



La Trobe Financial Services Pty Limited • ACN 006 479 527
La Trobe Financial Asset Management Limited • ACN 007 332 363 • AFSL 222213
Appraisal 48487
Date of Offer: 15 July 2019

Mrs I Barber & Dr M Barber,
MTIAH Nominees Pty Ltd ATF MIH Barber Superannuation Fund,
52 East Street,
EAST TOOWOOMBA QLD 4350

Dear Mrs I Barber & Dr M Barber,

LOAN APPROVAL AND YOUR ACCEPTANCE

Congratulations on your decision to select La Trobe Financial Services Pty Limited for your financial needs.

Please find enclosed the following:

1. **Your copy of the Letter of Offer marked "Borrowers/Guarantors Copy".**

Please read and retain this copy for your future reference.

2. **La Trobe Financial's copy of the Letter of Offer marked "To be returned to La Trobe Financial".**

This offer needs to be signed by all borrowers/guarantors and returned in the reply paid envelope, along with any outstanding documentation required as a special condition of your loan.

We strongly recommend you obtain Superannuation Fund Financial and Legal Compliance Advice that the acquisition of the property and the borrowing of loan funds by you is within your Superannuation Fund strategy and complies with the Superannuation Industry (Supervision) Act 1993 and the Superannuation Industry (Supervision) Regulations 1994.

Your signed acceptance of this Letter of Offer must be returned to La Trobe Financial within fourteen (14) days of receipt to avoid withdrawal of the Letter of Offer, or reassessment which could result in additional fees being incurred. Please advise your Solicitor of this Letter of Offer IMMEDIATELY.

For any further assistance please feel free to telephone our Lending Officer (card attached) on our customer service number 13 80 10 from 8.30 am - 5.30 pm Eastern Standard Time.

Yours faithfully

Rosemary Glasson
Credit Analyst



La Trobe Financial Services Pty Limited • ACN 006 479 527
 La Trobe Financial Asset Management Limited • ACN 007 332 363 • AFSL 222213
 Appraisal 48487
 Date of Offer: 15 July 2019

Mrs I Barber & Dr M Barber,
 MTIAH Nominees Pty Ltd ATF MIH Barber Superannuation Fund,
 52 East Street,
 EAST TOOWOOMBA QLD 4350

Dear Mrs I Barber & Dr M Barber,

APPLICATION FOR FINANCE - LETTER OF OFFER

We are pleased to advise that your Application for Mortgage Finance has been approved and is now offered to you by La Trobe Financial (Credit Provider's representative) on the terms set out below.

Before you sign, read this Letter of Offer, so that you know exactly what contract you are entering into and what you will have to do under the contract. Once you have signed this Letter of Offer you are bound by it. You must not give false or misleading information to obtain credit.

Borrower(s) Name: MTIAH Nominees Pty Ltd ATF MIH Barber Superannuation Fund

Guarantor(s) Name: Mrs Isobella-Ann Deborah Kay Barber & Dr Michael Thomas Barber & Barber Property Investments Pty Ltd

Total Loan: \$395,500.00 which is not to exceed 70.00% of sworn independent valuation confirming satisfactory mortgage purpose security.

Loan Purpose: Refinance with debt consolidation **National Credit Code: NO**

Loan End Date (Expiry): Twenty (20) year(s) ("The Term")

Annual Percentage Rate: 6.99% per annum Variable. The rate can be varied at any time by La Trobe Financial acting reasonably.

Late Payment Fee: 5.00% p.a. calculated per calendar month on outstanding loan balance.

Proposed Security Property: Registered First (Real Estate) Mortgage over Lot 208, 13-15 Scott Street EAST TOOWOOMBA QLD 4350

Repayments:	Principal & Interest	\$ 3,063.93
Due 20th Monthly	Account Service Fee	\$ 15.00
	Total Monthly Loan Repayment	\$ 3,078.93

If you choose to take insurances with La Trobe Financial, the relevant premiums will be added to the above Loan Repayment.

Credit Provider: Perpetual Corporate Trust Limited (ACN: 000 341 533) ("The Mortgagee")

Mortgagee's Solicitor: DWF Melbourne
 Level 45A
 600 Bourke Street
 MELBOURNE 3000

We recommend that you obtain legal and financial advice in relation to this loan. If you default on this loan we may be entitled to sell the security property to repay the loan.

We strongly recommend you obtain Superannuation Fund Financial and Legal Compliance Advice that the acquisition of the property and the borrowing of loan funds by you is within your Superannuation Fund strategy and complies with the Superannuation Industry (Supervision) Act 1993 and the Superannuation Industry (Supervision) Regulations 1994.

GENERAL TERMS AND CONDITIONS

These are the La Trobe Financial General Terms and Conditions incorporated into the letter of offer referring to these terms and conditions and they form part of your loan agreement.

In addition to complying with your letter of offer and these terms and conditions, you must observe all the terms of your mortgage. You should read the mortgage conditions carefully. Your obligations under the mortgage include the obligation to keep any mortgaged property in good repair, to pay all rates, taxes, and other expenses in relation to the property. You must not alter the property or change the use of the property without our prior written consent. You must not deal with the property in any way without our prior written consent. This means you cannot mortgage it, sell it, or lease it without our consent. You must insure the property in accordance with our requirements. If you do not observe all the terms of the mortgage, you may be in default and we may be entitled to obtain vacant possession of the property and sell it. This short summary does not replace your reading the mortgage in full.

There is no binding legal agreement between us until the settlement date or such earlier date as we decide.

This means that until the settlement date:

- a) you are not bound to go ahead; and
- b) we have the right to change the terms of this loan agreement or to withdraw it altogether and decline to make an advance of funds to you. We will not make an advance of funds until we are satisfied that all relevant conditions are fulfilled. You may be liable for costs even if we decide not to proceed.

Where there is any inconsistency between these conditions and the mortgage documents and any other documents collateral to the loan, the letter of offer will prevail unless the Credit Provider indicates otherwise in writing.

DOCUMENTARY REQUIREMENTS

- (1) The Credit Provider's Solicitor (as well as the Credit Provider) must be satisfied on all matters which in their opinion are necessary to give the Credit Provider adequate and proper first ranking security, including personal identification verification. The Credit Provider's Solicitor has been instructed to prepare mortgage documents and they will contact you when the documents are ready for signature also detailing requirements to enable settlement of the advance.
- (2) Mortgage Documents must be signed and received by La Trobe Financial within fourteen (14) days from the date of this letter of offer or other indulgence granted by the Credit Provider or such later date as the Credit Provider may allow. If this is not done the Credit Provider reserves the right to withdraw approval of the loan. At settlement a fee may be charged to you to cover the cost of remitting settlement funds to our Solicitor. Additional costs will be payable where the advance involves multiple securities, is to a Company or where guarantees are required. **We recommend that the Borrower/s and the Guarantor/s seek independent legal and financial advice regarding their duties and obligations under the letter of offer and mortgage documents. The Credit Provider has no responsibility to ensure that the Borrower/s and/or the Guarantor/s obtain such legal and financial advice, unless specified in the special conditions.**
- (3) The security dwelling must not be left vacant for a period exceeding 60 days, nor leased or sublet without the prior written consent of La Trobe Financial.

LOAN SETTLEMENT (REQUESTING FUNDS)

- (4) Settlement of the loan may be conditional upon a policy of Lender's Mortgage Insurance being issued to the Credit Provider. Lender's mortgage insurance cover protects the Lender and not the Borrower. It does not in any way lessen the liability of the Borrower to the Lender. The Lender may exercise its rights in respect of the security property and pursue the Borrower and the Guarantor in the usual way. A once only premium for this will be deducted from the first loan advance made. A partial refund of premium may apply where the loan is fully repaid within three (3) years.
- (5) If the purchase price quoted by you changes, the Credit Provider may, at its discretion, not give you the loan or may withdraw the letter of offer at any time, prior to settlement.
- (6) Any adverse change in the financial or the relevant circumstances of the Borrower or Guarantor or the security property since the application for the loan was received must be advised in writing to La Trobe Financial prior to settlement of your loan. The Credit Provider shall not be bound to proceed with this loan if prior to settlement of the loan the Borrower or Guarantor fails to pay any monies due or fails to comply with any of the conditions of the loan or the Credit Provider's Solicitor's requirements or there has been an adverse change in the financial or other relevant circumstances of the Borrower or Guarantor or the security property since the application for loan was received, or there was not full disclosure by the Borrower or Guarantor to the Credit Provider or La Trobe Financial.
- (7) The loan is to be drawn and settled within three (3) months from the disclosure date.
- (8) Other than as disclosed in the letter of offer, at the disclosure date, the persons to whom the amount of credit available under this contract is to be paid, and the amounts payable to those persons are not ascertainable.
- (9) **Existing Home**
Loan funds will be advanced to the Credit Provider's Solicitor who will only release these at the direction of you or your Solicitors and after the Credit Provider's Solicitor has received and has control of all documents of title to the security property and the mortgage documents have been duly executed by all parties. Where the loan purpose is to refinance other loan facilities, evidence of satisfactory conduct will need to be provided prior to the advancement of loan funds. Where funds are being advanced for personal purposes, e.g. motor vehicle purchase etc. it is important to note that the loan term may exceed the anticipated lifespan of the asset being purchased.

GENERAL TERMS AND CONDITIONS continued**(10) If You Are Building**

The loan is to be paid in progress payments. The first advance will be made only after the Credit Provider's Solicitor has received and has control of your title to the security property and the mortgage documents have been duly executed by all parties. The land settlement advance is calculated by deducting the cost of construction and Lender's mortgage insurance premium and any other outstanding fees and insurance premiums from the loan amount approved. The land settlement advance is not to exceed ninety percent (90%) of the valuation of the land. **You will be required to contribute all of your funds prior to the Credit Provider making loan funds available at land settlement.** Further advances will be paid on the basis of the Credit Provider's valuer inspection reports of the security property from time to time. **The amount of payment will be determined by the Credit Provider's Valuer and may differ from your Builder's progress payment claim. Despite La Trobe Financial monitoring the building works, La Trobe Financial takes no responsibility for the works.** Further advances will be made payable to the Builder. Progress payments shall be drawn after the Borrower's funds have been used so that the Credit Provider's funds are the final funds used in payment of the building contract. Construction must be completed within six (6) months from the date of settlement unless otherwise varied by the special conditions contained in the letter of offer.

- (11) The loan amount will be advanced progressively as and when La Trobe Financial sees fit to assist in the construction of building works. La Trobe Financial is under no obligation to make any progressive advances, and in particular can refuse to make any further advances if anything happens which in the opinion of La Trobe Financial adversely affects the value of the security property or the works are not proceeding satisfactorily. If the Insurer who has provided the mortgage insurance in respect of this loan cancels, suspends, or limits that insurance, a default will have occurred and the Lender can demand repayment of the whole loan.
- (12) Any amendment or alteration to the building contract must be notified to La Trobe Financial in writing and approval obtained in writing from La Trobe Financial prior to acceptance of same by the Borrower. Any reduction to the building contract may result in a decrease to your loan amount. Final payment cannot be paid until the dwelling is complete including fencing, painting and a Certificate of Occupancy (or relevant certificate in each state or territory of Australia) is forwarded to La Trobe Financial.
- (13) You must provide La Trobe Financial with a copy of your signed fixed price building contract with a registered builder for the amount specified in your application and a copy of the Council approved plans and specifications and where applicable home owners warranty insurance prior to any progress payments being made by us. Your building contract must provide us with access to the site. All of these must be acceptable to the Credit Provider. The Credit Provider shall be under no obligation to make progress payments if the building has not been constructed in accordance with the Council approved plans and specifications. The Building Contract costs are to be calculated on a GST inclusive basis. Progress Payment claims shall be calculated and paid on a GST inclusive basis.
- (14) If during construction, you obtain another loan from any other financial institution or person other than the Credit Provider which is secured by a mortgage over the property upon which the construction is taking place, the Credit Provider, in addition to any other right it has under its mortgage documents, this letter of offer or at law, has the right to refuse to make any further progress payments without further notice to you.
- (15) Promptly after completion of construction you must provide to La Trobe Financial a final certificate from the local council or other responsible authority confirming that building works have been completed in accordance with all relevant requirements.

PROPERTY INSURANCE

- (16) The security property must be insured for such risks as the Credit Provider requires with an insurance company acceptable to the Credit Provider and for the amount required by the Credit Provider. The insurance policy must also note La Trobe Financial Services Group (agent for the credit provider) as an interested party. You are free to make insurance arrangements through La Trobe Financial or any other person. If you make insurance arrangements through La Trobe Financial the premium is payable monthly and the first monthly premium will be payable with the first monthly loan repayments. All loan insurance premiums must be paid as they fall due. If you fail to pay any insurance premium or fail to renew an insurance policy, you authorise La Trobe Financial to pay the premium on your behalf or to arrange acceptable insurance on your behalf. The premium will be debited to your loan account and become immediately due and payable by you. If you are erecting a new dwelling, or refinancing your existing loan, your property insurance will be implemented when the first loan advance is made by the Credit Provider.

REPAYMENTS

- (17) Repayments are due monthly in arrears as set out in the Financial Table in the letter of offer. By accepting this offer you agree to make payments in the amount specified by us monthly on the day or date advised to you. Payments may be made by direct debit or by deduction from your salary. In either case, until your loan is repaid in full you must sign a direct debit authority to allow us to debit an account from which repayments will be made and you must keep that account open. You authorise us to obtain any payment due under your loan agreement by using the direct debit authority. If any direct debit or cheque used for repayment is dishonoured, the repayment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received by the Lender. All payments made in accordance with La Trobe Financial's direct debit system will be free of charge; otherwise the Repayment Facilitation Fee set out in the Financial Table will apply.

GENERAL TERMS AND CONDITIONS continued

- (18) In addition to making any repayments specified in your loan agreement on the date on which your loan ends, you must pay us the amount you owe us, together with any fees or other costs arising on repayment. The date on which your loan ends is the date set out in your loan agreement, or such other date which we agree with you. The amount you owe us means, in respect of each account, the total amount outstanding from time to time and includes all interest, fees and charges. In the meantime, repayments must be made to progressively repay the loan during the term (Principal & Interest loans only). If your loan is interest only full repayment of the loan is required at the expiration of the loan term failing which the default rate of interest will be applied.
- (19) You must pay all payments and pay all credit fees and charges as specified in your loan agreement. Payments will be credited to your loan account only when actually received by the Lender. All payments must be made in full when they fall due, without setting off any amounts you believe the Lender owes you. Any redraw facility based upon advance payments is solely at the discretion of the Credit Provider.

Interest Calculations

Interest on the loan will be calculated on daily balances from the date of advancement of the loan as set out in the Financial Table including any broken period.

- (20) Your first principal and interest repayment will be due in the first month after the month in which settlement occurs. Broken period interest must be paid as set out above. If any payment is due on a day which is not a business day, the payment must be made on the next business day. If any payment is due on a day which is the 29th, 30th or 31st of a month with no such date, the payment must be made on the last day of the calendar month. For example, if your settlement date is the 31st day of March, your April repayment will be due on 30th April as 31st April is a date, which does not exist. A business day is a day that is not a Saturday or Sunday, or a public holiday where banks are generally not open to conduct business.

INTEREST AND FEE CHARGES

- (21) The interest rate quoted in the letter of offer is an indicative rate only at the time of offering the loan. The interest rate payable will be that rate applicable at the date of initial drawing of the loan. Fees and charges payable by you as they arise are fully detailed in the Financial Table. If you are giving the mortgage described above (see under "Description of Security") you must pay all insurance premiums, rates, taxes, charges, outgoings and assessments (including council rates, water rates and land tax) payable or assessed in respect of the security property or on the owner or occupier of the security property.
- (22) If you become liable by a court order to pay any money due under your loan agreement, you must pay interest at the higher of the rate ordered by the court or the rate payable under this agreement. We can apply any payment or other credit to any amount you owe us in any order we determine.
- (23) If you have more than one account with us and you make a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the accounts in any way we think fit. We may debit interest whenever the loan is in default, there is any repayment of the loan, there is any principal increase or variation in your loan agreement, or any change to the loan terms.
- (24) Interest accrues on a daily basis from the day the Lender draws cheques or otherwise allocates money at your request to make the first advance. This applies whether or not any real estate transaction to which the advance relates (eg, refinance or purchase) occurs on that day.
- (25) The charging of interest on arrears of interest and fees and charges does not mean that they are part of the principal sum or the loan amount. These amounts only become part of the principal sum or loan amount if we elect to convert them to principal.

NOTICES & STATEMENTS

- (26) The credit provider may give you a notice including periodic account statements by personal delivery, prepaid ordinary post, facsimile or by electronic means sent to your address shown in the letter of offer, or sent to your last address known to us. We may also give you notice including periodic account statements in any other way authorised by law including email or online delivery. The notice including periodic account statements may be signed by any employee, solicitor, or agent on behalf of the credit provider.
- (27) You will be given twenty (20) days written notice of any change in these credit fees or charges or the introduction of new credit fees and charges. However all fees and charges are subject to change without your consent, and may vary from time to time. All fees and charges are current as at the disclosure date and are payable in full unless otherwise specified as a loan condition in the Offer. In addition, all state and Federal Government duties, costs and Government charges and bank repayment facilitation or dishonour fees or charges as advised from time to time, on the transaction are payable by you as Borrower during the loan.
- (28) If the annual percentage rate is a variable rate, any changes in the rate will be notified to you on or before the day the rate changes. You can obtain further information about interest rates (including all reference rates) by telephoning the number referred to on the first page of this letter of offer.
- (29) If the annual percentage rate changes, La Trobe Financial may change the amount of repayments. You will be notified of changes to repayments by at least twenty (20) days written notice.

GENERAL TERMS AND CONDITIONS continued**VARIABLE RATE LOANS (VRL's)**

(30) At any period in which your loan is a variable rate loan, the following provisions shall also apply:

- a) The variable rate is set by the Credit Provider from time to time. The Credit Provider, acting reasonably, may change this rate at any time without your consent.
- b) The rate can change at any time. Any changes will apply to your loan on and from the date notified. Any changes will be notified to you as per clause 28;
- c) The amount of each payment will include any applicable direct debit fees, taxes or charges. If the interest rate changes, we may change the repayments due by you. The Credit Provider will notify you in writing twenty (20) days prior to changing the repayment amount;
- d) If the rate decreases, the Credit Provider will not automatically reduce your repayment amount, but will consider any request by you to decrease your repayment amount. Whatever repayment you make it must be enough to repay the loan within the term of the loan.

FIXED RATE LOANS (FRL's)

(31) At any time when the interest rate on your loan is fixed ("Fixed Rate Period"), the following provisions will apply: At the end of any fixed rate period, the Credit Provider will calculate the repayment amount applicable to your new interest rate to ensure that the mortgage is repaid within the term of the loan. You will be notified in writing of the new repayment amount as per clause 29. You should pay the new repayment amount when the fixed rate period ends on the same basis and in the same manner as you were previously.

FURTHER GENERAL CONDITIONS**(32) Statements of Account**

Statements of account will be forwarded to you at least once every six (6) months. Guarantors to the loan facility may also be forwarded a copy of each Loan Account Statement including relevant settlement notices, and your acceptance of this offer provides consent to the provision of Loan Account Statements to guarantors.

(33) Default

If any one or more of the following occur we may decide an event of default has occurred. You must ensure no event of default occurs. If an event of default occurs, we may demand that you repay all or part of any money owing by you including any money outstanding but not currently due to the Credit Provider in respect of the loan or otherwise.

- a) **You fail to pay any money to us on the due date.**
- b) You are found to have acted in an unlawful manner.
- c) **You are subject to enforcement action from another creditor.**
- d) Any representations or warranties made by you or on your behalf to us or our agents prove to be materially untrue or misleading.
- e) You use any or all of the loan for a non-approved purpose.
- f) You improperly deal with the mortgaged property.
- g) If you are a company, there is a change of beneficial control, except as permitted.
- h) You lose your licence or permit to conduct business.
- i) You fail to provide proper accounts to us.
- j) You do not maintain appropriate insurance over all mortgaged property on terms acceptable to us.

(34) Enforcement

- a) If you are a small business (a business employing fewer than 20 people, including casual staff employed on a regular and systematic basis) or an individual, we will not require you to repay the loan, take enforcement action against you, or enforce any security held to secure repayment of the loan unless we have given you at least 30 days written notice of an event of default (or such longer default notice period required by law) and, if the event of default is rectifiable, you have not rectified that event of default.
- b) Unless your loan is regulated by the National Credit Code, we do not have to give you 30 days notice (unless required by law) if:
 - i. the event of default is one of the events of default bolded in the clause 33;
 - ii. you have an overdraft or an on-demand facility; or
 - iii. based on our reasonable opinion, it is necessary for us to act to manage an immediate risk.
- c) We will only act on a specific event of non-monetary default identified in subclause (a), if the event by its nature is material, or we reasonably consider that the event has had, or is likely to have, a material impact on:
 - i. you or your guarantor's ability to meet your or their financial obligations to us;
 - ii. our credit or security risk (or our ability to assess these); or
 - iii. our legal or reputation risk.
- d) Our decision of a matter under subclause (b) and (c) is final.
- e) If your loan is regulated by the National Credit Code, we do not need to give you a default notice or to wait 30 days before commencing enforcement action if:
 - i. we reasonably believe that we were induced by fraud by you or a guarantor to enter into your loan agreement; or
 - ii. we have made reasonable attempts to locate you or a guarantor but without success; or

GENERAL TERMS AND CONDITIONS continued

- iii. a court authorises us to begin the enforcement proceedings; or
 - iv. we reasonably believe that you or a guarantor have removed or disposed of mortgaged property given as security for this loan or that urgent action is necessary to protect the mortgaged property.
- (35) Where your loan is not regulated by the National Credit Code, you and each of you hereby charge all your right, title and interest in all real property owned or held by you or each of you (now and during the currency of your loan) in favour of the Credit Provider for payments of amounts owing to the Credit Provider (now and during the currency of your loan) under this agreement and further agree that the Credit Provider may lodge a caveat over any such property subject to this charge.
- (36) Where any amount due by you is not paid on the due date, you must pay a default rate of interest. The default rate of interest is specified in the Financial Table.
- (37) Enforcement expenses may become payable under the loan agreement and any security if you default. You must pay on demand and we may debit your account with our reasonable costs in connection with any exercise or non-exercise of rights arising from any default, including:
- a) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher;
 - b) our internal costs.

These expenses include the Credit Provider's or Manager's expenses incurred in preserving or maintaining property subject to the security, collection expenses and expenses resulting from dishonour of a cheque or payment.

(38) Notices and Joint Borrowers

In addition to any manner of service specified in any legislation, any notices to be given by the Credit Provider may be sent to you at the address shown in the letter of offer or to such other address as you may notify in writing to the Credit Provider from time to time. All notices, communications and requests to the Credit Provider shall be addressed to La Trobe Financial at the address listed on the first page of the letter of offer. Any communications or dealings by the Credit Provider may be given on behalf of the Credit Provider by La Trobe Financial as the Credit Provider's Representative unless the Credit Provider notifies you in writing to the contrary.

- (39) Where there are more than one of you, you enter this transaction jointly and severally. However, under the National Credit Code each of you are separately entitled to receive notices and other documents. If you both reside at the same address and you both wish to nominate one of you as the recipient (so you both receive just the one set of notices and other documents) please complete the attached Joint Nomination Form.

(40) Liability of Joint Borrowers

Where there are two or more Borrowers receiving the loan from the Credit Provider, their liabilities and obligations to the Credit Provider shall be joint and several.

(41) Commissions Disclosure

Each of you acknowledges that:

- a) Certain fees and other moneys are or may from time to time be payable to or for the account of La Trobe Financial Services Pty Limited ACN 006 479 527 ("La Trobe Financial") or any of La Trobe Financials related companies and the Credit Provider should your loan be approved.
- b) La Trobe Financial, the Credit Provider's Representative, receives ongoing fee income calculated as a percentage of your loan balance for the day to day management of your loan, paid by the Credit Provider from their normal customer's interest charges and fees. La Trobe Financial may also pay or receive an introduction fee to or from third parties for introduction of the credit business. La Trobe Financial or its agents may pay or receive other commissions or remuneration relating to this transaction. At the disclosure date the amount of these fees and commissions are not ascertainable. Payments to third parties will be disclosed in the letter of offer if applicable. **The Introducer, loan referral source or third party is not authorised to make any representations or warranties to you regarding the terms of the loan or any of La Trobe Financials obligations.**
- c) Any such fees, commissions, benefits or other moneys may represent a portion of the Credit Provider's normal customer interest rate, fees and charges for the loan or the third party's fees for the good, product or service.
- d) If you are introduced to La Trobe Financial by a third party referral source and have signed a separate fee agreement then the agreed fee will be deducted at Loan Settlement. Should you be in dispute as to that fee or service the fee will be deducted and held in Trust until dispute resolution is finalised.

EARLY REPAYMENT OR RELEASE OF SECURITY

- (42) When the loan is repaid or if any of the security is altered or released, you must pay any Credit Provider fees and the Credit Provider's legal fees and "out of pocket" expenses for the discharge of or other dealings with the security. You may (at any time) repay early any part of the original loan but you may incur additional cost. At all times, in the case of a partial discharge, the Credit Provider reserves the right to determine a loan to value of security ratio acceptable to the Credit Provider in its absolute discretion. Please refer to the Financial Table attached, for any Break Fees. If you elect to repay the whole of your loan prior to the expiration of the term, you must pay interest to the date of repayment plus any applicable break fees as detailed in the Financial Table attached.

GENERAL TERMS AND CONDITIONS continued**ASSIGNING THE MORTGAGE**

(43) The Credit Provider may assign or otherwise deal with your rights under the mortgage or any agreement covered by the mortgage in any way they consider appropriate. You agree that the Credit Provider may disclose any information or documents they consider desirable to help them exercise this right. You also agree that the Credit Provider may disclose information or documents at any time to a person to whom they assign their rights under the mortgage. By signing and accepting this offer, you acknowledge that there is no requirement to notify you of these dealings. La Trobe Financial must hold any duplicate Certificate of Title as security at all times until the loan is fully discharged.

ACCEPTANCE OF OFFER

(44) Payment of any outstanding fees, legal costs and all relevant expenses connected with this transaction shall be borne by you following your acceptance of these terms and conditions. If the loan is not made for some reason, the legal costs, application fee and expenses incurred by the Credit Provider and La Trobe Financial must be paid by you.

(45) No variation of this letter of offer and general terms and conditions will be binding on the Credit Provider unless advised or confirmed in writing by the Credit Provider.

(46) If the signed duplicate letter of offer is not received by La Trobe Financial within fourteen (14) days of the date of this letter, this offer may be cancelled or withdrawn. Once you have returned the signed duplicate Offer of Loan, it is suggested that you request your own Solicitor to contact the Credit Provider's Solicitor in order to ascertain their preliminary requirements. If you have any questions, ask before you sign.

(47) Termination of Loan Contract

If the loan is not settled or in the case of construction finance the first advance has not been made on or before three (3) months after the disclosure date, the Credit Provider may, acting reasonably, terminate this loan contract. You may then have to reapply for the loan and pay additional fees.

(48) Borrower's, Mortgagor's and Guarantor's Declarations

By accepting this offer, each of you, and if applicable each of the named Guarantors makes the following declarations:

1. You have carefully read the letter of offer and these attached general terms and conditions and attached Financial Table and understand it establishes a legal contract between you, La Trobe Financial and the Credit Provider.
2. All information you have given to La Trobe Financial and the Credit Provider, its agents and solicitors is accurate and not misleading and you are aware that La Trobe Financial and the Credit Provider are relying on that information to enter this transaction and you have been provided with the appropriate Comparison Rate Schedule.
3. You authorise and acknowledge that the credit provider may register any necessary security interest in the Personal Property Securities Register.
4. Where the loan is not regulated under the National Credit Code or a Self Managed Super Fund product, except where you are the guarantor, you charge in favour of the Lender all your right, title and interest in all freehold property in which you have any beneficial interest (now or during the currency of the loan) for payment of amounts owing to the lender by the Borrower (now or during the currency of the loan) and you acknowledge that the Lender may lodge a caveat over all such property pursuant to this charge. If the Credit Provider (mortgagee) is a Trust, you acknowledge that the Mortgagee entered into this transaction in its capacity as trustee of a trust. The liability of the Mortgagee is limited to the available assets of the relevant trust except where the liability arises from a breach of the terms of the trust deed by the Mortgagee or any negligent, fraudulent or wrongful act or omission of the Mortgagee or its employees, delegates, attorneys or agents.

GENERAL TERMS AND CONDITIONS continued**TRUSTEE REPRESENTATIONS AND WARRANTIES**

Clauses (49) and (50) apply to you, the borrower, if you enter the loan agreement as trustee of a trust ("Trust").

(49) Borrower's undertaking

You agree to observe your obligations as trustee of the Trust.

(50) Representations and warranties

You represent and warrant to La Trobe Financial, the Lender and the Credit Provider that:

1. You are the only trustee of the Trust;
2. You are the legal owner of all the assets of the Trust;
3. The copy of the Trust's deed delivered to the Lender prior to the execution of this agreement is true, complete and current and discloses all the terms of the Trust and there has been no other amending deed, instrument of appointment, vesting deed or other instrument of any description that affects the terms of the Trust;
4. The trust is validly created and subsisting and no circumstances exist under which it may be determined other than as may be set out in the Trust's deed and no date for the vesting of any Trust fund has been appointed other than as may be set out in the Trust's deed;
5. You have the power under the Trust's deed to enter into and observe your obligations under this agreement;
6. The execution and performance of this agreement is a proper purpose of the Trust and the Trust is receiving a valuable commercial benefit in return for entering into this agreement;
7. You have entered into this agreement in your capacity as trustee of the Trust and for the benefit of the beneficiaries of the Trust;
8. You have a right to be indemnified out of the property or fund of the Trust in respect of obligations incurred by you under this agreement subject always to the terms of the Trust's deed;
9. You are not in default under the Trust's deed;
10. There is no dispute between you and any other person in relation to the Trust or the Trust assets;
11. No action has been taken or proposed to remove you as trustee of the Trust; and
12. No action has been taken or is proposed to be taken that effects or facilitates:
 - a) the variation of the Trust's deed;
 - b) the resettling of the property and fund of the Trust; or
 - c) the termination of the Trust.

SCHEDULE OF RELATED LOAN CHARGES

As at 1 May 2016 the following fees and charges are payable by you as a borrower and are not expected to exceed the relevant amounts advised, however all fees and charges are subject to change without your consent and may vary from time to time, and any amount charged above the schedule amount is for the account of the borrower.

SETTLEMENT FEES - Settlement Fees and Charges payable on or before settlement of your loan:

Application Fee: Up to 1.75% (minimum \$550.00) of the loan amount approved or other amount specified in the Letter of Offer. **La Trobe Financial's Legal Fee:** Legal fees plus Solicitor's "out of pocket" expenses. **Electronic File Fee:** \$130.00 for the use of proprietary software to facilitate settlement. **Settlement Disbursement Fee:** \$120.00 for arranging and remitting to our Solicitor the initial funds for settlement. **Settlement Arrangement Fee:** \$500.00 where three (3) days notice not provided. **General Security Agreement Registration Fee:** \$110.00 (if applicable, refer to special conditions in this letter of offer). **Title Insurance Fee:** La Trobe Financial insures every loan against loss for defined Title insurance events. Residential securities; minimum \$145.20 (including GST) for loans less than \$600,000.00 and Commercial securities; minimum \$354.75 (including GST) for loans less than \$500,000.00. For loans above these amounts see the amount stated in the special conditions of this letter of offer.

Progress Payment Fees: If you are constructing a building, additional inspection fees will be deducted and a fee will be charged to cover the cost of remitting progress payment funds to you of \$120.00 per drawdown.

DURATION - Fees and Charges payable after settlement:

Account Service Fee: \$15.00 charged monthly to your account and debited on the interest debit date for the entire term of the loan. **Packet Review Fee:** \$300.00 charged annually to your account on the anniversary of initial settlement.

CUSTOMER INITIATED FEES - Fees and Charges that may become payable after settlement:

Renegotiation or Converting Fee: \$750.00 for any agreed change to loan type, loan term, number of accounts, loan amount, interest rate or security. **Principal Reduction Fee:** \$980.00 for each principal prepayment made during the loan term which exceeds \$10,000.00. **Information Production Fee:** \$25.00 for providing a copy of letter of offer, security or other document. **Consent Administration Fee:** \$395.00 to review, consent or produce documents of title or security. **Electronic File Fee:** \$130.00 for the use of proprietary software to facilitate the registration of documents. **Statement Issuance Fee:** \$25.00 for additional or replacement copies of Loan Activity Statements and \$75.00 for a Loan Liability or Loan Discharge Statement. **Insurance Confirmation Fee:** \$50.00 charged annually at insurance expiry if property insurance policy not arranged through La Trobe Financial. **Production of Title Fee:** \$290.00 when requested to produce a certificate of title.

DEFAULT FEES - Fees and Charges payable on default of loan:

Dishonoured Repayment Fee: \$15.00 if a cheque that is presented for payment is dishonoured, or a direct debit is returned by your bank. **Default Notice Issuance Fee:** \$400.00 payable (\$88.00 per guarantor) at the time a default notice is required to be issued in the event of a default under the mortgage. **File Attendance Fee:** \$75.00 may be payable at the time of attendance where required due to default of the mortgage. **Late Payment Fee:** Current Loan Interest Rate plus additional 5.00% (or rate applicable at the time), calculated on the daily balance and charged monthly while account remains in arrears.

DISCHARGE FEES- Discharge Fees and Charges payable on or before discharge of your loan:

Discharge Settlement Fee: \$1,350.00 plus our Solicitor's costs (minimum \$400.00) plus any fees specified as a loan condition in the Letter of Offer will be payable where a discharge of security is required. **Production of Title Fee:** \$290.00 when requested to produce a certificate of title at discharge. **Electronic File Fee:** \$300.00 for the use of proprietary software to facilitate discharge. **Priority Discharge Fee:** \$190.00 for any request for discharge or partial discharge of a loan where you do not give at least thirty (30) days written notice to La Trobe Financial. **General Security Agreement Release Fee:** \$105.00 (if applicable).

Early Repayment Fee: If the loan is repaid in full for any reason whatsoever within the first five (5) years from first loan advance or a principal reduction is accepted, the Borrower must pay an Early Repayment Fee calculated as three (3) months' interest on the loan balance (minimum \$300.00) on Discharge.

Break Fee (Fixed Rate Loans): If your loan is fixed and you repay early, in full or in part, we may charge you a Break Fee in addition to any other fee payable. These fees may be significant.

An example on a \$60,000.00 principal reduction would be calculated and applied as follows:

Principal reduction	=	\$60,000.00	
Fixed rate on current loan	=	10.00% p.a.	
Current rate of equivalent product	=	8.50% p.a.	
Remaining term of fixed rate period	=	2 years	
Early Repayment Fee	=	(10.00 - 8.50)% p.a. x \$60,000.00 x 2	.../11
	=	\$1,800.00	

SMSF Special Conditions

- a) La Trobe reserves the right to request confirmation of certification from an approved auditor that the Fund is a complying superannuation fund or an opinion from your lawyer that the trust deed complies with the requirements of sections 67A, 67B and 71(8) of the Act or an opinion from your financial planner that the transaction is consistent with the Fund's investment strategy and risk management strategy.
- b) On completion of the purchase of the Property, the title to the Property is to be registered in the name of Barber Property Investments Pty Ltd, being the Property Trustee.
- c) You must provide a certificate from an approved auditor (in accordance with the Regulations) on an annual basis or immediately at the request of La Trobe that the Fund is a complying superannuation fund under the Act.
- d) La Trobe acknowledges that this loan is a limited recourse facility so that: (i) La Trobe's right to recover the loan amount, interest, fees and any other amounts owing to La Trobe is limited to the Property and any rights against, or security provided by, a guarantor or other third party; and (ii) La Trobe has no recourse to any of the Fund's other assets to enforce any rights it has in relation to the loan amount, interest, fees and any other amounts owing to La Trobe.
- e) La Trobe agrees that the Property Trustee does not have any liability to La Trobe in connection with the loan amount, interest, fees and any other amounts owing to La Trobe except: (i) in its capacity as Property Trustee; and (ii) to the extent that the Property Trustee has entered into any agreement with, or provided security to, La Trobe in any capacity other than as Property Trustee.
- f) You represent and warrant to La Trobe that: (i) on completion of the purchase of the Property, you will be the beneficial owner of the Property; (ii) the Fund is validly created and existing, no circumstances exist by which it may be determined other than as set out in the trust deed for the Fund and no date within the duration of the term of the loan for the vesting of any of the Fund's assets has been appointed except in accordance with the Act or the Regulations; (iii) you are validly appointed as trustee for the Fund, are not in breach of your obligations as trustee and no circumstances exist by which you may be removed as trustee for the Fund other than as set out in the trust deed for the Fund; (iv) the loan will be opened and operated (including the execution of all related documents) pursuant to and in proper exercise of your powers as trustee for the Fund and all formalities required have been complied with; (v) the purpose of the loan and performance by you of your obligations is for a proper purpose of, and provides commercial benefit to, the Fund; and (vi) there is no dispute in relation to the Fund or the Fund's assets.
- g) It will be an Event of Default under the terms of the Securities given to La Trobe if at any time: (i) the Fund ceases to be a complying superannuation fund within the meaning of the Act; (ii) either the Fund or the Property Trustee is in breach of: (A) the Act; (B) the Regulations; (C) the trust deed of the Fund; or (D) the Property Trustee Deed; (iii) without the prior written consent of La Trobe: (A) the Property Trustee is changed; (B) in the case of a Property Trustee which is a company: (1) there is any change in the composition of the board of directors of that company; or (2) any of the issued shares of that company are transferred to a party who is not presently a shareholder of the company; (C) the Property Trustee transfers the Property to any other party; or (D) the Property Trustee holds any property other than the Property.
- h) Despite any provision in this letter or in the La Trobe Financial Loan Offer General Terms and Conditions: (i) redraw is not available on this loan; (ii) La Trobe will not exercise any right of set-off, right to combine or consolidate accounts or banker's lien against you, other than in respect of the Property; and (iii) neither this loan nor the Security are cross collateralised to any other facility of yours or any facility of any related entity (as that term is defined in section 9 of the Corporations Act 2001 (Cwth)).

SMSF Special Conditions (continued):

- i) La Trobe recommends that you obtain your own independent legal and tax advice before entering into this transaction. La Trobe makes no representation or warranty regarding the structure which has been used to purchase the Property. You acknowledge that you have made your own enquiries regarding the structure and have no claim whatsoever against La Trobe in relation to any aspect of the structure. In particular, you have no claim against La Trobe if the use of this structure in any way makes the Fund a non-complying fund under the Act or the Regulations. Notwithstanding such non-compliance, La Trobe will be able to enforce the terms and conditions of the loan and security in full.
- j) La Trobe will have the right to require revaluation of the security property at any time it considers reasonable during the term of the loan, but at least every twelve months. You will be obliged to provide all relevant information to enable the periodic valuation to be effectively undertaken.
- k) La Trobe reserves the right to seek a reduction in debt where the maximum approved LVR of 70.00% is exceeded.

This letter of offer is made subject to the General Terms and Conditions detailed in this letter and Special Conditions and terms that are specific to your loan listed below. Certain General Terms and Conditions and all of the Special Conditions and terms that are specific to your loan need to be satisfied prior to the loan being made. Where there is any divergence between the General Terms and Conditions and the Special Conditions contained in this letter, the Special Conditions will apply.

Yours faithfully



Rosemary Glasson
Credit Analyst

Special Conditions YOU must satisfy before the loan can proceed to settlement:

- a) All financial statements provided in support of this application are to be signed by the relevant directors of the company/beneficiaries of the trust as being true and correct.
- b) Receipt of Body Corporate Insurance Policy.
- c) La Trobe Financial requires evidence of sufficient funds to complete the payout of Crase Corporate Finance Loan.

Other conditions and terms of your loan which do not require any action by YOU:

- a) Receipt and review by La Trobe of the following documents: (i) trust deed of the superannuation fund (Fund); (ii) declaration of trust made by the property trustee (Property Trustee) and you in your capacity as the trustee for the Fund; and (iii) deed of guarantor (if applicable).
- b) La Trobe must be satisfied that the terms of the deed establishing the Fund allow you to: (i) borrow in accordance with section 67A of the Superannuation Industry (Supervision) Act 1993 (Cwth) (Act) and complies with the Superannuation Industry (Supervision) Regulations 1994; (ii) borrow to acquire the property described in the letter of offer (Property); and (iii) enter into an arrangement under which the title to the Property is registered in the name of the Property Trustee.
- c) La Trobe must be satisfied with the terms of the deed of declaration of trust entered into by you and the Property Trustee (Property Trust Deed).
- d) Guarantor(s) to execute a Deed of Guarantee and Indemnity (prepared by La Trobe Financial's solicitor) and obtain written independent legal advice.
- e) Lease Agreement for Lot 208, 13-15 Scott Street EAST TOOWOOMBA to be vetted by La Trobe Financial's solicitors prior to settlement.
- f) Existing loan with Crase Corporate Finance Pty Ltd to be repaid in full by this advance and borrowers contribution.
- g) Existing SMSF loan agreement to be reviewed by La Trobe Financial Solicitors for compliance with SIS Act.

PART A: Acceptance by Borrower

If you wish to accept this Letter of Offer, you should acknowledge your acceptance by signing and dating La Trobe Financial's copy of the Letter of Offer, and return it to La Trobe Financial within fourteen (14) days of receipt in the reply paid envelope.

I/We accept this Letter of Offer on the terms and conditions contained in this Letter of Offer together with the General Terms and Conditions pages, Schedule of Related Loan Charges page and Special Conditions listed, which I/we have received, which have been read and are understood. I/We agree to be bound by its Terms. I/We declare the loan will be used for the purpose(s) stated in this Letter of Offer, and make the declarations contained in this letter under the clause Borrowers and Guarantors Declarations.

I/We confirm that the terms and conditions of this Letter of Offer meet my/our immediate and longer term requirements and objectives currently held by me/us.

I/We confirm that by accepting this Letter of Offer I/we are aware of the monthly repayments and confirm that I/we are able to meet these repayments from my/our income without substantial hardship.

I/We are not aware of any factors, including claims made against me/us, ill health, disability or change in employment circumstances, which may result in a decrease in income or an increase in expenditure which may affect my/our ability to make the repayments.

I/We acknowledge that I/we have been provided with a copy of the signed application form and I/we acknowledge that the information contained in the application form is true and correct in every particular.

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

IMPORTANT

You should **only** sign this declaration if this loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

Borrower: **MTIAH Nominees Pty Ltd ATF MIH Barber Superannuation Fund**
(Please impress with company seal)

Guarantor: **Mrs Isobella-Ann Deborah Kay Barber**

Signature of Director: *[Signature]*

Signature: *[Signature]*

Date: 2.10.19.

Name of Director: **MICHAEL THOMAS BARBER**

Date: 2.10.19

Signature of Secretary: *[Signature]*

[Signature]

Name of Secretary: **MICHAEL THOMAS BARBER**

Date: 2.10.19.

Signature of Director: *[Signature]*

ISOBELLA-ANN DEBORAH KAY BARBER
Appraisal 48487

DATE: 2.10.19 .../15

ACCEPTANCE OF LETTER OF OFFER (continued)

Guarantor: Dr Michael Thomas Barber

Signature:

[Handwritten Signature]

Date:

2.10.19

Guarantor: Barber Property Investments Pty Ltd

(Please impress with company seal)

Signature of Director:

[Handwritten Signature]

Name of Director:

MICHAEL THOMAS BARBER

Date:

2.10.19

~~*~~

~~Signature of Secretary:~~

~~*[Handwritten Signature]*~~

~~Name of Secretary:~~

~~Date:~~

Signature of Director

[Handwritten Signature]

Name of Director

ISOBENNA-ANN DEBORAH KAY BARBER

DATE: 2.10.19

Signature of Secretary:

[Handwritten Signature]

Name of Secretary

ISOBENNA-ANN DEBORAH KAY BARBER

DATE: 2.10.19

PART B: Acceptance by the Security Provider

If you wish to accept this Letter of Offer, you should acknowledge your acceptance by signing and dating La Trobe Financial's copy of the Letter of Offer, and return it to La Trobe Financial within fourteen (14) days of receipt in the reply paid envelope.

I/We accept this Letter of Offer on the terms and conditions contained in this Letter of Offer together with the General Terms and Conditions pages, Schedule of Related Loan Charges page and Special Conditions listed, which I/we have received, which have been read and are understood. I/We agree to be bound by its Terms. I/We declare the loan will be used for the purpose(s) stated in this Letter of Offer, and make the declarations contained in this letter under the clause Borrowers and Guarantors Declarations.

I/We confirm that the terms and conditions of this Letter of Offer meet my/our immediate and longer term requirements and objectives currently held by me/us.

I/We confirm that by accepting this Letter of Offer I/we are aware of the monthly repayments and confirm that I/we are able to meet these repayments from my/our income without substantial hardship.

I/We are not aware of any factors, including claims made against me/us, ill health, disability or change in employment circumstances, which may result in a decrease in income or an increase in expenditure which may affect my/our ability to make the repayments.

I/We acknowledge that I/we have been provided with a copy of the signed application form and I/we acknowledge that the information contained in the application form is true and correct in every particular.

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

IMPORTANT

You should **only** sign this declaration if this loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

The mortgagor consents to the offer of loan being accepted by the borrower.

The mortgagor agrees that it is bound by the security given by it to the lender to secure the obligations of the Borrower.

Barber Property Investments Pty Ltd in its capacity as)
trustee of the Property Trust in accordance)
with the Corporations Act 2001 by being)
signed by the following officers)

Signature of Director: *Michael Thomas Barber*

Name of Director: MICHAEL THOMAS BARBER

Date: 2.10.19.

Signature of Director / Secretary: ~~*Michael Barber*~~ *Isobella Ann Deborah Kay Barber*

Name of Director / Secretary: ISOBELLA-ANN DEBORAH KAY BARBER Appraisal 48487

Date: 2-10-19.

Signature of Director: *Isobella Ann Deborah Kay Barber* 2-10-19
ISOBELLA-ANN DEBORAH KAY BARBER

DEED OF GUARANTEE AND INDEMNITY

The Guarantor(s) described in Item 1 of the Schedule ("the Guarantor") in consideration of the Lender described in Item 2 of the Schedule at the Guarantor's request making or continuing advances or otherwise giving credit or affording other financial facilities for as long as the Lender shall think fit to the person or corporation described in Item 3 of the Schedule ("the Borrower") or forbearing to sue immediately for advances, credit or financial facilities previously made, given or afforded or extending other valuable consideration to the Borrower **HEREBY COVENANT(S) AND AGREE(S)** with the Lender as follows:-

1. The Guarantor unconditionally and irrevocably guarantees to the Lender the due and punctual repayment of the Secured Moneys as defined in this document) as and when the Secured Moneys shall become due and the performance and observance by the Borrower of all covenants, obligations, terms and conditions contained or implied in the Mortgage ("the Mortgage") being the Mortgage described in Item 4 of the Schedule taken by the Lender to better secure the Secured Monies (if there is such Mortgage) **AND** the Guarantor covenants with the Lender that if and when the Borrower or any other party shall be in default in respect of the Secured Moneys or any part or in default under any covenant, obligation, term or condition contained or implied in the Mortgage (if any), the Guarantor will, on demand by the Lender, make good such default and pay all sums which may be payable in respect of the Secured Moneys as if the Guarantor were expressed to be the primary obligor.
2. This guarantee shall be binding as a continuing security on the Guarantor, his executors, administrators and legal representatives and shall not be considered as satisfied by any payment or satisfaction of the whole or any part of the Secured Moneys and shall be irrevocable and remain in full force and effect until the whole of the Secured Moneys have been paid in full notwithstanding that any negotiable instrument or other obligation is still current or has not matured or fallen due.
- 3.1 In addition to the Guarantor's liabilities under this guarantee, the Guarantor agrees to pay to the Lender on demand:-
 - 3.1.1 all Bank charges and other charges, costs and expenses of the type included in the Secured Moneys incurred during the period between the date when demand for payment is made on the Guarantor and the date of payment;
 - 3.1.2 interest on each amount referred to in Clause 3.1.1 from the date when it is incurred to the date of payment; and
 - 3.1.3 interest on the total amount for which the Guarantor is liable under this guarantee.
- 3.2 Interest payable under this Clause:-
 - 3.2.1 will be the rate which is 5% above either:-
 - (a) the base lending rate established by the Lender from time to time, or
 - (b) the rate quoted by the Lender from time to time for

the purchase of bills of exchange with a face value of \$100,000.00 and having a term of 30 days accepted by an Australian Trading Bank;whichever the Lender in its absolute discretion selects and notifies to the Guarantor in writing, such notice shall be conclusive of the rate;
 - 3.2.2 maybe calculated, compounded and turned into principal in any manner considered appropriate by the Lender in the reasonable exercise of the Lender's discretion; and
 - 3.2.3 will be payable after as well as before the Lender recovers any judgment for the interest or the amounts on which it is payable.

- 4.1 The Guarantor covenants and agrees with the Lender to indemnify the Lender and keep the Lender indemnified and hold the Lender harmless against and from any loss, damage, cost, charge or expense whatsoever in connection with or in consequence of any breach or default or attempted breach or default by the Borrower of any representations or warranties made or given to the Lender by the Borrower under any agreement or arrangement relating to the Secured Moneys including the Mortgage (if any) or in the performance or observance of any covenant included in the Mortgage and to pay any moneys due to the Lender by reason of this indemnity on demand, except where such loss, damage, cost, charge or expense arises from fraud, negligence or wilful misconduct by the Lender, the Lender's employees or a receiver appoint by the Lender.
- 4.2 Notwithstanding anything expressed or implied, to the extent that if for any reason whatsoever the covenants or provisions contained in any deed, agreement, instrument or other document in relation to all or any part of the Secured Moneys including the Mortgage (if any) may be or become void, voidable or unenforceable, or the Secured Moneys may for any reason whatsoever not be recoverable from the Borrower or the Guarantor as surety, as a separate and continuing obligation, the Guarantor indemnifies and holds the Lender harmless against and from non-payment of any moneys which would otherwise have been payable by the Borrower and non-performance or non-observance of any covenants and provisions by the Borrower as if each and every of the covenants and provisions contained in any such deed, agreement, instrument or document relating to all or any part of the Secured Moneys including the Mortgage (if any) had been wholly valid and enforceable and the Guarantor further indemnifies the Lender against all losses and costs (including legal costs on a solicitor and client basis) incurred by the Lender in attempting to recover such moneys or enforce such covenants and provisions against the Borrower, , except where such losses or, costs arises from fraud, negligence or wilful misconduct by the Lender, the Lender's employees or a receiver appoint by the Lender.
- 4.3 Clauses 5, 6.1, 9, 10, 14, 15, 22, 23, 24 & 25 in this guarantee preserving the Guarantor's liability in the circumstances set out shall apply mutatis mutandis to the indemnities set out in Clause 4.1 and 4.2.
5. In the event of this guarantee ceasing from any cause whatsoever to be binding as a continuing security on the Guarantor his executors, administrators or legal representatives, the Lender shall be at liberty without affecting its rights in this document to open a fresh account or accounts and to continue any then existing account with the Borrower and no money paid from time to time into such account or accounts by or on behalf of the Borrower and subsequently drawn out by the Borrower shall on settlement of any claim in respect of this guarantee be appropriated towards or have the effect of payment of any part of the money due from the Borrower at the time of this guarantee ceasing to be so binding as a continuing security or of the interest applying unless the person or persons paying in the money shall at the time in writing direct the Lender specifically to appropriate it to that purpose.
- 6.1 No assurance, surety or payment which may be avoided or reduced under any enactment relating to bankruptcy or liquidation and no release, settlement, discharge or arrangement which may have been given or made on the face of any such assurance, security or payment shall prejudice or affect the Lender's right to recover from the Guarantor to the full extent of this guarantee and this guarantee shall be enforceable as if such assurance, surety or payment, release, settlement, discharge or arrangement (as the case may be) had never been granted, given or made.
- 6.2 Where any security is held by the Lender for the Guarantor's liability the Lender shall be at liberty at its absolute discretion to retain such security in this guarantee for a period of seven months after the repayment of all sums that are or may be due to the Lender from the Borrower notwithstanding any release, settlement, discharge or arrangement given or made by the Lender on or as a consequence of such repayment and if at any time within the period of six months after such repayment, a petition, motion or summons shall be presented to a competent Court for the adjudication in bankruptcy or for an order for the winding up of the Borrower or the Borrower shall commence to be wound up voluntarily, the Lender shall be at liberty and notwithstanding this clause to continue to retain such security or any part for and during such

further period as the Lender in its absolute discretion shall determine. The Guarantor agrees that such securities shall be deemed to have been and to have remained held by the Lender as and by way of security for the payment to the Lender of all or any sums which shall or may become due and owing to the Lender from and by the Guarantor either under and by virtue of the terms and conditions of this guarantee in the event of and upon or after any avoidance of any assurance, security or payment under the provisions relating to bankruptcy of liquidation or under and by virtue of the provisions of this guarantee and any demand made by the Lender pursuant to such provisions.

- 7.1 As long as any of the Secured Moneys are owed by the Borrower to the Lender (whether or not the Guarantor has become liable for those moneys under this guarantee), the Guarantor shall not, except as provided in clause 7.2:
- 7.1.1 claim any set-off or make any counter-claim against the Borrower or claim the benefit of any set-off or counter-claim which the Borrower may be entitled to exercise against the Lender for any indebtedness;
 - 7.1.2 make any claim or enforce any right against the Borrower, or prove in competition with the Lender if the Borrower becomes insolvent or (where the Borrower is an individual) dies, whether in respect of any amount paid by the Guarantor under this guarantee, in respect of any other amount (including the proceeds of any security) applied by the Lender in reduction of the Guarantor's liability under this guarantee, or otherwise;
 - 7.1.3 be entitled to, or to any share in, the benefit of any security or guarantee now or subsequently held by the Lender for the Secured Moneys or any of them; or
 - 7.1.4 claim or enforce any right of contribution against any co-surety.
- 7.2 If the Guarantor has any right of proof following the insolvency of the Borrower in respect of any matter not connected with the Guarantor's rights as Guarantor, the Guarantor shall exercise that right of proof on the Lender's behalf and shall hold any dividend received on trust for the Lender to the extent of the Guarantor's liability under this guarantee. The Guarantor shall also hold on trust for the Lender to the same extent any amount received or recovered from any co-surety by virtue of any right of contribution.
- 7.3 In the event of the Borrower becoming insolvent, the Lender shall have the Guarantor's irrevocable authority to prove on the Guarantor's behalf for all moneys paid by the Guarantor under this guarantee, and to carry to a suspense account and appropriate at the Lender's discretion any dividends received until the Lender has received all of the Secured Moneys which are owing or payable, are contingently owing or payable, or may become owing or payable.
8. A certificate signed by an authorised officer of the Lender as to the amount at any time owing by either the Borrower or the Guarantor to the Lender shall be conclusive evidence as against the Guarantor, his executors, administrators and legal representatives of the amount so owing by the Borrower and the Guarantor as the case may be.
9. The Lender shall be at liberty, without affecting the Lender's rights against the Guarantor and without notice to the Guarantor and without the Guarantor's assent or knowledge, at any time, to determine, enlarge or vary any credit to the Borrower or any of the terms and conditions, to vary, exchange, abstain from perfecting or release any securities held or to be held by the Lender for or on account of the Secured Moneys including the Mortgage (if any) or any part or any of the terms and conditions, to renew bills and promissory notes in any manner and to compound with, give time for payment to, accept compositions from and make any other arrangements with the Borrower or any obligants on bills, notes or other securities held or to be held by the Lender for and on behalf of the Borrower or howsoever otherwise in relation to the Borrower's indebtedness to the Lender whether or not such compounding or the giving of time results in an increase in such indebtedness, and the validity of this guarantee and the Guarantor's liability shall not be discharged or diminished and the Guarantor shall not be exonerated by any act or omission on the Lender's part or the occurrence of any event which but for this provision, might have such effect, including, without limitation:

- 9.1 the holding or taking of additional security or the failure by the lender to perfect any security held;
- 9.2 any security becoming void, defective or informal or not being enforced or realised or being discharged or released either wholly or in part;
- 9.3 the death or insolvency of any Guarantor;
- 9.4 any person who is intended as a Guarantor failing to execute or execute properly the guarantee;
- 9.5 any change taking place in the Guarantor's legal capacity or the Guarantor's rights or obligations or the legal capacity or rights or obligations of the Borrower;
- 9.6 the fact that the Borrower is acting in any particular capacity, for example, as trustee, nominee, partnership, firm, joint owner or joint venturer;
- 9.7 any change in the persons constituting the Borrower (for example, if the Borrower were a firm or partnership any change in its membership);
- 9.8 the recovery by the Lender of any judgment against the Borrower or receipt of any dividends by the Lender in or upon the estate or assets of the Borrower;
- 9.9 the payment of any money into any account of the Borrower while the Lender is providing advances or other accommodation to the Borrower;
- 9.10 the fact that the Secured Moneys may or may not be or may cease to be recoverable from the Borrower or other person liable for any reason other than that they have been paid;
- 9.11 the release of any co-surety or the entering into of any composition with any co-surety or with the Borrower in relation to the Secured Moneys or part;
- 9.12 the Lender realising any security or part without taking reasonable care.

10. This guarantee shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Lender for all or any part of the Secured Moneys, nor shall such collateral or other security or any lien to which the Lender may be otherwise entitled or the liability of any person or persons not parties to this guarantee for all or any part of the Secured Moneys, be in any way prejudiced or affected by this guarantee. The Lender shall have full power at its discretion to give time for payment to, or make any other arrangement with, any such other person or persons without prejudice to this guarantee or any liability. All money received by the Lender from the Guarantor or the Borrower, or any other person or persons liable to pay, may be applied by the Lender to any account or items of account or to any transaction to which the same may be applicable.

11. The Guarantor has not taken in respect of the liability undertaken by the Guarantor on behalf of the Borrower, and the Guarantor will not take from the Borrower either directly or indirectly without the Lender's consent, any promissory note, bill of exchange, mortgage, charge or other counter-security whether by himself or with others or merely personal or involving a charge on any property whatsoever of the Borrower whereby the Guarantor or any person claiming through the Guarantor by endorsement, assignment or otherwise would or might on the bankruptcy or insolvency of the Borrower, and to the prejudice of the Lender, increase the proofs in such bankruptcy or insolvency or diminish the property distributable amongst the creditors of the Borrower. As regards any such counter-security which the Guarantor may have taken or may take with such consent, the counter-security shall be a security to the Lender for the fulfilment of the Guarantor's obligations and shall be deposited by the Guarantor with the Lender for that purpose.

12. The Guarantor covenants to notify the Lender as soon as the Guarantor becomes aware:

- 12.1 of any default under any deed, agreement or other arrangement relating to the Secured Moneys including the Mortgage (if any) or of any fact or matter which may materially affect the Borrower's ability to pay or repay the Secured Moneys or the Lender's ability to enforce payment of the Secured Moneys by the Borrower; and
- 12.2 of any breach or default by the Guarantor or of any fact or matter which may materially affect the Guarantor's ability to perform his obligations under this guarantee or the Lender's ability to enforce this guarantee against the Guarantor.
13. In respect of the Guarantor's liability the Lender shall have a lien on any security or other property held by the Lender on the Guarantor's account whether for safe custody or otherwise. The Lender is irrevocably authorised and empowered by the Guarantor without making prior demand, to:
- 13.1 debit any existing account of the Guarantor with the Lender; or
- 13.2 if the Guarantor has no existing account with the Lender, open an account in the Guarantor's name (which the Guarantor authorises the Lender to do) and debit that account;
- 13.3 with the outstanding balance of the Secured Moneys together with any interest, fees and costs in respect of such Secured Moneys. The overdrawn balance of that account shall bear interest at the rate set out in clause 3.
14. Where the loan is not regulated under the National Credit Code the Guarantor(s) hereby Charge(s) in favour of the Lender all the Guarantor(s) right, title and interest in all freehold property in which the Guarantor has any beneficial interest (now or during the currency of the loan) for payment of amounts owing to the Lender by the Borrower (now or during the currency of the loan) and the Guarantor acknowledges that the Lender may lodge a caveat over all such property as aforesaid pursuant to this Charge.
15. This guarantee shall be in addition to and not in substitution for any other guarantee for the Borrower given by the Guarantor to the Lender and shall not merge with or be affected by any other securities now or in the future held by the Lender from the Borrower, Guarantor or any other co-surety or any other obligation of the Guarantor to the Lender.
16. Nothing in this guarantee contained or implied shall be deemed to impose upon the Lender any obligation to give notice to the Guarantor of any default by the Borrower or to include in any demand made particulars of the default of the Borrower resulting in such demand.
- 17.1 This clause shall apply if the Borrower enters or proposes to enter into a regulated contract within the meaning of the Credit Act and this guarantee secures or would secure the Borrower's obligations under that contract.
- 17.2 The rights and remedies conferred on the Lender under or by virtue of this guarantee are in augmentation of the rights and remedies conferred on a credit provider under or by virtue of the Credit Act and, except to the extent that the Credit Act expressly otherwise requires, nothing in this clause or the Credit Act excludes, modifies or restricts a right or remedy that the Lender would have had under or in respect of this guarantee if the Credit Act had not been enacted, but this guarantee shall not be construed as excluding, modifying or restricting the operation of any provision of the Credit Act except as (and then to the full extent) expressly permitted by the Credit Act.
- 17.3 The Guarantor is not liable under this guarantee in respect of any regulated contract for an amount exceeding the sum of the amount for which the Borrower is liable under that contract and the reasonable costs of and incidental to enforcing this guarantee.
- 17.4 The Guarantor may discharge the guarantee insofar as it relates or would relate to the obligations of the Borrower under any regulated contract by notice in writing to the Lender and

the Borrower before the regulated contract is made.

- 17.5 In the case of any regulated continuing credit contract or regulated loan contract, the Guarantor may, by notice in writing to the Lender and the Borrower after the contract is made, discharge the guarantee insofar as it relates or would relate to obligations of the Borrower incurred under the contract after the notice is given.
- 17.6 Where a variation is made to the terms of a regulated loan contract, the Guarantor is not liable under this guarantee in respect of the contract for an amount exceeding the amount for which, but for the variation, the Guarantor would have been liable unless, not later than 14 days after the variation is made, the Lender gives the Guarantor notice in writing of the variation.
- 17.7 Where the Credit Act precludes the Lender from bringing proceedings under this guarantee against the Guarantor in relation to the Guarantor's liability in respect of any regulated contract:
- 17.7.1 unless or until proceedings are taken against the Borrower and the Guarantor or unless the Lender has obtained judgment against the Borrower and made written demand for satisfaction of the judgment which demand has remained unsatisfied for the prescribed period, the Lender shall not be entitled to bring proceedings until such proceedings are taken or judgment is given and demand has been made and the prescribed period of notice has expired; or
- 17.7.2 unless the Borrower is in default under the contract, the Lender has served on the Borrower and the Guarantor a notice as required by the Credit Act and such notice has not been complied with as required by the Credit Act, then the Lender shall not be entitled to institute such proceedings until such default has occurred, such notice has been served and not complied with as required.
- 17.8 In relation to the Guarantor's liability in respect of any regulated contract, the provisions of this clause are overriding provisions and every other provision of this guarantee shall be construed and interpreted subject to the provisions of this clause.
- 17.9 This clause shall not affect the Lender's rights against the Guarantor under this guarantee in respect of the Borrower's obligations arising under a contract not regulated by the National Credit Code.
- 17.10 Words and expressions used in this clause which are defined in the National Credit Code have the meanings given to them in the National Credit Code.
- 18.1 Any notice, demand, consent, or other communication required or permitted to be given by or pursuant to this guarantee shall be sufficiently given if given in writing, delivered personally or by prepaid mail:
- if to the Guarantor:
- 18.1.1 to his address as set out in Item 1 of the Schedule; or
- 18.1.2 where a new address has been notified in writing by the Guarantor to the Lender, that new address;
- if to the Lender:
- 18.1.3 marked for the attention of the Company Secretary; and
- 18.1.4 to the Lender's address as set out in Item 2 of the Schedule; or
- 18.1.5 where a new address has been notified in writing by the Lender to the Guarantor, that new address.
- 18.3 Any notice, demand, consent or other communications:
- 18.3.1 if sent by mail shall be sent by prepaid mail and shall not be deemed given until two days after the date of posting, unless actually received at the place of the recipient;

- 18.3.2 if delivered personally shall be deemed to have been given on the date of delivery, which shall be a business day; and
- 18.3.3 shall be under the common seal of the notifying party, or (where such party is an individual) under his hand; or
- 18.3.4 shall be signed by a duly appointed representative of the notifying party, which shall include a solicitor and, in the case of a corporation, a director, secretary, manager, assistant secretary, assistant manager and any person acting for the time being in any one of those offices.
- 18.4 For the purposes of this clause "business day" shall mean a day on which trading banks are open for business in the place of the recipient.
19. No person shall have authority to waive the terms of this guarantee or the Lender's rights except by formal instrument executed by the Lender.
20. In this guarantee, unless the contrary intention appears:
"the Borrower" includes the mortgagor referred to in the Mortgage (if any) and any assignees of the Borrower's interest, obligation, indebtedness or duty in or related to the Secured Moneys or part, any security given (including the Mortgage (if any)) or any contracts associated, it being acknowledged by the Guarantor that such assignments may and are capable of taking place;
"the Lender" means the person in whose favour this guarantee is given and includes any assignees of its interest;
"collateral security" includes any security granted by the Guarantor or any other person to secure the payment of the Secured Moneys or any of them;
"Secured Moneys" means all amounts now or at any time in the future falling within any of the following categories:
- 20.1 all moneys:
- 20.1.1 which are owing and payable by the Borrower to the Lender including those owing and payable under the Mortgage (if any) or otherwise;
- 20.1.2 which are owing by the Borrower to the Lender but not presently payable including those owing under the Mortgage (if any) or otherwise;
- 20.1.3 which are contingently owing by the Borrower to the Lender including those owing under the Mortgage (if any) or otherwise;
- 20.1.4 which may become owing by the Borrower to the Lender, by way of indemnity or damages or in any other way or by operation of law or equity or otherwise as a result of anything done by the Lender with the consent or at the express or implied request of the Borrower or under the Mortgage (if any);
- 20.1.5 for which the Lender is or may become liable for any reason wholly or partly of transactions between the Lender and the Borrower or under the Mortgage (if any), or transactions carried out by the Lender with the consent or at the express or implied request of the Borrower; or
- 20.1.6 which the Lender is or may become entitled to debit or charge to any account of the Borrower;
- in any manner and on any account, whether as principal debtor or surety or otherwise and whether alone or jointly with any other person;

- 20.2 all moneys which the Lender had advanced, paid or become liable to advance or pay to, for, or on account or on behalf of the Borrower or at its express or implied request, whether under the Mortgage (if any) or otherwise;
 - 20.3 the amount of any bills of exchange, promissory notes, cheques, orders, drafts or other instruments on which the Borrower has or may have any liability and which:
 - 20.3.1 have been accepted, endorsed, discounted or paid by the Lender for or on behalf of or at the express or implied request of the Borrower; or
 - 20.3.2 are held by the Lender as a result of any other transaction entered into by the Lender for or on behalf of, or at the express or implied request of the Borrower;
- whether they have matured or not;
- 20.4 stamp duties, financial institutions duties, bank account debit taxes and any other duties or taxes paid or payable by the Lender in connection with any document or transaction entered into with, at the express or implied request of, or on account of the Borrower, and charges, expenses, fees, discounts, exchanges and commissions incurred or charges in connection with any such document or transaction in accordance with the Lender's standard practice;
 - 20.5 fees and expenses incurred by the Lender in connection with the preparation, execution, stamping, enforcement, attempted enforcement or variation of this guarantee or any collateral security or the exercise of any right under this guarantee, including legal expenses on a solicitor and client basis;
 - 20.6 amounts referred to in other clauses of this guarantee as being added to or forming part of any of the Secured Moneys; and

interest due under clause 3 or turned into principal in accordance with that clause.

Words importing the singular include the plural and vice versa.

Words importing any gender include all other genders and words importing a natural person include a corporate body and vice versa.

- 21. The Lender shall be entitled to assign its interest in the indebtedness representing the Secured Moneys, this guarantee, the Mortgage (if any) and any other securities or contracts associated or part.
- 22. The Guarantor acknowledges that the Lender is and was under no obligation to disclose to the Guarantor any fact matter or thing concerning the obligations of the Guarantor, the nature or terms of the guaranteed transaction, or the Borrower and any failure on the Lender's part to disclose any such information shall not affect the Guarantor's obligations.
- 23. Where two or more persons are described in Item 1 of the Schedule as the Guarantor, the following provisions shall apply:
 - 23.1 The obligations, covenants and agreements on their part contained in this guarantee shall be binding on each of them severally and on every two or more of them jointly and if not executed or otherwise biding on any one or more of them so named will nevertheless be fully binding on the remainder of them.
 - 23.2 Each of the persons so named agrees and consents to be bound by this guarantee notwithstanding that any other who was intended to sign or to be bound by this guarantee may not do so or be effectually bound and notwithstanding that this guarantee may be invalid or unenforceable against any one or more of them whether or not the deficiency is known to the Guarantor.
 - 23.3 None of such persons shall be entitled to any of the rights or remedies of a surety as

regards the obligations of any other of them. The Lender shall be at liberty to release any one or more of them from this guarantee, to compound with or otherwise vary or agree to vary the liability of, or to grant time or other indulgence to, or make other arrangements with any one or more of the, without prejudicing or affecting the Lender's rights, powers and remedies against any of the other of them.

24. Where only one person is described in Item 1 of the Schedule the Guarantor agrees and consents to be bound by this guarantee notwithstanding that any other who was intended to sign or provide a similar or identical guarantee or to be bound by this guarantee may not do so or be effectually bound.
- 25.1 Where details of the Mortgage (if any) are included in Item 4 of the Schedule but such Mortgage is not executed or is invalid or unenforceable for any reason whatsoever, the Guarantor's obligations under this guarantee shall be unaffected and shall exist and continue as if Item 4 in the Schedule was left blank.
- 25.2 If Item 4 of the Schedule is left blank, this guarantee shall be construed as if it did not contain any reference to "the Mortgage" and, further, it shall be deemed between the Guarantor and the Lender that the Guarantor's obligations are not conditional on the execution validity or enforceability of such Mortgage.

SCHEDULE

ITEM 1:

Guarantor(s): Isobella-Ann Deborah Kay Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia and Michael Thomas Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia and Barber Property Investments Pty Ltd ACN 619 713 405 of Suite 108, 15 Scott Street EAST TOOWOOMBA QLD 4350 Australia ATF MIH Barber Superannuation Fund Bare Trust

ITEM 2:

Lender: Perpetual Corporate Trust Limited ACN 000 341 533 Australian Credit Licence number 392673
Level 18, 123 Pitt Street, SYDNEY NSW 2000 Australia

ITEM 3:

Borrower(s): MTIAH Nominees Pty Ltd ACN 130 438 541 of Suite 108. 15 Scott Street EAST TOOWOOMBA QLD 4350 Australia ATF MIH Barber Superannuation Fund

ITEM 4:

Mortgage:
(if any)

From:
Barber Property Investments Pty Ltd ACN 619 713 405 of Suite 108, 15 Scott Street EAST TOOWOOMBA QLD 4350 Australia

Security:

To:
The Lender over the land described in Certificate of Title Reference 50632650 being more commonly known as Lot 208, 13-15 Scott Street EAST TOOWOOMBA QLD 4350 Australia to secure an advance of \$395,500.00.

26. National Credit Code (if applicable)

Any provision in this guarantee which is prohibited or unenforceable under the National Credit Code will be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this guarantee or affecting the validity or enforceability of that provision under any other legislation.

27. Provisions relating to SMSF borrowing (if applicable)

27.1 Additional Definition

Holding Trustee means any entity appointed by the trustee of a self-managed superannuation fund (SMSF) to hold the legal title to real property on behalf of the SMSF.

27.2 No Indemnity

Despite any other provision of this (or any other) document or any right conferred or implied 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 Security. 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 Security and will not be entitled to claim that amount back from any other assets of the Borrower.

27.3 Recourse against the Guarantor

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

27.4 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 Holding Trustee will not transfer the Security 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).

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.

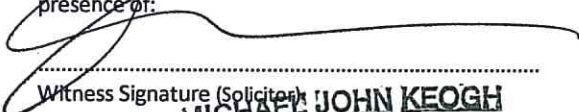
THINGS YOU MUST KNOW

- ❖ 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 this 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 advisor 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 contract document.

DATED the 2 day of OCTOBER 2019

Executed as a Deed

SIGNED by Isabella-Ann Deborah Kay Barber in the presence of:

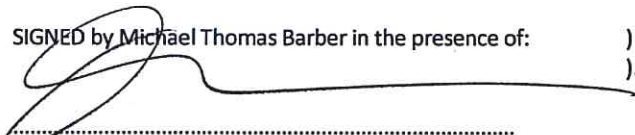


) 
.....

Witness Signature (Solicitor)
MICHAEL JOHN KEOGH
SOLICITOR

Print Name

SIGNED by Michael Thomas Barber in the presence of:



) 
.....

Witness Signature (Solicitor)
MICHAEL JOHN KEOGH
SOLICITOR

Print Name

FORM 8

Section 55 of the Code
Regulation 81 of the Regulations

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 this 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 advisor 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 contract document.

EXECUTED by Barber Property Investments Pty Ltd ACN 619 713 405 in accordance with Section 127(1) of the Corporations Act:

[Handwritten Signature]

Signature of Director

MICHAEL THOMAS BARBER

Print Name

52 BKT ST.
REDWOOD
TASMANIA

Address

)
)
)

[Handwritten Signature]

Signature of Director and Secretary

ISOBELLA-ANN DEBOON BARBER ^{KAY}

Print Name

52 BKT ST.
REDWOOD
TASMANIA

Address

Handwritten text, possibly a title or header, including the word "Introduction" and some illegible characters.

Handwritten text, possibly a list or set of notes, including the words "Introduction" and "Introduction".

Handwritten text, possibly a signature or name, including the words "Introduction" and "Introduction".

ACKNOWLEDGEMENT BY GUARANTOR

TO: Perpetual Corporate Trust Limited ACN 000 341 533

LOAN TO: MTIAH Nominees Pty Ltd ACN 130 438 541 ATF MIH Barber Superannuation Fund
("Debtor")

MORTGAGOR: Barber Property Investments Pty Ltd ACN 619 713 405
("Mortgagor")

GUARANTOR: Isobella-Ann Deborah Kay Barber and Michael Thomas Barber and Barber Property Investments Pty Ltd ACN 619 713 405 ATF MIH Barber Superannuation Fund Bare Trust
("Guarantor")

ACKNOWLEDGEMENT BY GUARANTOR

(Please answer the following questions by writing your reply in the right-hand column)

	COMPLETE -YES/NO
1. Have you received copies of the documents described under the heading "Security Documents" below?	Yes
2. Have you been given an opportunity to read those Security Documents?	Yes.
3. Have the Security Documents been fully explained to you by your solicitor?	Yes.
4. Do you understand the effects of the Security Documents and the consequences to you if the Debtor defaults on his/her/their obligations to Perpetual Corporate Trust Limited	Yes.
5. In particular, do you understand that if the Debtor fails to pay all of the moneys due by the Debtor to Perpetual Corporate Trust Limited then Perpetual Corporate Trust Limited will be entitled to sell your property to recover the moneys due to it?	Yes.
6. Was this acknowledgement read and signed by you BEFORE you signed the Security Documents?	Yes.

Security Documents:

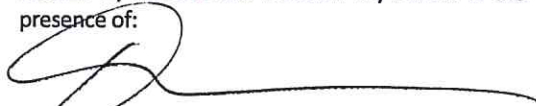
Mortgage including Memorandum of Common Provisions Number 717818826
Deed of Guarantee and Indemnity including "Things you should know about guarantees"
Loan Offer

WE confirm the accuracy of the answers to the above question and acknowledge that Perpetual Corporate Trust Limited will be relying on these answers in making the loan or giving the facility which is to be secured by the mortgage to the Debtor

I/We request **Perpetual Corporate Trust Limited** to make this loan/give this facility to the Debtor.

DATED the 2 day of October 2019


SIGNED by Isobella-Ann Deborah Kay Barber in the presence of:


.....
Signature of witness

.....
Name of witness **MICHAEL JOHN KEOGH**
.....
Qualification (Solicitor) **SOLICITOR**

) 
.....

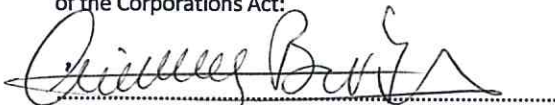
SIGNED by Michael Thomas Barber in the presence of:


.....
Signature of witness

.....
Name of witness **MICHAEL JOHN KEOGH**
.....
Qualification (Solicitor) **SOLICITOR**

) 
.....

EXECUTED by Barber Property Investments Pty Ltd
ACN 619 713 405 in accordance with Section 127(1)
of the Corporations Act:


.....
Signature of Director

.....
Print Name **MICHAEL THOMAS BARBER**

.....
Address **52 EAST ST.
REDWOOD
TRENWORTH**

)
)
)
)

.....
Signature of Director/Secretary

.....
Print Name **ISOBELLA ANN DEBORAH KAY BARBER**

.....
Address **52 EAST ST.
REDWOOD
TRENWORTH**

Declaration by Guarantor

We, Isobella-Ann Deborah Kay Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia and Michael Thomas Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia, in our personal capacities and as the directors of Barber Property Investments Pty Ltd ACN 619 713 405 of Suite 108, 15 Scott Street EAST TOOWOOMBA QLD 4350 Australia ("the Company"),

DO SOLEMNLY AND SINCERELY DECLARE AS FOLLOWS:

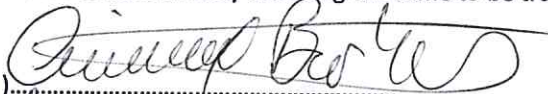
1. We and the Company are the Guarantors for the Borrower named in certain loan and security documents between MTIAH Nominees Pty Ltd ACN 130 438 541 ATF MIH Barber Superannuation Fund and Perpetual Corporate Trust Limited relating to property located at Lot 208, 13-15 Scott Street EAST TOOWOOMBA QLD 4350 Australia.
2. We have received independent legal advice regarding the loan and security documents referred to in paragraph 1.
3. We ~~have~~ / have not (*delete as applicable) received independent financial advice regarding the loan and security documents referred to in paragraph 1.
4. After receiving that advice, we have freely and voluntarily signed the following documents and understand our legal and financial obligations:

(*Specify the documents produced for signature)

- (a) Mortgage of Land 50632650
- (b) Memorandum of Common Provisions Number 717818826
- (c) Statutory Declaration by guarantor
- (d) Deed of Guarantee and Indemnity
- (e) Acknowledgement by Guarantor
- (f) Loan Offer
- (g) Disbursement Authority
- (h) Deed of Confirmation of Property Trust
- (i) Deed of Undertaking
- (j) Statutory Declaration (Property Trust Deed)

AND WE MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the Oaths Act 1867.

Signed by the said declarant
in the State of Qld
the 2 day of October 2019


.....
Isobella-Ann Deborah Kay Barber

Before me: 

.....
(Signature of witness)

Print full name: MICHAEL JOHN KEOGH

Address: 160 HUME ST TOOWOOMBA QLD

Qualification:

(Solicitor)

DECLARATION BY BORROWER

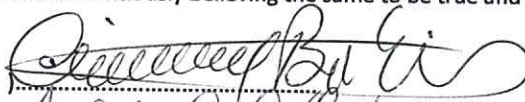
We, Isobella-Ann Deborah Kay Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia and Michael Thomas Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia being directors of MTIAH Nominees Pty Ltd ACN 130 438 541 of Suite 108. 15 Scott Street EAST TOOWOOMBA QLD 4350 Australia ("the Company") authorised to make this declaration on its behalf,

DO SOLEMNLY AND SINCERELY DECLARE AS FOLLOWS:

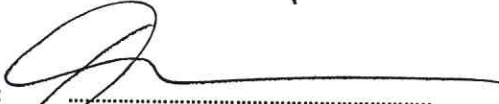
1. The Company ATF the MIH Barber Superannuation Fund is the borrower named in certain loan and security documents in favour of Perpetual Corporate Trust Limited relating to property located at Lot 208, 13-15 Scott Street EAST TOOWOOMBA QLD 4350 Australia.
2. We ~~have~~/ have not (** Borrower to delete as applicable*) received independent legal advice regarding the loan and security documents referred to in paragraph 1.
3. We ~~have~~/ have not (** Borrower to delete as applicable*) received independent financial advice regarding the loan and security documents referred to in paragraph 1.
4. After receiving that advice/ we have freely and voluntarily signed the following documents and understand the Company's legal and financial obligations:
(*Specify the documents produced for signature)
 - (a) Mortgage of Land contained in Certificate of Title Reference 50632650
 - (b) Memorandum of Common Provisions Number 717818826
 - (c) Statutory Declaration as to land
 - (d) Declaration by Borrower
 - (e) Loan Offer
 - (f) Disbursement Authority
 - (g) Statutory Declaration (Superannuation Fund Deed)
 - (h) Deed of Confirmation of Property Trust
 - (i) Deed of Undertaking

And WE MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the Oaths Act 1867.

Signed by the said declarant
in the State of Qld
the 2 day of October 2019


Isobella-Ann Deborah Kay Barber

Before me:


(Signature of witness)

Print full name: MICHAEL JOHN KEOGH

Address: 160 HUME ST TOOWOOMBA QLD

Qualification:
(Solicitor)

STATUTORY DECLARATION

We, Isobella-Ann Deborah Kay Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia and Michael Thomas Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia do hereby solemnly & sincerely declare as follows:-

1. We are directors of Barber Property Investments Pty Ltd ACN 619 713 405 and are authorised to make this Statutory Declaration on its behalf.
2. Barber Property Investments Pty Ltd ACN 619 713 405 is, or is about to be, entitled to be the registered proprietor of the land known as Lot 208, 13-15 Scott Street EAST TOOWOOMBA QLD 4350 Australia being the whole of the land comprised in Certificate of Title Reference 50632650 which will constitute a first security for the loan from Perpetual Corporate Trust Limited. ("Bank").
3. On draw-down of the loan, the property will be free from all other encumbrances and the Bank's mortgage will constitute a first security over the property.
4. Neither Barber Property Investments Pty Ltd ACN 619 713 405, nor to the best of our knowledge, any predecessor in title, has received any notice or requisition from any government or local government authority in relation to the property.
5. Neither Barber Property Investments Pty Ltd ACN 619 713 405 nor, to the best of our knowledge, any predecessor in title has been bankrupt or insolvent.
6. We are not aware of any easements or other rights, encumbrances or interests affecting the property that are not disclosed by the certificate of title.
7. (i) Who is currently in occupation of the property and by what right?
YAVEN DENTAL GROUP PURSUANT TO LEASE
(ii) Who will be in occupation of the property and by what right following loan settlement?
AS ABOVE
(iii) Provide details of persons (beneficiaries) with an ownership interest in the property but are not or will not be registered on the Title to the property. (if inapplicable complete by declaring "not applicable")
N/A
(iv) Detail the terms of any occupancy, lease or tenancy agreement with any person that is or will be occupying in or on any part of the property.
SIGNED LEASE PREVIOUSLY PROVIDED
8. We are not aware of any dispute, claim or proceedings in respect of the property.
9. We declare that the property is not within an area bought into the Urban Growth Boundary or equivalent by any State regulation, ordinance, by-law or order in or after 2005 and that the property is not subject to any Growth Areas Infrastructure Contribution or equivalent.

We further declare that in the event the property is declared within the Urban Growth Boundary or equivalent we will guarantee and indemnify the Bank against any such Contribution or equivalent should it be imposed at any time.
10. All local council rates, water rates, State Land Tax and all other rates and taxes assessed or affecting the property have been paid to date and no such rates or taxes are outstanding.
11. All requirements of the local council, the water authorities and all other relevant governmental authorities with regard to subdivision or erection, extension, alteration or use of any building on the property have been complied with.
12. We are not aware of any latent defects, seepage problems, soil instability, structural faults or structural weaknesses, infestation by insects or dry rot or any other adverse matters or things relating to the property or to any building, structure or other improvements or things on the property.
13. The use to which the property is presently put is lawful and is in conformity with the uses permitted by the zoning that relates to the property.
14. No notice of resumption or realignment affecting the property has been issued and we have not received any indication that such a resumption or realignment is contemplated.
15. The property is not within a declared drainage problem area, development control area, development area or other restricted area under any municipal, State or Federal Act, regulation, ordinance, by-law or order.
16. Barber Property Investments Pty Ltd ACN 619 713 405 has not received any notice prohibiting the use or enjoyment of the property for that which is intended.
17. The property is not and has not been subject to flooding.
18. We are not aware of any facts or circumstances that could result in an adverse effect on the value of the property.
19. Barber Property Investments Pty Ltd ACN 619 713 405 has not been notified, been made aware nor has any other reason to believe that:-

- (i) The property is included or steps have been taken to include the property in the Contaminated Sites Register published by the Environmental Protection Authority ("EPA");
- (ii) The property is currently being audited by the EPA as to the environmental health of the land, air or water; and
- (iii) The property is the subject of any pollution or contamination by industrial or other waste, pollutant or any other similar substance.

20. We acknowledge receipt of a copy of the Memorandum of Common Provisions 717818826

AND WE HEREBY acknowledge and accept that the estimate of disbursements is reasonable. We confirm our understanding that DWF Melbourne will waive the solicitors entitlement to demand any further monies for payment of disbursements if the said sum is sufficient to meet the actual disbursements. We authorise DWF Melbourne to appropriate the unexpended disbursements funds as charged without the need to provide us with an amended account if the said sum is more than the actual disbursements incurred and Barber Property Investments Pty Ltd ACN 619 713 405's agreement of these terms and authority is evidenced by our signature below.

AND WE, ON BEHALF OF Barber Property Investments Pty Ltd ACN 619 713 405, HEREBY authorise and direct the Bank's Solicitors to deduct from the loan their disbursements and to date and complete the documents executed by us in relation to the loan as may be required to give effect to the agreed terms and conditions of the loan.

AND Barber Property Investments Pty Ltd ACN 619 713 405 HEREBY authorises and directs the Bank's Solicitors to date and complete the documents executed by it in relation to the loan as may be required to give effect to the agreed terms and conditions of the loan.

AND WE MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the Oaths Act 1867.

DECLARED at TOOWOOMBA
 in the State of Queensland
 this 2 day of October
 2019

) [Signature]
) [Signature]
) [Signature]

Before me: [Signature]
 (Signature of witness)

Print full name: MICHAEL JOHN KEOGH

Address: 160 HOME ST TOOWOOMBA SOLICITOR

Qualification:

(See the attached list of qualified witnesses)

Notice to Approved Witnessing Officer

Due to recent legislative changes, as a witness to the execution of a Land Titles Document you have certain obligations.

These obligations are set out below;

- First take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
- Have the individual execute the document in your presence; and
- Not be a party to the instrument

As the relevant Mortgagee we are also required to take reasonable steps to properly identify the Mortgagor/s. Under the Legislation we are required to arrange for a 100 Point identification Check to be carried out by the Approved Witnessing Officer. The Identification Checklist and requirements are included in this Witness Certificate. Please ensure that you carry out in the proper fashion the 100 point identification check and complete and sign the Certificate at the end of this document.

We will require a certified copy of all documents you use to satisfying the 100 Point Identification Check.

(Note: Please take a photocopy of this document for your own records to support satisfaction of your obligations under the relevant Land Titles Act).

The following people are authorised to witness Statutory Declarations

QLD	<ul style="list-style-type: none"> ➤ A Notary Public ➤ A Justice of the Peace ➤ A Commissioner for Declarations or for taking Affidavits ➤ A Barrister ➤ A Solicitor
------------	---

If the documents are executed outside Australia, the following can witness the documents:

Outside Australia	<ul style="list-style-type: none"> ➤ Ambassador ➤ High Commissioner ➤ Minister ➤ Head of Mission ➤ Commissioner ➤ Charge D'Affaires 	<ul style="list-style-type: none"> ➤ Counsellor or Secretary at an Embassy, High Commissioner's Office, Legation or other post ➤ Consul ➤ Vice – Consul ➤ Trade Commissioner ➤ Consular Agent
--------------------------	---	--

Witness Checklist

1.	Carried out 100 Point Identification Check	<input checked="" type="checkbox"/>
2.	Photocopied and certified all identification provided in satisfaction of the 100 Point Identification Check	<input checked="" type="checkbox"/>
3.	Completed Page 4 Witness Certificate and signed	<input checked="" type="checkbox"/>
4.	Same day return in an express post envelope all signed documents including certified copies together with the original 4 pages of this document	<input checked="" type="checkbox"/>
5.	Copies of all documents retained for my own record	<input checked="" type="checkbox"/>

Witnessing Certificate

Including 100 Point Identification Check

Each Mortgagor must complete a 100 Point Identification Check by taking original documents to the value of 100 points to an Approved Witnessing Officer. (Note: Approved Witnessing Officers are detailed on Page 3 of this document).

Your Approved Witnessing Officer will also require a photocopy of the original documents to enable a certified copy of the original documents to be taken. You must return a certified copy of the documents used to satisfy the 100 point identification check to our office with your signed mortgage documents.

Acceptable forms of Identification

Documents you can use for identification purposes must be current and contain your full name.

At least one item of identification must include both a photograph and signature.

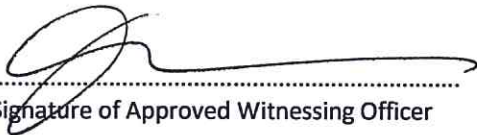
Note. This list of acceptable identification is a guide only. Should you have difficulties providing 100 points from the list below please contact our office directly on 03 9614 4538

DOCUMENT	POINTS	TICK
Primary Documents (Note: You may select ONE ONLY from this list).		
<ul style="list-style-type: none"> ➤ Birth Certificate ➤ Certificate of Citizenship (Australian Only) ➤ Current Passport 	70	✓
Drivers Licence (Note. Must contain full name, expiry date, a photograph or signature)		
<ul style="list-style-type: none"> ➤ Renewed, interim, provisional, truck or learners ➤ Other acceptable government issued licence include Boat, Gun or Pilot 	40	✓✓
Public Service Employee Identification Card (Note: Must contain full name, a photograph or signature)	40	
Pension or Government Health Card (Reference No required, must also contain full name , a photograph or signature)	40	
Identification card issued to a student of a tertiary education institution. (Note: Must contain full name, a photograph or signature)	40	
Letter from Current Employer (Note: Must be on letterhead or company seal affixed. Both employer and employee's signature must be on the letter and Name and Address of the Employee)	35	✓
Medicare Card	25	✓✓
Financial Institute Credit Card, Cash Card or Passbook (Note. Only one current card/passbook can be accepted from each financial institution. You may supply details from several different institutions)	25	
Rating Authorities (Note: Rates Notices must be current and provide the Title Lot and Plan details or title particulars)	25	
Public Utility (Water rates notice, electricity , gas or phone account – no mobile accounts)	25	
Statement from Landlord, Managing Agent or Owner of customer premises. You will be required to take the letter together with rental contract or rent receipt with you	25	
Name and address of the signatory verified from the records of a public utility or the electoral roll compiled by the Australian Electoral Office and available for public scrutiny	25	
TOTAL POINTS		

CERTIFICATE BY APPROVED WITNESSING OFFICER

I, MICHAEL JOHN KEOGH
of 160 HOME ST. TOONBOOMBA
in the State of QLD. confirm as follows:

1. I am an Approved Witnessing Officer according to the list on Page 3 of this document.
2. I have been requested to witness the execution of the enclosed Mortgage documents (the documents).
3. Prior to witnessing the documents I carried out and satisfied the requirements of the 100 Point Identification Check with respect to the person named in Schedule A below.
4. I have sighted the originals of all documents provided in satisfaction of the 100 Point Identification check and herewith provide certified copies of those original documents to the mortgagee named in Schedule A below.


Signature of Approved Witnessing Officer

Print Full Name MICHAEL JOHN KEOGH
Qualification SOLICITOR
Qualification Number (if applicable) _____
Date 2.10.19.

SCHEDULE

Borrowers (s): MTIAH Nominees Pty Ltd ACN 130 438 541 ATF MIH Barber Superannuation Fund

Mortgagor(s): Barber Property Investments Pty Ltd ACN 619 713 405

Guarantors (s): Isobella-Ann Deborah Kay Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia and Michael Thomas Barber of 52 East Street EAST TOOWOOMBA QLD 4350 Australia and Barber Property Investments Pty Ltd ACN 619 713 405 of Suite 108, 15 Scott Street EAST TOOWOOMBA QLD 4350 Australia ATF MIH Barber Superannuation Fund Bare Trust

Mortgagee: Perpetual Corporate Trust Limited 000341533

Security: Lot 208, 13-15 Scott Street EAST TOOWOOMBA QLD 4350 Australia

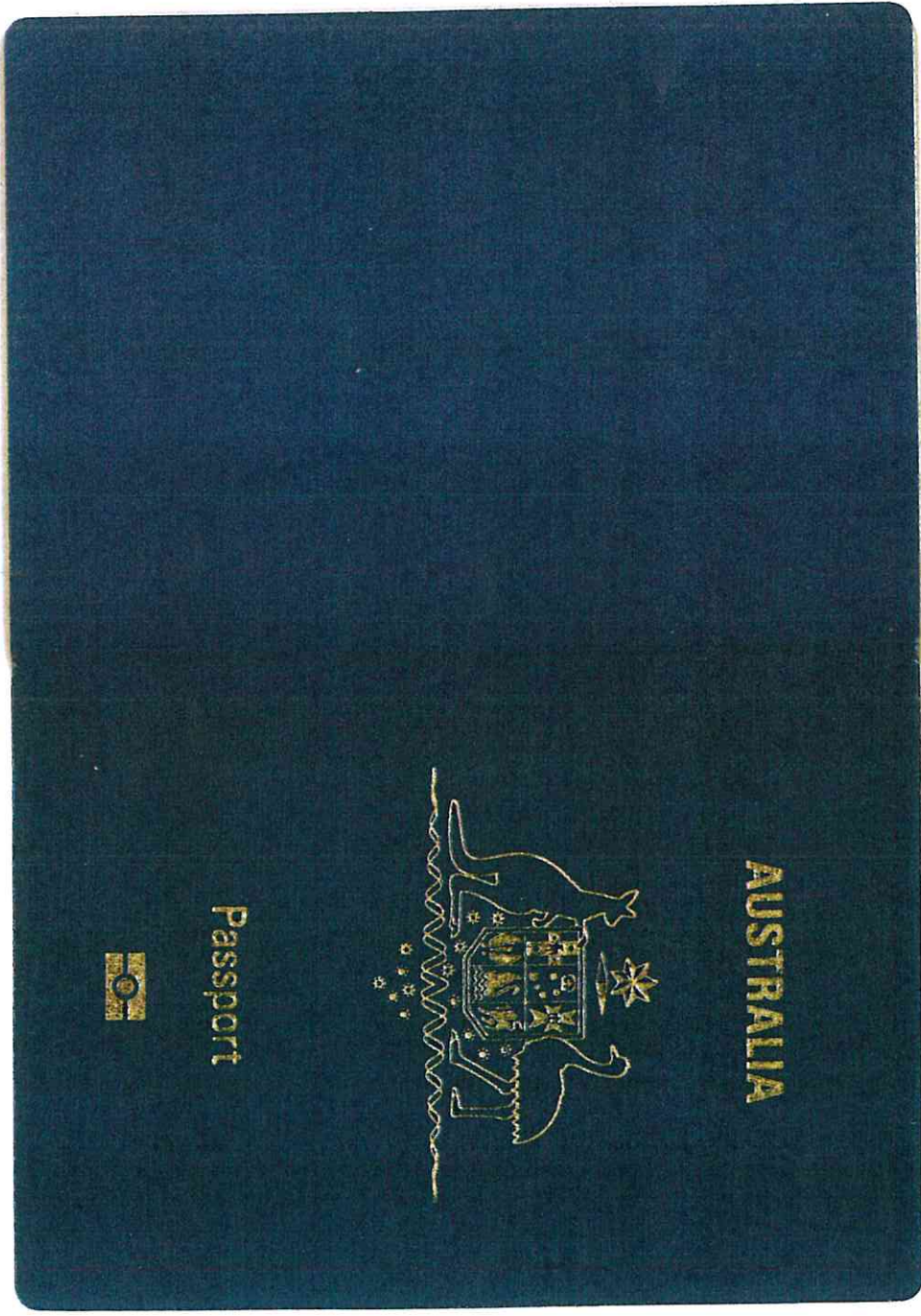
Loan Amount: \$395,500.00

This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19

Subject of the Passpor

MICHAEL JOHN KEOGH SOLICITOR



This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19

Subject of the Passpor

MICHAEL JOHN KEOGH SOLICITOR

52 EAST STREET
REDWOOD 4350

Update your information at:
www.qld.gov.au/changeaddress



Drive Safely

Card number
E962EA8A59



1000000000000000

This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19

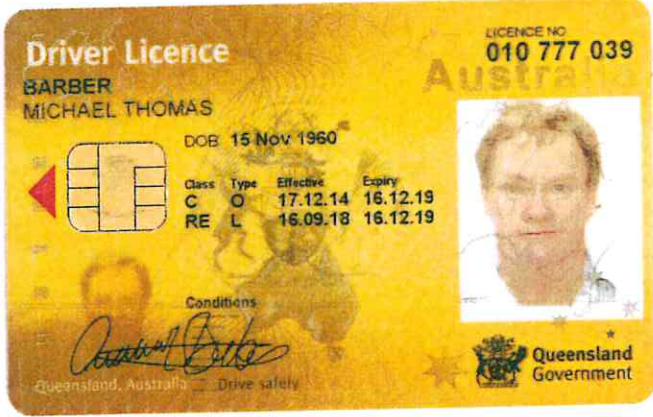
Justice of the Peace
MICHAEL JOHN KEOGH
SOLICITOR



This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19

Justice of the Peace
MICHAEL JOHN KEOGH
SOLICITOR



This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19

Justice of the Peace
MICHAEL JOHN KEOGH
SOLICITOR



This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19

Justice of the Peace
MICHAEL JOHN KEOGH
SOLICITOR



Justice of the Peace
MICHAEL JOHN KEOGH
SOLICITOR

This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19
 MICHAEL JOHN KEOGH
 JUSTICE OF THE PEACE
 SOLICITOR



This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19
 MICHAEL JOHN KEOGH
 JUSTICE OF THE PEACE
 SOLICITOR



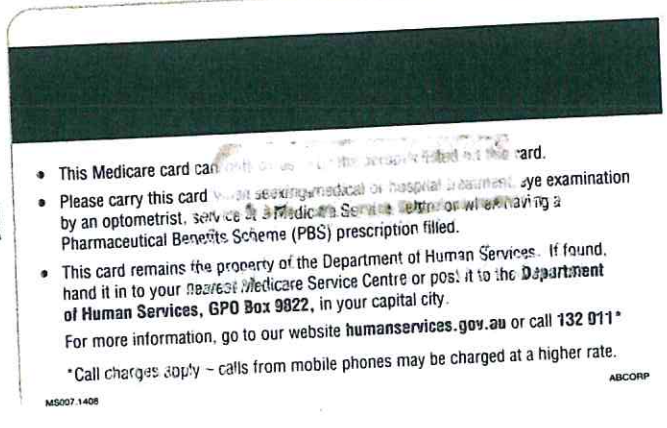
This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19
 MICHAEL JOHN KEOGH
 JUSTICE OF THE PEACE
 SOLICITOR



This is to certify that this is a true copy of the original document/s which I have sighted.

Signed Date 2.10.19
 MICHAEL JOHN KEOGH
 JUSTICE OF THE PEACE
 SOLICITOR



Independent Solicitor's Certificate

For use in certification where the Person(s) signing is a third party guarantor, surety mortgagor, or indemnifier for the principal borrower.

Warning

Practitioners should be aware that provision of a false certificate is likely to result in refusal of indemnity by Lexon Insurance if a claim results. Your professional indemnity policy excludes cover where liability is brought about by fraud or dishonesty. A certificate which falsely states that advice has been given will ordinarily be treated as falling within that exclusion.

Part A

To: Perpetual Corporate Trust limited

This certificate is provided by: MICHAEL JOHN KEORH
of 160 HUME ST. TOONDOOMBA QLD

A solicitor holding a current unrestricted Practising Certificate under the *Legal Profession Act 2007* and not acting for you or any other party in this transaction including: MITIAH NOMINEES PTY LTD ATF
MIAH BARBER SUPERANNUATION FUND (full names) (Borrower)

I have been asked to interview: MICHAEL THOMAS BARBER, ISOBELLA-ANN DEBENT
KAY BARBER IOR AND AS DIRECTORS OF BARBER (Guarantor)
PROPERTY INVESTMENTS P/L

I have been provided with the following documents:

- 1: LETTER OF OFFER
- 2: DEED OF GUARANTEE & INDEMNITY
- 3: NOTICE OF APPROVED WITNESSING OFFICER
- 4: STATUTORY DECLARATION.
- 5:
- 6:

(Documents)

Part B: Explanations and advices given by the certifying solicitor

I certify that in the absence of the Borrower and before the Guarantor signed any of the Documents, I explained to the Guarantor:

- the general nature and effect of the Documents;
- that if the Borrower defaults in payment or in other obligations to you the Guarantor would be liable to make good the default which could involve all amounts owed by the Borrower to you and substantial arrears of interest and costs;
- that in certain circumstances the Guarantor would be liable even if the Borrower is not liable to pay; and
- that the giving of a guarantee involves considerable risk, including the risk of losing any security, property and other assets and requires very careful thought.

And I advised the Guarantor:

- that the Guarantor should carefully consider the financial risks involved in giving the guarantee and in particular:
 - the level of risk that the Borrower will default in the repayments; and
 - the ability of the Guarantor to make good any default including arrears of interest and costs which might significantly exceed the current size of the debt.
- that the Guarantor should make enquiries about:
 - the risk involved in any business the Borrower is undertaking with the proposed loan;
 - the risk of the Borrower defaulting;
 - the possible extent of any default which the Guarantor may have to meet; and
 - the adequacy of any security being given by the Borrower or others and the likely level of exposure of the Guarantor.
- that if the Guarantor were in any doubt as to the level of financial risk involved, the Guarantor should obtain independent financial advice before signing the Documents.

Part C: Excluded advice

I informed the Guarantor in very clear terms that I was not expressing any opinion or advising on:

- the viability of the transaction which the Borrower was undertaking; or
- the Borrower's ability to make the required payments to you; and
- the Guarantor's (client's) ability to make payment to you.

Part D: Statements by the persons signing documents

Following the above explanations the Guarantor stated to me that:

- the Guarantor had read the Documents and understood the general nature and effect of the Documents;
- my advice as to the obligations and risks involved in signing the Documents was understood; and
- the Documents were signed freely, voluntarily and without pressure from the Borrower or any other person.

Part E: Identification of persons signing documents

The Guarantor produced to me the following evidence of identification:

- 1 DRIVER'S LIC. NO 010 777 039 (DR. M.T. BARBER)
- 2 DRIVER'S LIC. NO: 033 695 490 (MRS. IADK BARBER)
- 3

Part F: Translation/interpretation

An independent interpreter, Mr/Mrs/Ms

was present at this interview with the Guarantor and interpreted the statements made by all persons present. A certificate by the interpreter is held by me.

Solicitor's Certificate

I certify the above information. During my interview with the Guarantor, including giving advice as specified in Part B and when I witnessed the Documents, the Borrower was not present.

Signed:

Dated:

2.10.19

Guarantor's Certificate

We certify that:

- we have been handed a copy of this Certificate;
- we have read this Certificate;
- we are the Guarantor named in this Certificate; and
- the above information is true.

Signed:

Dated:

2-10-19

2-10-19.

Explanation to Guarantor Certificate by Translator/Interpreter

To: _____

of _____ (Lender)

1 This certificate is provided by:
 Name: _____
 Address: _____
 Occupation: _____
 I am over the age of 18 years.

2 On the _____ day of _____ 20____
 I attended a conference at the office of _____ (Solicitor)
 at _____

3 Present at the conference were _____ (the guarantor)
 and _____

4 I spoke to the Guarantor in the _____ language and I established that is his/her customary language.

5 I am fluent in the English language and the _____ language and am competent to translate between both those languages.

6 I translated all the Documents from the english language to the _____ language and am competent to translate between both those languages.

7 During the conference, and before any Documents were signed, I translated all statements made by the solicitor and _____
 from the English language to the _____ language and I translated all statements made by the Guarantor from the _____ language to the English language.

8 I am independent of the Borrower and the Lender and I have no interest in this transaction.

Signed: _____
 Dated: _____

Form of acknowledgment given by the guarantor/surety to the certifying solicitor

This acknowledgement is provided by me US MICHAEL THOMAS BARBER (name)
 of 52 EAST ST. REDWOOD TOWNBUSH QLD (address)
dentist specialist / COMPANY DIRECTOR (occupation)
 to (certifying solicitor) MICHAEL JOHN KEOWA (called 'the Solicitor')
 of KEOWA & CO LAWYERS
160 HUME ST. TOWNBUSH QLD (firm name and address).

- I acknowledge that:
- the solicitor has signed a certificate at my request;
 - my name and address is correctly recorded above on the certificate given by the solicitor and I have provided proof of my identity in the manner recorded in the certificate;
 - I did attend the office of the certifying solicitor on the date recorded in the certificate for the purposes of receiving legal advice on the nature and effect of the documents referred to in the certificate;
 - I have received the explanations referred to and have stated to the solicitor that I understood those explanations;
 - the matters recorded in the certificate are true and correct;
 - I confirm these matters by my signature to this acknowledgment and to the Certificate;
 - a translator was present and translated all written and spoken words to me and my response; or
 - a translator was not required by me as I have an adequate command of the English language.

Dated the 2nd day of OCTOBER 2019

Signed: Michael Thomas Barber Isobella Ann Deborah Kay Barber



Queensland Law Society, GPO Box 1785, Brisbane Qld 4001
 f 07 3221 2279 (credit card payments only) | p 1300 367 757 | info@qls.com.au
 For more information visit qls.com.au | ABN 33 423 389 441

CHANGE OF NAME

New South Wales
Real Property Act 1900

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

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

(A) TORRENS TITLE

1/SP99068

(B) REGISTERED DEALING

Number	Torrens Title
--------	---------------

(C) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference: <input type="text"/>	CN

(D) REGISTERED PROPRIETOR

Whose name is to be changed; show the name as it currently appears on the Torrens Title

M & I BARBER INVESTMENTS PTY LTD.

(E) NEW NAME

Of the above registered proprietor in full

M & I BARBER INVESTMENTS PTY LTD.

(F) The registered proprietor of the above land applies to have its new name recorded in the Register in respect of that land ~~???~~ and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) **STATUTORY DECLARATION BY THE APPLICANT***

I, **MICHAEL THOMAS BARBER** being the sole director of **M & I BARBER INVESTMENTS PTY LTD**

- solemnly and sincerely declare that—
1. I am ~~other~~ ~~delete 'other'~~ and supply details authorized to make this declaration
 2. ~~on~~ ~~at~~ ~~in~~ ~~SELECT~~ >>> >>> >>> >>> >>>
 3. The registered proprietor is incorrectly shown on title as **M & I BARBER INVESTMENTS PTY LTD**, the correct name of the registered proprietor is to be **M & I BARBER INVESTMENTS PTY LTD**

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at TOONDOOMBA in the State of Queensland State of New South Wales on 2 OCTOBER 2019
 in the presence of MICHAEL JOHN KEOGH of 160 HOME ST. TOONDOOMBA,
 Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify] _____

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ _____ [Omit ID No.]

Signature of witness: _____ Signature of applicant: Michael Barber

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

(H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 1912080 Full name: _____ Signature: _____

CHANGE OF NAME

New South Wales
Real Property Act 1900

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

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

(A) **TORRENS TITLE**

(B) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference: <input type="text"/>	CN

(D) **REGISTERED PROPRIETOR**

(E) **NEW NAME**

(F) The registered proprietor of the above land applies to have its new name recorded in the Register in respect of that and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) **STATUTORY DECLARATION BY THE APPLICANT***

I, MICHAEL THOMAS BARBER being the sole director of M & I BARBER INVESTMENTS PTY LTD solemnly and sincerely declare that—

1. I am ~~other~~ ~~and supply details~~

2. ~~on~~ ~~at~~ in ~~SELECT~~

~~I married~~

3. The registered proprietor is incorrectly shown on title as M&I BARBER INVESTMENTS PTY LTD, the correct name of the registered proprietor is to be M & I BARBER INVESTMENTS PTY LTD

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at in the ~~State of New South Wales~~ on

in the presence of of .

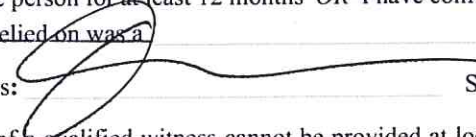
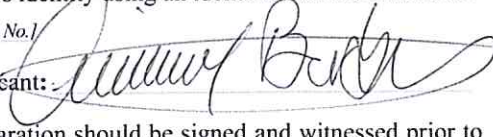
Justice of the Peace (J.P. Number:) Practising Solicitor

Other qualified witness [specify] _____

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~

2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ [Omit ID No.]

Signature of witness:  Signature of applicant: 

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

(H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

