

13-1

JK McKain SMSF
General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Council Rates (41960)					
<u>29 Bivone Court, Salisbury Downs (29BIVONE)</u>					
17/09/2021	T/up settlement adjustments on sale of 29 Bivone Court, Salisbury Downs - rates		18-2A 1,332.73		1,332.73 CR
17/09/2021	T/up settlement adjustments on sale of 29 Bivone Court, Salisbury Downs - rates		18-2 B 96.77		1,429.50 CR
				1,429.50	1,429.50 CR
<u>29 McKenzie Avenue, Narangba QLD, Australia (29McKenZ)</u>					
08/06/2022	T/up settlement statement adjustments - purchase of 29 McKenzie Ave, Nerangba		103.54	19-1A	103.54 DR
			103.54		103.54 DR
Property Expenses - Electricity and Gas (41965)					
<u>29 Bivone Court, Salisbury Downs (29BIVONE)</u>					
05/10/2021	1840 Real Estate statement 62		95.48	15-1	95.48 DR
			95.48		95.48 DR
Property Expenses - Insurance Premium (41980)					
<u>29 Bivone Court, Salisbury Downs (29BIVONE)</u>					
16/07/2021	ALLIANZ INSURE 601064QPB013921197 13		81.52		81.52 DR
16/08/2021	ALLIANZ INSURE 601064QPB017621228 13		89.32		170.84 DR
16/09/2021	ALLIANZ INSURE 601064QPB011321259 13		89.32		260.16 DR
18/10/2021	ALLIANZ INSURE 601064QPB015121291 13		89.32		349.48 DR
16/11/2021	ALLIANZ INSURE 601064QPB018521320 13		89.32		438.80 DR
16/12/2021	Allianz Australi PO 6 30 1425158 50			112.38	326.42 DR
			438.80	112.38	326.42 DR
<u>29 McKenzie Avenue, Narangba QLD, Australia (29McKenZ)</u>					
08/06/2022	BPAY TO AAMI BP		1,139.33		1,139.33 DR
			1,139.33		1,139.33 DR
Property Expenses - Interest on Loans (42010)					
<u>29 Bivone Court, Salisbury Downs (29BIVONE)</u>					
17/07/2021	Interest Charged		920.08		920.08 DR
17/08/2021	Interest Charged		948.07		1,868.15 DR
17/09/2021	Interest Charged		976.24		2,844.39 DR
17/09/2021	Interest Charged		945.84		3,790.23 DR
20/09/2021	Interest Charged - Reversal			945.84	2,844.39 DR
			3,790.23	945.84	2,844.39 DR
Property Expenses - Repairs Maintenance (42060)					
<u>29 McKenzie Avenue, Narangba QLD, Australia (29McKenZ)</u>					
30/06/2022	T/up RE agent statements McKenzie Ave		250.00	2-2	250.00 DR
			250.00		250.00 DR
Property Expenses - Stationery, Phone and Postage (42090)					
<u>29 Bivone Court, Salisbury Downs (29BIVONE)</u>					
02/07/2021	1840 Real estate statement 59		8.80	4-3	8.80 DR
02/09/2021	1840 Real Estate statement 61		8.80	4-7	17.60 DR
05/10/2021	1840 Real Estate statement 62			8.80	4-9 8.80 DR

13-2

**JK McKain SMSF
General Ledger**



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
05/10/2021	1840 Real Estate statement 62			8.80	0.00 DR
05/10/2021	1840 Real Estate statement 62			8.80	8.80 CR
05/10/2021	1840 Real Estate statement 62		2.16		6.64 CR
			19.76	26.40	6.64 CR
Property Expenses - Water Rates (42150)					
<u>29 Bivone Court, Salisbury Downs (29BIVONE)</u>					
17/09/2021	T/up settlement adjustments on sale of 29 Bivone Court, Salisbury Downs - water			44.32	44.32 CR
				44.32	44.32 CR
Property Expenses - Borrowing costs (42200)					
<u>29 Bivone Court, Salisbury Downs (29BIVONE)</u>					
17/09/2021	Discharge Administration		395.00		395.00 DR
			395.00		395.00 DR
Total Debits:	6,232.14				
Total Credits:	2,558.44				

17 March 2023

Company Secretary
Jk Mckain Property Fund Pty Ltd
Po Box 12
WAMURAN QLD 4512



Landlord insurance

Policy number
21-0481109-LLP

Risk address
**28 Bivone Ct
Salisbury Downs SA 5108**

Cancelled from 4pm on
8 November 2021

We've cancelled your cover as requested

To the Company Secretary,

We recently received a request from you to cancel the following policy:

Landlord: 28 Bivone Ct, Salisbury Downs SA 5108

We've now cancelled your policy as you requested and we confirm that we're not insuring the above as at 4pm on 8 November 2021.

What you need to do

Please be aware that it's your responsibility to tell any other policy holders that we've cancelled your cover.

Any questions?

Please call **13 1000** – we'll be happy to help you.

Kind regards,



Richard Feledy
Managing Director
Allianz Australia Insurance Limited



Important information

Insurance is issued by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No: 234708. We do not provide any advice on this insurance based on any consideration of your objectives, financial situation or needs. Before making a decision about it please refer to the Product Disclosure Statement, available from allianz.com.au or by calling us on **13 1000**.

Date of Issue: 8 November 2021

GST adjustment note for policy cancellation

Policy cancellation

Policy number	21-0481109-LLP
Type of cover	Landlord Insurance
Insured	Jk Mckain Property Fund PtyLtd
Period of insurance	
Effective date	16 August 2021
Expiry date	4pm on 8 November 2021
ABN	Not supplied

Adjustment amount

Base premium	-\$617.70
Flood premium	-\$59.63
Emergency/Fire Services Levy	\$0.00
Stamp duty	-\$81.93
GST	-\$67.68
Other charges	\$0.00
Annual premium adjustment amount	-\$826.94

Note: The 'Annual premium adjustment amount' shown above is not a confirmation of any refund.

Minimum premiums may apply. Any discounts/entitlements may be subject to rounding and only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Discounts may not be applied to any flood component of the premium (if applicable).

↓
full yr

↓
Actual
Refund
\$112.38



0042

1840 REAL ESTATE
160 PAYNEHAM RD
EVANDALE SA 5069



Electricity

Important Information

We can help during COVID-19

We are here to support you in this challenging time. If you need help head to originenergy.com.au/coronavirus to learn more.

Your electricity bill

LOT 28 29 BIVONE CT SALISBURY DOWNS SA 5108

24 Jun 21 - 17 Aug 21

Amounts include GST unless otherwise specified

YOUR ACCOUNT DETAILS	DUE DATE	AMOUNT DUE
<p>Account number 500 015 881 690</p> <p>Tax invoice 112 002 199 944</p> <p>Issue date 19 Aug 21</p> <p>Total amount due See the Account Summary on page 2</p>	<p>2 Sep 21</p> <p>\$12.00 (non-taxable, no GST) fee may apply if paid after due date.</p>	<p>\$95.48</p>
YOUR USAGE SUMMARY	YOUR ENERGY PLAN	
<p>Average cost per day \$0.82</p> <p>Average daily usage 0.25 kWh</p> <p>Same time last year N/A</p> <p>Your indicative greenhouse gas emissions</p> <p>Total for this bill 0.0 tonnes</p> <p>Same time last year N/A</p> <p>Saved with GreenPower N/A</p> <p><small>For more information on greenhouse gas emissions visit originenergy.com.au</small></p>	<p>Origin Business Go ending 5 Aug 22</p>	
<p>\$0.82</p> <p>COST PER DAY</p>	<p>0.25 kWh</p> <p>DAILY USAGE</p>	

NEED TO GET IN TOUCH?

Enquiries & moving address: **1300 661 544**
8am - 6pm local time Mon - Fri

Faults & emergencies

13 13 66
Call SA Power Networks 24 hrs

Help & support online

Got a question about your bill? We've got answers: originenergy.com.au/help-support

HOW TO PAY



DIRECT DEBIT

Register online at originenergy.com.au/busmyaccount or call **1300 661 544** to arrange automatic payment of future accounts*



VISA OR MASTERCARD**

Call **1300 658 783** or visit originenergy.com.au/buspaynow

Billers Code: 41
Ref: 500 015 881 690



MAIL

Send this slip with your cheque made payable to: Origin Energy Holdings Limited, GPO Box 2951 SYDNEY NSW 2001



IN PERSON

Pay at any Post Office**

Billpay Code: 2959
Ref: 1500 0158 8169 0



TELEPHONE & INTERNET BANKING - BPAY*

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card* or transaction account.
More info: www.bpay.com.au

Billers Code: 130112
Ref: 500 015 881 690

*Card payment fee may apply to the total payment amount (incl GST): debit card (Visa 0.25%, Mastercard 0.20%), credit card (Visa 0.59%, Mastercard 0.73%), for NSW customers 0.49% if payment made at Australia Post. Fees on next bill. Conditions apply. **Payment processing fee of the higher of \$2.70 or 0.49% may apply (excl NSW).
Origin Energy Electricity Ltd ABN 43 071 052 287

15.2

ACCOUNT SUMMARY

Previous activity	
Opening balance	\$0.00
Payments received	\$0.00
Balance carried forward	\$0.00
Your new charges	
Other charges and adjustments (incl GST of \$4.57)	\$50.25
Total electricity charges - incl discounts and rebates (incl GST of \$4.11)	\$45.23
Total amount due	\$95.48
<i>(incl net GST charges of \$8.68)</i>	

PAYMENTS RECEIVED

Total	\$0.00
--------------	---------------

OTHER CHARGES AND ADJUSTMENTS

24 Jun 21	Reconnection Fee (incl GST of \$4.57)	\$50.25
Total	<i>(incl GST of \$4.57)</i>	\$50.25

TOTAL ELECTRICITY CHARGES

Your site details

Supply address
 LOT 28 29 BIVONE CT SALISBURY DOWNS SA 5108

National Meter Identifier (NMI)
 20022936332

Meter read
 Actual

Next billing date
 3 month(s)

Period: 24 Jun 21 - 17 Aug 21 (55 days)
 Your rate: Domestic Light Power

Meter no	Usage type	Usage (kWh)
LG011803811	Peak	13.877
	Total kWh	13.877

24 Jun 21 - 30 Jun 21 (7 days)

Charges

	Usage (kWh)	Charge (incl GST)	Amount (incl GST)
Peak Usage			
First 0.77	1.865	32.662 c/kWh	\$0.61
Supply Charge		73.709 c/Day	\$5.16

Continued on the next page...

NEED TO GET IN TOUCH?

Moving address?

- Go online
originenergy.com.au/busmovers
 (allow 3 business days notice)

Contact us

We're happy to help - any questions or complaints:

- My Account login
originenergy.com.au/busmyaccount
- Call us 1300 661 544
 (8am - 6pm local time Mon - Fri)
- Go online
originenergy.com.au/buscontact
- Write to us (no payments) Origin
 Energy Business Centre, GPO Box
 186, Melbourne VIC 3001

Solar, storage and maintenance

For solar and battery sales, installation, service and billing enquiries call **1300 791 468**.

National Relay Service

If you have a hearing or speech impairment, contact us through the National Relay Service. For more information, visit www.relayservice.gov.au

Need an interpreter?

Call **1300 137 427**

خدمة الترجمة اللغوية للغات غير الإنكليزية.
 Servicio Telefónico de intérpretes para otros idiomas.

Per lingue oltre all'inglese contattate il Servizio d'Interpretariato Telefonico

Dịch vụ thông dịch qua điện thoại cho những ngôn ngữ khác không phải tiếng Anh.

Τηλεφωνική Υπηρεσία Διαρμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。



PAYMENT SLIP



*2959 1 500015881690

User code

Customer reference number

009241

00500015881690

Due date
 (for new charges only)

02 / Sep / 21

Amount due

\$ 95.48

+00500015881690>

+009241+

<0000000000>

<0000009548>

+444+

Continued from the previous page

	Usage (kWh)	Charge (incl GST)	Amount (incl GST)
1 Jul 21 - 5 Aug 21 (36 days)			
Charges			
Peak Usage			
First 0-395	10.09	32.662 c/kWh	\$3.30
Supply Charge		73.709 c/Day	\$26.54
6 Aug 21 - 17 Aug 21 (12 days): price change			
Charges			
Peak Usage			
First 0-132	1.922	29.143 c/kWh	\$0.56
Supply Charge		75.519 c/Day	\$9.06
Total for period 24 Jun 21 - 17 Aug 21			\$45.23
Your total electricity charges (incl GST \$4.11)			\$45.23

Account number
500 015 881 690

Tax invoice
112 002 199 944

Issue date
19 Aug 21



Electricity

YOUR SITE DETAILS

Supply address
LOT 28 29 BIVONE CT SALISBURY
DOWNS SA 5108

National Meter Identifier (NMI)
20022936332

Meter read
Actual

Next billing date
3 month(s)

YOUR USAGE BREAKDOWN

	\$0.82	kWh	Tonnes
Average cost per day	\$0.82	kWh	Tonnes
Average daily usage	0.25 kWh	0.3	0.01
Same time last year	N/A	0.2	0.01
Your indicative greenhouse gas emissions			
Total for this bill	0.0 tonnes	0.1	0.00
Same time last year	N/A	0.1	0.00
Saved with GreenPower	N/A		

For more information on greenhouse gas emissions visit
originenergy.com.au

Aug 21
Monthly electricity usage
→ Greenhouse gas emission

AVERAGE DAILY ELECTRICITY

Here is the average daily electricity usage costs for your supply address - this doesn't include any discounts and supply charges.

\$0.08
Peak



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 006 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



JK MCKAIN SUPER FUND PTY LTD
C/- FUTURE ASSIST FIN SERVICES GRP
24 MANORDOWNS DR
D'AGUILAR QLD 4514

1 Shelley Street
Sydney, NSW 2000

account balance **\$382,652.66**
as at 31 Dec 21

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

transaction	description	debits	credits	balance
30.06.21	OPENING BALANCE			199,552.03
02.07.21	Direct debit SECURE FUNDING P 2452540	659.42		198,892.61
07.07.21	Deposit ABN98002348352 ET210707CTR0659100		643.08	199,535.69
07.07.21	Funds transfer TRANSACT FUNDS TFR TO 1840 REAL ESTATE	3,085.00		196,450.69
16.07.21	Direct debit ALLIANZ INSURE 601064QPB013921197	81.52		196,369.17
16.07.21	Direct debit SECURE FUNDING P 2452540	659.42		195,709.75
26.07.21	Funds transfer TRANSACT FUNDS TFR TO KEY CONVEYANCING	790.24		194,919.51
30.07.21	Direct debit SECURE FUNDING P 2452540	659.42		194,260.09
09.08.21	Deposit ABN98002348352 ET210809CTR0650069		726.92	194,987.01
13.08.21	Direct debit SECURE FUNDING P 2452540	659.42		194,327.59
16.08.21	Direct debit ALLIANZ INSURE 601064QPB017621228	89.32		194,238.27
27.08.21	Direct debit SECURE FUNDING P 2452540	659.42		193,578.85

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 963640966

deposits using BPay
From another bank



Bill code: 667022
Ref: 963 640 966

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

transaction	description	debits	credits	balance
02.09.21	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	3,300.00		190,278.85
06.09.21	Funds transfer TRANSACT FUNDS TFR TO JOSHUA AND KATHLEE	49.00		190,229.85
06.09.21	Funds transfer TRANSACT FUNDS TFR TO JOSHUA AND KATHLEE	49.00		190,180.85
06.09.21	Funds transfer TRANSACT FUNDS TFR TO JOSHUA AND KATHLEE	220.00		189,960.85
07.09.21	Deposit ABN98002348352 ET210907CTR0655F61		676.92	190,637.77
10.09.21	Direct debit SECURE FUNDING P 2452540	659.42		189,978.35
16.09.21	Direct debit ALLIANZ INSURE 601064QPB011321259	89.32		189,889.03
17.09.21	Deposit PEXA 29 Bivone Court		190,168.05	380,057.08
07.10.21	Deposit ABN98002348352 ET211007CTR065C01B		683.69	380,740.77
18.10.21	Direct debit ALLIANZ INSURE 601064QPB015121291	89.32		380,651.45
08.11.21	Deposit ABN98002348352 ET211108CTR06546CC		1,285.69	381,937.14
15.11.21	BPAY BPAY TO ASIC	139.00		381,798.14
16.11.21	BPAY BPAY TO ASIC	359.00		381,439.14
16.11.21	Direct debit ALLIANZ INSURE 601064QPB018521320	89.32		381,349.82
07.12.21	Deposit ABN98002348352 ET211207CTR065A223		1,190.46	382,540.28
16.12.21	Deposit Allianz Australi PO 6 30 1425158		112.38	382,652.66

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 DEC 21	12,386.56	195,487.19	382,652.66

* Stepped interest rates for the period 1 July to 31 December: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (184 days)



Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
CLASS SUPER PTY LIMITED	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

Enquiry authority - you authorise the third party to have access to information about your account.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.



Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

We offer several options that allow you to make payments and view transactions free of charge

- Electronic funds transfers up to \$5,000 a day using online banking.
- Increase your limit to \$100,000 using the Macquarie Authenticator App or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
- Make the switch to free online statements by updating your preference online.

About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your product, available at macquarie.com.au or by contacting us. If you have a complaint about our service, or to find out more about our dispute resolution procedures, please refer to macquarie.com.au/feedback-and-complaints.

Protect your account

- Please check each entry on this statement. If you think there is an error or unauthorised transaction, please contact us right away.
- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit help.macquarie.com

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- The Macquarie Mobile Banking app makes managing your money simple and convenient.



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App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



JK MCKAIN SUPER FUND PTY LTD
C/- FUTURE ASSIST FIN SERVICES GRP
24 MANORDOWNS DR
D'AGUILAR QLD 4514

1 Shelley Street
Sydney, NSW 2000

account balance **\$23,868.62**
as at 30 Jun 22

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

transaction	description	debits	credits	balance
31.12.21	OPENING BALANCE			382,652.66
07.01.22	Deposit ABN98002348352 ET220107CTR065FD53		1,311.29	383,963.95
07.02.22	Deposit ABN98002348352 ET220207CTR06582AC		1,190.46	385,154.41
07.03.22	Deposit ABN98002348352 ET220307CTR065DD03		1,190.46	386,344.87
08.03.22	Deposit QSUPER LUMP SUMS 609051150630308233		57,000.00	443,344.87
04.04.22	BPAY BPAY TO TAX OFFICE PAYMENTS	259.00		443,085.87
04.04.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	3,300.00		439,785.87
07.04.22	Deposit ABN98002348352 ET220407CTR0653B13		1,190.46	440,976.33
19.04.22	Direct debit CLEARVIEWLIFEINV 518240599013993754	277.30		440,699.03
02.05.22	Funds transfer TRANSACT FUNDS TFR TO BD REALTY PTY LTD	10,000.00		430,699.03
04.05.22	Funds transfer TRANSACT FUNDS TFR TO BY THE RULES	600.00		430,099.03
05.05.22	Funds transfer TRANSACT FUNDS TFR TO MORETON BAY BUILDI	539.00		429,560.03

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 963640966

deposits using BPay
From another bank



Bill code: 667022
Ref: 963 640 966

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

transaction	description	debits	credits	balance
05.05.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	1,100.00		428,460.03
09.05.22	Deposit ABN98002348352 ET220509CTR065BBAE		1,785.69	430,245.72
24.05.22	Funds transfer TRANSACT FUNDS TFR TO EAZYFLOW PLUMBING	268.40		429,977.32
24.05.22	Direct debit AIA AUSTRALIA . 68139111 28/05/22	938.02		429,039.30
24.05.22	Direct debit AIA AUSTRALIA . 68139135 28/05/22	1,543.74		427,495.56
30.05.22	Funds transfer TRANSACT FUNDS TFR TO BD REALTY PTY LTD	10,000.00		417,495.56
01.06.22	Funds transfer TRANSACT FUNDS TFR TO BY THE RULES	100,000.00		317,495.56
02.06.22	Funds transfer TRANSACT FUNDS TFR TO BY THE RULES	89,957.91		227,537.65
07.06.22	Deposit ABN98002348352 ET220607CTR0651874		1,190.46	228,728.11
08.06.22	Deposit PEXA RB130650		457.30	229,185.41
08.06.22	BPAY BPAY TO AAMI	1,139.33		228,046.08
09.06.22	Funds transfer TRANSACT FUNDS TFR TO JK MCKAIN	100,000.00		128,046.08
10.06.22	Funds transfer TRANSACT FUNDS TFR TO JK MCKAIN	100,000.00		28,046.08
24.06.22	Funds transfer TRANSACT FUNDS TFR TO JOSHUA AND KATHLEE	880.00		27,166.08
27.06.22	Funds transfer TRANSACT FUNDS TFR TO EAZYFLOW PLUMBING	3,300.00		23,866.08
30.06.22	Interest MACQUARIE CMA INTEREST PAID*		2.54	23,868.62

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 JUN 22	424,102.70	65,318.66	23,868.62

* Stepped interest rates for the period 1 January to 16 June: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (167 days); 17 June to 30 June: balances \$0.00 to \$4,999.99
earned 0.25% balances \$5,000.00 and above earned 0.25% pa (14 days)



Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
CLASS SUPER PTY LIMITED	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

Enquiry authority - you authorise the third party to have access to information about your account.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.

annual interest summary 2021/2022

INTEREST PAID	2.54
TOTAL INCOME PAID	2.54

Macquarie Cash Management Account

enquiries 1800 806 310

account name JK MCKAIN SUPER FUND PTY LTD ATF
JK MCKAIN SMSF
account no. 963640966

We offer several options that allow you to make payments and view transactions free of charge

- Electronic funds transfers up to \$5,000 a day using online banking.
- Increase your limit to \$100,000 using the Macquarie Authenticator App or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
- Make the switch to free online statements by updating your preference online.

About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your product, available at macquarie.com.au or by contacting us. If you have a complaint about our service, or to find out more about our dispute resolution procedures, please refer to macquarie.com.au/feedback-and-complaints.

Protect your account

- Please check each entry on this statement. If you think there is an error or unauthorised transaction, please contact us right away.
- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit help.macquarie.com

Download the Macquarie Mobile Banking app

- The Macquarie Mobile Banking app makes managing your money simple and convenient.



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App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*

GRANITE

Mrs Kathleen May McKain
24 Manordowns Drive
D'aguilar, QLD, 4514, Australia

17-1

Your Statement

Offset Account Number	400111870
Linked to Loan Account Number	400111848
Account Name/s:	JK McKain Super Fund Pty Ltd IOR & ATF JK McKain SMSF
BSB 012-666	Account Number 400111870
Product Name	SMSF Offset Account
Account Status	Active
Statement Period	08 Jun 2022 to 30 Jun 2022
Enquiries	1300 737 058



Your Statement: Please check the entries on this statement and report any errors immediately. All entries are subject to verification. Credit entries may be subject to clearance. Any adjustments or transactions not yet processed will appear on the next statement.



Making Repayments: Automatically make repayments each week, fortnight, or month by setting up a direct debit from your external account. Unlimited additional repayments on our Variable Home Loans, making it easier than ever to pay off your home loan faster.



Internet Access: Granite Home Loans provides our customers with a real-time online platform to help you access all your information. View your transactions and balances easily in a single place. Visit www.granitehomeloans.com.au

Your Transaction Summary

Date	Transaction Details	Debits	Credits	Balance
08 Jun 2022	Balance brought forward			\$0.00
10 Jun 2022	Direct Credit Payment Effective Date: 09/06/2022 JK MCKAIN - HOME LOAN OFFSET - JK MCKAIN SMSF		\$100,000.00	\$100,000.00 CR
13 Jun 2022	Direct Credit Payment Effective Date: 10/06/2022 JK MCKAIN - MORTGAGE OFFSET - JK MCKAIN SMSF		\$100,000.00	\$200,000.00 CR
TOTALS AT END OF PERIOD		\$0.00	\$200,000.00	\$200,000.00 CR

Dear Customer,

We have introduced a new 'look and feel' to our customer statements and new functionality; this includes a Loan Summary plus 'at a glance' & helpful information on the first page.

The Interest Charged (net after offset benefit) for both this Financial Year and for this Statement Period are now displayed on each statement. The Interest Offset benefit for this Financial Year and for this Statement Period will also be displayed on each statement.

To further improve your customer experience with us, more changes will be made to improve our statements moving forward.

Granite Home Loans Pty Ltd
ACN 622 955 524 Australian Credit Licence Number 516104
Address: 77 CASTLEREAGH STREET SYDNEY NSW 2000 Telephone: 1300 737 058 Email: service@granitehomeloans.com.au

Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services
ACN 119 531 252, Australian Credit Licence Number 337303

18-1

Key Conveyancing Services

Ph: 08 8251 3758 Fax: 08 8251 5003
 Shop 3, 985 North East Road Modbury SA 5092
 PO Box 1425, Golden Grove Village SA 5125
 ABN 84 978170961

Our ref: KT23454
 17 September, 2021

JK McKain Property Fund Pty. Ltd. ATF JK McKain SMSF
 24 Manordowns Drive
 D'Aguilar QLD 4514

Adjustment statement for outgoings and income re:

Sale of Property – 29 Bivone Court Salisbury Downs SA 5108
Settlement Date - 17 September 2021

	DR	CR
Sale Price		\$390,000.00
Commission payable to Real Estate Agent - Including GST - PLEASE REFER DIRECT TO THE AGENT SHOULD YOU HAVE ANY QUERIES	\$8,580.00	
Contribution towards Agent's marketing expenses Including GST - PLEASE REFER DIRECT TO THE AGENT SHOULD YOU HAVE ANY QUERIES	\$2,590.00	
* Conveyancer's fee for the following services: Receiving the Contract from the Agent, checking special conditions and Form 1 Statement. Perusal of transfer, preparation of settlement statement, liaising with mortgagee to arrange for the discharge of mortgage (if applicable) and attendance at settlement	\$495.00	
GST		\$49.50
* Photo-copying, phone calls, postage, file maintenance fee, file storage and any other miscellaneous disbursements	\$90.00	
GST		\$9.00
Electronic settlement fee - PEXA Platform	\$117.92	
Compulsory Statutory Historical Search to be undertaken on property address via SAILIS (South Australian Integrated Land Information System)	\$15.00	

Statement Details Continued

18-2

Adjustments to 02 September 2021

Council Rates \$1,616.10 p.a. Paid to 30/06/2022 Purchaser allows Vendor 301 days	\$1,332.73	A
Emergency Services Levy \$117.35 p.a. Paid to 30/06/2022 Purchaser allows Vendor 301 days	\$96.77	B
Water & Sewerage \$144.44 p.q. Paid to 30/09/2021 Purchaser allows Vendor 28 days	\$44.32	C
Council Rates due and payable to the 30th of June 2022	\$1,616.10	
Emergency Services Levy due and payable to 30th of June 2022	\$117.35	
Water and Sewerage due and payable to the end of the quarter	\$334.19	
Cost of Water Meter Reading	\$18.04	
LTO Fee for registration of Discharge	\$176.00	
Amount payable to Liberty	\$186,889.11	
Amount payable to Liberty - First Mortgage Services	\$165.00	
Amount payable to Liberty - First Mortgage Services - Pexa fee	\$43.56	
Amount due to Vendor after settlement	\$190,168.05	
* Total GST included in this Statement: \$58.50		
	\$391,473.82	\$391,473.82

Your statement shows the net proceeds that you will be receiving from your sale.

These proceeds will be deposited into your nominated bank account by close of business on the day of settlement.

If you have any questions feel free to contact our office.

Many thanks

Kim Tyler
Direct Phone: 82513758
Direct Fax: 82515003
Email: Kim@keyconveyancing.com.au

Statement Details Continued

18-3

Please ensure that you keep a copy of this statement with your records. Due to storage and retrieval costs, a request for a duplicate of this statement 2 years after settlement date, will require a payment of a \$55.00 fee.

E. & O. E.

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Date	Inv#	Amount	Owing
28/06/2021	18529	3,085.00	3,085.00

... Email Invoice

x

Tax Invoice
Copyright Vault Group Pty Ltd © 2020

1840

REAL ESTATE

Bill To:
Kathleen McKain
PO Box 12
WAMURAN 4512

1840 Real Estate

Invoice# 18529
Property: 29 Bivone Court SALISBURY DOWNS

Date	Item	DB/ExpenseCR/Pay
28/06/2021	Administration Fee - Administration Fee - 1840 Real Estate	\$450.00
28/06/2021	Advertising Package - Advertising - Includes Premiere realestate.com.au, Platinum domain.com.au, Professional Photography, 8x4 Signboard, Glossy brochures and floorplan	\$2,354.55
Sub Total		\$2,804.55
Agreed Marketing Spend		\$2,590.00
Total Spend		\$3,085.00
Total GST		\$280.45
Less Payments		\$0.00
Total Balance (inc GST)		\$3,085.00

We appreciate your payment within 7 Days from the date of this invoice

Payment can be made by the following methods

Internet Banking: 1840 Real Estate BSB: 015-311 Account Number: 4782-79792

Pay by Cheque: PO Box 400, Stepney SA 5069

ABN: 53 125 509 061 RLA268200

Advertising Statement

Generate/Update Invoice

Add Payment (Credit)

Add Expense (Debit)

Print

Close

Name: Alex and Zoe Cleaning Services
Address: 31 Maud Street Clapham 5062
Mobile: 0404 557 369

**To: C/- 1840 Real Estate
29 Bivone Court Salisbury Downs**

INVOICE NO: 344
INVOICE DATE: 22/06/2021

TAX INVOICE

ABN: 58 282 421 803

DESCRIPTION:

For the date of: 10/06/2021

General

Cobwebs throughout the house are removed
Skirting boards throughout the house are cleaned
All doors are cleaned

All walls are cleaned

All the windows are cleaned

Kitchen

Stove – Rang hood are thoroughly cleaned free of grease
All cupboards and drawers are cleaned inside and out.

Bathrooms

Toilets, bathroom cabinets & mirrors. Shower recess, screen, tiles and grouting are scrubbed free of all soap residue and any mould
All exhaust fans are dusted and covers washed free of dust and grime.

Bedroom

All built-ins are cleaned

Laundry

Cupboards are cleaned

All carpets are professionally steam cleaned.

Floor is vacuumed and mopped

18.6

COST:	\$480.00
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TOTAL Amount (Exclusive of GST)	\$480.00
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Please Credit Bank Account as follows:

BANK: COMMONWEALTH BANK

ACCOUNT NAME: XUDONG YANG AND YANG ZHANG

ACCOUNT NUMBER: 1158 3425

BSB: 065 000

We appreciate your business

18.7

PLATINUM PROPERTY Styling

Quotation

Estimate No: 7111
Date: 18/06/2021

139 Greenwith Road,
Golden Grove SA 5125

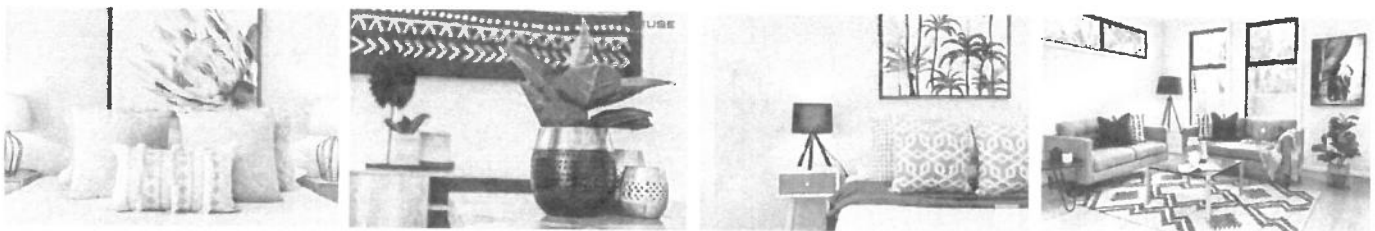
Phone: 08 8251 4190
accounts@platinumstyling.com.au
http://www.platinumstyling.com.au/

For:
29 Bivone Court, Salisbury Downs
29 Bivone Court, Salisbury Downs

Code	Description	Quantity	Rate	Amount
Style & Furnish	Supply and furnish as listed below	1	\$1,681.82	\$1,681.82
Living Area	Sofas, rug, coffee table, TV unit, decor items, layering & artwork	1	\$0.00	\$0.00
Dining	Dining table setting with decor items & artwork	1	\$0.00	\$0.00
Bedrooms	Beds, bedside tables, lamps, linen, layering & artwork	3	\$0.00	\$0.00
Outdoor Setting	Outdoor setting & decor items	1	\$0.00	\$0.00
Accessories	Kitchen & bathroom accessories	1	\$0.00	\$0.00

Subtotal \$1,681.82
 GST \$168.18
Total \$1,850.00

Please Note: Payment terms – 50% deposit required prior with balance due 7 days from installation.
 Please contact our office on (08) 8251 4190 if you would like to arrange installation.
 Bank Details: Platinum Property Styling BSB: 015 300 Account: 194676542





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Platinum Property Styling Pty Ltd
139 Greenwith Road
GOLDEN GROVE SA 5125
Phone: (08) 8251 4190
ABN: 44 169 407 872

Furniture Hire Agreement

Property Address: 29 Bivone lower 'Salisbury downs

Vendor Name: Joshua & Kathleen McCain

Vendor Phone: 0419866080 Email: Kathleenandjosh@outlook.com

Real Estate Agent: 1840 Photo Time: _____

Access: Keys to be on site Collect keys from agent's office Vendor meeting our team on site

Price Quoted: _____ Installation date: _____ / _____ / _____

Terms & Conditions of hire

1. The quote/invoice includes rental of the goods required for up to 6 weeks with the option of an additional 2 FREE weeks of hire if the furniture is still required. There is no refund or deduction in price should the property sell beforehand.
2. **Payment Terms – 50% deposit payable not later than 24 hours prior to installation with balance payable 7 days after.**
3. Any negotiations regarding payment options must be made directly with us prior to furniture being installed.
4. We have a minimum charge of \$500 for partial styling installations.
5. After the initial 8 week hire period there will be a weekly charge of 10% of the original price (should the furniture still be required). This extension charge will apply automatically. It is the property owner's responsibility to ensure that we are advised if an extension is not required.
6. Failure to make payment of extensions invoices may result in the removal of hired furniture at any time. Overdue extension accounts will be subject to a late payment fee of 5%.
7. Rentals exceeding 12 weeks, are due to pay the original hire amount again.
8. We encourage customers to treat the furniture and homewares supplied with respect. Any damage or soiling that requires cleaning or repair will be charged on a separate invoice after consultation with the client. Please note that beds are not to be used without prior consent.
9. The furniture must be removed by Platinum Property Styling from the property prior to any works to be carried out on the property; e.g. painting etc.
10. Small brass plated picture hooks are used to hang artwork. These hooks are left in place upon pack up of furniture.
11. In the event of any theft/damage occurring, please notify us as soon as possible. We will require a copy of a police report and you will be responsible for payment of a \$500 excess.
12. All rental goods remain the property of Platinum Property Styling Pty Ltd.
13. Furniture must remain at the original location/delivery address and may only be re-located by Platinum Property Styling. The cost to relocate furniture is \$330 inc GST. If any furniture is moved without our knowledge, the entire hire charge will apply again.
14. In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs incurred in our collection of the outstanding amount, including legal demand costs.
15. If any of your personal items have been used, they will need to be removed from the premises prior to collection of hired furniture.

I/we understand and accept the Terms & Conditions as detailed above:

Name: Joshua McCain Signature: [Signature] Date: 18/6/21

Payment Options

- **Credit Card** (by phone 0417 828 444) or

Cardholder name: _____

Card number:

Expiry: / CVN:

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Platinum Property Styling Pty Ltd
139 Greenwith Road
GOLDEN GROVE SA 5125
Phone: (08) 8251 4190
ABN: 44 169 407 872

- **Direct Deposit**
ANZ
Account name: Platinum Property Styling
BSB: 015 300
Account number: 194676542



18-10

Key Forms Pty Ltd
Shop 3, 985 North East Road Modbury SA 5092
PO Box 1425 Golden Grove Village SA 5125
Ph: 08 8251 3758 Fax: 08 8251 5003 Email:
Admin@keyconveyancing.com.au
ABN 886 124 281 90

Our ref: KT23454
21 July 2021

JK McKain Property Fund Pty. Ltd. (ACN: 607 946 547)
29 Bivone Court
Salisbury Downs SA 5108

Dear

Proposed sale of 29 Bivone Court Salisbury Downs SA 5108

Please find enclosed our Tax Invoice for the Searches and Form 1 Preparation. If this property is an investment then this invoice may be tax deductible.

Payment of the account is required either within 7 days.

If you have any questions, please feel free to contact our office.

Yours faithfully

Kim Tyler
Direct Phone: 82513758
Direct Fax: 82515003
Email: kim@keyconveyancing.com.au



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Key Forms Pty Ltd
Shop 3, 985 North East Road Modbury SA 5092
PO Box 1425 Golden Grove Village SA 5125
Ph: 08 8251 3758 Fax: 08 8251 5003 Email:
Admin@keyconveyancing.com.au
ABN 886 124 281 90

Our Ref: 23454KT

21 July, 2021

JK McKain Property Fund Pty. Ltd. (ACN: 607 946 547)
29 Bivone Court
Salisbury Downs SA 5108

Tax Invoice

Invoice for Searches and Form 1 Preparation – 29 Bivone Court Salisbury Downs SA 5108

Description	Qty	Unit Price	Price
1 Preparation of the Form 1	1	\$ 300.00	\$ 300.00
PIR (Property Interest Report) Includes:			
2 PIR, Check Search, Title and Valuation Package, CT, Historical Search, SA Water Cert, ESL Cert, Land Tax Cert	1	\$ 232.00	\$ 323.00
3 Council Search - Standard	1	\$ 62.50	\$ 62.50
4 Plan	1	\$ 12.40	\$ 12.40
5 Company Search	1	\$ 9.00	\$ 9.00
6 Agreement	1	\$ 11.50	\$ 11.50
		Invoice Subtotal	\$ 718.40
		GST	\$ 71.84
		TOTAL	\$ 790.24

With Thanks, Payment is due within 7 days

Payment options are as follows:

- 1) Electronic Funds Transfer (EFT) as follows: Account name: **Key Conveyancing Services Pty Ltd Trust Account**. Commonwealth Bank BSB: **065000** Account no. **12023892**. Please also quote our file reference: **23454KT**.
- 2) Payment via cheque payable to Key Forms Pty Ltd.
- 3) Please contact our office to arrange payment via credit Card.
- 4) Cash can be deposited into the above account or provided to our office.

****Please ensure to quote our file reference: 23454KT**

Residential Contract: Schedule



Notice to purchaser:

This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. It is advisable to check section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* regarding any cooling-off rights that you may have and how to exercise them.

1. VENDOR 1: Primary contact:
Legal Entity/ Full Name(s): JK McKain Super Fund Pty Ltd ATF JK McKain SMSF
ABN (if applicable):

VENDOR 2: Primary contact:
Legal Entity/ Full Name(s):
ABN (if applicable):

VENDOR 3: Primary contact:
Legal Entity/ Full Name(s):
ABN (if applicable):

VENDOR 4: Primary contact:
Legal Entity/ Full Name(s):
ABN (if applicable):

Are there additional vendors? Yes If yes, refer to Annexure - Additional Vendors

VENDOR PRIMARY CONTACT ADDRESS

Street 1: 24 Manordowns Drive
Street 2:
Suburb: D'Aguilar State: QLD Postcode: 4514

2. PURCHASER 1: Primary contact:
Legal Entity/ Full Name(s): LOAN THI NGUYEN
ABN (if applicable): 0412084068 Email: loan82@live.com.au

PURCHASER 2: Primary contact:
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

PURCHASER 3: Primary contact:
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

PURCHASER 4: Primary contact:
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

Are there additional purchasers? Yes If yes, refer to Annexure - Additional Purchasers

PURCHASER PRIMARY CONTACT ADDRESS

Street 1: 166 GAWLER ROAD
Street 2:
Suburb: VIRGINIA State: SA Postcode: 5120

INITIALS Initials not required if using electronic signature

Residential Contract: Schedule

1840
REAL ESTATE

REISA

3. AGENT: Company Name/Legal Entity: 1840 REAL ESTATE

Company Representative: Karl Niehus

Street 1: 160 Payneham Road

Street 2:

Suburb: Evandale

State: SA

Postcode: 5069

ABN (if applicable): 53125509061

RLA No: 268200

Telephone: W: 8363 5151

M: 0421 755 224

Email: karl@1840.com.au

4. PROPERTY: Street 1: 29 BIVONE COURT

Street 2:

Suburb: SALISBURY DOWNS

State: SA

Postcode: 5108

Council area: CITY OF SALISBURY

and being the *whole/part of the land in Certificate of Title, Volume: 6167

Folio: 460

being *Allotment/Section/Unit/Lot 28

on *Strata/Primary/Community/Deposited/Filed Plan No. 111496

in the area named SALISBURY DOWNS

in the Hundred of YATALA

Strata/Community Manager:

T:

N/A

Other description of Property:

5. GST

Is the Vendor liable for GST on the Property? Yes No

If yes, refer to Annexure: Goods and Services Tax (GST)

Is the Agreement concerning the sale of new residential premises or potential residential land as defined in the GST Law? Yes No

If yes, refer to Special Condition - Sale of New Residential Premises or Potential Residential Land.

Note: The response to the previous question, together with the details in the Special Condition - Sale of New Residential Premises or Potential Residential Land, constitutes a Notice under Section 14-255 of the *Tax Administration Act 1953* (Cth)

The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice.

6. PURCHASE PRICE

The sum of: Amount Payable for Property \$ 390,000.00

GST (if applicable): \$ NIL

Total Purchase Price: \$ 390,000.00

7. DEPOSIT PAYABLE: \$ 10,000.00

immediately upon signing of this Agreement; or

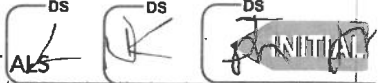
on the next business day following the expiration of the cooling off period being 2 clear business days following the later date of the execution of the contract and service of the Form 1; or

on or before / /20 ; or

secured by Guarantee (refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee) ; or

Other (specify)

(* Delete as applicable)

INITIALS 
Initials not required if using electronic signature

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Residential Contract: Schedule

1840
REAL ESTATE



8. SETTLEMENT DATE

On the 3rd day of September 20 21

OR

Within _____ days of the satisfaction of the Special Condition(s) (if any), whichever is the later
Or such other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS: Not applicable

- Built-in furniture Dishwasher Window treatments
- Fixed floor coverings Light fittings Rubbish bins

Other (specify) _____

Consumer Credit Chattels (specify) _____

10. EXCLUDED CHATTELS: Not Applicable Vendor's; and/or Tenant's:

- Personal effects Dishwasher Loose floor coverings
- Garden pots and ornaments Rubbish Bins Freestanding furniture

Other (specify) STYLING FURNITURE

11. EXCEPTIONS: None Known Easements Encumbrances Rights Of Way Party Wall Rights

Details Or Any Other Exceptions:

12. TENANCIES: Is sale subject to an existing tenancy? Yes No

Managing Agent _____ T. _____

Tenant (Name/s) _____

Term: Fixed: Commencement Date ____/____/20 End Date ____/____/20

Periodic: Commencement Date ____/____/20

Rent: \$ _____ per _____

Payable in advance Weekly Fortnightly Calendar monthly _____

Bond lodged with Consumer and Business Services: Yes No

Amount: \$ _____

13. NOTICES AND ORDERS: None known Specify

14. KNOWN BREACHES OF STRATA TITLES ACT 1988/COMMUNITY TITLES ACT 1996: None known Not applicable

Body Corporate Manager: _____ Telephone: _____

Details of breach: _____

DS DS DS
INITIALS INITIALS

Initials not required if using electronic signature

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Residential Contract: Schedule

1840
REAL ESTATE



15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT: None known Specify

16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES: None known Specify

17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS Not Applicable Not known

- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to pre 1 July 1993 constructed swimming pools.
- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to 1 July 1993 and post 1 July 1993 constructed swimming pools.
- Not compliant
- Specify details of non-compliance

18. WORKS TO BE CARRIED OUT BY VENDOR: Not applicable Specify

19. SPECIAL CONDITIONS: Not Applicable

- Is the sale price of the property \$750,000 or more? Yes No
- If yes, refer to Special Condition - Foreign Resident Withholding Regime
- Is the sale Subject to Finance? Yes No
- If yes, refer to Annexure: Special Condition - Sale Subject to Finance
- Is the sale Subject to Sale and Settlement of Purchaser's Property? Yes No
- If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property
- Is the sale Subject to Settlement of Purchaser's Property? Yes No
- If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property
- Is the sale subject to any other Special Condition? Yes No
- If yes, refer to Annexure

20. FURTHER TERMS OF SALE: Not Applicable

- Will the Purchaser provide a guarantee in lieu of paying a deposit? Yes No
- If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee
- Is the sale subject to any other Further Term of Sale Yes No
- If yes, refer to Annexure OR
- As described below

DS
 DS
 DS
INITIALS **INITIALS** **INITIALS**
Initials not required if using electronic signature

18.16

1840
REAL ESTATE

REISA

Contract - Annexure: Special Condition Sale Subject to Approval of Finance

1. This Agreement is subject to the Lender specified in Item 1 below agreeing by the date described in Item 2 to grant to the Purchaser on or before the Settlement Date a conditional or unconditional loan of not less than the amount described in Item 3 and for the Terms specified in Item 4.
2. The Purchaser will use its best endeavours to apply for and do everything necessary to obtain the loan.
3. If the Lender does not agree by the date specified in Item 2 to grant the loan conditionally or unconditionally to the Purchaser at Settlement then clause 14.3 of this Agreement shall apply.
4. Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the date specified in Item 2 below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and notwithstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.
5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of this Agreement will apply.
6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

Item 1 Lender: Name: ANZ GAWLER BRANCH - HARRISON KERR -0434 365 113
 Street 1: 08 7506 7700
 Street 2:
 Suburb: GAWLER State: SA Postcode:

OR any other such person or institution that is deemed acceptable by the Purchaser

Item 2 Date on or before which the Lender is to approve the loan: Date: 20 August 2021

Item 3 Minimum amount of loan: Amount: \$ 312,000

Item 4 Terms of loan: Term of loan (in years): 20 YEARS commencing interest rate of loan not exceeding MARKET RATE % per annum

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1. Agreement for Sale and Purchase

The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless a contrary intention appears:

- 2.1.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994* as amended;
- 2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;
- 2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;
- 2.1.4 "Annexure" means an annexure to this Agreement;
- 2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
- 2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
- 2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;
- 2.1.8 "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to which the Property is sold subject to;
- 2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
- 2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;
- 2.1.11 "Further Terms" means the terms specified in Item 20 of the Schedule;
- 2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.13 "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
- 2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
- 2.1.15 "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable to the use by any third party of the Property;
- 2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;
- 2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:
 - (a) the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and
 - (b) any improvements and fixtures and fittings; and
 - (c) the Included Chattels;
- 2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;
- 2.1.20 "Revenue SA Workspace" means the online portal and workspace made available by the Commissioner for conveyancing practitioners to provide details of Reportable Transactions as described in clause 25.
- 2.1.21 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.22 "Settlement Date" means the date specified in Item 8 of the Schedule;
- 2.1.23 "Special Condition" means a special condition set out in or annexed to this Agreement;
- 2.1.24 "Tenancies" means any tenancy specified in Item 12 of the Schedule;
- 2.1.25 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable, any other documents supplied by the Vendor to the Purchaser necessary to transfer title to the Property to the Purchaser;
- 2.1.26 "Vendor" means the person or entity specified in Item 1 of the Schedule;
- 2.1.27 "Works" means the items specified in Item 18 of the Schedule.

2.2 Interpretation

In this Agreement, unless a contrary intention appears:

- 2.2.1 words which denote the singular include the plural and vice versa;
- 2.2.2 words which denote natural persons include corporations and vice versa; and
 - (a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
 - (b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees;
- 2.2.3 where a party to this Agreement consists of more than one person then:
 - (a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
 - (b) any reference to that party shall include any one or more of those persons;
- 2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
- 2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

3. Payment

- 3.1 All monies payable by the Purchaser prior to Settlement will be paid to the Agent to be held in trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.
- 3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

4. Prior to Settlement

- 4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:
 - 4.1.1 a Transfer; and
 - 4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.
- 4.2 In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises the Vendor to prepare the Transfer at the Purchaser's expense.
- 4.3 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques required at Settlement Date.

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4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.

5. Settlement

- 5.1 Unless otherwise agreed, Settlement must occur in accordance with Clause 24 on the Settlement Date.
- 5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.
- 5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.
- 5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):
- 5.4.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;
- 5.4.2 land tax will be adjusted on a single holding basis;
- 5.4.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.
- 5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the *Land Tax Act 1936* (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.
- 5.4.5 The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of increasing the land tax payable by the Purchaser.
- 5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:
- (a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and
- (b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death, failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.
- 5.4.7 In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:
- (a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged; and
- (b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.
- 5.5 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.
- 5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.

6. Vacant Possession

- 6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.
- 6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:
- 6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;
- 6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;
- 6.2.3 delivering all keys and security devices to the Property to the Purchaser.




7. Title and Risk

- 7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;
- 7.2 the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.
- 7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.

8. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

- 8.1 The following further adjustments between the parties shall be made:
- 8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and
- 8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.
- 8.2 The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.
- 8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 137 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

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8.4 If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

10. Vendor Warranties

Except as outlined in the Schedule or the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:

- 10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the *Fences Act 1975*;
- 10.2 there are no outstanding demands, orders or requisitions relating to the Property;
- 10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;
- 10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;
- 10.5 where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;
- 10.6 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

- 11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
- 11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;
- 11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms

- 13.1 The parties agree to comply with the Further Terms (if any).
- 13.2 In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent of any inconsistency.

14. Special Conditions

- 14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any).
- 14.2 The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement).
- 14.3 If a party fails to satisfy a Special Condition then:
 - 14.3.1 if the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to the other party; or
 - 14.3.2 if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this Agreement and:
 - (a) if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or
 - (b) if the Vendor is in default, clauses 16.1 and 16.2 will apply.
- 14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party.
- 14.5 If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then:
 - 14.5.1 if the Purchaser is in default, clauses 15.10 and 15.11 will apply; or
 - 14.5.2 if the Vendor is in default, clause 16.2 will apply

15. Purchaser's Default

- 15.1 If for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate.
- 15.2 The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default.
- 15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
- 15.4 A Notice of Default under clause 15.3:
 - 15.4.1 may be given at any time after the occurrence of the default;
 - 15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement will automatically terminate.
- 15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion").
- 15.6 The Notice of Completion must appoint a time for Settlement (with a minimum ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.

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- 15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.
- 15.8 A Notice of Completion can be given more than once.
- 15.9 The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the Purchaser's default.
- 15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option):
- 15.10.1 retain the Property; or
- 15.10.2 resell the Property; and
- in either event sue the Purchaser for damages for breach of contract.
- 15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:
- 15.11.1 the Purchaser will forthwith be required to pay to the Vendor:
- (a) any deficiency between the Purchase Price and the price obtained upon reselling the Property; and
- (b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and
- 15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.
- 15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.

16. Vendor's Default

- 16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.
- 16.2 Where the Vendor fails to comply with that notice, the Purchaser may:
- 16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or
- 16.2.2 postpone the Settlement Date until such time as the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):
- (a) interest at the Default Rate on the full Purchase Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or
- (b) the amount of the actual damage suffered by the Purchaser.
- 16.3 If the Settlement Date is postponed, all Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clauses 15, 16, 24 and 25.

18. Goods and Services Tax (GST)

If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous

- 19.1 Notices under this Agreement:
- 19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
- 19.1.2 may be served:
- (a) by being left at the last known residence or place of business of the intended recipient; or
- (b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
- (c) by email to the email address of a party or a party's representative as provided in this Agreement.
- 19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
- 19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
- 19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of \$700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.
- 19.2 No Merger
The provisions of this Agreement shall not merge upon Settlement.
- 19.3 Cheques
- 19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.
- 19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account
- 19.4 Costs
The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.
- 19.5 Date of this Agreement
The date of this Agreement is the date on which the last of the parties executes it.
- 19.6 Legal Capacity of Purchaser
- 19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.
- 19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

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20. Privacy Act 1988

- 20.1 The parties agree and acknowledge that the Agent uses personal information collected from the Purchaser and Vendor to act as the Vendor's agent and to perform their obligations under this Agreement.
- 20.2 The Agent may disclose this information to other parties including conveyancers, connection services, legal advisers, financial institutions and government bodies.
- 20.3 The Agent will only disclose information in the way described in clause 20.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
- 20.4 If the Vendor or Purchaser would like to access this information or correct or update this information, they can do so by contacting the Agent at the address and telephone number provided in this Agreement.

21. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).

22. Governing Law

This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.

23. General

If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

24. eConveyancing Conditions

- 24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties agree that Settlement will take place using an Electronic Lodgement Network (Electronic Conveyancing), in accordance with the *Electronic Conveyancing National Law (South Australia) Act 2013 (ECNL)*, and Participation Rules for Electronic Conveyancing determined by the Registrar-General in accordance with Section 23 of the ECNL (**Participation Rules**) unless:
- 24.1.1 Lodgement of instruments under this Agreement (in whole or in part) are not eligible to be lodged electronically in accordance with the ECNL and the Participation Rules, or any other directions or requirements issued from time to time by the Registrar General or the Land Registry;
- 24.1.2 Either party gives a valid notice that Settlement will not be completed by Electronic Conveyancing.
- 24.2 The parties acknowledge and agree that it is the Purchaser's right to nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Agreement, and the Vendor agrees to accept and use the same ELNO in circumstances where:
- 24.2.1 the settlement under this Agreement must be an Electronic Conveyance; and
- 24.2.2 the Participation Rules do not permit interoperability between two or more approved ELNOs.
- 24.3 To the extent the Participation Rules and the Operating Requirements determined by the Registrar-General in accordance with Section 22 of the ECNL (**Operating Requirements**) permit interoperability between two or more ELNOs, then either party may select and use their own approved ELNO for the Electronic Conveyance.
- 24.4 To the extent the Participation Rules and Operating Requirements do not permit interoperability between two or more ELNOs:
- 24.4.1 the Purchaser shall nominate an approved ELNO within 10 Business Days of the date of this Agreement or within 2 Business Days of receiving a request from the Vendor as to the ELNO nomination; and
- 24.4.2 failing the Purchaser making a nomination within such 2 Business Day period of receiving the Vendor's request then the Vendor may nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Contract.
- 24.5 The Vendor must within 14 Business Days of the date of this Agreement:
- 24.5.1 create an Electronic Workspace;
- 24.5.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
- 24.5.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.6 The Purchaser must:
- 24.6.1 accept the Vendor's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
- 24.6.2 populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
- 24.6.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.
- 24.7 If the Vendor does not comply with clause 24.5 the Purchaser may:
- 24.7.1 create an Electronic Workspace;
- 24.7.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
- 24.7.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace; and
- 24.7.3 the Vendor must:
- (a) accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
- (b) populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
- (c) invite the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.8 The Electronic Workspace is an electronic address for the service of notices and for written communications for the purposes of the ECNL and any electronic transaction legislation.
- 24.9 Settlement occurs under this clause 24 when the Electronic Workspace records that:
- 24.9.1 The exchange of funds between financial institutions in accordance with the instructions of the parties has occurred; or
- 24.9.2 If there is no exchange of funds or other value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted by the Registrar General for electronic lodgement.
- 24.10 The parties must agree in writing on a method, time and place for delivery or exchange of any documents relating to the sale that cannot be delivered or exchanged using the Electronic Workspace. If the parties cannot agree, the party who holds the documents holds them in escrow for the benefit of the party who is entitled to them and the party holding the documents must deliver the documents as reasonably directed by the person entitled to them immediately after Settlement.

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- 24.11 If by reason of an electronic or computer system failure of any of the Land Registry, the Reserve Bank of Australia or the ELNO Settlement does not occur on the Settlement Date, the failure to settle does not constitute a breach or default by either party under this Agreement, and the parties will do all things reasonably necessary to complete settlement as an Electronic Conveyance on the next Business Day or such other date as the parties may agree or if Settlement is not able to be completed as an Electronic Settlement by reason of the failure of the electronic or computer systems of the Land Registry and only if the Electronic Workspace allows, the parties by agreement may elect to proceed with a financial settlement notwithstanding that settlement cannot be completed as an Electronic Conveyance, and do all other things necessary to complete Settlement.

25. Commonwealth Reporting

25.1 Reportable Transactions

The parties acknowledge and agree that:

- 25.1.1 the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and
- 25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.

25.2 Creation of RevenueSA Workspace

25.2.1 The Purchaser must at least 7 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and
- (c) invite the Vendor to join the RevenueSA Workspace.

25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) accept the Purchaser's invitation to join the RevenueSA Workspace; and
- (c) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other particulars that may be required for the relevant Reportable Transaction.

25.2.3 Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.2 the Purchaser may at any time before settlement:

- (a) populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or
- (b) if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

26. Electronic Communications

The parties to this contract each consent to either of them or their representatives signing the contract and any notices or documents under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this contract and any notices or documents under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

INITIALS    

Initials not required if using electronic signature

18-23

Contract: Execution

1840
REAL ESTATE



EXECUTED AS AN AGREEMENT

DocuSigned by:

Date: 26-Jul-21

**SIGN
HERE**

Signed by or on behalf of Purchaser 1

Purchaser Name

LOAN THI NGUYEN

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 2

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 3

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 4

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

INITIALS
Initials not required if using electronic signature

18-24

1840 REAL ESTATE



REISA

Contract: Execution Page

EXECUTED AS AN AGREEMENT

Signed by or on behalf of Vendor 1
Vendor Name

DocuSigned by:
Joshua McKain
Date: 26-Jul-21
30E866D10CB8451...
Joshua McKain

SIGN
HERE

in the presence of:
Witness Name

Date:

Signed by or on behalf of Vendor 2
Vendor Name

DocuSigned by:
Kathleen McKain
Date: 26-Jul-21
30E866D10CB8451...
Kathleen McKain

SIGN
HERE

in the presence of:
Witness Name

Date:

Signed by or on behalf of Vendor 3
Vendor Name

Date:

in the presence of:
Witness Name

Date:

Signed by or on behalf of Vendor 4
Vendor Name

Date:

in the presence of:
Witness Name

Date:

Vendor / Purchaser Please Note:

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

AUCTION CONDITIONS

Applicable Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the highest successful acceptance of the bid above the reserve.

Note: There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

INITIALS *[Signature]* DS INITIALS *[Signature]* DS INITIALS *[Signature]* DS
Initials not required if using electronic signature

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

19-1

**JK McKain SMSF
General Ledger**



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Real Estate Properties (Australian - Residential) (77200)					
	29 McKenzie Avenue, Narangba QLD, Australia (29McKenz)				
02/05/2022	TRANSACT FUNDS TFR TO BD REALTY PTY LTD TD [TRANSACT FUNDS TFR TO BD REALTY PTY LTD TD - deposit]	1.00	10,000.00		10,000.00 DR
04/05/2022	TRANSACT FUNDS TFR TO BY THE RULES TD	0.00	600.00		10,600.00 DR
05/05/2022	TRANSACT FUNDS TFR TO MORETON BAY BUILDI TD - Building inspection purchase 29 McKenzie	0.00	539.00		11,139.00 DR
24/05/2022	TRANSACT FUNDS TFR TO EAZYFLOW PLUMBING TD - pre purchase roof & plumbing inspection	0.00	268.40		11,407.40 DR
30/05/2022	TRANSACT FUNDS TFR TO BD REALTY PTY LTD TD [TRANSACT FUNDS TFR TO BD REALTY PTY LTD TD - balance of deposit]	0.00	10,000.00		21,407.40 DR
01/06/2022	TRANSACT FUNDS TFR TO BY THE RULES TD	0.00	100,000.00		121,407.40 DR
02/06/2022	TRANSACT FUNDS TFR TO BY THE RULES TD	0.00	89,957.91		211,365.31 DR
08/06/2022	PEXA RB130650 50	0.00		457.30	210,908.01 DR
08/06/2022	Granite loan settlement funds	0.00	688,000.00		898,908.01 DR
08/06/2022	T/up settlement statement adjustments - purchase of 29 McKenzie Ave, Nerangba	0.00		103.54	898,804.47 DR
		1.00	899,365.31	560.84	898,804.47 DR

\$20000 19-1A



19-4

19-6

19-3

19-4

19-4

19-1A

Total Debits: 899,365.31
Total Credits: 560.84

19-1A

SETTLEMENT STATEMENT

Matter: JK McKAIN PROPERTY FUND P/F Symons (130650)

Property: 29 McKenzie Avenue, Narangba

Adjustment Date: 08 June 2022

Settlement Date: 08 June 2022

Settlement Place: PEXA

Settlement Time: 2:30pm

	Amount (\$)
Contract Price	860,000.00
Less Deposit	20,000.00
	840,000.00
Plus Council Rates	
\$428.29 for the period 01 April 2022 to 30 June 2022	103.54
Proportion being 22 / 91 days	
	840,103.54
CONTRACT BALANCE	\$840,103.54

ADDITIONAL REQUIREMENTS AT SETTLEMENT

Balance at Settlement	840,103.54
Plus PEXA	117.92
Plus Bytherules Conveyancing	1,099.00
Plus Commissioner of State Revenue	31,725.00
Plus DNRM	2,910.00
Plus Bank PEXA Fee	59.07
	\$876,014.53

PAYEE

1. Unitywater	141.41
2. PEXA	117.92
3. Colwell Legal	848.49
4. B&D Realty	920.00
5. Joan Symons	838,075.72
	\$840,103.54
TOTAL	\$840,103.54
	(unallocated: \$0.00)



19.2

Po Box 323, Wamuran
Queensland
4512
PH: 0430 569 210
FAX: N/A
EMAIL:
eazyflowplumbingqld@gmail.com

TAX INVOICE / STATEMENT
ABN: 41 610 666 245

Invoice # 4206

Job Contact

JK McKain Super Fund Pty Ltd ATF JK
McKain SMSF
29 McKenzie Ave,
Narangba QLD 4504

Phone:

WORK CARRIED OUT AT: 29 McKenzie Ave, Narangba QLD 4504

DATE: 27th June 2022	CUST ORDER NO: TD4206	JOB NO: 4206
DESCRIPTION		PRICE
1	Supply and install 250L Aquamax hot water system	\$2,000.00
1	Installation of client supplied dishwasher as per existing and water compliance certificate	\$1,000.00

	SUBTOTAL	\$3,000.00
	GST	\$300.00
	TOTAL CHARGE	\$3,300.00

WORK COMPLETED:

Scope of works completed:
*Supply and install 250L Aquamax hot water system - No electrical disconnect/ Re-connect
*Install new dishwasher (Owner Supplied)
*Water efficiency compliance certificate
Works completed: 25/06/22

TECHNICIAN HAS CARRIED OUT THE ABOVE WORK TO MY SATISFACTION. I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

Customers Signature:

.....

REMITTANCE

INVOICE #4206

Payment Options: Bank Deposit, Credit Card
Strictly 3 days

Bank Details
Name: Eazyflow Plumbing
BSB: 064 467 Account #: 10 471 815

Customer Name: JK McKain Super Fund Pty Ltd
ATF JK McKain SMSF

Thank you for your business!



19-3
 Po Box 323, Wamuran
 Queensland
 4512
 PH: 0430 569 210
 FAX: N/A
 EMAIL:
 eazyflowplumbingqld@gmail.com

TAX INVOICE / STATEMENT
 ABN: 41 610 666 245

Invoice # 4168

Job Contact

JK McKain SMSF
 29 McKenzie Ave,
 Narangba QLD 4504

Phone:
 0419866080

WORK CARRIED OUT AT: 29 McKenzie Ave, Narangba QLD 4504

DATE: 24th May 2022	CUST ORDER NO: TD4168	JOB NO: 4168
DESCRIPTION		PRICE
1	Pre purchase roof and plumbing inspection standard	\$244.00

	SUBTOTAL	\$244.00
	GST	\$24.40
	TOTAL CHARGE	\$268.40

WORK COMPLETED:

Pre purchase roof and plumbing inspection including report at 29 McKenzie Ave, Narangba

TECHNICIAN HAS CARRIED OUT THE ABOVE WORK TO MY SATISFACTION. I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

Customers Signature:

.....

REMITTANCE

INVOICE #4168

Payment Options: Bank Deposit, Credit Card

Strictly 3 days

Bank Details

Name: Eazyflow Plumbing
BSB: 064 467 **Account #:** 10 471 815

Customer Name: JK McKain SMSF

Thank you for your business!

19-4



bytherules conveyancing
 acn 149 102 554/ abn 98 149 102 554
<http://www.bytherules.com.au>
enquiries@bytherules.com.au

all mail to: PO Box 1211
 Noosa Heads, QLD, 4567

Phone: +61 (1300) 22 33 44
 Fax: 1300 22 33 47

bytherules Conveyancing

Account: bytherules Conveyancing Trust Current

Client: JK McKain Property Fund Pty Ltd ATF JK McKain Bare Trust 2
 PO Box 806
 Oxenford, QLD 4210

Matter: 130650 - JK MCKAIN PROPERTY FUND P/F Symons

Statement Date: June 14, 2022

Statement Number: N/A

Opening Balance: \$0.00

Date	Description	Withdrawal	Deposit	Balance
05 May 2022	JK McKain Property Fund Pty Ltd ATF JK McKain SMSF Receipt #177890 - Initial Fees and Disbursements		\$600.00	\$600.00
10 May 2022	bytherules Conveyancing Payment #301180 - Trust Invoice Payment: EFT 26910 T2O Searches EFT Reference: 26910\nEFT Account: 10479556	\$507.48		\$92.52
01 Jun 2022 02 Jun 2022*	JK McKain Property Fund Pty Ltd ATF JK McKain Bare Trust 2 Receipt #180276 - Settlement Funds, Stamp Duty, Fees and Disbursements		\$100,000.00	\$100,092.52
02 Jun 2022 03 Jun 2022*	JK McKain Property Fund Pty Ltd ATF JK McKain Bare Trust 2 Receipt #180383 - Settlement Funds, Stamp Duty, Fees and Disbursements		\$89,957.91	\$190,050.43
08 Jun 2022	062379 10029422 PEXA228010702 RB:130650 Payment #301979 - Settlement Monies EFT Reference: 27457\nEFT Account: 130650 JK MCKAIN	\$190,050.43		\$0.00

Closing Balance: \$0.00

Amounts owing to firm:

Date	Description	Amount	Due	Balance
10 May 2022	Invoice #INV-254635	\$507.48	\$0.00	\$0.00
07 Jun 2022	Invoice #INV-257094	\$1,099.00	\$0.00	\$0.00

19-5

bytherules
incredibly easy conveyancing

196



TAX INVOICE

No: 1497
 Ref No: 29 Mcke Nara
 Date: 4 May 2022
 ABN: 83 632 087 099

To: J K McKain SMSF
 29 McKenzie Avenue
 NARANGBA QLD 4504

From: Moreton Bay Building and Pest Inspections
 143 Esplanade
 TOORBUL QLD 4510

DESCRIPTION	TOTAL
Pre-purchase building inspection and report at 29 McKenzie Avenue, Narangba	\$240.00
Pre-purchase timber pest inspection and report at 29 McKenzie Avenue, Narangba	\$250.00
Bank Account Details: Moreton Bay Building and Pest Inspections Suncorp Metway BSB: 484 799 Account: 123847063	
Total excl. GST	\$490.00
GST Payable	\$49.00
Total Amount incl. GST	\$539.00

PLEASE NOTE THAT WE ARE UNABLE TO PROVIDE EXTENDED PAYMENT TERMS AND PAYMENT OF THIS INVOICE IS REQUIRED AS SOON AS YOU HAVE RECEIVED YOUR REPORTS

Matt Johnston. Ph. 0417 608 243. 143 Esplanade Toorbul QLD 4510.

QBCC Builder Licence # 75181

QBCC Completed Residential Building Inspector Licence # 75181.

QBCC Termite Management Licence # 75181.

QLD Health Pest Management Technician Licence # 1006550217.

SAMIOS PLUMBING PTY LTD - GEEBUNG

374 NEWMAN ROAD
 GEEBUNG QLD 4034
 Ph: 07 3624 3131 Fax: 07 3624 3134
 ABN: 91 010 360 899



TAX INVOICE

Invoice: 504319222

Customer Order No:
 JOSH MCKAIN

Date: 23/06/22

14:51:03

* REPRINT *

504319222

Ship To:

CASH SALES - TRADE - GEEBUNG
 374 NEWMAN ROAD
 GEEBUNG QLD 4034
 AUSTRALIA
 Fax: 07 3624 3134

JK MCKAIN SUPER FUND PTY LTD ATF
 29 MCKENZIE AVEUNE
 NARANGBA QLD
 AUSTRALIA
 Fax: 07 3624 3134

Account: 431 Customer Order No: JOSH MCKAIN Invoice Number: 504319222 Contact: 1928 Joshua Mckain

Attention: Sales Order No: 504279139

#	Product/Description	Ordered	Supplied	Back Ordered	Unit Code	Your Price	GST	Extended
1	EURED6004X	1.00	1.00	0.00	EA	800.0000	80.00	880.00

*Terms and Conditions of Sale Available at www.samios.net.au
 VALID FOR 30 DAYS ONLY

19-7-28 11000
19-7-8 880
~~*1950*~~

Send Via:
 Carrier:
 Freight Acc:
 Shipping:

NSP items are specially ordered items, and as such are not always returnable or refundable. If returned, goods may be subject to restocking fee.

Total Ex GST: 800.00
GST: 80.00
Total Inc GST: 880.00

Signature:

Print Name:

Date:

19-7

Contract for Houses and Residential Land

Seventeenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: 30/04/2022 *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

SELLER'S AGENT

NAME: B & D Realty

ABN: 64616553498

LICENCE NO: 4085637

ADDRESS: Shop 3, 31-35 Golden Wattle Drive

SUBURB: Narangba

STATE: QLD POSTCODE: 4504

PHONE: 0406277800

MOBILE: 0406277800

FAX:

EMAIL: hello@banddrealty.com

SELLER

NAME: JOAN OLIVE SYMONS

ABN:

ADDRESS: 29 MCKENZIE AVENUE

SUBURB: NARANGBA

STATE: QLD POSTCODE: 4504

PHONE:

MOBILE: 0419 788 227

FAX:

EMAIL: vivirules001@hotmail.com

NAME: FREDERICK WILLIAM SYMONS

ABN:

ADDRESS: 29 MCKENZIE AVENUE

SUBURB: NARANGBA

STATE: QLD POSTCODE: 4504

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: Colwell Lyons

REF: CONTACT: Megan

ADDRESS: 161 Station Rd

SUBURB: Burpengary

STATE: QLD POSTCODE: 4505

PHONE: 07 5888 5765

MOBILE:

FAX:

EMAIL: reception@dcbuyers.net.au

INITIALS (Note: initials not required if signed with Electronic Signature)

JS *ES*

000023017058

BUYER JK McKain Property Fund Pty Ltd ATF JK McKain Bare Trust 2

NAME: JK McKain Property Fund Pty Ltd ATF JK McKain SMSF RB ABN: ACN: 607 946 547
ADDRESS: PO Box 806

SUBURB: Oxenford STATE: QLD POSTCODE: 4210
PHONE: MOBILE: 0448260619 FAX: EMAIL: kathleenandjosh@outlook.com

NAME: ABN:
ADDRESS:

SUBURB: STATE: POSTCODE:
PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT (if applicable)

NAME:
ABN: LICENCE NO:
ADDRESS:
SUBURB: STATE: POSTCODE:
PHONE: MOBILE: FAX: EMAIL:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME:
REF: CONTACT:
ADDRESS:
SUBURB: STATE: POSTCODE:
PHONE: MOBILE: FAX: EMAIL:

PROPERTY

Land: ADDRESS: 29 MCKENZIE AVENUE
SUBURB: NARANGBA STATE: QLD POSTCODE: 4504
 Built On Vacant
Description: Lot: 543
on: SURVEY PLAN 133284
Title Reference: 50358515
Area: 826m2 ← (more or less) Land sold as: Freehold Leasehold ← if neither is selected, the land is treated as being Freehold.
Present Use: RESIDENTIAL HOUSE
Local Government: MORETON BAY

INITIALS (Note: initials not required if signed with Electronic Signature)

000023017058

Excluded Fixtures: NIL

Included Chattels: NIL

PRICE

Deposit Holder: B&D REALTY PTY LTD

Deposit Holder's Trust Account: B&D REALTY TRUST

Bank: COMMONWEALTH BANK

BSB: 064473 Account No: 1038 1786

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$ 860,000.00

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 10,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

TWO (2) DAYS FROM DATE OF CONTRACT

\$ 10,000

Balance Deposit (if any) payable on:

TWENTY-THREE (23) DAYS FROM DATE OF CONTRACT

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$ AMOUNT TO SUFFICE

← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: BUYERS' CHOICE

Finance Date: TWENTY-THREE (23) DAYS FROM DATE OF CONTRACT

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: SEVEN (7) DAYS FROM DATE OF CONTRACT

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances? No Yes, listed below:

← WARNING TO SELLER: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Tenancies:

TENANTS NAME:

NIL

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

INITIALS (Note: initials not required if signed with Electronic Signature)

000023017058

Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

POOL SAFETY

Q1 Is there a pool on the Land or on adjacent land used in association with the Land?

Yes

No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

Q2 If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

Yes

No

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

(select whichever is applicable)

installed in the residence

not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

(select whichever is applicable)

installed in the residence

not installed in the residence

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Land. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:

(select whichever is applicable)

is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or

is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?

(select whichever is applicable)

Yes

No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property

the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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The REIQ Terms of Contract for Houses and Residential Land (Pages 6-15) (Seventeenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

1. Facsimile / Email Exchange of Contract

a) Upon one party signing this Contract and a copy of that counterpart sent by either facsimile or email being signed by the other party, this Contract becomes binding on both parties.

b) The Parties agree that a copy of the Contract signed in accordance with the preceding Clause 1. is sufficient evidence of the execution of the original.

c) Pursuant to sections 11 and 12 of the Electronic Transactions (Queensland) Act 2001, the parties consent, to both give and receive information by electronic communication, as defined in that Act.

2. This contract is subject to and conditional upon the sellers installing smoke detectors compliant with the legislative standards for properties being sold or leased from 1 January 2022 in the property and providing certification of same (the works) on or before settlement (the due date). If the works are not done by the due date then the Buyer may terminate this contract by written notice to the Seller in which event the contract will be at an end and all deposit monies refunded to the Buyer. This clause is for the benefit of the Buyer who may elect to waive same at any time on the basis that, such waiver forms acceptance of the property with the smoke detectors as at the contract date.

SETTLEMENT

Settlement Date: THIRTY (30) DAYS FROM DATE OF CONTRACT

← or any later date for settlement in accordance with clause 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

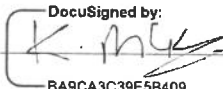
WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement: BRISBANE

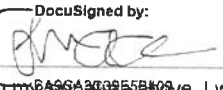
← If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

DocuSigned by:
Buyer: 
BA9CA3C39E5B409...

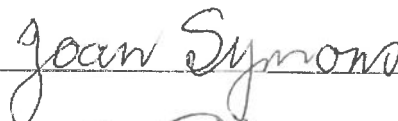
Witness: _____

DocuSigned by:
Buyer: 
BA9CA3C39E5B409...

Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: 

Witness: 

Seller:  P.O.A.

Witness: 

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)



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TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown opposite them and unless the context otherwise requires:

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **"Court"** includes any tribunal established under statute;
- (l) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (m) **"Encumbrances"** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
- (n) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1;

but nothing in this definition precludes a Court from finding other terms to be essential;
- (o) **"Extension Notice"** means a notice under clause 6.2(1);
- (p) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (q) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (r) **"GST"** means the goods and services tax under the GST Act;
- (s) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (t) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (u) **"Improvements"** means all fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (v) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (w) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (x) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (y) **"Pool Compliance Certificate"** means:
 - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (z) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (aa) **"Property"** means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (bb) **"Rent"** means any periodic amount payable under the Tenancies;
- (cc) **"Reserved Items"** means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (dd) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (ee) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ff) **"Smoke Alarm Requirement Provision"** has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (gg) **"Transfer Documents"** means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

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- (hh) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ii) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer;
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and

- (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank;and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,in which case the market value of the Land and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
- (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2 The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waive pursuant to clause 4.2.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur:
 - (a) between 9am and 4pm AEST on the Settlement Date; and
 - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
 - (i) the Seller has done this before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturer's warranties regarding the Included Chattels; and
 - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.

- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

5.7 Consent to Transfer of State Lease

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' settlement obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.

- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
 - (b) "**Delay Event**" means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii);
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
 - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that, at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;

- (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land; and
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
- (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If:
- (a) there is an error in the boundaries or area of the Land;
 - (b) there is an encroachment by structures onto or from the Land; or
 - (c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or
 - (d) there is a mistake or omission in describing the Property or the Seller's title to it,
- which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract,
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
- (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.

- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
- (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
- (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
- (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access to the Land passes unlawfully through other land;
 - (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (f) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (i) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),
- and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.

- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Land; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of Landlord and Tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.

- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

(4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except Clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

11.2 Completion of Electronic Workspace

- (1) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).

- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
 - (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
 - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

INITIALS (Note: initials not required if signed with Electronic Signature)

000023017058

11.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

11.7 Definitions for clause 11

In clause 11:

"**Digitally Sign**" and "**Digital Signature**" have the meaning in the ECNL.

"**ECNL**" means the Electronic Conveyancing National Law (Queensland).

"**Electronic Conveyancing Documents**" has the meaning in the *Land Title Act 1994*.

"**Electronic Lodgement**" means lodgement of a document in the Land Registry in accordance with the ECNL.

"**Electronic Settlement**" means settlement facilitated by an ELNO System.

"**Electronic Workspace**" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"**ELNO**" has the meaning in the ECNL.

"**ELNO System**" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"**Financial Settlement**" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

"**Financial Settlement Schedule**" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

"**Qualifying Conveyancing Transaction**" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction.

12. ELECTRONIC CONTRACT AND DISCLOSURE

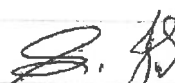
12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.



20.1

Account Statement

Customer Enquiries 13 11 33



Joshua McKain
24 Manordowns Drive
D'AGUILAR QLD 4514

Borrowers/Guarantors		Loan Account Number:	2452540
JK McKain Super Fund			
Joshua Douglas McKain			
Kathleen May McKain			
Start Date:	1 July 2021	End Date:	30 June 2022
Opening Rate:	5.98%	Closing Rate:	5.98%
Monthly Repayment:	\$1,262.18	Account Status:	Current
Default Rate (if applicable):	7.98%	Payment Frequency:	Fortnightly
BPAY Biller Code:	64956	BPAY CRN:	24525404

Account Summary as at 30 June 2022

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$187,526.24		\$2,844.39		\$1,480.84		\$191,851.47		\$0.00

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.

Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to service@liberty.com.au.

20.2

Account Statement

Customer Enquiries 13 11 33

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.


Date	Transaction	Debit	Credit	Balance
20/09/21	Expired Insurance Fee - Reversal		-\$50.00	\$0.00
20/09/21	Service Fee - Reversal		-\$10.00	\$50.00
20/09/21	Interest Charged - Reversal		-\$945.84	\$60.00
17/09/21	Discharge Settlement		-\$186,889.11	\$1,005.84
17/09/21	Pay Out Statement Fee	\$10.00		\$187,894.95
17/09/21	Discharge Administration Fee	\$395.00		\$187,884.95
17/09/21	Expired Insurance Fee	\$50.00		\$187,489.95
17/09/21	Service Fee	\$10.00		\$187,439.95
17/09/21	Interest Charged	\$976.24		\$187,429.95
17/09/21	Interest Charged	\$945.84		\$186,453.71
10/09/21	Direct Debit Repayment		-\$659.42	\$185,507.87
27/08/21	Direct Debit Repayment		-\$659.42	\$186,167.29
17/08/21	Expired Insurance Fee	\$50.00		\$186,826.71
17/08/21	Service Fee	\$10.00		\$186,776.71
17/08/21	Interest Charged	\$948.07		\$186,766.71
13/08/21	Direct Debit Repayment		-\$659.42	\$185,818.64
30/07/21	Direct Debit Repayment		-\$659.42	\$186,478.06
17/07/21	Service Fee	\$10.00		\$187,137.48
17/07/21	Interest Charged	\$920.08		\$187,127.48
16/07/21	Direct Debit Repayment		-\$659.42	\$186,207.40
02/07/21	Direct Debit Repayment		-\$659.42	\$186,866.82
01/07/21	Opening balance			\$187,526.24
	Totals	\$4,325.23	-\$191,851.47	

21-1

GRANITE

Mrs Kathleen May McKain
24 Manordowns Drive
D'aguilar, QLD, 4514, Australia

Your Statement

Account Name/s:	JK McKain Super Fund Pty Ltd IOR & ATF JK McKain SMSF
BSB 012-666	Account Number 400111848
Product Name	Granite SMSF Loan
Account Status	Active
Statement Period	08 Jun 2022 to 30 Jun 2022
Current Interest Rate	4.19 % p.a.
Enquiries 	1300 737 058

Your Loan Account Summary

Opening Balance \$0.00	-	Total Debits \$688,000.00	+	Total Credits \$0.00	=	Closing Balance \$688,000.00 DR
		Loan Account Limit				\$688,000.00
		Available redraw				\$0.00
		Interest charged this statement period				\$0.00
		Offset benefit for this statement period				\$0.00
		Interest charged this financial year				\$0.00
		Offset benefit for this financial year				\$493.62

Your Repayment Details

Minimum Repayment Amount \$3,360.43	Repayment Frequency Monthly	Repayment Due Date 8 of every month
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Your Statement: Please check the entries on this statement and report any errors immediately. All entries are subject to verification. Credit entries may be subject to clearance. Any adjustments or transactions not yet processed will appear on the next statement.



Making Repayments: Automatically make repayments each week, fortnight, or month by setting up a direct debit from your external account. Unlimited additional repayments on our Variable Home Loans, making it easier than ever to pay off your home loan faster.



Internet Access: Granite Home Loans provides our customers with a real-time online platform to help you access all your information. View your transactions and balances easily in a single place. Visit www.granitehomeloans.com.au

Your Transaction Summary

Date	Transaction Details	Debits	Credits	Balance
08 Jun 2022	Balance brought forward			\$0.00
08 Jun 2022	Loan Settlement Funds	\$688,000.00		\$688,000.00 DR
TOTALS AT END OF PERIOD		\$688,000.00	\$0.00	\$688,000.00 DR

Granite Home Loans Pty Ltd
ACN 622 955 524 Australian Credit Licence Number 516104
Address: 77 CASTLEREAGH STREET SYDNEY NSW 2000 Telephone: 1300 737 058 Email: service@granitehomeloans.com.au

Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services
ACN 119 531 252, Australian Credit Licence Number 337303

Overdue Payment Summary

Total Amount Payable including Arrears
\$3,360.43

Payment Due Date

08 Jul 2022

Scheduled Payment Amount

\$3,360.43

Arrears Amount Due

\$0.00

The Arrears Amount is due and payable immediately.

Total

\$3,360.43

Dear Customer,

We have introduced a new 'look and feel' to our customer statements and new functionality; this includes a Loan Summary plus 'at a glance' & helpful information on the first page.

The Interest Charged (net after offset benefit) for both this Financial Year and for this Statement Period are now displayed on each statement. The Interest Offset benefit for this Financial Year and for this Statement Period will also be displayed on each statement.

To further improve your customer experience with us, more changes will be made to improve our statements moving forward.

Granite Home Loans Pty Ltd

ACN 622 955 524 Australian Credit Licence Number 516104

Address: 77 CASTLEREAGH STREET SYDNEY NSW 2000 Telephone: 1300 737 058 Email: service@granitehomeloans.com.au

Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services
 ACN 119 531 252, Australian Credit Licence Number 337303

JK McKain Super Fund Pty Ltd ACN 607 946 556 both in its own right and in its capacity as trustee for JK McKain SMSF
 Simmons Livingstone & Associates
 Unit 30/340 Hope Island Road
 HOPE ISLAND QLD 4212



25 May 2022

Congratulations your new loan is now approved

Your loan has now been approved and is ready for your consideration and acceptance. You must carefully consider these documents before you enter into your loan agreement.

THE INDIVIDUAL GUARANTORS ARE REQUIRED TO OBTAIN LEGAL ADVICE PRIOR TO SIGNING THESE DOCUMENTS. PLEASE MAKE SURE THAT A SOLICITOR IS ENGAGED TO PROVIDE LEGAL ADVICE TO YOU PRIOR TO SIGNING THE DOCUMENTS.

You must ensure that you follow our instructions carefully. If you have any questions regarding the loan documentation please contact us.

Documents

Attached are your loan documents. You will need to sign certain documents electronically and also print, sign and return others to us. Due to current legal requirements, you might have to physically scan certain documents physically with an original "wet ink" signature and return them to us. These documents (if any) are outlined in your checklist.

Special conditions

If your loan has any special conditions, they are set out in your Loan Offer. These special conditions must be satisfied prior to or at settlement.

How much will be available from the loan?

The following is an estimate. The precise amount will be calculated just before settlement.

Loan		\$688,000.00
Less		
Valuation fees	\$251.35	
Annual facility fee	\$395.00	
Registration (State Government fees):	\$2,947.00	
Memorandum of Transfer	\$2,713.00	
Mortgage	\$197.00	
Priority Notice	\$37.00	
Our Fees & Outlays comprising:	\$961.62	
Professional fees	\$700.00	
Other fees	\$85.00	
Search fees		
Company Search	\$35.80	
Title Search	\$53.40	
GST	\$87.42	
		\$4,554.97
Balance available at settlement		\$683,445.03

PEXA (Property Exchange Australia)

PEXA is an electronic settlement and payment system. PEXA is currently an alternative to paper based settlements which includes drawing bank cheques. Paper based settlements with bank cheques will eventually be phased out, but while that happens paper based settlements and bank cheques will continue, all new settlements though where possible will be completed in PEXA, the standard fee for transacting in PEXA is \$59.07, this can change depending on the number of titles attached to your Property.

Need help?

If you need help, we are here to help for enquiries regarding the loan documentation and settlement process.

Contact Gadens Lawyers

Gadens Lawyers Reference: EYH:CDG:202211676
 Edward Hoare
 Edward.Hoare@gadens.com

Postal Address

Gadens Lawyers
 GPO Box 129
 BRISBANE QLD 4001

Available assistance Monday to Friday during business hours

Your settlement checklist – What should I do now?

We will not be able to settle your loan until all of these requirements have been completed.

Your checklist has 4 sections, please ensure that you read each one carefully as settlement will be delayed until all requirements have been completed.

1. **Section 1: Documents that must be signed electronically**
2. **Section 2: Documents to be printed and signed in ink ("wet sign") and return to us**
3. **Section 3: Documents and information you need to provide to us before settlement**
4. **Section 4: Your lawyer/conveyancer's contact information**

Section 1: Documents to be signed electronically

Document	Instructions	Completed
Loan Agreement - 400111848		
<p>This is a legal contract between you and Perpetual Corporate Trust Limited.</p> <p>You cannot change anything in the Loan Agreement., If you see something that is incorrect or you disagree with, contact us.</p> <p>Make sure your details in the Loan Agreement are the same as your details on the Title Deed or Transfer, any inconsistencies will delay settlement. If you find any mistakes, please contact us immediately.</p>	Each borrower must electronically sign and date the Loan Agreement where indicated.	<input checked="" type="checkbox"/>
Authority and Direction		
This tells us and Perpetual Corporate Trust Limited how to pay the loan money, any contributions by you and how to pay any surplus funds.	Complete surplus funds election (if applicable) and sign electronically where indicated.	<input checked="" type="checkbox"/>
Direct Debit Request		
This form is used to tell Perpetual Corporate Trust Limited how you wish to operate your loan account(s) and how you wish to make repayments via direct debit	This form provides information to operate your accounts. Please complete and electronically sign where indicated.	<input checked="" type="checkbox"/>
Mortgage Side Agreement		
	Please electronically sign where indicated.	<input checked="" type="checkbox"/>
Guarantee by Property Trustee		
The Guarantor guarantees repayment of the loan by the Borrower.	Please electronically sign where indicated.	<input checked="" type="checkbox"/>
Guarantee by Members		
The Guarantor guarantees repayment of the loan by the Borrower.	Please electronically sign where indicated.	<input checked="" type="checkbox"/>
Guarantor's Indemnity Waiver		
	Please electronically sign where indicated.	<input checked="" type="checkbox"/>
Notice of Instruction		
	Please electronically sign where indicated.	<input checked="" type="checkbox"/>
Warranty		
29 McKenzie Avenue, Narangba, Queensland 4504	Please read and answer the questions and sign electronically where indicated.	<input checked="" type="checkbox"/>

SMSF LOAN AGREEMENT

Lender	Perpetual Corporate Trust Limited ACN 000 341 533
Program Manager	Origin Mortgage Management Services, a trading name of Columbus Capital Pty Limited ACN 119 531 252 (Australian Credit Licence 337303)
Mortgage Manager	Granite Home Loans Pty Ltd ACN 622 955 524 (ACL 516104)
Borrower ('you')	JK McKain Super Fund Pty Ltd ACN 607 946 556 both in its own right and in its capacity as trustee for JK McKain SMSF of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212

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

This document does not contain all the precontractual information required by law to be given to you. This document must be read together with the Origin Mortgage Management Program General Terms and Conditions Volume 2 Version 7 dated August 2021 (T&Cs). This document and the T&Cs together comprise your loan agreement. You must comply with all of the terms specified in the T&Cs. If there is any conflict between the T&Cs and this document, the terms of this document prevail. If there is any conflict between any provisions of any security or guarantee and this document and the T&Cs, the terms of this document and the T&Cs prevail.

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

Financial Table

The following information is prepared as at 23 May 2022 (the *disclosure date*). This information may change before or after the *loan date*. The *loan date* is the date we first advance money to you.

How much you are borrowing	\$688,000.00
Made up of:	
• Variable rate account No 1 - 400111848	\$688,000.00
Total amount of credit	\$688,000.00
Annual percentage rate(s)	
Interest rates (including fixed rates) may change prior to the <i>loan date</i> . Interest rates other than fixed rates can vary after the <i>loan date</i> .	
• Variable rate account No 1:	
Your variable interest rate at the <i>disclosure date</i> is:	4.19% per annum
Repayments	
When your repayments are due	
You must make repayments monthly on the same day each month as the <i>loan date</i> . You may make repayments more frequently if you wish – please refer to the T&Cs.	

<p>When your first repayment is due Your first repayment is due one month from the <i>loan date</i>.</p> <p>Number of repayments Assuming you make all repayments monthly on the due date, the number of repayments you must make will be:</p> <p>Amount of each repayment Based on the current interest rates, your monthly repayments will be as described below. If a variable interest rate changes, your repayment amounts may change. Any fees or charges are payable in addition to the repayment amounts set out below. At the end of your loan term, in addition to your regular repayment, you must pay the balance, if any, of the <i>amount you owe us</i>.</p> <ul style="list-style-type: none"> • Variable rate account No 1 Your repayments based on the applicable variable rate at the <i>disclosure date</i> will be: 	<p>360</p> <p>\$3,360.42 comprising principal and interest</p>
Credit fees and charges	
Credit fees and charges payable on or before settlement of your loan	
<p>Unless otherwise stated all fees are non-refundable. These fees may be payable even if the loan does not proceed for any reason.</p>	
Valuation Fee	\$251.35
Documentation preparation costs and registration fees	Not known at the <i>disclosure date</i> – charged at cost
Lender's Annual Facility Fee – payable on the <i>loan date</i> annually in advance.	\$395.00
Settlement Cancellation Fee – payable if settlement is cancelled for any reason when we are first notified of the cancellation. Not payable on settlement postponement.	\$300.00
Total of fees and charges payable on or before the <i>loan date</i> (excluding unascertainable amounts)	\$646.35
Credit fees and charges payable after settlement of your loan	
Lender's Annual Facility Fee – payable annually in advance on each anniversary of the <i>loan date</i> .	\$395.00 per annum
Total fees and charges payable assuming the loan runs for the entire loan term (excluding any unascertainable amounts or amounts which may or may not become payable)	\$13,601.35
Credit fees and charges payable throughout the term of your loan	
<p>The following fees and charges are payable by you if and when the service is provided, the expense is incurred, or the relevant event occurs, unless otherwise specified. We can debit your loan account with effect from the date we incur these fees, and either require you to pay the fee or charge immediately, or collect it with your regular repayments, or require it to be repaid by one or more repayments. Unless otherwise stated, all fees and charges are non-refundable.</p>	

<p>Loan Account Variation Fee – payable each time you request, and we agree, to split, switch, or convert a loan account or sub-account. This fee may be payable in addition to any Fixed Rate Lock Fee.</p>	<p>\$150.00 per account variation</p>
<p>Loan Facility Variation Fee – payable each time you request, and we agree, to materially change the loan facility, for example a security substitution, or similar.</p>	<p>\$300.00 per facility variation plus <i>third party costs</i></p>
<p><i>Third party costs</i> are fees incurred by us in providing the service and include such costs as valuation fees, mortgage insurance premium, lenders risk and processing fee, legal costs, document custodian charges, Mortgage Manager's fees, titles office fees, and electronic processing fees.</p>	<p>Unascertainable</p>
<p>Monthly Arrears Administration Fee – payable on the day after your loan account has been in arrears for 10 days, and on the same day each subsequent month for as long as your loan account remains in arrears for 10 days or more. The fee covers costs associated with managing your loan account through the arrears process.</p>	<p>\$150.00 per month</p>
<p>Fixed Rate Lock Fee – payable before a product switch if you request a product switch and we agree to give you a certain advertised interest rate on a fixed rate loan account or sub-account for up to 30 days from the date of the product switch request.</p>	<p>\$495.00 per rate lock-in</p>
<p>Break costs – payable if:</p> <ul style="list-style-type: none"> • the whole or part of your fixed rate loan is repaid during a fixed rate period; or • the whole or part of your fixed rate loan is varied by agreement during a fixed rate period (for example, to another type of annual percentage rate or for another fixed rate term). 	<p>Unascertainable</p>
<p>Break costs are payable on the date on which either of the above occurs. However, break costs will not be payable if the total amount repaid ahead of the scheduled repayments in any 12 month period does not exceed \$20,000 unless your fixed rate loan is then repaid in full within the same 12 month period. Break costs are payable on fixed rate loans even if repayment is required by us after an <i>event of default</i> occurs. Break costs are further explained in the T&Cs.</p> <p>NOTE: Break costs can be significant. Ask us for an estimate of break costs before you repay a fixed rate loan early.</p>	
<p>Dishonour Fee – payable to cover our administrative costs when there is a dishonoured payment.</p>	<p>\$20.00 per dishonour, plus <i>third party costs</i></p>
<p>Notice of Default Fee – payable each time your loan account is in default and we are required to calculate the total amount owing to correct the default, prepare a default letter, and issue the letter to you.</p>	<p>\$330.00 per default if the there is one borrower, or \$660.00 per default if there are two or more borrowers</p>
<p>Discharge Administration Fee – payable for each discharge we are required to make in relation to your loan.</p>	<p>\$1,500.00 per mortgage discharged plus <i>third party costs</i></p>
<p>Ad Hoc Statement Fee – payable per statement cycle that you request us to generate and reproduce for you. A statement cycle is statements for a six monthly period from January to June or from July to December. For example, if you request two years' worth of statements beginning in April, you will be charged this fee five times.</p>	<p>\$15.00 per statement cycle</p>

<p>Paper Statement Fee – payable each time we issue you with a paper version of your statements (whether upon your specific request for a statement, or the regular statement issuance where you have not elected to receive a statement electronically).</p>	<p>\$2.00</p>
<p>Insurance Renewal Administration Fee – payable in the event that you do not provide evidence of a current building insurance policy and we are required to renew or take out building insurance on your behalf as a result.</p>	<p>\$200.00 per renewal, plus our out-of-pocket expenses, including the insurance premium, which is unascertainable</p>
<p>If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply.</p>	<p>Unascertainable</p>
<p>Enforcement expenses – may be payable if you default under this loan agreement or any <i>security</i>.</p>	<p>Unascertainable</p>
<p>We can change any of the financial information described above without your consent, including the fees and charges and how they are calculated, the amount of repayments, the dates for debiting interest and the dates for making repayments, and interest rates (except during a fixed rate period). We may introduce new fees and charges without your consent. We may decrease your credit limit on a line of credit account. We will inform you of any changes either in writing or by advertisement in a newspaper circulating throughout your jurisdiction. In making any changes, we will act reasonably.</p>	

OTHER INFORMATION

Security	<p>You acknowledge that the following security extends to and secures any money due under this loan agreement.</p> <p>First registered mortgage by JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 over the property located at 29 McKenzie Avenue, Narangba, Queensland 4504</p> <p>Guarantee by JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 limited to the property situated at 29 McKenzie Avenue, Narangba, Queensland 4504.</p> <p>Guarantee by Kathleen May McKain and Joshua Douglas McKain and limited to \$688,000.00 plus interest and costs; and</p> <p>Mortgage Side Agreement.</p>
Loan term	<p>30 years commencing on the <i>loan date</i>.</p>
Loan purpose	<p>You have told us that the loan will be used for the Purchase of an investment property</p>
How your loan will be paid on settlement	<p>The loan will be paid:</p> <p>to the Lender for payment of the Annual Facility Fee: \$395.00</p> <p>to the Mortgage Manager for payment of the Valuation Fee: \$251.35</p> <p>to the Lender’s Solicitors for legal costs and outlays: unascertainable</p> <p>balance: unascertainable at the <i>disclosure date</i>.</p>

<p>Commissions paid or received in relation to your loan</p>	<p>The Lender may pay an introduction fee and a fee for ongoing management to the Mortgage Manager and Program Manager, the amount of which is unascertainable at the <i>disclosure date</i>. The Lender and other persons may pay or receive other commissions, fees or benefits in connection with your loan, the details of which are not known at the <i>disclosure date</i>. The Program Manager may pay the above commissions, fees or benefits instead of the Lender. These commissions, fees or benefits are not additional amounts payable by you. These details are provided for your information only.</p>
<p>Default interest rates</p>	<p>The default rate of interest at any time equals the interest rate applicable to the relevant loan account plus 2% per annum. If the interest rate applicable to the loan account changes, the default rate will also change.</p> <p>The default interest rate(s) as at the <i>disclosure date</i> are:</p> <p>Variable rate account No 1: 6.19% per annum</p>
<p>About interest rates</p>	<p>We obtain funding for our loans from a variety of sources. As a result, interest rates may differ from time to time between our different loans. Accordingly, you may see us advertising a different rate to the rate applicable to your loan.</p>
<p>Change in the value of the mortgaged property</p>	<p>If the value of the <i>mortgaged property</i> at any time falls below the value when the loan is first approved, and that reduction in value is due to any material changes to the <i>mortgaged property</i> undertaken by you (for example, any construction or renovations), you must within 90 days of our request:</p> <ul style="list-style-type: none"> (a) repay a portion of the <i>amount you owe us</i>; (b) provide us with additional security which is acceptable to us; (c) pay for any lenders mortgage insurance which we take out; or (d) perform a combination of any of the above. <p>We can require you to comply with this provision more than once during the term of the loan. We may also refuse to approve any redraw request submitted by you.</p> <p>NOTE: If the <i>mortgaged property</i> reduces in value as a result of any action taken by you, we may require you to repay part of the loan, provide additional security and/or pay for any lenders mortgage insurance which we take out.</p>

Special conditions

This loan agreement is subject to the following special conditions being met on or prior to the *loan date*:

1. Prior to Settlement, the Lender is to be provided a signed Letter from Kathleen McKain confirming Super Contributions can be rolled over into Super Fund.
2. Prior to Settlement, Amended COS to be countersigned where change has been made, specifically the change in purchaser details.
3. Prior to Settlement, TFN in 2021 Tax Returns to be redacted.
4. This loan advance is subject to and conditional upon receiving a fully executed and dated Contract of Sale reflecting the correct purchasing entity and the correct security property address. The Contract of Sale must be satisfactory to the Lender, in its absolute discretion, with regard to the limited recourse borrowing arrangement structure.
5. The Guarantors must seek independent legal advice in relation to the Guarantee and Mortgage. A certificate is to be provided by a solicitor prior to settlement confirming that this advice has been given.
6. This loan advance is conditional on the release of any and all charges over both company and/or personal property as advised by the Lender's solicitor from time to time.
7. The Lender or their solicitor must review and be satisfied, in their absolute discretion, of the SMSF and Custodian/Bare Trust and the limited recourse borrowing arrangement structure.
8. The Lender will not be responsible for any delays in settlement.
9. You must comply with all requests from the Lender or their solicitor. All requirements of the Lender or their solicitor must be supplied to the Lender or their solicitor upon request. The Lender at all times may refuse to settle if their requirements have not been met.

Self-Managed Super Fund Special Conditions

1. These special conditions apply in addition to the loan terms and conditions found in the T&Cs. To the extent there is any inconsistency between these special conditions and the T&Cs, these special conditions will prevail.

The following provisions of the T&C's do not apply to this loan:
Condition 12, 17, 18 and 19.

2. Additional definitions

In these special conditions:

- (a) *Guarantors* means JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2, Kathleen May McKain and Joshua Douglas McKain;
- (b) *Security* means the security set out in the Other Information schedule of this loan agreement;
- (c) *Security Custodian* means JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2;

- (d) *Security Property* means 29 McKenzie Avenue, Narangba, Queensland 4504;
- (e) *Superannuation Fund* means JK McKain SMSF;
- (f) *Superannuation Trustee* means JK McKain Super Fund Pty Ltd ACN 607 946 556.

3. **Background**

You acknowledge that this loan is provided to the Superannuation Fund. You enter into this loan in the capacity as trustee for the Superannuation Fund and confirm that the loan is made in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* which permits a regulated Superannuation Fund to borrow money under a limited recourse borrowing arrangement provided:

- (a) the borrowed funds are used to purchase an asset (in this case, the Security Property);
- (b) the Security Property is held on trust for the Superannuation Trustee as trustee of the Superannuation Fund by another entity (in this case, the Security Custodian);
- (c) taking out the loan to purchase the Security Property conforms with the investment strategy of the Superannuation Fund;
- (d) Superannuation Trustee has the right to acquire legal ownership of the Security Property on behalf of the Superannuation Fund by making one or more loan repayments; and
- (e) our recourse against the Superannuation Trustee and the Superannuation Fund for default on the borrowing are limited to the Security Property.

4. **Security**

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

- (a) a charge of the beneficial interest in the Security Property by Superannuation Trustee on behalf of the Superannuation Fund;
- (b) a mortgage of the legal interest in the Security Property by Security Custodian;
- (c) a guarantee by the members of the Superannuation Fund and the Security Custodian; and
- (d) any other security granted to us to secure repayment of the facility.

5. **Redraw**

Despite any other conditions of this loan agreement, redraw is not available on this facility.

6. **Charge of beneficial interest**

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

Fund was the mortgagor and we were the mortgagee.

7. **Limited recourse**

- (a) Despite any other condition of this loan agreement, this loan agreement relates solely to money payable in respect of the loan made to the Superannuation Trustee under this loan agreement (including interest and all costs and charges associated with that loan), but does not impose on the Superannuation Trustee an obligation to pay any other money. For example, the Superannuation Trustee is not obliged to pay all money which it owes us other than by our recourse against the Security Property.
- (b) Despite any other condition of this loan agreement or any other document, our rights and the Guarantors' rights against the Superannuation Fund on default are limited to recourse against the Security Property and neither we nor the Guarantors have any recourse whatsoever against the Superannuation Trustee or the Superannuation Fund for payment of the Debt other than recourse against the Security Property.
- (c) Subject to sub-clause (d), neither we nor a Guarantor must take any step pursuant to the rights conferred by this loan agreement to:
 - (i) have an administrator appointed to the Superannuation Trustee;
 - (ii) have a receiver, receiver and manager, trustee, other controller (as defined in the *Corporations Act 2001* (Cth)), liquidator, provisional liquidator or similar official appointed to the Superannuation Trustee, other than a receiver of all or part of the Security Property only;
 - (iii) have the Superannuation Trustee wound up, or prove in any winding up of the Superannuation Trustee;
 - (iv) carry out any distress or execution on any property of the Superannuation Fund other than the Security Property;
 - (v) exercise any:
 - right of set-off;
 - right to combine or consolidate accounts; or
 - banker's lien,against the Superannuation Trustee, other than in respect of the Security Property;
 - (vi) make any other claim or institute any proceedings of any kind as against any property or assets of the Superannuation Trustee other than the Security Property.
- (d) The other provisions of this clause do not prohibit or restrict either us or a Guarantor from:
 - (i) obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this loan agreement by the Superannuation Trustee;
 - (ii) obtaining, or taking proceedings to obtain, declaratory or other such relief in relation to any provision of this loan agreement with regards to

- the Superannuation Trustee; or
- (iii) affecting our rights or a Guarantor's rights to:
 - (A) enforce this loan agreement over the Security Property in accordance with the terms of this loan agreement and the registered mortgage over the Security Property;
 - (B) for the sole purpose of enforcing its rights against the Security Property, proceeding against the Security Custodian or the Superannuation Trustee to the extent necessary to enforce its rights against the Security Property or to obtain the benefit of the recourse to the Security Custodian or the Superannuation Trustee allowed by this clause;
 - (C) enforcing any rights it may have under the Security or any other document; or
 - (D) enforcing any rights it may have against the Superannuation Trustee for fraud or misrepresentation.

8. Own enquiries

You acknowledge that we make no warranty or representation in relation to the structure under which the Security Custodian and the Superannuation Fund have acquired the Security Property. The Superannuation Trustee acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against us in relation to any aspect of the structure. For example, the Superannuation Fund has no claim against us if the entry into the structure, this loan agreement, or the transaction reflected by this document causes the Superannuation Fund to cease to comply with any law or regulation or results in adverse taxation consequences for the Superannuation Fund. We can enforce this loan agreement in full despite any such non-compliance.

9. Acknowledgement by Superannuation Trustee

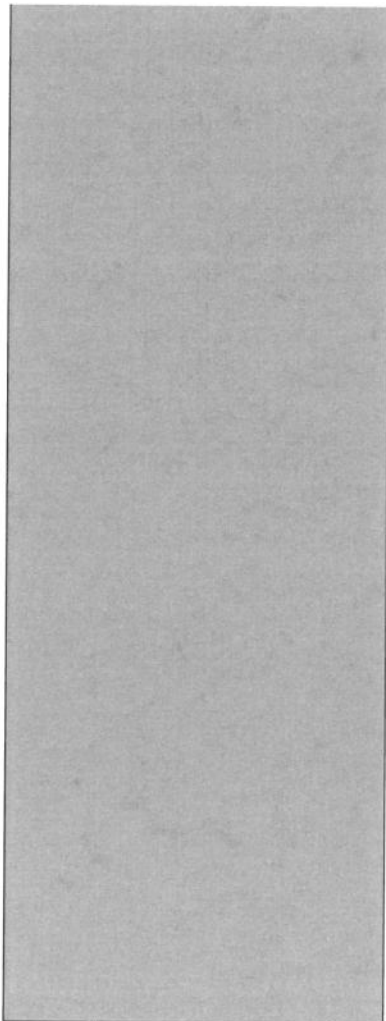
You acknowledge that, despite any review of the Superannuation Fund Trust Deed or the Security Custodian Deed carried out by us or our lawyers in respect of this transaction, we make no representation that the Superannuation Fund Trust Deed or the Superannuation Fund itself complies with the SIS Act.

10. Change in law

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

11. Notification

You will notify us within 7 days of any material and significant change in respect of the Superannuation Fund, including any change to the investment strategy, any issues identified by the Australian Tax Office and compliance of the Superannuation



Fund.

12. **Loan funds only to be advanced if certain conditions met**

We will only advance you the total *amount of credit* if:

- (a) we have received fully signed loan and Securities, in a form satisfactory to us (or the Lender's solicitors);
- (b) we have received a copy of a certificate of currency for the insurance policy relating to the Security Property satisfactory to us:
 - (i) noting the Lender's interest as mortgagee and the interest of the Security Custodian;
 - (ii) noting that the Security Property is insured for an amount of no less than \$430,000.00;
- (c) you have given us in a form satisfactory to us:
 - (i) documents constituting the Superannuation Fund;
 - (ii) documents constituting the Custodian Trust;
 - (iii) a copy of the contract of sale for the Security Property;
 - (iv) a certificate from your financial adviser confirming you have received independent financial advice prior to signing this loan agreement and Securities;
 - (v) a certificate from your lawyer confirming that you have received independent legal advice prior to signing this loan agreement and Securities; and
 - (vi) a statutory declaration from your satisfactory to us stating that entering this loan and the Securities is within your investment strategy and that you have complied with the SIS Act.

Signed on behalf of us by:

Phung Heen

.....

How to proceed

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

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

By signing this document, you (or each of you if there is more than one borrower) make the following declarations.

1. You have carefully read this document and the T&Cs and understand they establish a legal contract between you and us.
2. All information you have given directly or indirectly to us, our agents, or our lawyers is accurate and not misleading. You acknowledge that we are relying on that information to enter this transaction. You acknowledge that you can service the loan without undue hardship.
3. The loan will be used only for the purpose set out above under 'Loan purpose'.
4. You agree to pay the Lender all fees and charges applicable (as set out under 'Credit fees and charges payable on or before settlement of your loan') even if the loan does not proceed to settlement (including because we withdraw from this offer).
5. You acknowledge that each mortgage or guarantee described above will be held by us as *security* for all money due to us under this loan agreement.

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

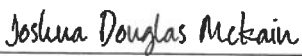
How to accept this offer

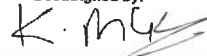
To accept this offer, you must sign and date this document below and return it to our lawyers.

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

IMPORTANT	
BEFORE YOU SIGN	THINGS YOU MUST KNOW
* READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.	* Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".	* You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.
* Fill in or cross out any blank spaces.	* If you take out insurance, the credit provider cannot insist on any particular insurance company.
* Get a copy of this contract document.	* If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
* Do not sign this contract document if there is anything you do not understand.	* If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

EXECUTED by JK MCKAIN SUPER FUND PTY LTD ACN 607 946 556 BOTH IN ITS OWN RIGHT AND IN ITS CAPACITY AS TRUSTEE FOR JK MCKAIN SMSF in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

9646AADF23D6441...
 Signature of director
Joshua Douglas McKain
 Name of director (print)

DocuSigned by:

BAGCA3C39E5B409...
 Signature of director
Kathleen May McKain
 Name of director (print)

IF YOU CHOOSE NOT TO OBTAIN LEGAL ADVICE

IF YOU HAVE ANY DOUBTS OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE

I/WE CERTIFY THAT:

- I/we have read the loan agreement (including the Origin Mortgage Management Program General Terms and Conditions) to which this certificate is attached (the 'Document').
- I/we are the borrower(s) named in the Document.
- I/we have been given the opportunity to obtain legal advice on the nature and effect of the Document but have chosen not to do so.
- I/we understand the nature and effect of the Document.
- I/we understand the obligations and risks involved in signing the Document.
- I/we sign the Document freely, voluntarily and without pressure from any person.

OR

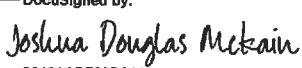

IF YOU CHOOSE TO OBTAIN LEGAL ADVICE

I/WE CERTIFY THAT:

- I/we have obtained legal advice on the nature and effect of the document(s) from the solicitor named below.
- I/we understand the nature and effect of the loan agreement (including the Origin Mortgage Management Program General Terms and Conditions) to which this certificate is attached (the 'Document').
- I/we understand the obligations and risks involved in signing the Document.
- I/we sign the Document freely, voluntarily and without pressure from any person.

NAME OF SOLICITOR _____

SIGNED:

DocuSigned by:

 8646AADF23D6441...
 DocuSigned by:

 BA9CA3C39E5B409...

I choose not to obtain legal advice 25-May-2022

I choose not to obtain legal advice 25-May-2022

Authority, Direction & Undertaking

To: PERPETUAL CORPORATE TRUST LIMITED **And:** Gadens Lawyers

And: GRANITE HOME LOANS

Loan: \$688,000.00

Re: Granite Home Loans and JK McKain Super Fund Pty Ltd ACN 607 946 556 both in its own right and in its capacity as trustee for JK McKain SMSF

Lender: Perpetual Corporate Trust Limited

Guarantors: JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2, Kathleen May McKain and Joshua Douglas McKain

Security: 29 McKenzie Avenue, Narangba, Queensland 4504

Loan Number: 400111848

You are authorised and directed as follows:

Authorities

1. **(To pay and deduct):** To pay the Loan to Gadens Lawyers or as they direct, and thereafter as we, our solicitors or agents direct Gadens Lawyers. Where there are two or more of us, **any one of us** may give a written or verbal direction as to how loan proceeds are to be paid.

Gadens Lawyers are directed to pay:

- **(Loan Draw)** the amounts set out under Authorised Payments below from the Loan with the remaining loan amount to be paid in accordance with the loan purpose as directed by us or our solicitors; and
- **(Surplus Settlement Monies)** any surplus (settlement) monies remaining after all expenses are paid as set out in the form attached to this Authority or as agreed with the Lender.

Gadens Lawyers are authorised to deduct from money held in trust on our behalf the amount of their professional fees, all proper outlays, fees, and charges (including taxes) in connection with the Loan, settlement or a payment to be made (including bank and agent's fee) and all other money necessary to complete the transaction.

2. **(To complete, date, or alter):** To complete in all respects all documents executed by us in relation to the transaction and to sign any document which relates to this transaction correct for the purpose of registration for and on behalf of any one or more of the parties to the document. To complete or correct the details of all title descriptions and any misspelling of any of our names on, and make any other amendment to, each document lodged with a land registry office we or our solicitor advise Gadens Lawyers and to sign on our behalf any relevant forms relating to the changes. If applicable, to alter or complete any stamp duty exemption forms relying on the information received from us, our solicitor or the outgoing mortgagee at settlement.

In the case of an unregistered plan, we authorise Gadens Lawyers to replace the front page of the Mortgage once the new Title Reference, Lot and Plan information has been issued.

3. **(To contact the Local Authority):** To contact the Local Authority on your behalf to ascertain the current status of the rate and water accounts applicable to the property.

Undertakings

We undertake:

1. **(To pay additional costs):** pay any additional costs and outlays associated with the preparation, stamping or registration of the documents or the settlement of the transaction;

2. **(To Answer Requisitions):** promptly attend to any requisition that may be made by any government agency or authority in relation to the transaction documents or any documents required to facilitate registration of a document relating to the transaction.
3. **(To provide information):** notify you of any changes to information we have provided you if those changes occur before settlement. This undertaking does not affect any of our obligations under any other document we have given you

Indemnity

If you pay the Loan as directed above in good faith, we agree you are not responsible for any delay in the payment being received by the relevant party or if the payee does not or improperly or fraudulently receives the payment or deals with the payment, we will not make any claim against you relating to the disbursement of the Loan and indemnify you against any claim, demand or action relating to the disbursement.

Acknowledgements

We acknowledge as follows:

1. **(You express no opinion)** You do not express an opinion as to the viability of any investment we may make using Loan proceeds. You do not accept any liability in respect of any loss or damage we may sustain as a consequence of any change in our circumstances or the failure of any investment to perform as expected. We cannot rely on the Lender's valuation and have had the opportunity to obtain an independent valuation.
2. **(Receipt of document)** We have received and read a copy of Registered Document No. 720348916 before signing the Mortgage.
3. **(Your recommendation we get advice)** You do not give us legal advice on the Loan or documents relating to it and if you have it is merely an expression of your view. We have to form our own view on any legal issue and seek out independent advice. Even if it is not a condition of approval that we seek independent professional advice on our investment, the Loan and the security required, from an independent qualified practising accountant or solicitor, the Lender strongly recommends that we do so.

Authorised Payments

- \$3,908.62 plus any additional costs properly incurred in the transaction to Gadens Lawyers, on account of disbursements.
- \$251.35 to Granite Home Loans for balance of Valuation fee
- \$395.00 to Perpetual Corporate Trust Limited for Annual facility fee

Direction to Pay – Surplus Settlement Monies

I/We direct Gadens Lawyers to pay any surplus (settlement) monies of this advance as set out below or in an e-mail from the mortgage manager or our broker.

PLEASE NOTE:

- Bank or trust cheques deposited to your nominated account will take 1-3 days (subject to banking processes) before cleared funds are available.
- Telegraphically transferred or Electronically transferred (EFT) funds will be sent the first business day following settlement and are cleared once received into your nominated account.

IRRESPECTIVE OF WHICH PAYMENT OPTION YOU SELECT BELOW, IF WE SETTLE YOUR LOAN ELECTRONICALLY THROUGH PEXA, WE WILL TRANSFER YOUR FUNDS TO YOUR NOMINATED ACCOUNT AS SAME DAY CLEAR FUNDS FOR NO ADDITIONAL COST

<input type="checkbox"/>	Please electronically transfer the surplus loan proceeds into the following bank account. Please transfer funds via
<input type="checkbox"/>	EFT (\$0.00 including GST)
<input type="checkbox"/>	Telegraphic transfer fee (\$30.00 including GST)
Note:	EFT transfers may take 3-5 business days to be available in your account. TT transfers are sent as cleared funds. However, it may take your financial institution up to 24 hours to make available in your account
Account Name	_____
Bank Name	_____
BSB	_____ Account Number _____
If the account you nominate here is not your account and the Lender's instructions to us do not allow us to deposit that money to your nominated account, we may at our discretion deposit the surplus loan proceeds to the applicable loan account.	

<input checked="" type="checkbox"/>	Please pay ELECTRONIC FUNDS TRANSFER into our Loan Account No. 400111848
-------------------------------------	--

Should you have any questions or queries regarding this form please call Edward Hoare on +61 7 3114 0708

DocuSigned by:
Joshua Douglas McKain
0616AADF32D6441

Joshua Douglas McKain

25-May-2022

Date

DocuSigned by:
K. May
01608063E08102...

Kathleen May McKain

25-May-2022

Date

Direct Debit Request



Mortgage Management Services

Direct Debit ID No. 460095

Loan Account No. **400111848**

I/We

Surname **McKain**

Given Name(s) **Joshua**

Surname **McKain**

Given Name(s) **Kathleen**

authorise and request you to debit my/our account described below with any amounts which may be due by me/us in connection with my/our mortgage loan and which may be debited or charged through the Bulk Electronic Clearing System (BECS) to my/our account conducted with:

(Name of Lender)

Nominated Account to be Debited – Details of Debit from this account

Offset Account Direct Debit Account (tick one)

Name of Financial Institution

Branch

Name of Account Holders (or Account Title)

BSB No.

ACCOUNT No.

--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

Payment Frequency

Weekly Fortnightly Monthly (tick one)

Customer Authorisation

(NB: Direct debiting is not available on the full range of accounts. If in doubt please refer to your Financial Institution)

I/we acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement attached.

Customer Signature

Joshua Douglas McKain

9646AADF23D6441...

Customer Signature

K. McKain

BA9CA3C39E5B409...

Home Contact No. **0419866080**

Home Contact No.

Work Contact No.

Work Contact No.

Date **25-May-2022 /**

Date **25-May-2022 /**



Mortgage Management Services

Client Service Agreement

This document provides information to you regarding the direct debiting of your account. By signing the Direct Debit Request (DDR) you acknowledge you have read and understood these terms.

How the DDR will be used

- The DDR will be used to debit amounts due by you under your loan agreement with the lender.
- Where a payment due date falls on a non-business day, the amount will be debited on the next business day. If you are uncertain as to when the debit will be processed to your account you should contact the financial institution at which you maintain this account.
- The purpose for which the DDR is used will not be changed without giving you at least 14 days notice and without your prior approval.
- All information relating to your nominated account will be kept private.
- We will advise you, in writing, the details of the DDR agreement (amount, frequency, commencement date) at least 5 calendar days prior to the first direct debit.
- We reserve the right to cancel the DDR if three or more direct debits are returned unpaid by your nominated Financial Institution. If this occurs an alternative payment method must be arranged.

Your rights

- You may not terminate the DDR without the mortgage manager's consent. You may terminate the DDR at any time by giving written notice directly to us, or through your Financial Institution. Notice sent to us should be received at least 14 business days prior to the date of termination.
- You may stop any individual debit by giving written notice to the mortgage manager. This notice must be received by the mortgage manager at least 5 business days prior to the payment due date.
- You may request deferment or alteration to payments under the DDR by contacting the Mortgage Manager. Any request must be given at least 5 business days prior to the payment due date.
- If you consider that a debit has been incorrectly made, you should contact the mortgage manager or lodge a direct debit claim through your Financial Institution. The mortgage manager will determine whether the debit was correct, and if not, arrange for an adjustment. If the mortgage manager determines that the debit was correct, you will be told why.

Your commitment to us

- You must ensure there are sufficient clear funds available in the nominated account to meet each debit on its due date. It is your responsibility to advise us if the account nominated by you to receive the DDR is transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the DDR.
- You must ensure that the account you propose to debit allows direct debits. You should check this directly with the financial institution at which you maintain the account.
- You will not close or alter the account without the mortgage manager's prior written consent and unless approved alternate payment arrangements have been made.
- If a payment is dishonoured, you may be charged fees by your financial institution, you may incur fees under your credit contract, and you may be in default under your credit contract.

Warranty - Purchase

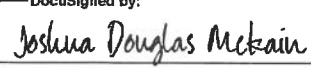
We, Joshua Douglas McKain, Director and Kathleen May McKain, Director of JK McKain Property Fund Pty Ltd ACN 607 946 547 of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212 do hereby warrant as follows:

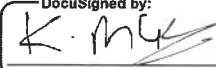
1. The Company is upon completion of The Company's purchase entitled to be registered as proprietor of the property known as:

29 McKenzie Avenue, Narangba, Queensland 4504
Title Reference 50358515

("the property") free from encumbrances and caveats, which will be the security for the loan advance from Perpetual Corporate Trust Limited.
2. All rates, taxes and levies due and payable on the property will be paid by settlement.
3. Within the last 6 weeks all enquiries necessary have been made of all applicable government and other authority(ies) that disclose that the property is not adversely affected by any plans, proposals or notices or any matter.
4. The Company has not been declared insolvent, nor has the Company assigned any assets for the benefit of the Company's creditors.
5. The Company is not aware of any latent defect affecting the property.
6. I have not created any unregistered or equitable interest in the property by deed, license, lease or in any other manner, written or otherwise.
7. The Company is not aware of any unregistered or equitable interest in the property by deed, license, lease or in any other manner, written or otherwise.
 - rights of way, easements, covenants or other rights affecting the property which are not disclosed on the title;
 - breach of covenant affecting the property or any encroachment by or upon the property; or
 - any existing or threatened dispute, claims or proceedings in respect of the property.
8. I acknowledge that I have received a copy of the Mortgage and Memorandum No. 720348916 to keep.
9. The Company warrants the truth of the above information which Perpetual Corporate Trust Limited will rely upon in agreeing to make a loan available to us on the security of the property.

EXECUTED by **JK MCKAIN PROPERTY FUND PTY LTD** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

9646AADF23D6441
Signature of director
Joshua Douglas McKain
Name of director (print)

DocuSigned by:

BA9CA3C39E5B409
Signature of director
Kathleen May McKain
Name of director (print)

Section 2: Documents to be printed and signed in ink

Documents to be printed

Your printed loan document checklist

1. Mortgage
2. Certificates of Independent Legal Advice

Please follow these instructions when printing

It is important that the documents are not shrunk when printed. Mortgages have strict size restrictions and/or minimum font sizes and will need to be signed again if the document is shrunk when printing. This may delay settlement. Please carefully follow these instructions.

All documents that must be printed will be displayed following this section.

Each printable document will be individually displayed with the file description including (*must be printed, signed & returned*) you must click on each individual document to print it.

Step 1

Click **view** for each document

National Mortgage Form - NSW (MUST BE PRINTED, SIGNED & RETURNED)
This supplement must be viewed. **VIEW**



Step 2

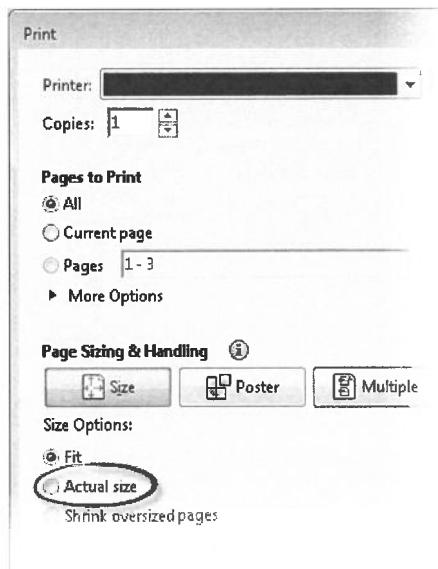
Click the **printer** icon for each document

Lodger Details		For Office Use Only
Lodger Code		THE BACK OF THIS FORM MUST NOT BE USED
Name	Dentons Australia	
Address	77 Castlereagh Street Sydney NSW 2000	
Lodger Box	131317K	
Phone	+61 2 9035 7106	
Reference	New Lending/37420624	

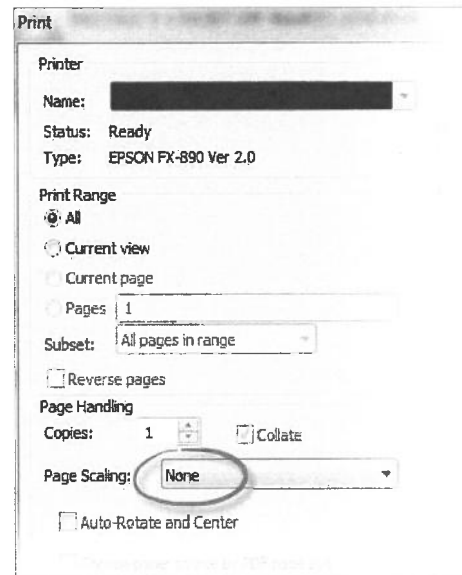
MORTGAGE

When printing your documents you must ensure that the "Size Option" is set to "Actual size" (recent Acrobat Reader versions) or the "Print Scaling" option is set to "none" (older versions). See below for the settings.

Adobe Acrobat Reader X, XI and DG



Adobe Acrobat Reader 9 and earlier



The documents must be printed **single sided on white A4 80gsm paper** (normal photocopying paper)

All signatures must be in **black or blue ink**.

Section 4: Your lawyer/conveyancer's contact information

Name

BY THE RULES

Email

rachel.bliss@bytherules.com.au

Phone

0491284310

Guarantee by Property Trustee

Schedule

Lender	Perpetual Corporate Trust Limited ACN 000 341 533 of Level 12, 123 Pitt Street, Sydney, New South Wales 2000
Guarantor (you, your)	JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212
Borrower	JK McKain Super Fund Pty Ltd ACN 607 946 556 both in its own right and in its capacity as trustee for JK McKain SMSF of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212
<i>Note: If the Borrower is under 18 years of age, you may not be able to recover from the Borrower amounts you pay to the Lender under this guarantee. [Section 60(3) of the National Credit Code]</i>	
Security Property	
You acknowledge that this guarantee extends to and secures any money due under the loan documents	<ol style="list-style-type: none">1. First registered mortgage by JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 over the property located at 29 McKenzie Avenue, Narangba, Queensland 4504 (Security Property)
Your maximum liability	The maximum amount we can recover from you under this guarantee is the amount the Lender obtains from enforcing our rights in connection with the Security Property.
Loan Documents	<ol style="list-style-type: none">1. Loan agreement between the Borrower and the Lender made on or about the date of this guarantee and any variations consented to by you;2. This guarantee granted by you limited to the Security Property;3. Guarantee granted by Kathleen May McKain and Joshua Douglas McKain limited to \$688,000.00 plus interest, costs, charges and any other amount that can be debited pursuant to the loan documents;4. First ranking registered mortgage granted by JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 over the property situated at 29 McKenzie Avenue, Narangba, Queensland 4504;5. Mortgage Side Agreement;6. Guarantor's Indemnity Waiver.

Guarantee

Background

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

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

1. Guarantee and indemnity	2. Continuing guarantee
1.1 Guarantee <p>In consideration of the Lender providing financial accommodation to the Borrower at your request, you unconditionally guarantee the punctual payment to the Lender of the Debt on the due date. The 'Debt' is all money owing at any time by the Borrower to the Lender in relation to the loan documents specified in the Schedule.</p> <p>(A guarantee is an obligation to pay money owing by another person).</p>	2.1 This guarantee continues until you are released <p>You remain bound by this guarantee until you are released by the Lender. The Lender may release, or come to a separate arrangement with, any one or more of you without affecting the liability of the remaining guarantors.</p>
1.2 Indemnity <p>You also indemnify the Lender against all loss, damage, and reasonable costs and expenses incurred by the Lender as a result of any failure by anybody to pay the Debt on the due date, except where such loss, damage, cost or expense arises from fraud, negligence or wilful misconduct by the Lender, its employees, its agents or a receiver it appoints.</p> <p>(An indemnity is an obligation to pay that money even if the other person is not obliged to pay for any reason).</p>	2.2 This guarantee continues despite what happens to the Borrower <p>Your obligations under this guarantee continue and remain unaffected despite anything that happens to the Borrower and despite the Lender allowing the Borrower any time to rectify any default. For example, your obligations continue even if the Borrower dies or is made bankrupt, or if the Borrower is a partnership and the partnership ends or the members change, or if the Borrower is a company and it is dissolved or wound up.</p>
1.3 You must pay on demand <p>If the Borrower does not pay the Debt to the Lender on the due date, you must pay the Debt to the Lender immediately on demand by the Lender. The Lender may enforce this guarantee, any security, and any other rights, separately or together.</p> <p>The maximum amount of money you can be liable for under this guarantee is specified in the Schedule.</p>	2.3 This guarantee continues despite what happens to the terms of the loan documents <p>This guarantee continues despite any change to the terms of the loan documents, including the interest rate, kind of interest rate (eg fixed or variable), fees and charges, new fees and charges, and any repayment or re-advancing of the Debt. Unless you agree to extend this guarantee, this guarantee does not cover increases in the total amount the Borrower may borrow under the loan documents.</p>
	2.4 The Lender's rights continue unaffected <p>The Lender does not lose the power to exercise any of its rights under this guarantee because of delay, any written or verbal statement, anything the Lender does, or anything else, other than an express written</p>

statement by the Lender that the Lender waives that right.

3. You acknowledge certain things

3.1 You have not relied on the Lender

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

4. Security by you

4.1 Any security given by you supports your guarantee

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

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

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

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

If the Lender reasonably considers that the Borrower is insolvent at the time the Borrower intends to repay the Debt, or if for any other reason the Lender reasonably considers that the whole or any part of the repayment of the Debt may be set aside, this guarantee continues and the Lender may retain any security provided by you until seven months after repayment of the Debt (unless some other arrangement is made to repay the Debt so that the Lender is protected from the Debt being set aside).

5. Additional provisions

In this clause 5, the following definitions apply:

- (a) **Property Trustee** means JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for Property Trust.

- (b) **Property Trust** means JK McKain Bare Trust 2;

- (c) **Superannuation Fund** means the JK McKain SMSF;

- (d) **Security Property** means 29 McKenzie Avenue, Narangba, Queensland 4504.

5.2 No indemnity

Despite any other provision of this guarantee or any right conferred or implied by law, your rights against the Borrower in respect of any payment, cost, expense or anything else arising from or in relation to this guarantee are limited to the Security Property. For example, if you pay any money to the Lender in response to a demand for payment by the Lender, you will only be entitled to recourse against the Security Property and will not be entitled to claim that amount back from any other asset of the Borrower.

5.3 Own enquiries

The Lender makes no warranty or representation in relation to the structure under which the Property Trustee and Superannuation Fund has acquired the Security Property and borrowed money from the Lender. You acknowledge that you have made your own enquiries in relation to the structure and that you have no claim whatsoever against the Lender in relation to any aspect of the structure. For example, you have no claim against the Lender if the entry of the structure, this guarantee or the transaction reflected by this guarantee makes the Superannuation Fund non-complying with any law or regulation. The Lender can enforce this guarantee in full despite any such non-compliance.

5.4 Your capacity

You enter into this guarantee only in your capacity as trustee for the Property Trust and in no other capacity. Your liability and obligations arising under or in connection with this guarantee are limited to, and can be enforced against you, only to the extent to which it can be satisfied out of the assets of the Property Trust.

5.5 Lender's rights on default

Despite any provision of this guarantee, the Lender's rights on default against you are limited to recourse against the Security Property and, in the absence of fraud or misrepresentation, the Lender will not take any

action against you except to enforce its recourse to the Security Property.

5.6 Lender's actions

Subject to clause 5.6(e), the Lender must not take any step pursuant to the rights conferred by this guarantee to:

- (a) have an administrator appointed to you;
- (b) have a receiver, receiver and manager, trustee, other controller (as defined in the *Corporations Act 2001* (Cth)), liquidator, provisional liquidator or similar official appointed to you other than a receiver of all or part of the Security Property only;
- (c) have you wound up, or prove in any winding up of you;
- (d) carry out any distress or execution on any property you own other than the Security Property;
- (e) exercise any:
 - (i) right of set-off;
 - (ii) right to combine or consolidate accounts; or
 - (iii) banker's lien,
 against you other than in respect of the Security Property;
- (f) make any other claim or institute any proceedings of any kind as against any property or your assets other than the Security Property.

5.7 Other provisions

The other provisions of this clause do not:

- (a) prohibit or restrict the Lender from obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this guarantee by you;
- (b) prohibit or restrict the Lender from obtaining, or taking proceedings to obtain, declaratory or other such relief in relation to any provision of this guarantee with regards to you; or
- (c) affect the Lender's rights to:

- (i) enforce the mortgage in accordance with the terms of the mortgage;

for the sole purpose of enforcing its rights against the Security Property, proceed against you to the extent necessary to enforce the Lender's rights against the Security Property or to obtain the benefit of the recourse to you allowed by this clause;
- (ii) enforce any rights the Lender may have under any other document; or
- (iii) enforce any rights the Lender may have against you or the Borrower for fraud or misrepresentation.

6. General provisions

6.1 Interpretation

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

6.2 Costs and expenses

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

6.3 How notices may be given

The Lender may give a notice to you by personal delivery or prepaid ordinary post sent to your address shown in this guarantee, sent

to your registered office (if you are a company), sent to your last address known to the Lender, or by being sent to you by electronic transmission. The notice may be signed by any employee, solicitor or agent on behalf of the Lender.

6.4 Payments

All money payable by you under this guarantee must be paid free of all deductions in the same manner and the same currency as the Borrower is obliged to pay the Debt. Payments will be credited to you only when actually received by the Lender. The Lender may apply any money it receives in reduction of the Debt in the order the Lender decides.

6.5 How the Lender can deal with this guarantee

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

6.6 Limitation of liability

If the Lender enters this guarantee solely in its capacity as a trustee of a trust, the liability of the Lender is limited to the assets of that trust.

6.7 Debit and set-off

If any money due by you to the Lender is not paid when due, the Lender may debit any account you have with the Lender (such as a cheque account) with any money due by you under this guarantee. The Lender may combine two or more accounts conducted by you into a single account.

Except to the extent you have a right to set-off granted by law which the Lender cannot exclude by agreement, you must pay all amounts in full without setting off amounts you believe the Lender owes you and without counterclaiming amounts from the Lender.

6.8 Waiver

No failure to exercise, and no delay in exercising, the Lender's rights, powers or privileges operates as a waiver. No waiver of

the Lender's rights, powers or privileges is effective unless made in writing. The Lender may exercise all of its rights at any time and more than once.

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

6.9 Interest on judgment

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

6.10 Provisions in this guarantee

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

6.11 Consumer legislation

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

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

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

6.12 Financial statements

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

require this information to be certified or audited.

6.13 Deductions

If you are compelled or required to deduct or withhold any amounts from any payment to the Lender (such as withholding taxes), you must pay to the Lender additional amounts so that the Lender receives full payment as if there was no deduction or withholding.

6.14 Change of address

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

6.15 Subrogation

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

7. If you are a trustee

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


25-May-2022

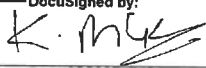
DATED:

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

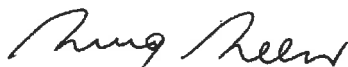
IMPORTANT	
BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none"> * READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT. * You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES". * You should obtain independent legal advice. * You should also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

EXECUTED by JK MCKAIN PROPERTY FUND PTY LTD ACN 607 946 547 AS TRUSTEE FOR JK MCKAIN BARE TRUST 2 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

9646AADF23D6441...
 Signature of director
Joshua Douglas McKain
 Name of director (print)

DocuSigned by:

BA9CA3C39E5B409...
 Signature of director
Kathleen May McKain
 Name of director (print)

Executed for and on behalf of the Lender by:



.....
Craig Douglas Green
Partner - Gadens Lawyers

Guarantee

Important Notice

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

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

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

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

Schedule

Lender	Perpetual Corporate Trust Limited ACN 000 341 533 of Level 12, 123 Pitt Street, Sydney, New South Wales 2000
Guarantor (you, your)	Kathleen May McKain and Joshua Douglas McKain both of 24 Manordowns Drive, D'Aguilar, Queensland 4514
Borrower <i>Note: If the Borrower is under 18 years of age, you may not be able to recover from the Borrower amounts you pay to the Lender under this guarantee. [Section 60(3) of the National Credit Code]</i>	JK McKain Super Fund Pty Ltd ACN 607 946 556 both in its own right and in its capacity as trustee for JK McKain SMSF of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212
Security provided by you You acknowledge that this guarantee extends to and secures any money due under the Loan Documents	Nil
Your maximum liability	\$688,000.00 plus interest, costs, charges and any other amount that can be debited pursuant to the Loan Documents, including the reasonable costs of the Lender reasonably exercising its rights under this guarantee, plus any other amount you agree is covered by this guarantee.
Loan Documents	<ol style="list-style-type: none">1. Loan agreement between the Borrower and the Lender dated on or about the date of this guarantee and any variations consented to by you;2. This guarantee granted by you;3. Guarantee granted by JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 limited to the Security Property;4. First ranking registered mortgage granted by JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 over the property situated at 29 McKenzie Avenue, Narangba, Queensland 4504;5. Mortgage Side Agreement; and6. Guarantor's Indemnity Waiver.

Guarantee

Background

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

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

1. Guarantee and indemnity

1.1 Guarantee

In consideration of the Lender providing financial accommodation to the Borrower at your request, you unconditionally **guarantee** the punctual payment to the Lender of the Debt on the due date. The 'Debt' is all money owing at any time by the Borrower to the Lender in relation to the loan documents specified in the Schedule.

(A guarantee is an obligation to pay money owing by another person).

1.2 Indemnity

You also **indemnify** the Lender against all loss, damage, and reasonable costs and expenses incurred by the Lender as a result of any failure by anybody to pay the Debt on the due date, except where such loss, damage, cost or expense arises from fraud, negligence or wilful misconduct by the Lender, its employees, its agents or a receiver it appoints.

(An indemnity is an obligation to pay that money even if the other person is not obliged to pay for any reason).

1.3 You must pay on demand

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

2. The maximum amount of money you can be liable for under this guarantee is specified in the Schedule. Continuing guarantee

2.1 This guarantee continues until you are released

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

2.2 This guarantee continues despite what happens to the Borrower

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

2.3 This guarantee continues despite what happens to the terms of the loan documents

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

2.4 The Lender's rights continue unaffected

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

statement by the Lender that the Lender waives that right.

3. You acknowledge certain things

3.1 You have not relied on the Lender

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

4. Security by you

4.1 Any security given by you supports your guarantee

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

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

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

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

If the Lender reasonably considers that the Borrower is insolvent at the time the Borrower intends to repay the Debt, or if for any other reason the Lender reasonably considers that the whole or any part of the repayment of the Debt may be set aside, this guarantee continues and the Lender may retain any security provided by you until seven months after repayment of the Debt (unless some other arrangement is made to repay the Debt so that the Lender is protected from the Debt being set aside).

5. General provisions

5.1 Interpretation

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

5.2 Costs and expenses

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

5.3 How notices may be given

The Lender may give a notice to you by personal delivery or prepaid ordinary post sent to your address shown in this guarantee, sent to your registered office (if you are a company), sent to your last address known to the Lender, or by being sent to you by electronic transmission. The notice may be signed by any employee, solicitor or agent on behalf of the Lender.

5.4 Payments

All money payable by you under this guarantee must be paid free of all deductions in the same manner and the same currency as the Borrower is obliged to pay the Debt. Payments will be credited to you only when actually received by the Lender. The Lender may apply any money it receives in reduction of the Debt in the order the Lender decides.

5.5 How the Lender can deal with this guarantee

The Lender may assign, novate or otherwise deal with its rights and obligations under this

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

5.6 Limitation of liability

If the Lender enters this guarantee solely in its capacity as a trustee of a trust, the liability of the Lender is limited to the assets of that trust.

5.7 Debit and set-off

If any money due by you to the Lender is not paid when due, the Lender may debit any account you have with the Lender (such as a cheque account) with any money due by you under this guarantee. The Lender may combine two or more accounts conducted by you into a single account.

Except to the extent you have a right to set-off granted by law which the Lender cannot exclude by agreement, you must pay all amounts in full without setting off amounts you believe the Lender owes you and without counterclaiming amounts from the Lender.

5.8 Waiver

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

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

5.9 Interest on judgment

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

5.10 Provisions in this guarantee

If any of the provisions of this guarantee are illegal or become illegal at any time, the

affected provisions will cease to have effect, but the balance of this guarantee will remain in full force and effect.

5.11 Consumer legislation

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

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

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

5.12 Financial statements

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

5.13 Deductions

If you are compelled or required to deduct or withhold any amounts from any payment to the Lender (such as withholding taxes), you must pay to the Lender additional amounts so that the Lender receives full payment as if there was no deduction or withholding.

5.14 Change of address

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

5.15 Subrogation

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

6. If you are a trustee

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

7. Additional provisions

In this clause 7, the following definitions apply:

- (a) **Property Trustee** means JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for the JK McKain Bare Trust 2;

- (b) **Superannuation Fund** means JK McKain SMSF; and

- (c) **Security Property** means 29 McKenzie Avenue, Narangba, Queensland 4504.

7.2 No indemnity

Despite any other provision of this guarantee or any right conferred or implied by law, your rights against the Borrower in respect of any payment, cost, expense or anything else arising from or in relation to this guarantee are limited to the Security Property. For example, if you pay any money to the Lender in response to a demand for payment by the Lender, you will only be entitled to recourse against the Security Property and will not be entitled to claim that amount back from any other asset of the Borrower.

7.3 Own enquires

The Lender makes no warranty or representation in relation to the structure under which the Property Trustee and the Superannuation Fund have acquired the Security Property. You acknowledge that you have made your own enquiries in relation to the structure and that you have no claim whatsoever against the Lender in relation to any aspect of the structure. For example, you have no claim against the Lender if the entry of the structure, this guarantee or the transaction reflected by this guarantee makes the Superannuation Fund non-complying with any law. The Lender can enforce this guarantee in full despite any such non-compliance.

7.4 Recourse against you

For the purpose of determining the amount payable by you under this guarantee, any limit on the Borrower's liability will be disregarded.

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

IMPORTANT

BEFORE YOU SIGN

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

THINGS YOU MUST KNOW

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

EXECUTED by Kathleen May McKain

Date 25-May-2022


EXECUTED by Joshua Douglas McKain

Date 25-May-2022

DocuSigned by:

BA9CA3C39E5B409...

Kathleen May McKain

DocuSigned by:

9646AADE23D6441...

Joshua Douglas McKain

Executed for and on behalf of the Lender by:



.....
Craig Douglas Green
Partner - Gadens Lawyers

Guarantor's Indemnity Waiver

**Perpetual Corporate Trust Limited ACN 000 341
533**

**JK McKain Super Fund Pty Ltd ACN 607 946 556
both in its own right and in its capacity as
trustee for JK McKain SMSF**

**JK McKain Property Fund Pty Ltd ACN 607 946
547 as trustee for JK McKain Bare Trust 2**

**Kathleen May McKain and Joshua Douglas
McKain**

gadens

ONE ONE ONE
111 Eagle Street
Brisbane QLD 4000
Australia

T +61 7 3231 1666
F +61 7 3229 5850

Ref EYH \ 202211676

Guarantor's Indemnity Waiver

Dated

Parties

1. **Perpetual Corporate Trust Limited ACN 000 341 533** of Level 12, 123 Pitt Street, Sydney, New South Wales 2000 (**Lender**).
2. **JK McKain Super Fund Pty Ltd ACN 607 946 556 both in its own right and in its capacity as trustee for JK McKain SMSF** of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212 (**Borrower**).
3. **JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2** of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212 (**Security Trustee**).
4. **Kathleen May McKain and Joshua Douglas McKain** both of 24 Manordowns Drive, D'Aguilar, Queensland 4514 and the Security Trustee (**Guarantor**).

Background

- A. The Lender has made or will make a loan to the Borrower (**Loan**).
- B. The security for repayment of the Loan includes a mortgage (**Mortgage**) granted by the Security Trustee over the property located at 29 McKenzie Avenue, Narangba, Queensland 4504, contained in Certificate of Title Reference 50358515 (**Purchased Property**).
- C. The Guarantor has guaranteed and indemnified or intends to guarantee and indemnify the Lender in respect of the Loan.
- D. The Guarantor has agreed to limit its right to indemnity against the Borrower to the Purchased Property.

Operative provisions

1. Consideration

In consideration of the Lender providing the Loan to the Borrower to assist the Borrower to complete the purchase of the Purchased Property, you agree to provide this Guarantor's Indemnity Waiver.

2. Limited Recourse

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

3. Contribution by Guarantor

Despite any other provision of any document or any right conferred by law or statute, if under the guarantee and indemnity given by the Guarantor, the Guarantor makes any payment (in cash or in kind – for example as a result of any security provided by the Guarantor being sold by the mortgagee), the Security Trustee will not transfer the Purchased Property to the Borrower unless

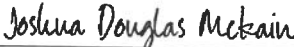
and until the Guarantor has been repaid the amount of that payment. (This clause is inserted to ensure that by making any payment under a guarantee, the Guarantor is not deemed to have made a contribution to the superannuation fund).

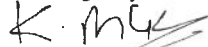
4. Interpretation

In this document unless the context otherwise requires:

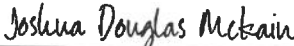
- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and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

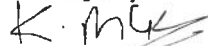
EXECUTED by JK MCKAIN SUPER FUND PTY LTD ACN 607 946 556 BOTH IN ITS OWN RIGHT AND IN ITS CAPACITY AS TRUSTEE FOR JK MCKAIN SMSF in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

 9646AADF23D6441...
 Signature of director
Joshua Douglas McKain
 Name of director (print)

DocuSigned by:

 BA9CA3C39E5B409...
 Signature of director
Kathleen May McKain
 Name of director/secretary (print)



EXECUTED by JK MCKAIN PROPERTY FUND PTY LTD ACN 607 946 547 AS TRUSTEE FOR JK MCKAIN BARE TRUST 2 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

 9646AADF23D6441...
 Signature of director
Joshua Douglas McKain
 Name of director (print)

DocuSigned by:

 BA9CA3C39E5B409...
 Signature of director
Kathleen May McKain
 Name of director/secretary (print)

EXECUTED by Kathleen May McKain

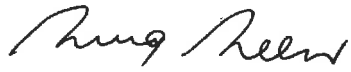
Date 25-May-2022

DocuSigned by:

 BA9CA3C39E5B409...
Kathleen May McKain
 DocuSigned by:

 9646AADF23D6441...
Joshua Douglas McKain

EXECUTED by Joshua Douglas McKain

Date 25-May-2022

Executed for and on behalf of the Lender by:



.....
Craig Douglas Green
Partner - Gadens Lawyers

Mortgage Side Agreement

Perpetual Corporate Trust Limited ACN 000 341 533

JK McKain Property Fund Pty Ltd ACN 607 946 547

JK McKain Super Fund Pty Ltd ACN 607 946 556

gadens

ONE ONE ONE
111 Eagle Street
Brisbane QLD 4000
Australia

T +61 7 3231 1666
F +61 7 3229 5850

Ref EYH\202211676

Mortgage Side Agreement

Dated:

Parties

1. **Perpetual Corporate Trust Limited** ACN 000 341 533 of Level 12, 123 Pitt Street, Sydney, New South Wales 2000 (**Mortgagee**)
2. **JK McKain Property Fund Pty Ltd** ACN 607 946 547 as trustee for JK McKain Bare Trust 2 of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212 (**Mortgagor**)
3. **JK McKain Super Fund Pty Ltd** ACN 607 946 556 both in its own right and in its capacity as trustee for JK McKain SMSF of Simmons Livingstone & Associates, Unit 30/340 Hope Island Road, Hope Island, Queensland 4212 (**Superannuation Trustee**)

Background

- A. The Mortgagor on or about the date of this agreement is granting to the Mortgagee a mortgage of the Purchased Property (**Mortgage**).
- B. The Mortgage is granted in accordance with the provisions of section 67A of the Superannuation Industry (Supervision) Act 1993. Operative provisions

1. Defined meanings

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

2. Provisions deemed incorporated in the Mortgage

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

3. Definitions and interpretation

3.1 Definitions

In this document:

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

Purchased Property means 29 McKenzie Avenue, Narangba, Queensland 4504.

Superannuation Fund means JK McKain SMSF.

3.2 Interpretation

In this document unless the context otherwise requires:

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

Schedule

1. Consideration

In consideration of the Mortgagee providing financial accommodation to the Superannuation Trustee to assist the Superannuation Trustee to complete the purchase of the Purchased Property, you agree to provide this Mortgage Side Agreement.

2. Background

The Mortgage is granted in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act* which permits a regulated superannuation fund to borrow money provided:

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

Accordingly the following provisions apply to the Mortgage.

3. What the Mortgage Secures

Despite any other provision of the Mortgage:

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

4. Limited Recourse

Despite any other provision of any document, the Loan Agreement, the General Conditions applying to your Loan Agreement, Memorandum number 720348916 (the **Mortgage Covenants**) or any right conferred or implied by law or statute, the Mortgagor's rights against the Superannuation Trustee in respect of any payment, cost, expense or anything else arising from or relating to the Mortgage are limited to the Purchased Property. For example, if the Mortgagor pays any money to the Mortgagee in response to a demand for payment by the Mortgagee, the Mortgagor will only be entitled to recourse against the Purchased Property and will not be entitled to claim any amount back from any other asset of the Superannuation Trustee.

5. Dealing with the Purchased Property

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

6. Own enquiries

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

7. Trustee provisions

The Mortgagor enters into this Mortgage only in its capacity as trustee of a trust and in no other capacity. Any liability or obligation of the Mortgagor arising under or in connection with this Mortgage is limited to, and can be enforced against, the Mortgagor, only to the extent to which it can be satisfied out of the assets of the relevant trust and in respect of which the Mortgagor is actually indemnified for the liability.

8. Acknowledgements

The Mortgagor acknowledges:

- (a) that the reference to "lot" and to "land" in the Mortgage includes a reference to any fixture, structure or improvement on it or affixed to it;

- (b) that a reference to "this mortgage" in the Mortgage, any enlarged panel or schedule to the Mortgage or the Mortgage Covenants is a reference to the Mortgage, any enlarged panel or schedule to it and that document;
- (c) giving the Mortgage and incurring obligations and giving rights under it for valuable consideration received from us, the Mortgagee;
- (d) having received and read a copy of the Mortgage and document 720348916 before signing it;
- (e) that before executing the Mortgage the Mortgagor received a copy of the Mortgage and the Mortgage Covenants;
- (f) that each agreement covered by the Mortgage is taken to be incorporated into the Mortgage; and
- (g) without limiting the scope of any provision in which "tax" is used, each reference to a tax is a reference to all taxes, levies, imposts, and withholdings levied or imposed by a government, a government agency or other entity controlled by a government or a government agency and includes GST as defined in the A New Tax system (Goods and Services Tax) Act 1999 (Cth).

9. Mortgage Warranties

In connection with the Mortgagor giving or continuing a guarantee and indemnity ("**Guarantee**") to the Mortgagee in respect of financial accommodation which has or will be given to the Superannuation Trustee, I/we warrant as follows:

- (a) The shareholders of the Mortgagor, by signing this document, unanimously consent to the Mortgagor giving or continuing to give the Guarantee and any security now or in the future to support the Guarantee irrespective of whether the Mortgagor derives any benefit from giving the Guarantee.
- (b) The directors of the Mortgagor have, where necessary, declared a direct or indirect interest for the purposes of the Corporations Law and the constitution of the Mortgagor and where required by law abstained from voting.
- (c) The giving of the Guarantee does not breach Chapter 2E of the Corporations Law.
- (d) The Directors have considered whether the giving of the Guarantee is for the benefit of the Mortgagor and part of the due administration of the Mortgagor and consider that it is.
- (e) The Mortgagor is not in liquidation, insolvent or liable to be wound up, nor has it received any statutory demand under section 459E of the Corporations Law or any notice of the appointment of a receiver, manager, administrator or provisional liquidator.
- (f) There are no limitations on the power of the Mortgagor to borrow money, raise money or give security.
- (g) All authorisations consents and delegations necessary for the validity of the Transaction have been duly given and obtained.
- (h) The shareholders of the Mortgagor have not passed any special resolution changing the name of the Mortgagor, altering its constitution, reducing its share capital, approving financial assistance for the acquisition of its shares, authorising the payment of interest out of capital, authorising the winding up of the Mortgagor or authorising the placing of the Mortgagor under management.

- (i) No person is entitled to be indemnified out of the funds or assets of the Mortgagor against any liability incurred as director or officer of the Mortgagor in relation to any criminal or civil proceedings of any nature, and no such proceeding is pending by or against any director or officer of the Mortgagor.
- (j) The Mortgagor (the **Mortgagor Trustee**) is a trustee of JK McKain Bare Trust 2 (the **Mortgagor Trust**). A true, correct and up to date copy of the trust deed for the Trust (the **Mortgagor Trust Deed**) and all variations to the Mortgagor Trust Deed has been provided to the Mortgagee prior to the provision of financial accommodation.
- (k) The Directors of the Trustee have considered the interests of the beneficiaries of the Mortgagor Trust and the Trustee's obligations as trustee and concluded that giving or continuing the Guarantee in favour of the Mortgagee was in the best interest of the beneficiaries of the Mortgagor Trust.
- (l) The relevant Mortgagor Trust Deed for the Mortgagor Trust is and has always been valid and effective.
- (m) The property either will be or has been acquired by the Mortgagor as trustee of the Mortgagor Trust and either forms or will form part of the assets of the Mortgagor Trust.
- (n) The vesting date defined (by whatever name) in the Mortgagor Trust Deed has not yet occurred.
- (o) No steps have been taken, nor are we aware of any intended steps, for the winding up or termination of the Mortgagor Trust.
- (p) The Mortgagor has not delegated any of its powers as trustee pursuant to the Mortgagor Trust Deed.
- (q) The Mortgagor has not committed any breach of any of the trusts bestowed upon it as trustee under the Mortgagor Trust Deed.
- (r) The Mortgagor is not a beneficiary of the Mortgagor Trust and has no interest whatsoever in the Trust other than in its capacity as trustee.
- (s) No event has occurred which precludes or prevents the Mortgagor as trustee from borrowing monies or executing the Transaction documents and entering into the covenants of the Transaction documents.
- (t) I/We acknowledge that the Mortgagee is relying upon the correctness of the above statements and representations and that it is on the basis of those statements and representations that the Mortgagee has agreed to provide financial accommodation to the Superannuation Trustee.


10. **Superannuation Trustee Warranties**

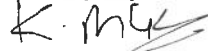
In connection with the Mortgagee providing financial accommodation to the Superannuation Trustee, I/we warrant as follows:

- (a) The directors of the Superannuation Trustee have, where necessary, declared a direct or indirect interest for the purposes of the Corporations Law and the constitution of the Superannuation Trustee and where required by law abstained from voting.
- (b) The Superannuation Trustee is not in liquidation, insolvent or liable to be wound up, nor has it received any statutory demand under section 459E of the Corporations Law or any notice of the appointment of a receiver, manager, administrator or provisional liquidator.


- (c) There are no limitations on the power of the Superannuation Trustee to borrow money, raise money or give security.
- (d) All authorisations, consents and delegations necessary for the validity of the Transaction have been duly given and obtained.
- (e) The members of the Superannuation Trustee have not passed any special resolution changing the name of the Superannuation Trustee, altering its constitution, reducing its share capital, approving financial assistance for the acquisition of its shares, authorising the payment of interest out of capital, authorising the winding up of the Superannuation Trustee or authorising the placing of the Superannuation Trustee under management.
- (f) No person is entitled to be indemnified out of the funds or assets of the Superannuation Trustee against any liability incurred as director or officer of the Superannuation Trustee in relation to any criminal or civil proceedings of any nature, and no such proceeding is pending by or against any director or officer of the Superannuation Trustee.
- (g) The Superannuation Trustee is a trustee of JK McKain SMSF (the **Superannuation Trust**). A true, correct and up to date copy of the trust deed for the Trust (the **Superannuation Trust Deed**) and all variations to the Superannuation Trust Deed has been provided.
- (h) The Trustee has considered the interests of the beneficiaries of the Superannuation Trust and the Trustee's obligations as Trustee and concluded that obtaining financial accommodation from and giving or continuing the Mortgage in favour of the Mortgagee is in the best interests of the beneficiaries of the Superannuation Trust.
- (i) The relevant Superannuation Trust Deed for the Superannuation Trust is and has always been valid and effective.
- (j) The property either will be or has been acquired by the Superannuation Trustee as trustee of the Superannuation Trust and either forms or will form part of the assets of the Superannuation Trust.
- (k) The vesting date defined (by whatever name) in the Superannuation Trust Deed has not yet occurred.
- (l) No steps have been taken, nor are we aware of any intended steps, for the winding up or termination of the Superannuation Trust.
- (m) The Superannuation Trustee has not delegated any of its powers as trustee pursuant to the Superannuation Trust Deed.
- (n) The Superannuation Trustee has not committed any breach of any of the trusts bestowed upon it as trustee under the Superannuation Trust Deed.
- (o) The Superannuation Trustee is not a beneficiary of the Trust and has no interest whatsoever in the Superannuation Trust other than in its capacity as trustee.
- (p) No event has occurred which precludes or prevents the Superannuation Trustee as trustee from borrowing monies or executing the Transaction documents and entering into the covenants of the Transaction documents.
- (q) I/We acknowledge that the Mortgagee is relying upon the correctness of the above statements and representations and that it is on the basis of those statements and representations that the Mortgagee has agreed to provide financial accommodation to the Superannuation Trustee.

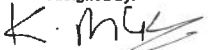
EXECUTED by JK MCKAIN SUPER FUND PTY LTD ACN 607 946 556 BOTH IN ITS OWN RIGHT AND IN ITS CAPACITY AS TRUSTEE FOR JK MCKAIN SMSF in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

9646AADF23D6441...
Signature of director
Joshua Douglas McKain
Name of director (print)

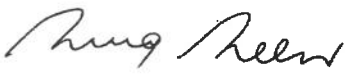
DocuSigned by:

BA9CA3C39E5B409...
Signature of director
Kathleen May McKain
Name of director/secretary (print)

EXECUTED by JK MCKAIN PROPERTY FUND PTY LTD ACN 607 946 547 AS TRUSTEE FOR JK MCKAIN BARE TRUST 2 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

9646AADF23D6441...
Signature of director
Joshua Douglas McKain
Name of director (print)

DocuSigned by:

BA9CA3C39E5B409...
Signature of director
Kathleen May McKain
Name of director/secretary (print)

Executed for and on behalf of the Mortgagee by:


.....
Craig Douglas Green
Partner - Gadens Lawyers

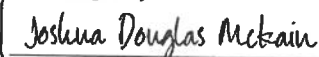
Notice of Instruction

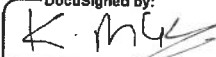
From: JK McKain Super Fund Pty Ltd ACN 607 946 556 as trustee for JK McKain SMSF (Fund Trustee)

To: JK McKain Property Fund Pty Ltd ACN 607 946 547 as trustee for JK McKain Bare Trust 2 (Custodian)

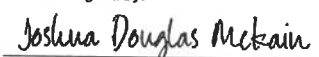
The Fund Trustee instructs the Custodian to provide security over 29 McKenzie Avenue, Narangba, Queensland 4504 described as Lot 543 on SP 133284, Title Reference 50358515 (**Property**) in the form of a guarantee and indemnity limited to the Property and a limited recourse mortgage over the Property.

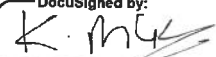
EXECUTED by **JK MCKAIN SUPER FUND PTY LTD ACN 607 946 556 BOTH IN ITS OWN RIGHT AND IN ITS CAPACITY AS TRUSTEE FOR JK MCKAIN SMSF** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

9646AADF23D6441...
Signature of director
Joshua Douglas McKain
Name of director (print)

DocuSigned by:

BA9CA3C39E5B409...
Signature of director
Kathleen May McKain
Name of director/secretary (print)

EXECUTED by **JK MCKAIN PROPERTY FUND PTY LTD ACN 607 946 547 AS TRUSTEE FOR JK MCKAIN BARE TRUST 2** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

9646AADF23D6441...
Signature of director
Joshua Douglas McKain
Name of director (print)

DocuSigned by:

BA9CA3C39E5B409...
Signature of director
Kathleen May McKain
Name of director/secretary (print)

Dated 25-May-2022



Australian Government
Australian Taxation Office

Agent SIMMONS LIVINGSTONE AND ASSOCIATES PTY
Client THE TRUSTEE FOR JK MCKAIN SMSF
ABN 67 524 842 245
TFN 967 895 706

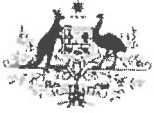
22-1

Activity statement 004

Date generated	31 January 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

0 results found - from 31 January 2021 to 31 January 2023 sorted by **processed date** ordered **newest to oldest**



222

Income tax 002

Date generated	31 January 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

4 results found - from 31 January 2021 to 31 January 2023 sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
5 Apr 2022	4 Apr 2022	Payment received		\$259.00	\$0.00
17 Mar 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$259.00		\$259.00 DR
21 Jun 2021	17 May 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$259.00		\$0.00
18 May 2021	17 May 2021	Payment received		\$259.00	\$259.00 CR