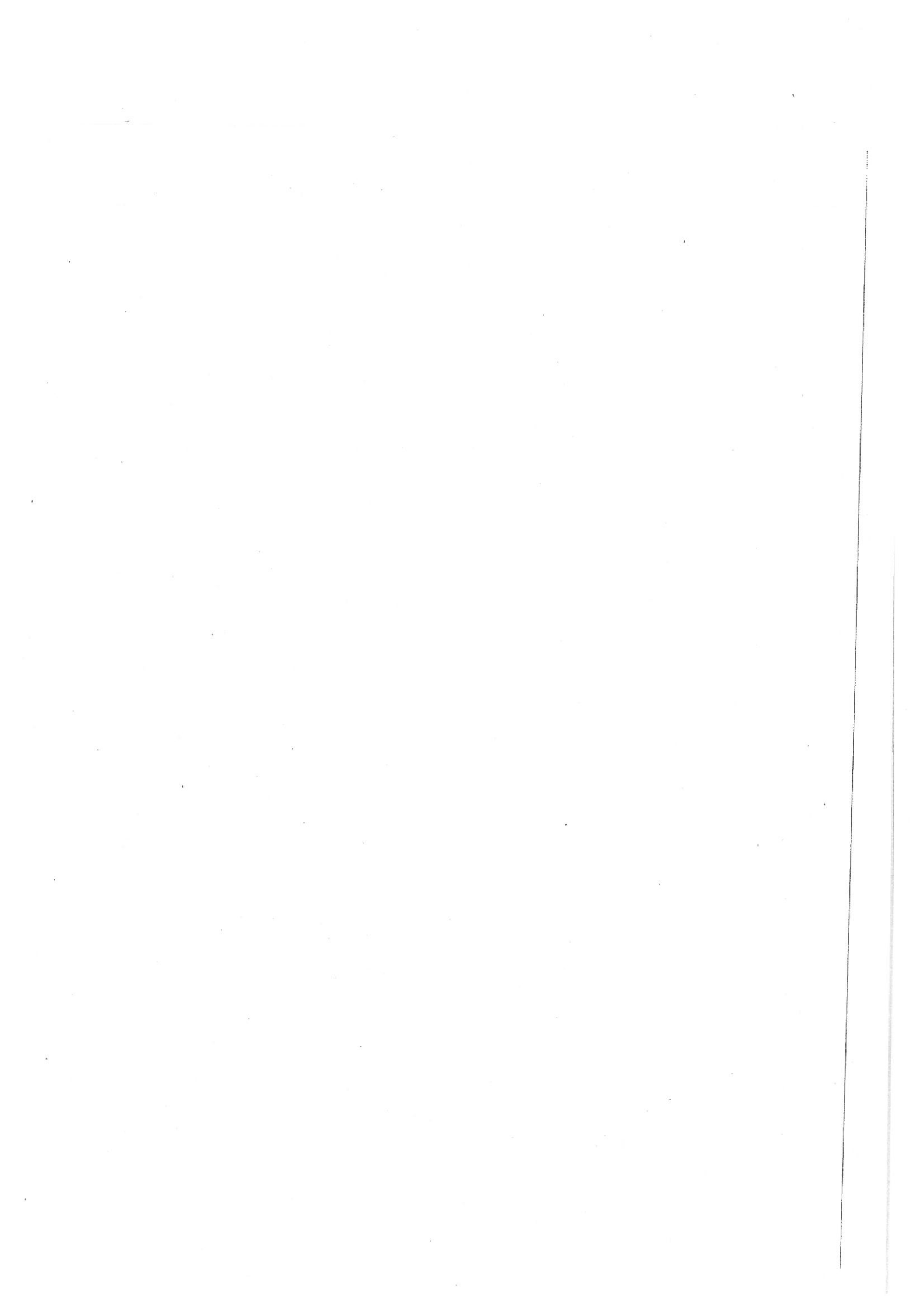
This deed supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

5.8 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

5.9 Attorneys

Each of the attorneys executing this deed states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.



Schedule 1

PART 1 - BORROWER

Borrower:

Super Holdings
Moonan Technologies Pty Ltd A.C.N. ~~090108071~~ 602666679

PART 2 - SECURITY TRUSTEE

Security Trustee: Aspinall Street Property Pty Ltd A.C.N. 600189759

PART 3 - PROMISOR

Promisor:

Annette Beverly Donaldson
Neil Thomas Donaldson

PART 4 - ASSET

Asset:

Lot 101, Circa Two, Aspinall Street, Nundah QLD 4012 being land described as Lot 101 SP253365 in Certificate of Title 50966389

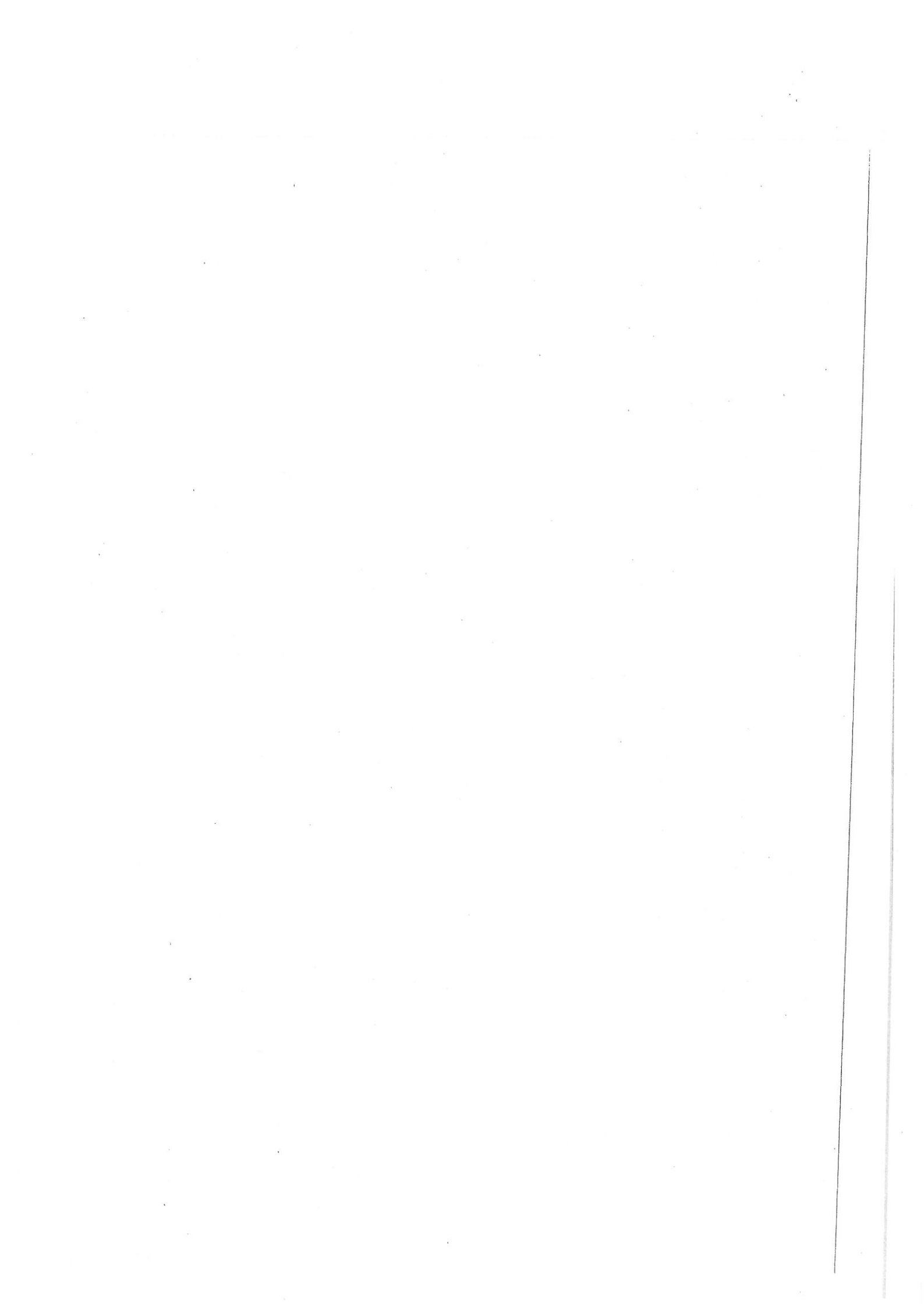
PART 5 - FUND

Fund:

Moonan Superannuation Fund

PART 6 - LETTER OF OFFER

Letter of Offer: between the Borrower and the Bank dated on or about the date of this deed.



SCHEDULE 2

EXECUTED AS A DEED

SIGNATURES

Super Holdings

602666679

Executed as a Deed by Moonan Technologies Pty Ltd A.C.N. ~~000100074~~ as trustee for the MOONAN SUPERANNUATION FUND in accordance with section 127 of the *Corporations Act 2001 (Cth)*.

Signature
NEIL THOMAS DONALDSON
Full Name (BLOCK LETTERS)
Director / Secretary
Office Held

Signature
ANNETTE BEVERLY DONALDSON
Full Name (BLOCK LETTERS)
Director
Office Held

* Please tick here if you are signing as Sole Director and Sole Company Secretary

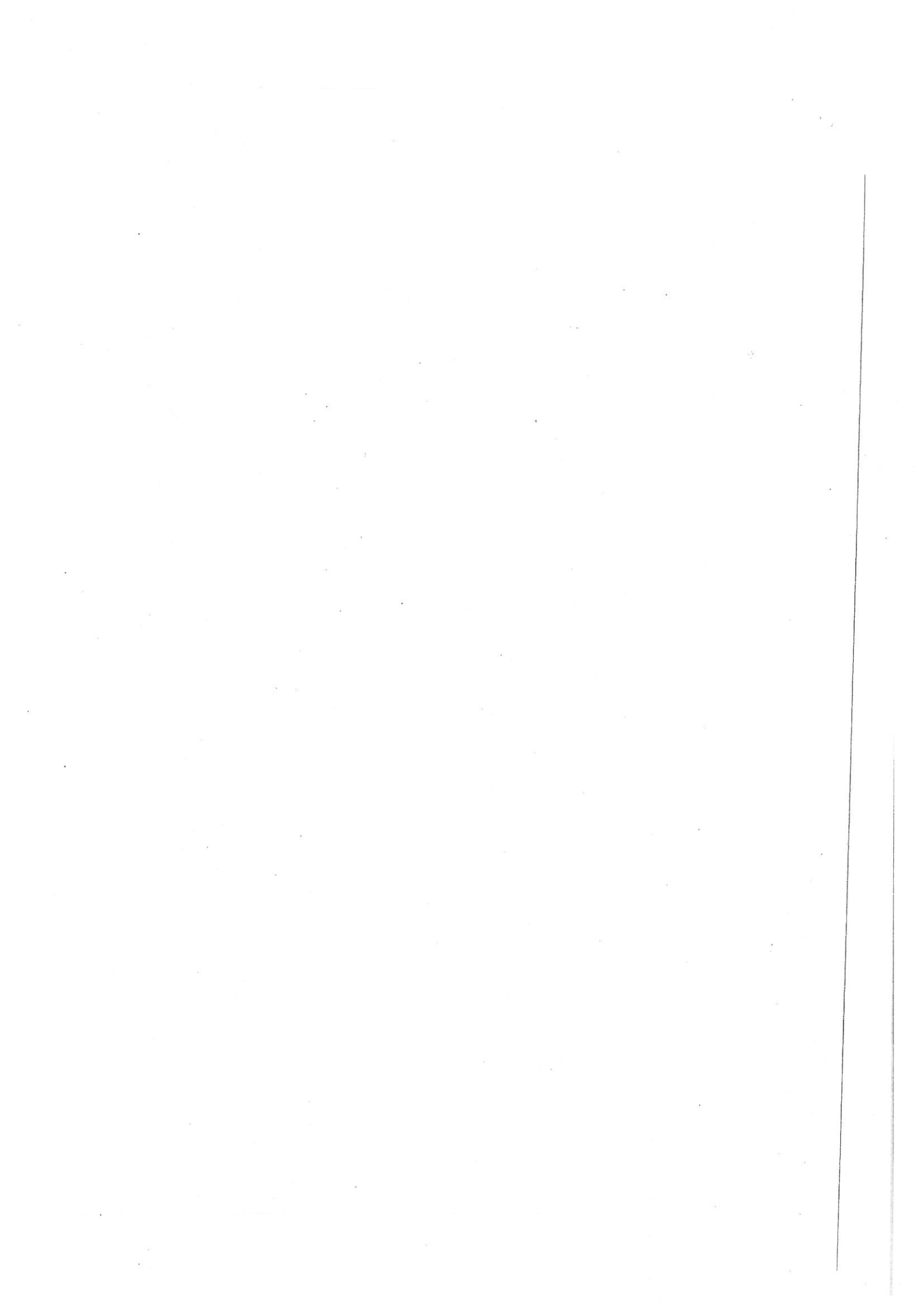
And:

Executed by Aspinall Street Property Pty Ltd A.C.N. 600189759 as Security Trustee in accordance with Section 127 of the *Corporations Act 2001 (Cth)*:

Signature
NEIL THOMAS DONALDSON
Full Name (BLOCK LETTERS)
Director / Secretary
Office Held

Signature
ANNETTE BARRY DONALDSON
Full Name (BLOCK LETTERS)
Director
Office Held

* Please tick here if you are signing as Sole Director and Sole Company Secretary



Signed Sealed and Delivered by Annette Beverly Donaldson in the presence of:

ttb
Signature of witness

Benjamin Caunt
Name of witness (print)

A. Donald
Signature

And:

Signed Sealed and Delivered by Neil Thomas Donaldson in the presence of:

ttb
Signature of witness

Benjamin Caunt
Name of witness (print)

NTD
Signature

And:

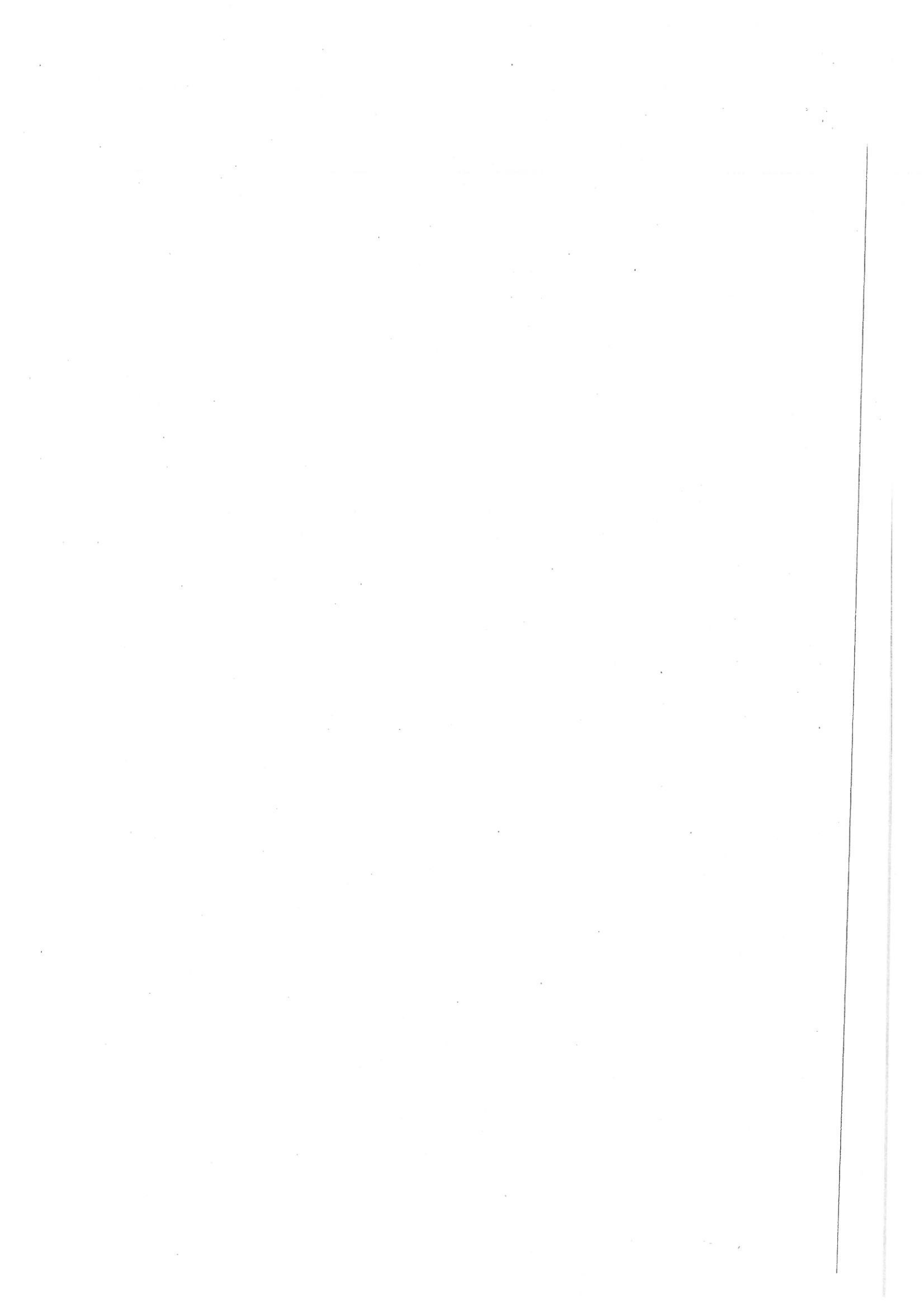
Signed Sealed and Delivered for and on behalf of the National Australia Bank Limited by its Attorney who holds the position of Level 3 Attorney under Power of Attorney dated 1 March 2007 in the presence of:

ttb
Signature of Witness

Benjamin Caunt
Name of Witness (print)

[Signature]
Signature of Attorney

DANIELLE QUINN
Name of Attorney (print)



STATUTORY DECLARATION (CORPORATE TRUSTEES)

The party named in Item 1 in the State of New South Wales, solemnly and sincerely declares as follows:

- 1 I am a director of the company specified in Item 2 (the "Company") and I am authorised to make this declaration on behalf of the Company.
- 2 The Company is the trustee of the trust specified in Item 3 (the "Trust").
- 3 The copies of the trust deed and other documents (if any) relating to the Trust annexed and marked "B" (the "Trust Deed") disclose all the terms of the Trust.
- 4 The Company will not vary (or permit variation to) the Trust Deed in any way or relinquish its trusteeship of the Trust without the prior consent in writing of the Bank.
- 5 The documents referred to in Item 4 (the "Trustee's Documents") have been signed or are being signed by the Company:
 - (a) in its own capacity and as trustee of the Trust; and
 - (b) for the benefit of the beneficiaries of the Trustand the Company has taken on or is taking on the obligations referred to in the Trustee's Documents in those capacities and for the benefit of those parties.
- 6 The Company has power under the Trust Deed and has in full force and effect the authorisations necessary (including, without limitation, under its Constitution) to enter into and observe its obligations under the Trustee's Documents and allow them to be enforced.

Item 1

Name of Deponent: *NEIL THOMAS DONALDSON*
Address: *21 REAY ST, HAMILTON NSW 2303*
Occupation: *CONSULTING ENGINEER*

Item 2

Name of Company & A.C.N.: *Aspinall Street Property Pty Ltd ACN 600 189 759*

Item 3

Name of Trust: *Aspinall Street Bare Trust*
Date of Trust Deed: *20th June 2014*

Item 4

Trustee's Documents

Facility Agreement/Letter of Offer dated: *7/11/14*
Guarantee and Indemnity dated: *7/11/14*
Charge dated: *7/11/14*
Mortgage dated: *7/11/14*
Other documents/obligations: *7/11/14*



National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian Credit Licence 230686

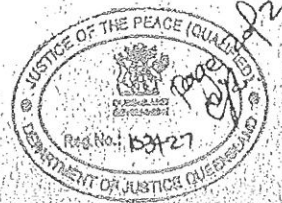


AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 (as amended).

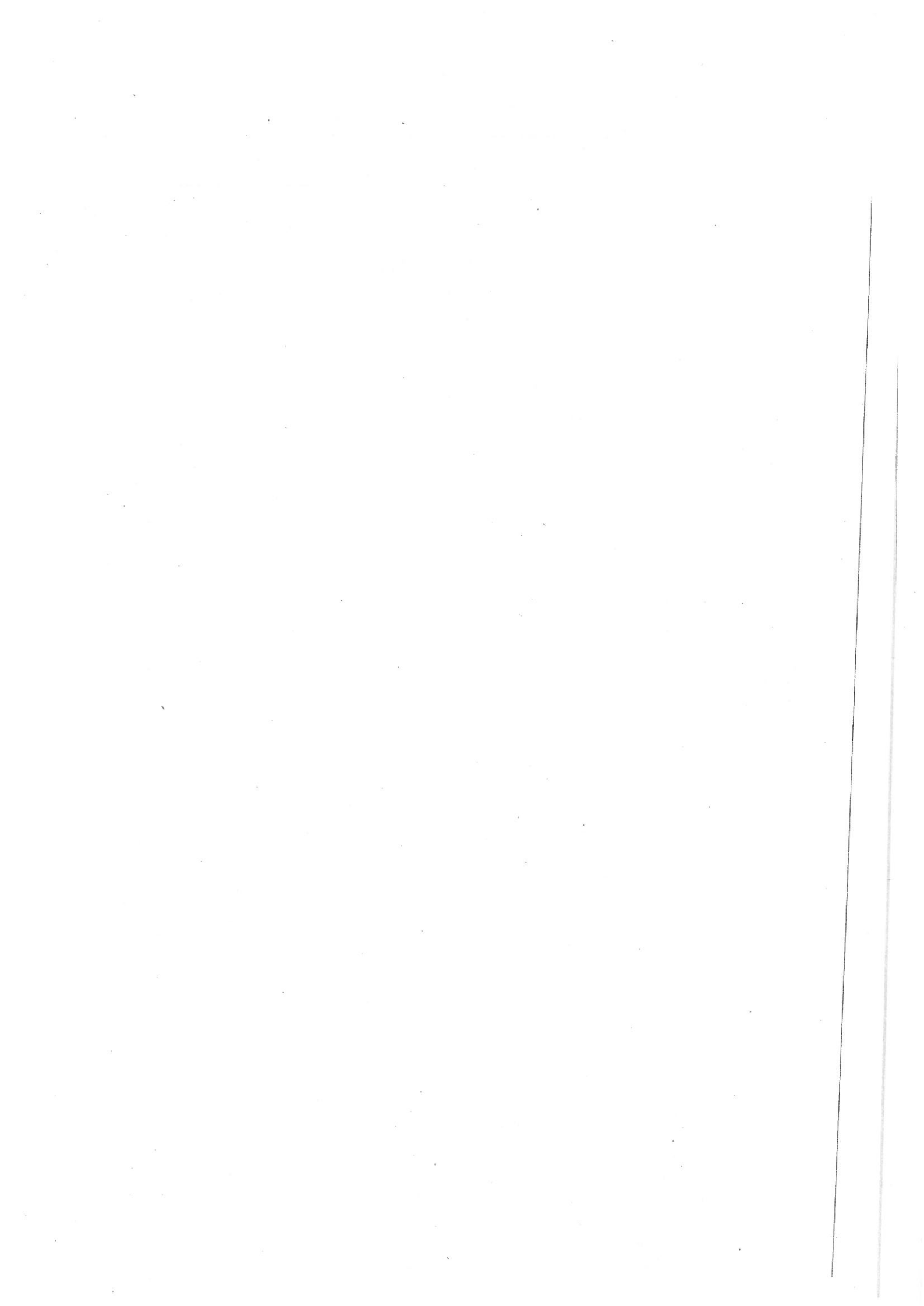
Subscribed and declared
at *Bracken Ridge, Queensland*
on *8th day of June 2014*
before me: *Cheryl Anne Russell*
CRussell
A Justice of the Peace



For initial facilities, list loan documents/securities being entered into by the trustee concurrently with the signing of the declaration. For any subsequent additional or increased facilities, list all previously signed documents that are still current plus those now being signed with the signing of the declaration. Where the trustee is guaranteeing the obligations of a third party, only the guarantee plus any supporting securities will be listed.



National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian Credit Licence 230686



STATUTORY DECLARATION (CORPORATE TRUSTEES)

The party named in Item 1 in the State of New South Wales, solemnly and sincerely declares as follows:

- 1 I am a director of the company specified in Item 2 (the "Company") and I am authorised to make this declaration on behalf of the Company.
- 2 The Company is the trustee of the trust specified in Item 3 (the "Trust").
- 3 The copies of the trust deed and other documents (if any) relating to the Trust annexed and marked "B" (the "Trust Deed") disclose all the terms of the Trust.
- 4 The Company will not vary (or permit variation to) the Trust Deed in any way or relinquish its trusteeship of the Trust without the prior consent in writing of the Bank.
- 5 The documents referred to in Item 4 (the "Trustee's Documents") have been signed or are being signed by the Company:
 - (a) in its own capacity and as trustee of the Trust; and
 - (b) for the benefit of the beneficiaries of the Trustand the Company has taken on or is taking on the obligations referred to in the Trustee's Documents in those capacities and for the benefit of those parties.
- 6 The Company has power under the Trust Deed and has in full force and effect the authorisations necessary (including, without limitation, under its Constitution) to enter into and observe its obligations under the Trustee's Documents and allow them to be enforced.

Item 1

Name of Deponent: *NEIL THOMAS DONALDSON*
Address: *21 BEAY ST, HAMILTON NSW 2303*
Occupation: *CONSULTING ENGINEER*

Item 2

Name of Company & A.C.N.: Moonan Super Holdings Pty Ltd ACN 602 666 679

Item 3

Name of Trust: The Moonan Superannuation Fund
Date of Trust Deed: 6th August 2012

Item 4

Trustee's Documents

Facility Agreement/Letter of Offer dated: *7/11/14*
Guarantee and Indemnity dated: *7/11/14*
Charge dated: *7/11/14*
Mortgage dated: *7/11/14*
Other documents/obligations: *7/11/14*



National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian Credit Licence 230686



AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 (as amended).

Subscribed and declared
at Bracken Ridge QLD
on 8th November 2014
before me: *Chavonne Heger Russell*



C. Russell
A Justice of the Peace



For initial facilities, list loan documents/securities being entered into by the trustee concurrently with the signing of the declaration. For any subsequent additional or increased facilities, list all previously signed documents that are still current plus those now being signed with the signing of the declaration. Where the trustee is guaranteeing the obligations of a third party, only the guarantee plus any supporting securities will be listed.



National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian Credit Licence 230686



Guarantee and Indemnity



Warning - Please Read

- You should seek independent legal and financial advice on the effect of this guarantee and indemnity (Guarantee) before you agree to sign it.
- You can refuse to sign this Guarantee.
- There are financial risks involved in signing this Guarantee (for example, it may become necessary for you to sell your assets so that you can pay NAB).
- You have the right to limit your liability under this Guarantee in accordance with the Code of Banking Practice (if it applies to this Guarantee) and as allowed by law.
- You can request information about the credit contract or other facility or financial obligation to be guaranteed (including any existing credit contract, facility or financial obligation with NAB to be refinanced by the new credit contract, facility or financial obligation).
- This Guarantee applies to:
 - (a) a future credit contract; or
 - (b) any other facility granted by NAB to the customer in the future; or
 - (c) any other financial obligation that the customer incurs to NAB in the future (together, the future obligations)

to the extent that the amount of the future obligations (together with all other existing credit contracts, facilities or other financial obligations guaranteed by this Guarantee) are within the limit that you agree to in this Guarantee.

Otherwise this Guarantee applies to future obligations if NAB gives you a copy of the relevant contract document and obtains your written acceptance of the extension of the Guarantee to that contract.



B B 6 3

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**Details
of guarantee and indemnity**

NAB

Name	National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian Credit Licence 230686
Address for notices	Cnr Gympie & Hamilton Rds CHERMSIDE 4032

The customer

Full name	Moonan Super Holdings Pty Ltd ATF Moonan Superannuation Fund ACN/ARBN/ABN 602666679
Address	21 REAY STREET HAMILTON NSW 2303

The Guarantor

Full name	NEIL THOMAS DONALDSON
Address	21 REAY STREET HAMILTON NSW 2303

Full name	ANNETTE BEVERLY DONALDSON
Address	21 REAY STREET HAMILTON NSW 2303

Full name	Aspinall Street Property Pty Ltd ATF Aspinall Street Bare Trust
Address	21 REAY STREET HAMILTON NSW 2303

Fill in section on
trust deed only
when a guarantor is
acting in a trustee
capacity

Trust name	Aspinall Street Bare Trust
Trustee	Aspinall Street Property Pty Ltd
Settlor	
Date	

What the Guarantor undertakes to pay:

Basic Amount (1+2):

1. All amounts which the customer owes NAB in Australian and Foreign currency, up to the following limits:

Australian currency

\$ 276,000

in words:

Two Hundred and Seventy Six Thousand Australian Dollars

Plus

Foreign currency

Plus name of foreign
currency

(Amounts of any nature including principal, interest, costs or otherwise, may be within these limits)

Plus 2

Any amounts falling outside the above limits which represent:

- (a) interest including default and compound interest; or
- (b) bank fees, costs, charges, expenses and taxes; or
- (c) economic costs

accrued in relation to the amounts within the above limits and owing by the customer to NAB as at or after the date shown on NAB's demand on you under 6.2 below,

Additional Amount (3, 4 + 5):

Plus 3 Any costs, expenses, liabilities and taxes payable by you as set out in 7.

Plus 4 Any interest payable by you as set out in 8.

Plus 5 Any amounts in connection with foreign currencies payable by you as set out in 9.

Guarantee Limit:

Basic Amount (1 and 2) plus Additional Amount (3, 4 and 5).

Indemnity:

As set out in 10, up to the Guarantee Limit.

Acknowledgment of Documents Received

Copies of Documents that MUST be Provided
(Cross out all documents that do not apply)

	Code Regulated Non-Directors (i.e. Guarantors who are not Directors of a company that is the customer)	Others <i>Tick additional required documents</i>
Guarantee and Indemnity	√	√
Guarantor Information Report (Guarantor Report of Debtor History)	√	√
Letter(s) of Offer &/or Loan Contract(s) with applicable 'A Guide to Fees & Charges' brochure; & Any other relevant brochures eg Personal Transaction and Savings Products (63372A0807)	√	√
Copy of any related Credit Report from a Credit Reporting Agency (only where a report was received for purposes of credit application)	√	
Copy of the latest account statement relating to an existing facility (only where facility being guaranteed refinances an existing facility)	√	
Copy of any financial accounts or statements of position provided by the Customer in the past two (2) years for the purpose of the facility being guaranteed (or for an existing facility being refinanced by the facility to be guaranteed)	√	
Copy of any unsatisfied Notices of Demand given to the Customer in the past two (2) years on the facility being guaranteed	√	
Copy of any current Credit related Insurance Contract (eg loan cover and insurance over mortgaged property).	√	
Any other information the Guarantor reasonably requests about the facility to be guaranteed or an existing facility which is to be refinanced by the facility to be guaranteed (not including internal opinions)	√	√

By signing this Guarantee I/We acknowledge that:

Number of sets:

- I/We have received from NAB an individual set of each of the documents listed above prior to signing this Guarantee

OR

- I/We have elected to receive and have received from NAB only one set of documents listed above prior to signing this Guarantee;
- Each of us individually has access to the set of documents;
- We do not require individual sets of the documents; and
- Each of us is entitled to receive on request to NAB an individual set of the documents

Documents provided (Applicable only for Code Regulated Non-Directors):

- I have been provided with a copy of all documents listed in the table above where they are held by NAB. Documents that don't apply have been crossed out (eg. credit report has been crossed out if no report was obtained for the facility).

OR

Documents provided (Applicable only for Other Guarantors):

- I/We have been provided with a copy of each document listed in the table above and marked (√).
- I/We am/are entitled to receive on request to NAB a copy of any other document listed in the table above but not marked (√) where they are held by NAB.

Signing:

- I/We also acknowledge that I/we have been advised that I/we do not have to sign the guarantee until the day following provision of the information that I/we have elected to receive to allow me/us time to consider that information and seek independent legal advice.

Signature Section for Companies


Aspinall Street Property Pty Ltd

Guarantor Company Name (BLOCK LETTERS)



I/we acknowledge receipt of the documents listed in the 'Acknowledgment of Documents Received' section of this Guarantee (please tick box).

Executed by the company named above in accordance with Section 127 of the Corporations Act 2001 (Cwlth)



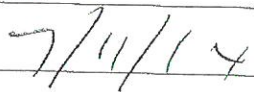
Signature

NEIL THOMAS DONALDSON

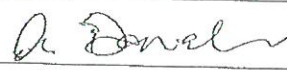
Full name (BLOCK LETTERS)

Director / Secretary*

Office Held



Date



Signature

ANNETTE BEVERLY DONALDSON

Full name (BLOCK LETTERS)

Director / Secretary

Office Held



Date

* Please tick here if you are signing as Sole Director and Sole Company Secretary

Not Code Regulated Guarantor

Signature Section for Individuals

IMPORTANT BEFORE YOU SIGN

- READ THIS GUARANTEE DOCUMENT.
- You should also read the information statement: "IMPORTANT – What a Guarantee Is – Explanation of your Guarantee and Indemnity" (contained within this Guarantee)
- 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 customer.

THINGS YOU MUST KNOW

- Understand that, by signing this Guarantee, you may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and NAB's reasonable expenses in enforcing the Guarantee.
- If the customer 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.


THINGS YOU MUST KNOW

- This Guarantee applies to:
 - (a) a future credit contract; or
 - (b) any other facility granted by NAB to the customer in the future; or
 - (c) any other financial obligation that the customer incurs to NAB in the future (together, the future obligations)
 to the extent that the amount of the future obligations (together with all other existing credit contracts, facilities or other financial obligations secured by this Guarantee) are within the limit that you agree to in this Guarantee.
- Otherwise this Guarantee applies to future obligations if NAB gives you a copy of the relevant contract document and obtains your written acceptance of the extension of the Guarantee to that contract.

Statutory Warning: A person who guarantees the liability of a person who is under 18 years of age when the liability was incurred may not be entitled to an indemnity from the person who incurred the liability.

I acknowledge receipt of the documents listed in the 'Acknowledgment of Documents Received' section of this Guarantee (please tick box).

Signed, sealed and delivered as a deed by the guarantor



Guarantor's signature
Signed in the presence of the guarantor's solicitor or bank officer

NEIL THOMAS DONALDSON

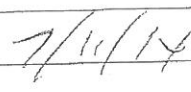
Name of Guarantor



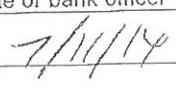
Witness' signature

ANDREW RAY WHELDON
SOLICITOR

Name of Witness
To be witnessed by the solicitor who signs the solicitor's certificate or bank officer



Date



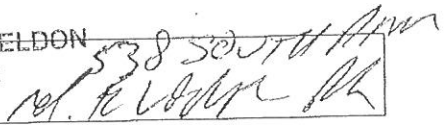
Date

For Banker completion

- Code of Banking Practice Regulated – Company Director
- Code of Banking Practice Regulated – Non-Director
- Not Code Regulated Guarantor

Certificate from guarantor's solicitor

- I certify that I am a legal practitioner instructed and employed by this guarantor independently of NAB.
- I certify that I explained the effect of this guarantee and indemnity to the guarantor who appeared to be aware of and to understand the nature and effect of obligations of the guarantor under this guarantee and indemnity, and executed it in my presence.

ANDREW RAY WHELDON
SOLICITOR


Name of firm and address



Solicitor's Signature

ANDREW RAY WHELDON
SOLICITOR

Print Name & Date

7/11/14

IMPORTANT BEFORE YOU SIGN

- READ THIS GUARANTEE DOCUMENT.
- You should also read the information statement: "IMPORTANT – What a Guarantee Is – Explanation of your Guarantee and Indemnity" (contained within this Guarantee)
- 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 customer.

THINGS YOU MUST KNOW

- Understand that, by signing this Guarantee, you may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and NAB's reasonable expenses in enforcing the Guarantee.
- If the customer 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.

THINGS YOU MUST KNOW

- This Guarantee applies to:
 - (a) a future credit contract; or
 - (b) any other facility granted by NAB to the customer in the future; or
 - (c) any other financial obligation that the customer incurs to NAB in the future (together, the future obligations)
 to the extent that the amount of the future obligations (together with all other existing credit contracts, facilities or other financial obligations secured by this Guarantee) are within the limit that you agree to in this Guarantee.
- Otherwise this Guarantee applies to future obligations if NAB gives you a copy of the relevant contract document and obtains your written acceptance of the extension of the Guarantee to that contract.

Statutory Warning: A person who guarantees the liability of a person who is under 18 years of age when the liability was incurred may not be entitled to an indemnity from the person who incurred the liability.

I acknowledge receipt of the documents listed in the 'Acknowledgment of Documents Received' section of this Guarantee (please tick box).

Signed, sealed and delivered as a deed by the guarantor

A. Donaldson

Guarantor's signature

Signed in the presence of the guarantor's solicitor or bank officer

ANNETTE BEVERLY DONALDSON

Name of Guarantor

7/14/14

Date

[Signature]

Witness' signature

ANDREW RAY WHELDON
SOLICITOR

Name of Witness

To be witnessed by the solicitor who signs the solicitor's certificate or bank officer

7/14/14

Date

For Banker completion

Code of Banking Practice Regulated – Company Director

Code of Banking Practice Regulated – Non-Director

Not Code Regulated Guarantor

Certificate from guarantor's solicitor

- I certify that I am a legal practitioner instructed and employed by this guarantor independently of NAB.
- I certify that I explained the effect of this guarantee and indemnity to the guarantor who appeared to be aware of and to understand the nature and effect of obligations of the guarantor under this guarantee and indemnity, and executed it in my presence.

ANDREW RAY WHELDON 338 SOUTH AVE
SOLICITOR

Name of firm and address

[Signature]

Solicitor's Signature

ANDREW RAY WHELDON
SOLICITOR

Print Name & Date

IMPORTANT – What a Guarantee Is - Explanation of *your* Guarantee & Indemnity

The purpose of this document:

- The purpose of this document is to assist *you*, when reading *your* proposed Guarantee & indemnity ("Guarantee"), to understand its terms and conditions and the risks involved in signing it.
- *You* should refer to *your* proposed Guarantee when reading this document.
- This document is not intended to be and is no substitute for legal advice.
- *You* should see *your* solicitor to obtain legal advice on *your* proposed Guarantee (Solicitors in South Australia and Western Australia may decline to give advice about guarantees).
- If *you* have any doubts about the level of financial risk involved *you* should obtain independent financial advice.

Important provisions of the Guarantee of which *you* should be aware:

1. Warnings

Warnings appear on the front cover and above the signature section of the Guarantee. *You* must read them carefully. They alert *you* to important issues in relation to the Guarantee *including* that:

- the Guarantee is an agreement by which *you*, the guarantor, accept *personal* responsibility to pay a debt which the *customer* owes or may come to owe *NAB*;
- the Guarantee applies to future credit contracts granted to the *customer*; and
- if *you* do not pay under the Guarantee, *NAB* may take and sell your mortgaged property or any other property over which *you* have granted *NAB* a *security interest*, and recover any shortfall from *you*.

2. *NAB* has not made any statements or promises to *you*

You cannot rely upon anything said to *you* by anyone about the Guarantee or upon any other statement or document unless it is a written variation or waiver from *NAB* (see clause 3 of the Guarantee).

For example, *you* have to make *your own* enquiries and satisfy *yourself* about:

- the viability of any transaction being undertaken by the *customer*;
- the ability of the *customer* or another guarantor to make payments to *NAB*;
- the creditworthiness, financial position and honesty of the *customer* and any other guarantor; and
- the adequacy or value of any *security interest* provided to *you* by the *customer*.

3. *You* are individually liable to *NAB* for the full amount whether or not others are also liable

You are "jointly and separately liable" with any other guarantors. This means that *NAB*, at its option, may claim the full amount under the Guarantee from *you* individually, or from any or all of the guarantors together.

You are liable under the Guarantee even if someone who is intended to be a co-guarantor does not sign it or stops

being liable for any reason, or is released from liability by *NAB* (see clause 4 of the Guarantee).

4. *You* are liable to *NAB* even if the *customer* is not liable

The Guarantee includes an indemnity from *you*. This means that *you* may be liable to *NAB* under the Guarantee even if the *customer* is not liable for any reason given in the Guarantee (see clause 10 of the Guarantee).

5. *You* are liable under the Guarantee up to the *Guarantee Limit* (the Guarantee is not an unlimited guarantee)

The *Guarantee Limit* is the *Basic Amount* plus *Additional Amounts* (including costs and interest), as those terms are used in the Guarantee (see the *Details* and clause 6 of the Guarantee).

6. The Guarantee applies to all amounts the *customer* may owe *NAB*; it is not limited to specific transactions or a certain period

The Guarantee applies to all amounts that the *customer* may owe *NAB* but of those amounts the total that can be claimed from *you* is the *Guarantee Limit* (see clause 6.2 of the Guarantee).

Amounts owing by the *customer* to *NAB* can include amounts under future credit contracts between the *customer* and *NAB* entered into after *you* execute the Guarantee, whether or not *you* consent to them or are aware of them. However the total amount that can be claimed from *you* is still the *Guarantee Limit*.

7. *You* remain liable under the Guarantee even if other things change

NAB may, for example, without *your* knowledge or consent:

- increase the *customer's* debt;
- change the terms of the *customer's* debt;
- replace and grant new or additional facilities to the *customer*;
- release the *customer*, any co-guarantor or any *security interest*; or
- delay taking action, even if the *customer* defaults

and *you* remain liable for all amounts that the *customer* may owe *NAB* but the total amount that can be claimed from *you* is the *Guarantee Limit* (see clause 14.2 of the Guarantee).

8. *You* are liable if the *customer* becomes bankrupt or insolvent

If the *customer* becomes bankrupt or *insolvent* *you* continue to be liable *including* for any earlier payment made to *NAB* that has to be repaid for any reason (see clause 6.3 of Guarantee).

NAB may rely on the Guarantee and any supporting *security interest* for seven months after the *customer's* debt is repaid in case the *customer* becomes bankrupt or *insolvent* within that time (see clause 12 of Guarantee).

9. *Your security interest* apply to the Guarantee

Unless expressly excluded, any mortgage, charge or other *security interest* granted by *you* to *NAB* can be relied on by *NAB* to cover *your* liability under the Guarantee (see clause 12 of the Guarantee).

10. You give up certain rights by signing the Guarantee

You give up certain rights (including your right of subrogation) until NAB has received 100 cents in each dollar that the *customer* owes NAB (see clause 16.2 of the Guarantee). (Under the "right of subrogation" if you pay the *customer's* debts to NAB, you may be entitled to "stand in NAB's shoes" in relation to the *customer*).

You are agreeing to remain liable despite any conduct by NAB or other circumstances that might otherwise in law release you from liability as a guarantor (see clause 14.2 of the Guarantee).

11. NAB may take action against you without first taking action against the Customer

NAB need not first exhaust rights against the *customer* or under *security interests* granted by the *customer*, before claiming amounts from you under the Guarantee.

Once the *customer* has defaulted in paying amounts to the NAB, or if you become *insolvent*, NAB may demand payment from you and then enforce any *security interest* it holds from you to recover your liability under the Guarantee. (see clauses 6 and 11 of the Guarantee).

Normally NAB is also entitled to take other recovery action against you under the Guarantee without first or at the same time, taking action against the *customer*. However the Code of Banking Practice provides that if you and the *customer* are both individuals and the *customer* has been located and is solvent, then NAB may obtain but must not enforce a judgment against you unless:

- it has first obtained judgment against the *customer* and the debt remains unsatisfied for 30 days after NAB makes written demand on the *customer* for payment;
- a court, tribunal or other body with relevant jurisdiction has relieved NAB of the obligation to proceed first against the *customer*;
- you have provided a mortgage or other security for your liability under the Guarantee and the *customer* has not provided a mortgage or other security for the guaranteed liability; or
- the *customer* has provided a mortgage or other security for the guaranteed liability and NAB has enforced that mortgage or other security or reasonably expect that the proceeds of its enforcement will not be sufficient to repay the guaranteed liability.

12. Cancelling the Guarantee

You may give written notice to NAB withdrawing from the Guarantee:

- at any time before credit is first given to the *customer*; or
- if the Code of Banking Practice applies (see clause 5 of the Guarantee), at any later time, in relation to a particular credit contract only, if that credit contract differs in a material respect from the proposed credit contract given to you before the Guarantee was signed by you.

You may give written notice to NAB cancelling the Guarantee in respect of any future liability of the *Customer*. However,

- NAB may require you to extinguish all of your liability under the Guarantee by requiring you to pay the amounts then owing (and securing any existing

contingent liability of the *customer*) before the notice will be effective (see clause 15 of the Guarantee);

- you will still remain liable under the Guarantee for the amount of the *customer's* debt at the time you give the notice plus additional amounts that may accrue in relation to such amounts or which NAB has already agreed to provide to the *customer*; and
- it may lead to the *customer* being in default and NAB demanding payment from the *customer* and from you under the Guarantee.

A notice from you must comply with clause 23.1 of the Guarantee.

13. NAB may apply payments it receives as it decides

NAB may apply any payments it receives in any order and to any debt, as it sees fit without having to obtain your consent (see clause 17 of Guarantee).

14. NAB may set off credit funds in your name against your liability under the Guarantee

NAB can debit an account in your name or set off any credit funds in your name against the amounts you owe under the Guarantee (see clause 18 of Guarantee).

15. The Guarantee exists independently from any other guarantee or security interest

The Guarantee is independent from any other guarantee or *security interest* and is not affected if any other guarantee or *security interest* is of no legal effect (see clause 20 of Guarantee).

16. What if you are a trustee

The name of the trust of which you are a trustee must be inserted in the *Details* at the front of the Guarantee.

Your liability is not limited to the trust assets. You are liable *personally* and in your capacity as trustee of the trust (see clause 21 of Guarantee).

17. NAB may certify what amounts are owing

NAB can state in a certificate the amounts due by you under the Guarantee and, to the extent permitted by law, the certificate will be taken as true and is all that NAB needs to do to prove that amount is owing by you (see clause 22 of the Guarantee).

18. Disclosure of information

NAB may disclose information about you as detailed in clause 24 of the Guarantee.

You are entitled to know the amount owing by the *customer* from time to time for which you are liable under the Guarantee but you are not otherwise entitled to information about the *customer* unless:

- the *customer* consents; or
- you are entitled to that information for some other reason (for example that you are a director of the *customer*).

19. Voluntary execution

You do not have to sign the Guarantee

You should tell NAB if you are being pressured into signing the Guarantee

Provisions of guarantee and indemnity

Part A – About this Guarantee

Reason for it

- 1.1 The *customer* may have established or be seeking to establish credit and banking facilities with NAB.
- 1.2 NAB will not give or continue giving the facilities or agree to any variations or extensions unless you give this Guarantee.
- 1.3 By signing this Guarantee you ask NAB to give or continue giving the facilities to the *customer*, and you give this Guarantee in return for NAB agreeing to do so.
- 1.4 You agree to such facilities being varied, extended, or replaced or to new or additional facilities being granted even though you may not be asked to consent to them or even have knowledge of them but your liability under this Guarantee will not exceed the *Guarantee Limit* (see 6 below).
- 1.5 NAB is not obliged to grant a request by you or the *customer* for a facility or a variation or extension.

Key words

2. The meaning of words printed *like this* is explained in 29 below.

What you acknowledge by signing it

3. You acknowledge that:
 - (a) all the terms and conditions of this Guarantee are set out in this document;
 - (b) in deciding to enter into this Guarantee the only statements by NAB which you took into account and relied on are those contained in this document;
 - (c) no other statement, document or promise can affect the operation of this Guarantee; and
 - (d) no provision of this Guarantee can be varied or waived by NAB except by written notice from NAB;
 - (e) you are responsible for making, and for continuing to make, your own investigation of the creditworthiness, financial position and honesty of the *customer* and any other person named as a co-guarantor in this Guarantee; and
 - (f) in the future, facilities granted to the *customer* may be varied, extended or replaced or new or additional facilities may be granted, even though you may not be asked to consent to them or even have knowledge of them.

You are liable even if others are not

4. You are liable to NAB under this Guarantee even if the *customer* or any other person named as or intended to be a co-guarantor for any amount which the *customer* owes NAB:
 - (a) does not sign or does not sign properly this Guarantee or any other document; or
 - (b) does not become liable under this Guarantee or any other document; or
 - (c) stops being liable or is discharged from liability whether by agreement with NAB or because of any principle of law or equity; or
 - (d) gives NAB effective notice to stop further

liability, and you did not sign the notice or give NAB a similar notice; or

- (e) is ever incapacitated.

Code of Banking Practice

5. NAB has adopted the Code of Banking Practice and if you are an individual and the *customer* is another individual or a small business customer (as defined by the Code) relevant provisions of the Code apply to this Guarantee.

Part B – What you undertake to pay

Your payment undertakings

- 6.1 The maximum amount that NAB can require you to pay under this Guarantee is the *Guarantee Limit*. Your payment obligations under this Guarantee are subject to this limitation of liability.
- 6.2 You guarantee that the *customer* will pay NAB all the amounts which the *customer* owes NAB at any time. If the *customer* does not pay an amount when due, you agree to pay that amount to NAB when NAB demands it. NAB may demand from you separately different amounts which the *customer* fails to pay.

In addition to the amount NAB demands, you must also pay NAB at the same time, without any further demand, any further *Basic Amount* accrued and not paid by the *customer* since the date shown on NAB's demand under this clause.

- 6.3 A payment by any person will not be considered to discharge any amounts which the *customer* owes NAB if for any reason any part of the payment is claimed later to be void or voidable or a preference. You will continue to be liable as guarantor for the part of the payment claimed to be void or voidable. NAB may concede the claim or compromise it in any way NAB chooses without giving notice to, or obtaining the consent of, you or the *customer*.
- 6.4 NAB may demand and recover from you any amounts which the *customer* owes NAB without taking into account any amounts which NAB may owe the *customer* for any reason.
- 6.5 NAB may include in the amount demanded the value of any bills or other instruments of the *customer* even though they may be in circulation, outstanding or not yet payable.

Cost and Expenses

- 7.1 You must pay NAB on demand all the costs, expenses and liabilities NAB incurs in connection with enforcing, attempting to enforce, exercising any power or remedy under, or taking any other action in connection with this Guarantee, the *Securities* or any other security interest or other related document given to NAB by you or the *customer*.

These include on a full indemnity basis all

- administration costs including enforcement charges published by NAB;
- legal fees (including the costs of NAB's inhouse legal counsel and external legal fees and expenses);
- advisor's and agent's costs; and
- amounts paid by NAB under any indemnity given by NAB to a receiver appointed by NAB.

Taxes

- 7.2 You must pay NAB on demand all taxes which are

payable in connection with:

- (a) this Guarantee, any *Securities* or any other document you give NAB; or
- (b) any receipt or payment of, or any credit or debit for, any amounts which the customer owes NAB or any amounts payable by you to NAB; or
- (c) any transaction covered by this Guarantee.

Interest

- 8.1 You must pay NAB interest on each amount which you are liable to pay NAB under 6, 7, 8, 9 and 10 from the date shown on NAB's demand served on you for the amount, until the date of your full payment to NAB. If you must pay interest under this clause on any amount included in a demand under 6, that interest is payable instead of any further *Basic Amount* under 6 that represents interest accrued and not paid by the customer on that amount since the date shown on the demand.
- 8.2 In respect of amounts you are liable to pay under 6, the rate or rates of interest payable by you will be either:
 - (a) the rate specified for this purpose in NAB's demand served on you under 6.2 above, which rate will not exceed one and a half times the *Base Rate* as at the date shown on that demand; or
 - (b) if no rate is specified for this purpose in that demand, the interest rate or rates payable from time to time by the customer in respect of those amounts.
- 8.3 In respect of amounts you are liable to pay under 7, 8, 9 and 10, the rate of interest payable by you will be either:
 - (a) the rate specified for this purpose in NAB's demand served on you, which rate will not exceed one and a half times the *Base Rate* as at the date shown on that demand; or
 - (b) if no rate is specified for this purpose in that demand but NAB debits the amount to an account, the rate applying to that account; or
 - (c) if neither of the above apply, one and a half times the *Base Rate* as at the date shown on NAB's demand for the amount.
- 8.4 NAB may "compound" interest. This means that NAB may:
 - (a) charge you interest, as set out above, for whatever period or at whatever interval or intervals NAB chooses; and
 - (b) add the interest, at those intervals, to the amount for which you are liable; and
 - (c) charge you interest on the total amount.

Foreign currencies

- 9.1 If any amounts which the customer owes NAB are due in a currency which is different from the currency or currencies in which the *Basic Amount* is expressed in the *Details*, NAB may require you to pay NAB:
 - (a) those amounts in that different currency up to the equivalent of the *Guarantee Limit* in the different currency at the date when you pay NAB; or
 - (b) the equivalent up to the *Guarantee Limit* of

those amounts in the amounts and currencies in which the *Basic Amount* is expressed at the date when NAB requires you to pay NAB; or

- (c) partly in one way and partly in the other way. You must also pay interest under 8 on them in the currency or currencies NAB has specified.

- 9.2 In all other cases you must pay all amounts due from you under this Guarantee in the same currency or currencies in which the *Basic Amount* is expressed in the *Details*.
- 9.3 If you make a payment in a currency different from that required under 9.1 or 9.2, you must indemnify NAB for any losses (including any costs and premium) which NAB suffers when NAB converts that payment into the relevant currency.
- 9.4 If NAB is compelled to prove or recover an amount against you in a currency different from that required under 9.1 or 9.2 or due from the customer, you must indemnify NAB for any losses (including any costs and premium) which NAB suffers when NAB converts the amount back into the original currency after NAB recovers it from you.
- 9.5 NAB may use the exchange rates and costs (including any premium) which NAB would charge a purchaser of any relevant currency in the amounts and at the times concerned and the conversion may be through one or more other currencies where that is usual or necessary to determine the exchange rates of any two currencies.

Indemnity

- 10.1 You indemnify NAB against and you must pay NAB for any loss it suffers, up to the amount of the *Guarantee Limit*, because the customer is ever *incapacitated* or you do not comply with a term of this Guarantee.
- 10.2 This indemnity applies whether or not either you or NAB knew or ought to have known about any fact or circumstance which gives rise to a claim under it.
- 10.3 This indemnity is an additional obligation of yours which NAB may enforce against you as a principal debtor separately from your obligations under 6.

NAB can claim if you are insolvent

11. If you are ever *insolvent*, NAB may prove immediately for all the amounts which the customer owes NAB and any other amounts payable to NAB under this Guarantee, but the total amount NAB may prove for may not exceed the *Guarantee Limit*.

Part C – Securities

The Securities cover your liability

12. To cover your liability under this Guarantee NAB can:-
 - (a) resort to the *Securities*;
 - (b) keep the *Securities* to secure any part of your indemnity in 10.1 and any amount owing under 6.2 for 7 months after all the amounts which the customer owes NAB have been finally paid in full and for as long after that as NAB thinks necessary for it to be reasonably sure that you are not likely to have any liability to it by 6.3.

You must assign to NAB the customer's security interests

- 13.1 You agree to assign to NAB on demand any *security interest* which you hold at any time from the *customer* in respect of your liabilities under this Guarantee.
- 13.2 If any assignment under 13.1 above results in either you or the customer granting NAB a *security interest*, you agree to do anything NAB asks you to do to ensure:
- (a) the *security interest* granted is perfected;
 - (b) NAB is able to register any document, or notice in respect of any document, granting the *security interest*, or the *security interest* constituted by such document or notice, with the priority that NAB requires, and to maintain that registration; and
 - (c) NAB has control of any, or all, of the *personal property* the subject of the *security interest* that is granted.
- 13.3 You agree to pay NAB for NAB's costs in preparing, registering and maintaining any financing statement or financing change statement (each as defined in the PPSA) in respect of any such *security interest*.

Part D – Your liability

What will NOT end your liability

- 14.1 This Guarantee is a continuing obligation for all the *amounts which the customer owes NAB*. It is not discharged by any intermediate payment or settlement of accounts.
- 14.2 Your obligations under this Guarantee are not affected by anything that might otherwise affect them under the law relating to sureties, including:
- (a) any change in the legal capacity, rights or obligations of the *customer*, a co-guarantor, any other *person* or you; or
 - (b) the fact that the *customer*, a co-guarantor, or any other *person* or you are a trustee, nominee, joint holder or joint venturer, or a member of a firm, partnership, committee or association; or
 - (c) the fact that, in relation to any *amounts which the customer owes NAB* or any *security interest* (whether given by the *customer*, you or a co-guarantor), guarantee or indemnity for them, NAB:
 - (i) obtains a judgment against the *customer*, a co-guarantor or any other *person*; or
 - (ii) gives up, releases, varies or exchanges, or fails to obtain, perfect, register or realise, or deals in any other way with the *security interest*, guarantee or indemnity; or
 - (iii) grants time or any other concession to, or compounds or compromises with, or does or omits to do anything which affects the obligations of, the *customer*, a co-guarantor or any other *person* to NAB or to you; or
 - (iv) receives any dividends out of the estate or assets of the *customer*, a co-guarantor or of any *person*; or
 - (d) the fact that any *security interest*, guarantee or indemnity held or taken by NAB is void,

defective or unenforceable or ranks after any other *security interest* or obligation for any reason; or

- (e) the *customer*, a co-guarantor or any other *person* is ever *incapacitated*; or
- (f) any credit, banking facilities or other arrangement NAB gives the *customer* alone or with any other *person*, is varied, replaced, extended, stopped, or refused, whether with or without your consent or knowledge; or
- (g) NAB granting to the *customer* alone or with any other *person*, new or additional credit or banking facilities, or the increasing of credit or banking facilities above the *Basic Amount*, whether with or without your consent or knowledge; or
- (h) NAB transacting any business with or on account of the *customer* alone or with any other *person* whether with or without your consent or knowledge; or
- (i) the fact that any *amounts which the customer owes NAB* may not be recoverable from the *customer*, a co-guarantor or any other *person* for any reason; or
- (j) the cessation of business by any firm or partnership which the *customer* or you comprise, or any change in its membership.

- 14.3 If the *customer* comprises a firm or partnership and

- (a) the firm or partnership ceases business, or
- (b) its membership changes (whether by death, retirement or admission of any partner or for any other reason),

this Guarantee continues to bind you whether or not you are, or you remain, a member of the firm or partnership and applies to the *amounts which the customer owes NAB* as incurred before or after the change of membership or cessation of business.

- 14.4 If *persons* named in the *Details* as guarantor comprise a firm or partnership (whether or not they are described as partners) and

- (a) the firm or partnership ceases business; or
- (b) its membership changes (whether by the death, retirement or admission of any partner or for any other reason);

this Guarantee continues to bind you and you agree that the assets of the firm or partnership will continue to be available to meet your obligations under this Guarantee.

- 14.5 The extent of your obligations under this Guarantee can increase after you become *incapacitated*.

How to end your liability for future obligations

- 15.1 You may stop this Guarantee covering further liabilities the *customer* may incur to NAB only by:
- (a) giving NAB notice in writing; and
 - (b) unless NAB agrees to the contrary, either:
 - (i) if the *amounts which the customer owes NAB* can be determined exactly, paying NAB those amounts up to the *Guarantee Limit*; or
 - (ii) if those amounts cannot be determined exactly, securing NAB up to the *Guarantee Limit* in a manner and to an extent that NAB (acting reasonably)

considers satisfactory to NAB.

security interest or in an *insolvency* or otherwise) in competition with NAB in respect of:

- (i) any payment *you* make under this Guarantee; or
- (ii) any liability which the *customer* owes NAB for any reason; or
- (c) take over any of NAB's rights as creditor (known as subrogation) in respect of any amount paid or payable by *you* to NAB; or
- (d) require NAB to resort to any *security interest* or right it holds for any amounts which the *customer* owes NAB before or when NAB resorts to *you* under this Guarantee or any *security interest* NAB holds from *you*; or
- (e) claim or enforce any right of contribution or indemnity against any co-guarantor or against any other *person* who has signed this Guarantee as a co-guarantor.

15.2 If any *security interest* is granted by *you* to NAB under 15.1(b)(ii), *you* agree to do anything NAB asks *you* to do to ensure:

- (a) the *security interest* granted is *perfected*;
- (b) NAB is able to register any document, or notice in respect of any document, granting the *security interest*, or the *security interest* constituted by such document or notice, with the priority that NAB requires, and to maintain that registration; and
- (c) NAB has *control* of any, or all, of the *personal property* the subject of the *security interest* that is granted.

15.3 *You* agree to pay NAB for NAB's costs in preparing, registering and maintaining any financing statement or financing change statement (each as defined in the PPSA) in respect of any *security interest* referred to in 15.2 above.

15.4 The notice does not reduce *your* liability under this Guarantee in respect of the total of the amounts which the *customer* owes NAB at the time of the notice or for interest, bank fees, costs, *economic costs*, charges, expenses and *taxes* later accrued in relation to such amounts.

15.5 The notice does not prevent *you* becoming liable for any amounts that NAB had agreed to make available to the *customer* before the time of the notice but had not yet provided, but *you* may stop this Guarantee covering those amounts by paying them to NAB or by making provision for their payment under 15.1 as if they were amounts which the *customer* owes NAB at the time of the notice.

15.6 Even though *you* have given NAB a notice, 6.3 will still apply if it is claimed later that any payment by the *customer* before the time of the notice is void or voidable for any reason or is a preference.

15.7 NAB may continue any existing accounts or open new accounts with the *customer* even though:

- (a) *you* give NAB notice to stop further liabilities; or
- (b) NAB makes a demand under this Guarantee; or
- (c) this Guarantee stops being a continuing obligation.

As far as this Guarantee is concerned, any money paid into those accounts after that time will not be considered to discharge any amounts which the *customer* owes NAB up to that time or to reduce *your* liability under this Guarantee.

You give up certain rights

16.1 *You* waive any rights which *you* have as surety at any time which may be inconsistent with the provisions of this Guarantee or which would restrict NAB's rights or remedies under it.

16.2 As long as *you* or the *customer* has any liability to NAB for any reason:

16.2.1 *you* must not without NAB's prior written consent:

- (a) claim or have the benefit of any set-off or make any counterclaim against the *customer* for any reason and whether or not the *customer* is *insolvent*; or
- (b) make any claim or enforce any right, or prove or recover any amount, against the *customer* (whether under any

16.2.2 *You* give up in favour of NAB any right against NAB and against any other *person*, estates or assets which would reduce *your* liability under this Guarantee, or would reduce NAB's claims against the *customer* or any other *person* for the amounts which the *customer* owes NAB.

16.2.3 If the *customer* becomes *insolvent* and *you* have a right of proof or claim against the *customer* for liabilities owing to *you* for any reason (including because of a payment *you* have made under this Guarantee), *you* agree to:

- (a) exercise, or not exercise that right (and any related right of contribution) as NAB directs; and
- (b) authorise NAB to:
 - (i) prove and recover against the *customer* and the *customer's* estate all amounts which *you* have paid under this Guarantee; and
 - (ii) place any such amounts NAB receives in the *insolvency* in a suspense account and appropriate them at NAB's discretion, and
- (c) pay to NAB up to the *Guarantee Limit* all amounts *you* receive in the *customer's* *insolvency*.

16.3 Nothing in 16.1 and 16.2 is to be construed as defeating or as intending to defeat an existing or anticipated order of the Family Court of Australia.

NAB may apply payments as it decides

17.1 NAB may treat any payments received from any source as relating to the whole or any part of the amounts which the *customer* owes NAB. This includes NAB first applying any amounts received, other than from *you*, to amounts which the *customer* owes that are in excess of the *Guarantee Limit*.

17.2 Any amounts received under a *security interest*

that secures other amounts in addition to *amounts which the customer owes NAB*, or amounts for which *you* or a co-guarantor are liable under this Guarantee, may be applied by NAB first to payment of those other amounts and need not be apportioned.

- 17.3 To preserve NAB's rights against any other *person*, NAB may place and keep in a suspense account for as long as NAB thinks prudent any payments NAB receives from *you*. NAB does not have to apply any of these payments to discharge any *amounts which the customer owes NAB* before NAB receives 100 cents in the dollar of all the *amounts which the customer owes NAB*.

NAB may debit your account or take your funds to pay your liability

- 18.1 NAB may debit or overdraw any account *you* have with NAB with any amount that *you* are liable to pay NAB under this Guarantee. NAB may open an account in *your* name for this purpose.
- 18.2 NAB may, without prior notice, set off sums standing to the credit of any of *your* accounts with NAB towards satisfying any liability *you* have to NAB under this Guarantee.
- 18.3 To enable the set-off, NAB may convert any amount denominated in one currency another currency at the spot rate of exchange quoted by NAB at or about that time.
- 18.4 NAB's rights in 18.1 and 18.2 are additional to any other right NAB has to combine *your* accounts or set off amounts in them.

You cannot make deductions from what you owe NAB

- 19.1 *You* must make payments to NAB without any set-off or counterclaim and without any deduction or withholding for *taxes*.
- 19.2 If a law requires *you* to make a deduction or withholding, *you* must pay NAB the extra amounts which are necessary to make sure that NAB receives the full amount which NAB would have received if no deduction or withholding had been made.

Your liability is separate to all other security NAB holds

20. Despite any rule of law or equity to the contrary:
- (a) this Guarantee is additional to every other *security interest*, guarantee, indemnity, right and remedy NAB holds (*including from you*) now or later; and
- (b) this Guarantee and NAB's rights and remedies under it and any other *security interest*, guarantee, indemnity, right, remedy or instrument which NAB has at any time continue to exist separately and do not merge with or affect each other.

You are liable personally and as trustee

- 21.1 If *you* enter this Guarantee as trustee of the trust named in the *Details*, *you*:
- (a) are liable both *personally* and in *your* capacity as trustee; and
- (b) give NAB an assurance that:
- (i) *you* have power and authority as trustee of the trust to enter into this Guarantee and are doing so for a proper purpose;

and

- (ii) *you* are doing so, and are entitled to do so, in a way that permits NAB to resort to the trust property in priority to the claims of the beneficiaries; and
- (iii) *you* are entitled to be indemnified fully out of the property of the trust for *your* liabilities and obligations as trustee under this Guarantee in priority to the claims of the beneficiaries.

- 21.2 If no trust is named in the *Details*, *you* assure NAB that *you* are not entering into this Guarantee as trustee of any trust.

NAB can certify what amounts are owing

- 22.1 NAB may give *you* a certificate or formal statement, signed by an *officer*, setting out any of the following:
- (a) any amount due under any provision of this Guarantee;
- (b) NAB's entitlement to be paid an amount by *you* or the *customer*;
- (c) an amount in one currency, its equivalent in another currency, and NAB's exchange rates.
- 22.2 To the full extent permitted by law such document is conclusive evidence of the accuracy of its content.

Part E – General

Notices and other communications

- 23.1 A notice from *you* :
- must be in writing;
 - must be signed by *you*. If it is signed only by other *persons* who are named as co-guarantors, it applies to them alone and not to *you*.
 - may be left at, or posted by prepaid mail to NAB's address shown in the *Details* or at a different address subsequently notified by NAB. If posted, it is considered to be received only when NAB actually receives it.
- 23.2 Notices, certificates and demands from NAB:
- (a) may be signed by any *officer*;
- (b) may be:
- delivered *personally* to *you*; or
 - left at or sent by post or facsimile to the address nominated by *you* in writing to NAB or, if *you* do not nominate an address, to *your* place of residence last known to NAB.
- (c) if *you* are a company, may be given or addressed to any of *your* directors, secretaries, managers or other officers and may be left at or sent by post or facsimile to any of *your* registered offices or principal places of business.
- (d) are taken to be given:
- if sent by post to an address within Australia on the third business day after the date of posting; or
 - if sent by post to an address outside Australia, on the tenth business day after the date of posting.
 - if sent by fax machine that produces a transmission report, at the time shown in a

transmission report that indicates that the whole fax was sent.

- (e) is to be treated as valid and effective even if you are *incapacitated* or absent from the place to which it is given.
- (f) may also be given in any other way permitted by law.
- (g) will be given to each one of you separately, if there is more than one guarantor.

23.3 Any legal process (*including* any notice of legal process) may be served by delivering or leaving it at *your* address shown in the *Details* or at a different address subsequently notified by *you*, or by any other method of service.

NAB may disclose certain information about you

24. Subject to any applicable privacy legislation or Code of Banking Practice, NAB may disclose any confidential information you give NAB to:

- (a) the *customer*; and
- (b) any other *person* named as guarantor in the *Details*; and
- (c) any related bodies corporate of NAB; and
- (d) NAB's auditors and professional advisers; and
- (e) any assignee or potential assignee of NAB; and
- (f) any *person* to whom NAB is required or not prohibited by law to do so; and
- (g) any official or authority that gives NAB an order or request for the information; and
- (h) any *person* in connection with this Guarantee, or in connection with any other *security interest*, guarantee or indemnity related to the *amounts which the customer owes NAB*.

NAB may exercise its rights as it decides

- 25.1 NAB may exercise its rights, remedies and powers under this Guarantee in any way that NAB considers appropriate without giving *you* reasons.
- 25.2 If NAB does not exercise any of them at any given time, this does not mean that it has given them up, or that it cannot exercise them later.
- 25.3 NAB cannot be considered to have given up any of them, or any demand or notice given under them, because it has started negotiations or accepted any payment.

NAB can assign its rights

26. NAB may assign its rights under this Guarantee free of any equity, set-off or counterclaim.

Governing law and jurisdiction

- 27.1 This Guarantee is governed by the laws of the place shown as the address for NAB in the *Details*
- 27.2 You submit to the non-exclusive jurisdiction of the courts in the capital city of that place.
- 27.3 You waive any rights you have to object to an action being brought in those courts for any reason *including* inconvenience and lack of jurisdiction.

This document is owned by NAB

28. This document is NAB's property and remains NAB's property even after *your* liability under this Guarantee has ended.

Meaning of words

29. *Affect includes* determine, discharge, excuse, impair, prejudice, release and revoke.

amounts which the customer owes NAB includes

- (a) all amounts which at that time NAB has advanced or paid, or has become liable to advance or pay,
 - (i) to or on behalf of the *customer*; or
 - (ii) at the express or implied request of the *customer*; or
 - (iii) because of any act or omission of the *customer*; or
 - (iv) because of any act or omission of NAB at the express or implied request of the *customer*; and
- (b) all amounts for which at that time the *customer* is or may become actually or contingently liable to NAB under an arrangement with NAB, *including* all amounts for which the *customer* is or may become liable to NAB in respect of any orders, drafts, cheques, promissory notes, bills of exchange, letters of credit, guarantees, bonds, and other instruments or engagements (whether negotiable or not and whether matured or not) which:
 - (i) have been drawn, issued, accepted, endorsed, discounted or paid by NAB; or
 - (ii) are held by NAB as a result of any transaction entered into by NAB for, or on behalf of, or at the express or implied request of the *customer*; and
- (c) all amounts which at that time are owing and unpaid, or owing but not presently payable, or owing upon a contingency by the *customer* to NAB under an arrangement with NAB; and
- (d) all amounts which at that time NAB is entitled to recover or claim from the *customer* because of an arrangement with the *customer* (*including* any assignment, transfer or disposition by any *person* to NAB of any property); and
- (e) all amounts which at that time it is reasonably foreseeable will at some future time fall within any of the descriptions in (a), (b), (c) or (d) above applied as at that future time; and
- (f) all amounts which at that time the *customer* owes, or is liable for, to any assignee of NAB because the assignee performs an agreement or exercises a right NAB had before the time of the assignment; and
- (g) any *economic costs*,

and each part of them.

Base Rate means NAB's indicator rate titled "Base Rate" as last published in the national press or the rate which replaces it.

Basic Amount means the amounts set out in the *Details*.

Control has the meaning given to that term in Part 2.3 of the PPSA.

Customer means the *person* or *persons* named in the *Details* as the *customer*, and if there are more than one, means each of them separately and every two or more of them jointly. *Customer* also

includes the lawful assigns and successors of the *customer* and of each *person* named in the *Details* as the *customer*. In "amounts which the *customer* owes NAB" it also refers to the *customer* as so defined whether alone or jointly or jointly and separately with another *person* and whether as a principal or as a surety.

Details means the "Details of guarantee and indemnity" set out at the start of this document.

economic costs means all amounts which the *customer* agrees to pay NAB because any credit or financial accommodation which NAB has given or which NAB may give to the *customer* alone or with any other *person* at a fixed rate of interest or fixed rate of discount is changed to a floating rate or is prepaid for any reason.

Guarantee Limit at a relevant time, means the amount calculated as set out in the *Details*.

Incapacitated means *insolvent*, deregistered, mentally or physically disabled, dead or subject to any legal limitation or disability.

Including when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

Insolvent means bankrupt, unable to pay debts as and when they fall due, in receivership, in receivership and management, in liquidation, in provisional liquidation, under any form of administration, wound up, dissolved, subject to any arrangement, assignment, composition or deed of company arrangement, protected from creditors under any statute, or in receipt of protection under statute.

"*insolvency*" has a corresponding meaning.

NAB means National Australia Bank Limited ACN 004 044 937, its lawful assigns and successors.

Perfected has the meaning given to that term in the PPSA.

Person includes firm, partnership, committee, incorporated and unincorporated bodies.

Personal Property has the meaning given to that

term in the PPSA.

PPSA means the Personal Property Securities Act 2009 (Cwlth) and any regulations made pursuant to it.

Officer means any of NAB's officers and any person whose title or acting title includes the word "Associate", "Director", "Head", "Executive", "Manager", "Vice President", "Chief", "Counsel", "Head", "Legal" or any cognate expression or who is authorised to act under any general power of attorney of NAB and any solicitor acting on NAB's behalf.

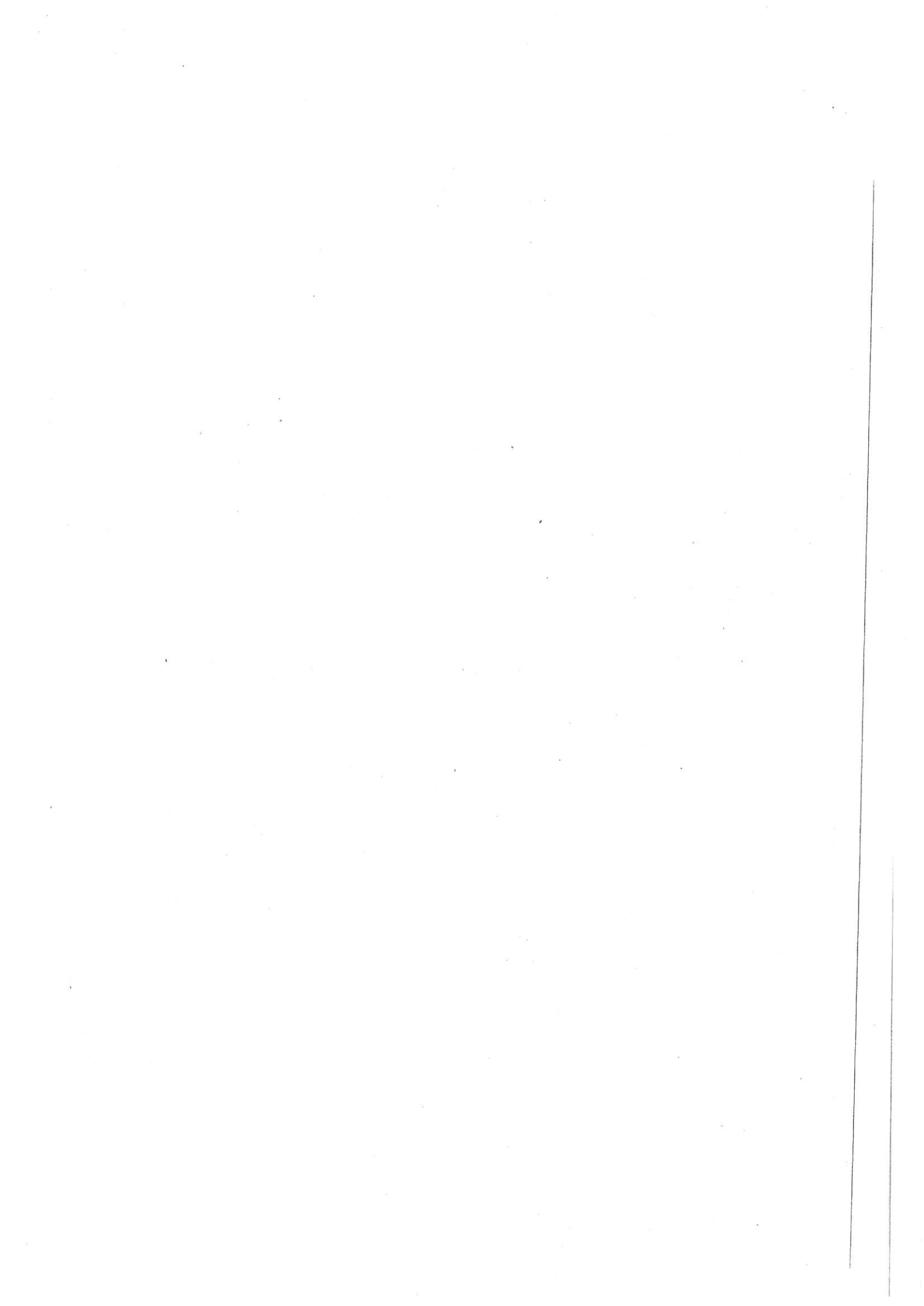
Receiver includes receiver, receiver and manager, controller, liquidator or administrator.

Securities means all *security interests* that NAB holds from *you* now or at any time in the future over any of *your* property or assets unless the *security interest* by its express terms does not apply to this Guarantee, or is expressly excluded.

Security interest includes mortgage, charge, pledge, lien and any other encumbrance over property or assets. In relation to any *personal property*, *security interest* includes a "security interest" as defined in the PPSA.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them.

You means the *person/s* named in the *Details* as guarantor, and if there are more than one, means each of them separately and every two or more of them jointly. It includes the lawful successors of *you*. *Your* has a corresponding meaning.





Full name of Customer
Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund

Facility Type
Home Loan-Tailored-Variable-Rate

Guarantee amount AUD \$276,000.00
Guarantee amount Foreign Currency

- Instructions -
- Banker is responsible for full completion of this document
 - All sections must be checked, dated, initialled and signed as indicated - This document is an important part of our compliance with the Code of Banking Practice & National Credit Code
 - This document should be held in the securities packet with the Guarantee

Section 1 - Code of Banking Practice & National Credit Code

- A. National Credit Code
- Is the credit provided wholly or predominantly for one of the following purposes: personal, domestic or household purposes; to purchase, renovate or improve a residential investment property or to refinance credit that has been wholly or predominately provided to purchase, renovate or improve a residential investment property.
 Yes - go to question 2
 No - go to section B
 - Is the Customer a 'natural person' or a strata corporation/body corporate? (A natural person includes an individual acting as trustee for a family trust)
 Yes - go to section B - National Credit Code applies
 No - go to section B - National Credit Code does NOT apply

Full name of Guarantor(s) regulated by National Credit Code
Aspinall-Street-Property-Pty-Ltd-As-Trustee-For-Aspinall-Street-Bare-Trust; Annette Beverly Donaldson, Neil Thomas Donaldson *u*

- B. Code of Banking Practice
- Is the Guarantor a commercial entity (Company and/or Business)?
Note: Apply this test to each Guarantor
 Yes - Code of Banking Practice does NOT apply
 No - go to question 2
 - Is the Customer a 'large business'? (i.e. a manufacturing business (a business which is or includes the manufacture of goods) with more than 100 full time (or equivalent) people or a non manufacturing business with more than 20 full time (or equivalent) people). *Where doubt exists, a business must NOT be classified as a large business.*
 Yes - Code of Banking Practice does NOT apply
 Complete a Customer/Guarantor Declaration
 No - go to question 3
 - Is the Guarantor a Sole Director of a Sole Director Company which is also the Customer? *Note: Apply this test to each Guarantor*
 Yes - Code of Banking Practice does NOT apply
 No - go to question 4
 - Is the lending facility being provided through Asset Finance and Fleet Management; and
 - the Customer is a company; and
 - the Guarantor is a director of that company; and
 - the only security is the asset being financed; and
 - the Guarantor has not given security to support the guarantee? Yes - Code of Banking Practice does NOT apply
 No - Code of Banking Practice does apply

Full name of Guarantor(s) regulated by COBP
Neil Thomas Donaldson
Annette Beverly Donaldson

Full name of Guarantor(s) NOT regulated by COBP
ASPINALL STREET PROPERTY PTY LTD ATF
ASPINALL STREET BARE TRUST.

Banker to initial *u* Date 7 / 11 / 14

Section 2 - Document Preparation

- Lending Services to prepare and provide one (1) copy of the following documents to the Banker for provision to:
- each group of guarantors if they are prepared to accept on this basis; or
 - each individual guarantor if requested
- Copy of Guarantee and Indemnity / Consumer Guarantee / NAB Family Guarantee
 - Copy of Letter of Offer / Credit Contract to be secured by the Guarantee
 - Personal Banking Fees (A Guide to Fees and Charges) (00095A) and Personal Transactions and Savings Products - Terms and Conditions (63372A) or
 - Business Banking Fees (A Guide to Fees and Charges) (60334A) and NAB Business Products, Terms and Conditions (63525A)
 - Guarantor Information Report
 - Guarantor Cover Letter
 - Guarantor Advice Certificate (for individual guarantors only)

Section 2a – Document Preparation (Code of Banking Practice & National Credit Code only)

(In addition to the above, and *only when this information is already held*, Banker is to prepare and provide one (1) copy per Guarantor for provision to the Guarantor.)

Exception: Where the customer is a company and the guarantor is a director of that company, tick the appropriate 'yes' or 'no' box to indicate for each item listed below. Director Guarantors should be advised that they can receive all or any of these documents and should be asked which ones they want. For ALL other customers ALL boxes MUST be ticked 'yes'.

- | | Provide a copy? | Yes | No |
|---|-----------------|--------------------------|-------------------------------------|
| • Copy of any related Credit Report from a Credit Reporting agency..... | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Copy of the latest account statement relating to an existing facility (where facility being guaranteed refinances an existing facility)..... | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Copy of any financial accounts or statements of position provided by the Customer in the past two (2) years for the purpose of the facility being guaranteed (or for an existing facility being refinanced by the facility to be guaranteed)..... | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Copy of any unsatisfied Notices of Demand given to the Customer in the past two (2) years on the facility being guaranteed..... | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Any other information the Guarantor reasonably requests about the facility to be guaranteed or an existing facility which is to be refinanced by the facility to be guaranteed..... | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Copy of any related Credit Insurance Contract..... | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Banker to initial W Date 7, 11, 14

Section 3 – Document Review Period

- I have advised the guarantor to seek independent legal and financial advice before signing the Guarantee
- I confirm that all guarantors have been given enough time to read and consider all documents before signing the Guarantee

Section 3a – Document Review Period (Code of Banking Practice & National Credit Code only)

- I have advised the Guarantor whether an existing facility will be cancelled, or if the facility will not be provided, if the Guarantee is not provided
- I confirm that I have not given the Guarantee to the customer, or to someone acting on behalf of the customer to arrange execution
- I confirm that I have allowed all Guarantors until the next day to read and consider all documents before asking them to sign the Guarantee
(*Exception:* Not applicable where the Guarantor has sought independent legal advice after receipt of all documents or where the Guarantor is a Director of a Borrowing Company and has elected not to wait until the next day before signing)

Banker to initial W Date 7, 11, 14

Section 4 – Document Execution

- Have the Guarantor/s sought Independent legal and financial advice?
 No – Ensure Guarantee Advice Certificate is completed, Certificate should be kept in security packet with Guarantee
 Yes – Ensure solicitor has witnessed Guarantor execution in the Guarantee. If not, ensure Guarantee Advice Certificate is completed
- I confirm that all Guarantor(s) have been provided with all relevant information and have signed the applicable documentation
- I confirm that where the guarantor is a company, it has provided a signed extract of board minutes
- I confirm that the date of execution has been entered on the Guarantee

Section 4a – Document Execution (Code of Banking Practice & National Credit Code Only)

- I confirm that where the execution of the Guarantee has been arranged by NAB, each Guarantor has signed the Guarantee in the absence of the Customer

Banker to initial W Date 7, 11, 14

Section 5 – After Execution

- I confirm that I have received a signed Guarantee from the Guarantor(s)
- I confirm that the Guarantee has been executed correctly and that the Guarantee, this Checklist and Guarantee Advice Certificate (if applicable) have been sent for storage in the Security Packet

Banker (Note: Officer signing this form acknowledges that all items have been completed)

Signature W Name Ben Court Date 7, 11, 14

**Guarantee Advice Certificate
Guarantee and Indemnity**



To be completed by each Guarantor

Section 1 General Information

This Certificate is given by:

Neil Thomas Donaldson

(Guarantor)

This Certificate relates to the Guarantee and Indemnity (Guarantee) for a basic amount

Guarantee amount AUD

Guarantee amount Foreign Currency

\$276,000.00

in respect of Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund

(Customer)

Document Purpose – Bank Use Only (Banker to complete)	Section to be completed
<input checked="" type="checkbox"/> Solicitor has provided Guarantor with advice, witnessed Guarantor's signature in Guarantee & has signed the Certificate from Guarantors Solicitor section in Guarantee;	Certificate is not required
<input type="checkbox"/> Solicitor has provided Guarantor with advice, but refused to witness signature in Guarantee and has not signed the Certificate from Guarantors Solicitor section in Guarantee;	Section 2
<input type="checkbox"/> Solicitor advice cannot be obtained and banker will provide full explanation; or	Section 3 & 4
<input type="checkbox"/> Guarantor has received a full explanation in the last 5 years and Banker will witness Guarantor's execution of Guarantee.	Section 3 & 4

NB – Section 2 OR 3 should be completed only, never both sections.

Section 2 Solicitor Advice

Date and location of meeting with Solicitor:

_____ at _____

Solicitor's Name and Address:

I declare that:

- I have been provided a complete copy of the Guarantee to be executed by me in favour of National Australia Bank and pursuant to which I agree to guarantee [and, where the guarantee is also an indemnity, indemnify] the obligations of the customer (as that term is defined in the Guarantee) to NAB.
- NAB has drawn my attention to the warning printed on the front cover of the Guarantee that will be executed by me on or about the date of this Certificate, and, has recommended that I obtain independent legal advice, financial and other advice prior to executing the Guarantee.
- I attended the office of my solicitor as detailed above, to obtain independent legal advice in relation to my rights and obligations pursuant to the Guarantee and have received that advice.
- I have been provided with reasonable opportunity by NAB to obtain independent financial and other advice in relation to the Guarantee.
- I declare that:
 - I am fully aware of the legal effects of the Guarantee and of the legal risks associated with executing that document; &
 - I am fully aware of the financial and other effects of the Guarantee and of the financial and other risks associated with executing that document; &
 - I have not relied upon the advice or explanation of any other person (including any employee or agent of NAB) relating to the legal, financial and other risks associated with executing the Guarantee.
- I understand that NAB relies upon this Certificate in determining whether to make, or continue to make, banking facilities and financial accommodation available to the customer.

Signature Section

Signature of guarantor (to be signed in the presence of bank officer)

Date

Signature of bank officer or Solicitor

Date

Instructions – Bank Use Only

- Guarantor does not require copy unless requested.
- Hold the other original in securities packet with the Guarantee.

Section 3 Banker Advice or Advice Waiver

Date and location of interview with bank officer:

at

Persons present:

Bank Officer:

Interpreter:

Others (if any):

Banker to select Advice or Waiver

- Full Banker Advice & Explanation is being provided
 Guarantor is waiving Legal Advice

I certify to NAB that:

- NAB has provided to me an explanation of the nature and effect of the Guarantee:
 - I was provided with the Guarantee including the document 'IMPORTANT: What a Guarantee Is' prior to the interview;
 - I have read and understood both documents;
 - I had the opportunity to ask questions at the above interview and the Bank Officer answered all questions to my satisfaction; and
 - The Bank Officer also verbally explained to me at the above interview the nature and effect of the Guarantee in words consistent with the document 'IMPORTANT: What a Guarantee Is' (Not required where advice is being waived).
- The Bank Officer also:
 - Drew my attention to the warnings printed on the front, and above the signature section, of the Guarantee;
 - Informed me that NAB was not making any statements or promises about the creditworthiness, financial position or honesty of the Customer or any other person;
 - Recommended that I obtain independent legal and financial advice prior to signing the Guarantee; and
 - Confirmed to me that I could refuse to sign the Guarantee.
- I am fully aware of the nature of the Guarantee and of the risks associated with signing the Guarantee. I am unwilling or unable to take legal advice concerning it.
- In particular I understand that under the Guarantee:
 - NAB may claim the full amount of the Guarantee Limit solely from me even if the Customer is not liable or there were other guarantors;
 - the Guarantee Limit is the basic amount mentioned above, which can be made up of any amounts owed by the Customer to NAB, plus additional amounts described in the Guarantee;
 - NAB can claim amounts from me without first having to exhaust claims against the Customer;
 - I remain liable, up to the Guarantee Limit, despite any events or agreements that may occur without my knowledge or consent, including increases in the Customer's debts to NAB, extensions to the date for repayment or changes to the types and number of facilities;
 - If I am a trustee of a trust named in the Guarantee, I am liable personally and in my capacity as trustee; and
 - NAB is entitled to set off any credit funds in my name against my liability under the Guarantee.
- This certificate and "IMPORTANT: What a Guarantee Is" are not complete summaries of the terms of the Guarantee and do not amend or replace those terms.
- I have agreed to sign the Guarantee voluntarily and without any pressure from NAB, the Customer or any other person.
- I did not require a translator for the interview, as I have no difficulty understanding spoken and written English (delete if not applicable).

Signature Section

Signature of guarantor

Date

To be signed in presence of bank officer

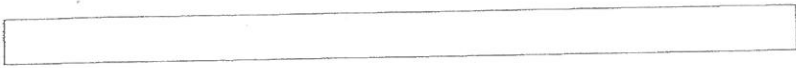
Section 4 Bank Use Only

I confirm that:

- During the above interview I undertook the matters described in paragraphs 1 and 2 above;
- In my opinion the Guarantor:
 - appeared to understand the nature and effect of their liability under the document, and the risks involved in signing it;
 - signed the Guarantee voluntarily and without pressure from NAB, the Customer or any other person; and
 - understood spoken and written English without difficulty (delete if not applicable).
- The Guarantor signed this certificate in my presence.

Signature of bank officer

Date





**Guarantee Advice Certificate
Guarantee and Indemnity**



To be completed by each Guarantor

Section 1 General Information

This Certificate is given by:
 Annette Beverly Donaldson _____ (Guarantor)

This Certificate relates to the Guarantee and Indemnity (Guarantee) for a basic amount
 Guarantee amount AUD: \$276,000.00
 Guarantee amount Foreign Currency: _____

in respect of Moonan Super Holdings Pty Ltd ACN 602 666 679 as trustee for The Moonan Superannuation Fund _____ (Customer)

Document Purpose – Bank Use Only (Banker to complete)	Section to be completed
<input checked="" type="checkbox"/> Solicitor has provided Guarantor with advice, witnessed Guarantor's signature in Guarantee & has signed the Certificate from Guarantors Solicitor section in Guarantee;	Certificate is not required
<input type="checkbox"/> Solicitor has provided Guarantor with advice, but refused to witness signature in Guarantee and has not signed the Certificate from Guarantors Solicitor section in Guarantee;	Section 2
<input type="checkbox"/> Solicitor advice cannot be obtained and banker will provide full explanation; or	Section 3 & 4
<input type="checkbox"/> Guarantor has received a full explanation in the last 5 years and Banker will witness Guarantor's execution of Guarantee.	Section 3 & 4

NB – Section 2 OR 3 should be completed only, never both sections.

Section 2 Solicitor Advice

Date and location of meeting with Solicitor:
 _____ at _____

Solicitor's Name and Address:

I declare that:

- I have been provided a complete copy of the Guarantee to be executed by me in favour of National Australia Bank and pursuant to which I agree to guarantee [and, where the guarantee is also an indemnity, indemnify] the obligations of the customer (as that term is defined in the Guarantee) to NAB.
- NAB has drawn my attention to the warning printed on the front cover of the Guarantee that will be executed by me on or about the date of this Certificate, and, has recommended that I obtain independent legal advice, financial and other advice prior to executing the Guarantee.
- I attended the office of my solicitor as detailed above, to obtain independent legal advice in relation to my rights and obligations pursuant to the Guarantee and have received that advice.
- I have been provided with reasonable opportunity by NAB to obtain independent financial and other advice in relation to the Guarantee.
- I declare that:
 - I am fully aware of the legal effects of the Guarantee and of the legal risks associated with executing that document; &
 - I am fully aware of the financial and other effects of the Guarantee and of the financial and other risks associated with executing that document; &
 - I have not relied upon the advice or explanation of any other person (including any employee or agent of NAB) relating to the legal, financial and other risks associated with executing the Guarantee.
- I understand that NAB relies upon this Certificate in determining whether to make, or continue to make, banking facilities and financial accommodation available to the customer.

Signature Section

Signature of guarantor (to be signed in the presence of bank officer) _____ Date _____

Signature of bank officer or Solicitor _____ Date _____

Instructions – Bank Use Only

- Guarantor does not require copy unless requested.
- Hold the other original in securities packet with the Guarantee.

Section 3 Banker Advice or Advice Waiver

Date and location of interview with bank officer:

at

Persons present:

Bank Officer:

Interpreter:

Others (if any):

Banker to select Advice or Waiver

- Full Banker Advice & Explanation is being provided
 Guarantor is waiving Legal Advice

I certify to NAB that:

1. NAB has provided to me an explanation of the nature and effect of the Guarantee:
 - I was provided with the Guarantee including the document 'IMPORTANT: What a Guarantee Is' prior to the interview;
 - I have read and understood both documents;
 - I had the opportunity to ask questions at the above interview and the Bank Officer answered all questions to my satisfaction; and
 - The Bank Officer also verbally explained to me at the above interview the nature and effect of the Guarantee in words consistent with the document 'IMPORTANT: What a Guarantee Is' (Not required where advice is being waived).
2. The Bank Officer also:
 - Drew my attention to the warnings printed on the front, and above the signature section, of the Guarantee;
 - Informed me that NAB was not making any statements or promises about the creditworthiness, financial position or honesty of the Customer or any other person;
 - Recommended that I obtain independent legal and financial advice prior to signing the Guarantee; and
 - Confirmed to me that I could refuse to sign the Guarantee.
3. I am fully aware of the nature of the Guarantee and of the risks associated with signing the Guarantee. I am unwilling or unable to take legal advice concerning it.
4. In particular I understand that under the Guarantee:
 - NAB may claim the full amount of the Guarantee Limit solely from me even if the Customer is not liable or there were other guarantors;
 - the Guarantee Limit is the basic amount mentioned above, which can be made up of any amounts owed by the Customer to NAB, plus additional amounts described in the Guarantee;
 - NAB can claim amounts from me without first having to exhaust claims against the Customer;
 - I remain liable, up to the Guarantee Limit, despite any events or agreements that may occur without my knowledge or consent, including increases in the Customer's debts to NAB, extensions to the date for repayment or changes to the types and number of facilities;
 - If I am a trustee of a trust named in the Guarantee, I am liable personally and in my capacity as trustee; and
 - NAB is entitled to set off any credit funds in my name against my liability under the Guarantee.
5. This certificate and "IMPORTANT: What a Guarantee Is" are not complete summaries of the terms of the Guarantee and do not amend or replace those terms.
6. I have agreed to sign the Guarantee voluntarily and without any pressure from NAB, the Customer or any other person.
7. I did not require a translator for the interview, as I have no difficulty understanding spoken and written English (delete if not applicable).

Signature Section

Signature of guarantor

Date

To be signed in presence of bank officer

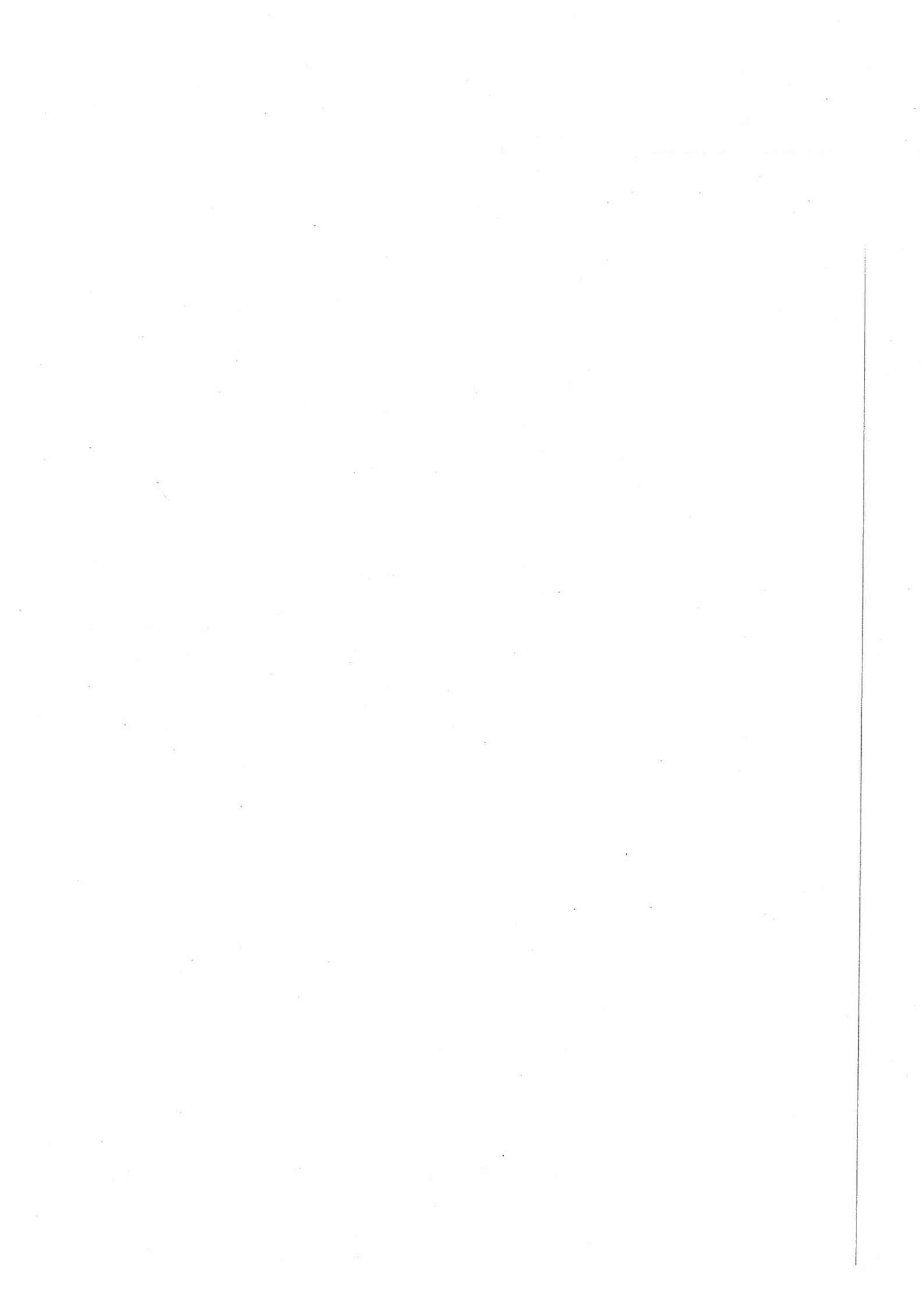
Section 4 Bank Use Only

I confirm that:

- A. During the above interview I undertook the matters described in paragraphs 1 and 2 above;
- B. In my opinion the Guarantor:
 - appeared to understand the nature and effect of their liability under the document, and the risks involved in signing it;
 - signed the Guarantee voluntarily and without pressure from NAB, the Customer or any other person; and
 - understood spoken and written English without difficulty (delete if not applicable).
- C. The Guarantor signed this certificate in my presence.

Signature of bank officer

Date



EXTRACT OF MINUTES OF DIRECTORS MEETING – GUARANTOR

Name of Company: Aspinall Street Property Pty Ltd ABN/ACN 600 189 759 (the Company)

EXTRACT OF MINUTES OF DIRECTORS MEETING

HELD ON the 7th day of Nov 20 14

THE FOLLOWING DOCUMENTS WERE TABLED:

- (a) Letter of Offer dated 7.1.2014 from National Australia Bank Limited ABN 12 004 044 937 (the Bank) to Moonan Super Holdings Pty Ltd ATF Moonan Superannuation Fund (the Borrower),
- (b) Security documents to be signed by the Company in favour of the Bank:

- Guarantee and Indemnity from the Company on account of the Borrower.

(collectively the Transaction Documents)

IT WAS RESOLVED THAT:

1. It is in the best interests of the Company and of commercial benefit to the Company to execute the Transaction Documents and to perform its obligations under them for the following reasons:

Financial Benefit

2. The Company has power to enter into the Transaction Documents and to perform its obligations under them.
3. The Company acts as trustee of the *Aspinall Street Bare Trust* and has the necessary power and has obtained all necessary consents and approvals to enter into the Transaction Documents and to perform its obligations under them.>
4. Each Transaction Document is approved for execution and for delivery to the Bank.
5. The following persons as < ~~Directors~~/Director and Secretary/ ~~Attorneys~~/Authorised Agents ~~---(Delete as required)~~> are jointly and severally authorised to execute the Transaction Documents:

Neil Thomas Donaldson and Annette Beverly Donaldson and to deliver the Transaction Documents to the Bank.

6. The exercise of the Company's rights and the performance by the Company of its obligations under the Transaction Documents is approved.

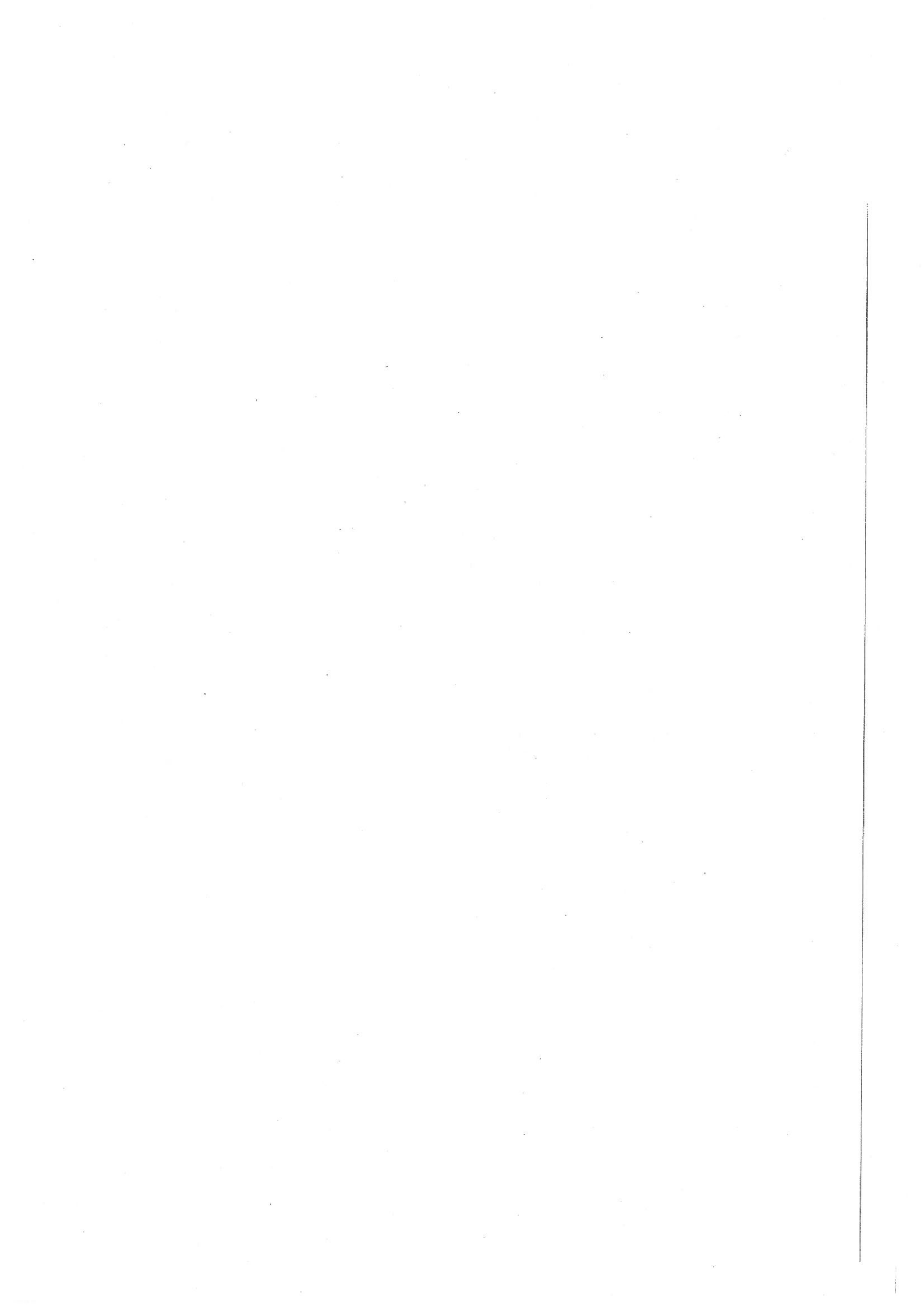
CERTIFIED AS TRUE AND CORRECT



DIRECTOR/SECRETARY

7/11/14

DATE





EXTRACT OF MINUTES OF DIRECTORS MEETING – BORROWER

Name of Company: Moonan Super Holdings Pty Ltd ABN/ACN 602 666 679 (the Company)

EXTRACT OF MINUTES OF DIRECTORS MEETING

HELD ON the 7th day of Nov 20 14

IT WAS RESOLVED THAT:

1. It is in the best interests of the Company and of commercial benefit to the Company to execute the following documents tabled at this meeting and to perform its obligations under them:
 - (a) Letter of Offer dated 7.11.2014 from National Australia Bank Limited ABN 12 004 044 937 (the Bank) to the Company,
 - (b) Security documents to be signed by the Company in favour of the Bank:
 - Super Financing Deed
 - Registered Mortgage(collectively the Transaction Documents)
2. The Company has power to enter into the Transaction Documents and to perform its obligations under them.
3. The Company acts as trustee of the Moonan Superannuation Fund and has the necessary power and has obtained all necessary consents and approvals to enter into the Transaction Documents and to perform its obligations under them.>
4. Each Transaction Document is approved for execution and for delivery to the Bank. 
5. The following persons as < ~~Directors~~/Director and Secretary/ ~~Attorneys/Authorised Agents~~ – (Delete as required) > are jointly and severally authorised to execute the Transaction Documents:
 Neil Thomas Donaldson and Annette Beverly Donaldson
and to deliver the Transaction Documents to the Bank.
6. The exercise of the Company's rights and the performance by the Company of its obligations under the Transaction Documents is approved.

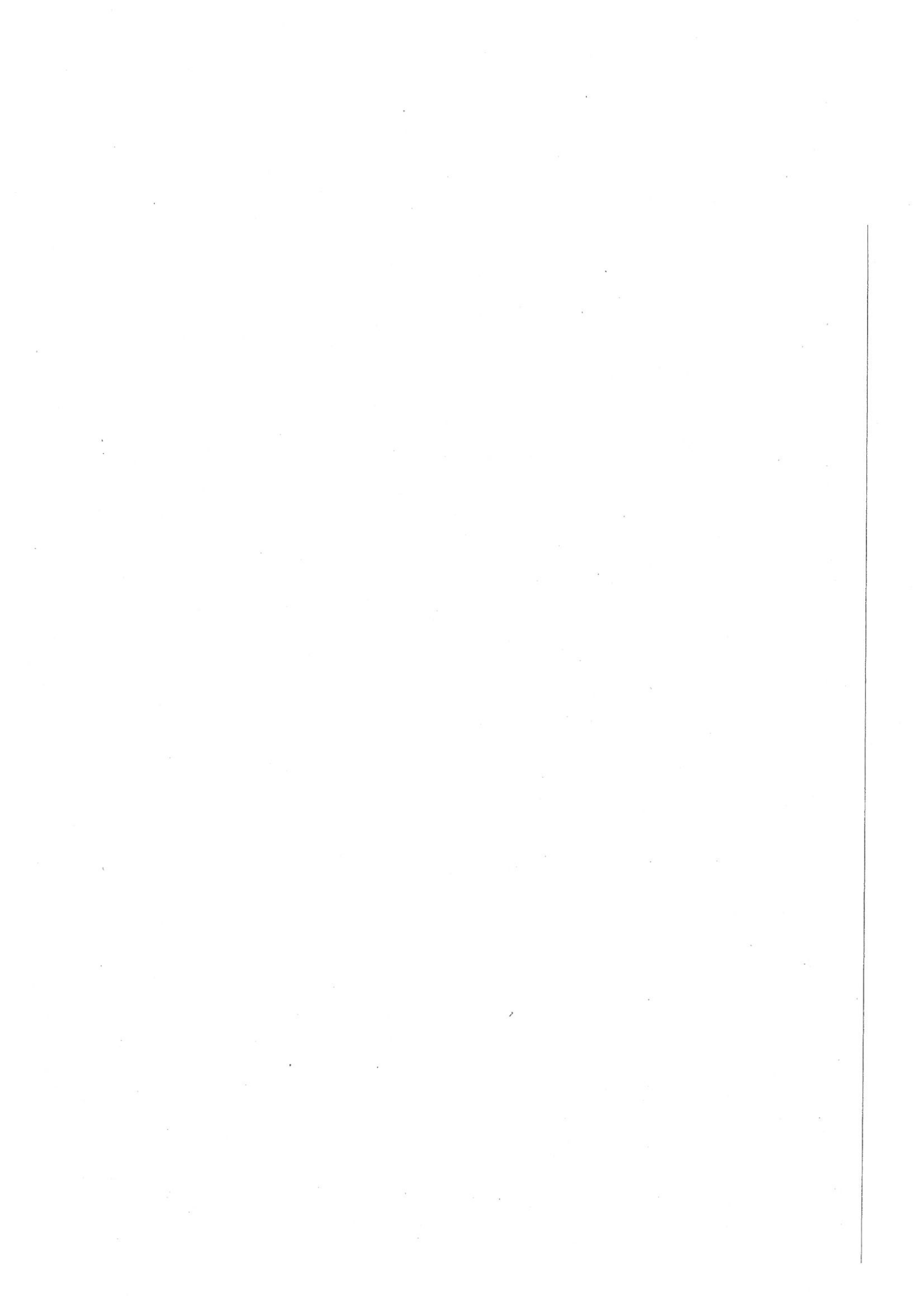
CERTIFIED AS TRUE AND CORRECT



DIRECTOR/SECRETARY

7/11/14

DATE



CAIRNS
355 Sheridan Street
Cairns QLD 4870
Ph: 13 22 65
Fax: 07 4051 2677

Reference: MI

11 November, 2014

The Secretary
Aspinall Street Property Pty Ltd
Suite 2, 155-157 Lambton Road
BROADMEADOW NSW 2292

Dear Sir/Madam

We've approved the facility you've offered to guarantee

Attention: Annette Beverly Donaldson, Neil Thomas Donaldson & Aspinall Street Property Pty Ltd ACN 600 189 759 As Trustee For Aspinall Street Bare Trust (guarantors)

I'm writing to let you know that we've approved funding supported by your guarantee.

I've enclosed copies of the disclosure documents in relation to your guarantee. Please read these documents carefully before you sign your guarantee.

If you have any questions please feel free to call us on 13 22 65. We'll be happy to help.

Sincerely,

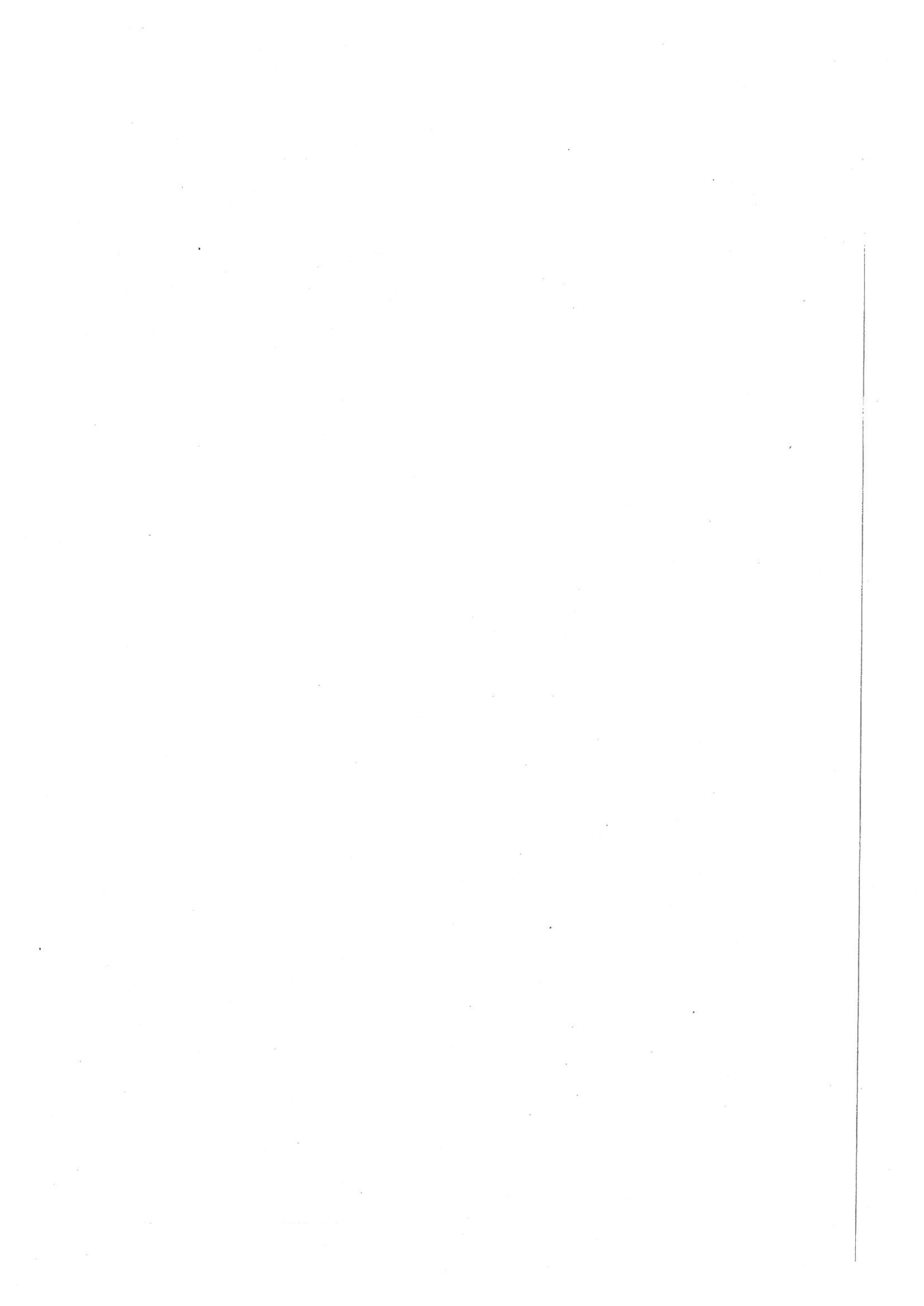
Signed on behalf of
National Australia Bank Limited by



7, 11, 14.

Business Lending Team
Cairns Branch

Chermside



Guarantor Report of Debtor History

Name: MOONAN SUPER HOLDINGS PTY LTD ATF
MOONAN SUPERANNUATION FUND
As at Date: 05/11/2014

Customer Number 419669106 has no irregularities for the reporting period.

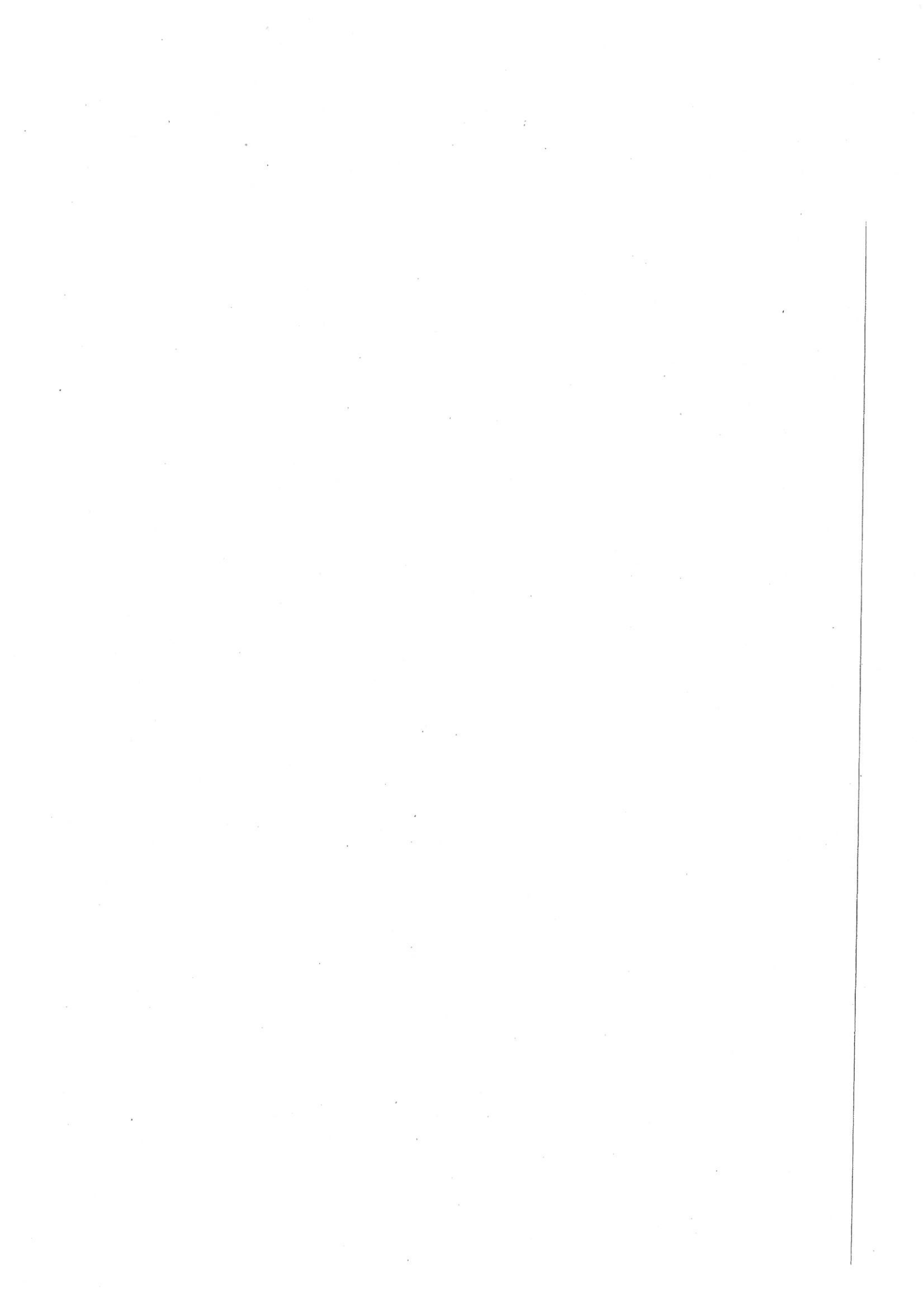
(*) Legend - E = Excess, O = Overdraw, D = Dishonour, ND = Notice of Demand
National Australia Bank Limited ABN 12 004 044 937 AFSL 230686 ACL 230686.

Please Note :-

Some events for the period from 24th November 2010 to 7th December 2010 appearing in this Guarantor Report of Debtor History may have been incorrectly applied. We are aware of this issue and we will correct this automatically in due course. We sincerely apologise for any confusion or inconvenience. If you have any concerns, please visit nab.com.au or call 132265. We thank you for your patience and understanding.



EF00374 (\$/03)



Brisbane North Business Banking Centre
74 Robinson Road,
Virginia QLD 4014
Ph: +61 7 3632 1305
Fax: 1300 883 510

Reference: 419669106

12 June, 2018

The Secretary
155-157 Lambton Rd
Broadmeadow NSW 2292

Dear Sir / Madam

Confirming your loan instructions

I'm writing to confirm that we've distributed your funds as you asked:

Source of funds

NAB Variable Rate Home Loan for \$276,000.00
Loan account number 98-852-8146

New Loan account	\$276,000.00
Total	\$276,000.00

Funds distributed

As advised by solicitor	\$272,591.07
Fees & charges	\$ 3,408.93
Total	\$276,000.00

We've already charged the fees to establish the account(s).

Other information

NAB Variable Rate Home Loan for \$276,000.00
Loan account number 98-852-8146

Variable rate	5.88% pa
Loan term	30 years 0 months
End of loan	17/11/2044

Your contracted repayments of \$1,643.40 will be due on the 17th of each month, with the first repayment due on 17/12/14.

Your repayments will be automatically charged to your nominated CBA account number 10-243-302 on the due dates.

If you have any questions, please feel free to call us on 13 22 65. We'll be happy to help.

Sincerely,

Brisbane North Business Banking Centre
Business Lending Team