

Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

Commercial SuperCredit Loan Agreement and Guarantee Schedule

The information in this Schedule is current as at 19 December 2019 (the disclosure date)

This document and the Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions annexed to this schedule contains all the contract terms of *your* loan. These do not, however, contain all the information that we are required by law to give *you*. Please ensure *you* read and understand all the documents we provide.

CUSTOMER(S): Stuart Crossley and Sharon Stephenson As Trustee(s) For The Crossley Stephenson Superannuation Fund		Group Loan no: 3233032
Loan Amount	\$675,000 made up of:	
	• estimated fees and charges included in the <i>loan amount</i> (see below)	\$11,741.90
	• estimated balance (payable to <i>you</i> or at <i>your</i> direction)	\$663,258.10
Interest Rate	The <i>interest rate</i> that applies to <i>your</i> loan is a variable rate. That <i>interest rate</i> is <i>our interest rate</i> which applies to similar variable rate loans. That <i>interest rate</i> is 6.75% per annum at the date of this schedule.	
Loan term	30 years commencing from and including the <i>settlement date</i> .	
Repayments	An interest only period applies for a period of 60 months commencing from the settlement date. During the interest only period you must make consecutive monthly interest only repayments calculated in accordance with the terms and conditions of \$3,826.87 which includes the \$30 per month service fee. After the interest only period you must make consecutive monthly principal and interest repayments over the remainder of the loan term of \$4,693.65 each, and a final repayment of \$4,693.65 which includes the \$30 per month service fee. You must pay us the total amount owing on the date the final repayment is due, being the last day of the loan term, or, if you default, on the date it becomes due for payment under clause 7 of the attached standard Terms and Conditions.	

SECURE FUNDING PTY LTD FEES AND CHARGES	Included in loan amount	Payable by you
These fees and charges are payable in connection with this agreement.		
Payable to us:		
Agency Fee – payable on or before the <i>settlement date</i> to our settlement agent if settlement takes place outside of the central business district.	Not Ascertainable	\$0.00
Application Fee – As already paid.	\$0.00	\$795.00
Establishment Fee – payable on or before the <i>settlement date</i> .	\$6,750.00	\$0.00
Bank Cheque Charges – payable on or before the <i>settlement date</i> .	\$15.00 per cheque required by you	\$0.00
Bank Fee to transfer moneys into our solicitor's trust account or your account if required on the <i>settlement date</i> – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Discharge Administration Fee – payable whenever you request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by us regardless of whether such discharge actually occurs.	\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges we incur when the <i>total amount owing</i> is repaid in full.	\$0.00	Not Ascertainable
Document Preparation Fee – payable on or before the <i>settlement date</i> .	\$695.00	\$0.00
Search Fees including both external searching costs and general administrative costs in relation to property, company or credit searches and this fee may be retained in whole or in part – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Settlement Fee - payable on or before the <i>settlement date</i> .	\$595.00	\$0.00
Service Fee – payable on your loan monthly in arrears and included in your repayments.	\$0.00	\$30.00
SMSF Review Fee – payable to us on or before the <i>settlement date</i> for each Trust included in a loan application and in relation to the additional processing and the additional documentation required (including vetting the Trust Deed).	\$695.00	\$0.00
Valuation Fee – payable on or before the <i>settlement date</i> .	\$0.00	\$1,430.00
Government charges		
Payable to the Government Revenue Office in Queensland (indicative only and to be advised before settlement).		
Transfer of Land Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Mortgage Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00

SECURE FUNDING PTY LTD FEES AND CHARGES	Included in loan amount	Payable by you
Payable to Land Titles Office in Queensland		
Discharge Fee for Existing Mortgage – payable on or before the <i>settlement date</i> .	\$192.00	\$0.00
Discharge Fee to register the discharge of a <i>security</i> or <i>security interest</i> – payable whenever the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> .	\$395.00	\$0.00
Mortgage Registration Fee – payable on or before the <i>settlement date</i> .	\$192.00	\$0.00
Property search fee.	\$30.90	\$0.00
Registration Fee on Transfer of Land – payable on or before the <i>settlement date</i> .	\$2,784.00	\$0.00
Totals	\$11,741.90	\$2,620.00
Total fees and charges that are definitely payable		\$14,361.90

SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)	Payable by you (if applicable)
These fees and charges <u>may</u> become payable in connection with this agreement.	
Account Resolution Fee – payable to <i>us</i> in relation to each loan that <i>we</i> refer to a collection specialist if <i>your loan</i> has been in default for at least 30 days on a day when a repayment is due after such a referral.	\$495.00
Default Administration Fee – payable to <i>us</i> in relation to each loan on each day on which a repayment is due and <i>you</i> have been in default for less than 90 days at any time in the period after the immediately preceding repayment was due.	\$95.00
Default Management Fee – payable to <i>us</i> in relation to each loan on each day on which a repayment is due and <i>you</i> have been in default for at least 90 days at any time in the period after the immediately preceding repayment was due.	\$195.00
Discharge Administration Fee – payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> regardless of whether such discharge actually occurs.	Not Ascertainable
Dishonour Fee – payable to <i>us</i> when a payment <i>you</i> make (<i>such as</i> a direct debit, salary deduction or cheque) is dishonoured.	\$25.00 per dishonour
Document Fee – payable to <i>us</i> at the time <i>you</i> or a <i>security provider</i> request <i>us</i> to produce a document to the land titles office or its equivalent.	\$25.00 per document
Duplicate Fee – payable to <i>us</i> when <i>we</i> provide a copy of any statement, notice or other document at <i>your</i> request.	\$10.00 per copy
Funds Transfer Fee – payable to <i>us</i> in respect of the amount <i>we</i> incur with <i>our</i> bank for the transfer of funds to <i>our</i> solicitors or settlement agent.	\$48.00

SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)	Payable by you (if applicable)
Pay Out Fee – payable to <i>us</i> when <i>you</i> receive from <i>us</i> a written statement of the amount needed to pay out this agreement provided at <i>your</i> request.	\$10.00 for each statement
Title Production/Consent Agent's Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.	\$250.00 per title
Valuation Fees – payable to <i>us</i> when <i>we</i> obtain a valuation of a property secured by a <i>security</i> or otherwise for the purpose of this loan after the <i>settlement date</i> .	As charged to <i>us</i> by other parties
Deferred Facility Fee – payable if <i>you</i> fully repay the <i>loan amount owing</i> prior to the earlier of: <ul style="list-style-type: none"> • The end of the <i>loan term</i>; or The third anniversary of the <i>settlement date</i> .	\$6,750.00
Expired Account Fee – payable to <i>us</i> on the date which is one month after the final day of the <i>loan term</i> and at monthly intervals until the <i>total amount owing</i> is repaid in full, in the event that the <i>total amount owing</i> is not repaid in full on or before the final day of the <i>loan term</i> .	\$6,750.00 per month

OTHER DETAILS	
Redraw Availability	Not Applicable.
Default Rate	The <i>default rate</i> at any time equals: <ul style="list-style-type: none"> • the <i>interest rate</i> specified in, or notified under, this loan agreement and guarantee schedule from time to time; plus • a margin of 6.00% per annum.

SECURITY (The following mortgages, other securities and guarantees, if any, have been or are to be taken by <i>us</i>)	
Property	Security address: 17 / 109 Holt Street, EAGLE FARM, QLD 4009 Mortgage status: New mortgage Minimum building insurance: As per owners corporation Name of mortgagor(s): CSSF Nominees Pty Ltd ACN 154 393 165 As Trustee For The Eagle Farm Property Trust
Guarantee(s)	Guarantor name: CSSF Nominees Pty Ltd ACN 154 393 165 As Trustee For Eagle Farm Property Trust Guarantor address: Level 5, 195 North Terrace, ADELAIDE SA 5000 Guarantor name: Stuart James Kay Crossley Guarantor address: 11 The Promenade, CAMP HILL QLD 4152 Guarantor name: Sharon Lee Stephenson Guarantor address: 11 The Promenade, CAMP HILL QLD 4152
Property Trust	Eagle Farm Property Trust
Property Trustee	CSSF Nominees Pty Ltd ACN 154 393 165 As Trustee For The Eagle Farm Property Trust

SPECIAL CONDITIONS (if any)
Signed and dated Property Trust documentation (provided by Liberty), Proof of funds totalling at least \$271,000 held by the SMSF (inc deposit paid), Evidence of payment of the deposit by the SMSF for the property being, prior to settlement Copy of Draft Transfer of Land for 17/109 Holt Street EAGLE FARM QLD 4009, prior to settlement Certificate of Identity to be completed by an Authorised person, required prior to settlement Copy of Foreign Resident Capital Gains Withholding Clearance Certificate, required prior to settlement (required for all purchases over \$750,000.00 after 01/07/2017) Copy of amended contract of sale for purchase property excluding "Annexure A" and initialled by both the vendors and purchasers, prior to settlement.

LOAN-TO-VALUATION RATIO: *Your* loan-to-valuation ratio is **75.00%**.

OFFER BY SECURE FUNDING PTY LTD

We, Secure Funding Pty Ltd, offer to lend *you* the *loan amount* on the terms and conditions set out in this schedule and the attached Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions, in which a reference to a schedule is a reference to this schedule.

To accept the offer, *you* must sign and date this document and return it to this office's mailing address within 14 days from the date of this offer. If *you* do not, the offer is automatically withdrawn.

Authorised Officer: Lisa Bastian

Mailing Address: Level 16, 535 Bourke Street
Melbourne, Victoria 3000
Australia

Signed on behalf of Secure Funding Pty Ltd

Date of Offer: 19 December 2019

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ACCEPTANCE BY CUSTOMER

Select whichever is appropriate

- I/We acknowledge that it has been recommended the I/we obtain independent legal advice in respect of the meaning and effect of this finance arrangement. I/We have been provided with an opportunity to obtain independent legal advice prior to entering into this arrangement, and have chosen not to do so.
- I/We have obtained independent legal advice about the meaning and effect of this finance agreement. I/We am able to provide a certificate of independent legal advice if requested by us.

Before you sign, carefully read this agreement.

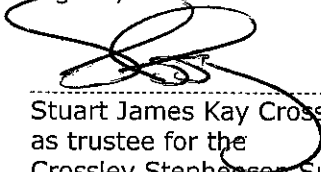
By accepting this offer *you* (the customer):

1. acknowledge that before signing this agreement *you* were given a copy of, and read this agreement; and
2. accept this agreement; and
3. declare that all the information *you* have given *us* is accurate and not misleading and *you* are aware that *we* are relying on it; and
4. acknowledge that before indicating that *you* intend to be bound, *you* have read the terms and conditions and schedule; and
5. acknowledge that every *security interest* held by *us* from *you* (including the *securities*) extends to the agreement between *you* and *us* which results from *your* acceptance of this agreement, in addition to all other liabilities secured by those *security interests*; and
6. declare that *you* understand that any mortgaged or secured property will be at risk if *you* default; and
7. acknowledge that *we* may pay a commission for the introduction of credit business where *you* have been introduced to *us* by a third party.

You must indicate that *you* intend to accept the offer by executing below.

Executed by the Customer

Signed, sealed and delivered by the customer



Stuart James Kay Crossley
as trustee for the
Crossley Stephenson Superannuation Fund

05/01/20
Date

In the presence of the witness named below

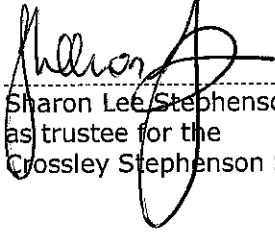
Ben Crossley
Signature of Witness

5/1/20
Date

Ben Crossley
Name of Witness (please print)

11 The Promenade, CAMP Hill QLD 4152
Address of Witness (please print)

Signed, sealed and delivered by the customer



Sharon Lee Stephenson
as trustee for the
Crossley Stephenson Superannuation Fund

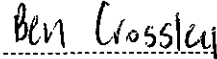
5/1/20
Date

In the presence of the witness named below



Signature of Witness

5/1/20
Date



Name of Witness (please print)

11 The Promenade, CAMP Hill QLD 4152
Address of Witness (please print)

ACCEPTANCE BY GUARANTOR – INDIVIDUALS (MEMBERS OF SMSF)

Important Acknowledgment

Before The Guarantor Signs

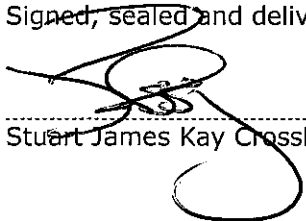
- The *guarantor* should read this agreement, including the *guarantee and indemnity* in clause 12 of the Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions and the terms relating to this agreement or financial obligation to be guaranteed.
- The *guarantor* should obtain independent legal and financial advice.
- The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

Things The Guarantor Must Know

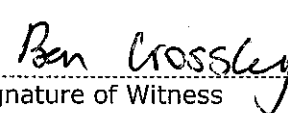
- Understand that, by signing the *guarantee and indemnity* contained in this agreement, the *guarantor* may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and *our* expenses in enforcing the *guarantee and indemnity*.
- If the customer does not pay the *guarantor* must pay. This could mean the *guarantor* loses everything it owns including its home.

Signed by each individual guarantor

Signed, sealed and delivered by the guarantor


Stuart James Kay Crossley
Date 05/01/20

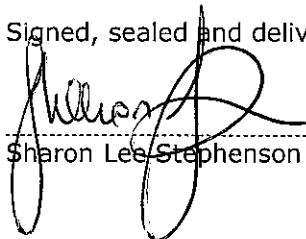
In the presence of the witness named below


Signature of Witness
Date 5/1/20 BC
~~5/20/20~~

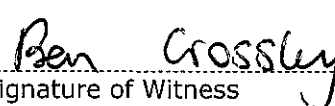
Ben Crossley
Name of Witness (please print)

11 The Promenade, CAMP Hill Qld 4152
Address of Witness (please print)

Signed, sealed and delivered by the guarantor


Sharon Lee Stephenson
Date 5/1/20

In the presence of the witness named below


Signature of Witness
Date 5/1/20

Ben Crossley
Name of Witness (please print)

11 The Promenade, CAMP Hill Qld 4152
Address of Witness (please print)

ACCEPTANCE BY GUARANTOR – PROPERTY TRUSTEE

Important Acknowledgment

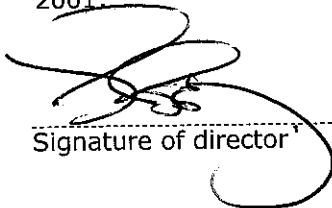
By signing this agreement the *Guarantor*:

- agrees to be bound by this agreement, including the *guarantee and indemnity* in clause 12 of the attached Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions and all other provisions of this agreement relevant to that *guarantee and indemnity* or binding on a *guarantor* or the *obligor*;
- declares that its attention has been drawn to the warnings set out on the front page of this agreement and below, and in particular the recommendation that legal and financial advice should be obtained before signing agreement;
- declares that it has obtained legal and financial advice as necessary or if it has not obtained such advice, declares that it does not regard any such advice as necessary and prefers to proceed without it; and
- declares that it is fully aware of the nature of, and risks in signing this agreement and is signing it voluntarily.

Signed by the property trustee

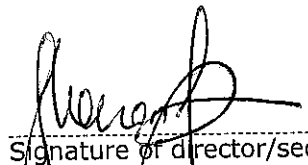
EXECUTED BY CSSF Nominees Pty Ltd
ACN 154 393 165 As Trustee For Eagle
Farm Property Trust in accordance with
section 127 of the Corporations Act
2001:

Registered office: Level 5, 195 North Terrace,
ADELAIDE SA 5000


Signature of director

05/01/20

STUART CROSSLEY
Name of director (please print)


Signature of director/secretary

SHARON STEPHENSON
Name of director/secretary (please print)

11 The Promenade, CAMP Hill Qld 4152
Residential address (please print)

11 The Promenade, CAMP Hill Qld 4152
Residential address (please print)

Date:

5 / 1 / 2020

Guarantee and Indemnity By Super Fund Member in favour of

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

Date of this Guarantee and Indemnity: 19/12/2019

Warning

This is an important document.

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

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

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

You should:

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

Guarantee and Indemnity By Super Fund Member in favour of

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

Details

Guarantor

Stuart James Kay Crossley – 11 The Promenade, CAMP HILL QLD 4152
 Sharon Lee Stephenson – 11 The Promenade, CAMP HILL QLD 4152

Debtor

Stuart James Kay Crossley as Trustee for the Super Fund – 11 The Promenade, CAMP HILL QLD 4152
 Sharon Lee Stephenson as Trustee for the Super Fund – 11 The Promenade, CAMP HILL QLD 4152

Super Fund

Crossley Stephenson Superannuation Fund

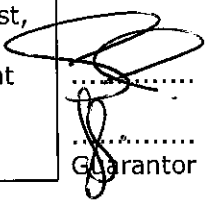
Our details

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

Guaranteed agreement

* Loan agreement between the *debtor* and *us*, dated on or about 19/12/2019
 * for credit of approximately \$675,000
 (Note: this amount is not the maximum amount we can require *you* to pay. See below.)

Maximum amount

What is the maximum amount <i>we</i> can require <i>you</i> to pay under this guarantee and indemnity? *Cross out box A or B.	*A Box B applies only if it is completed.	XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX	*B OR	\$675,000 plus interest, fees and charges, including enforcement expenses. Otherwise, A applies.	 Guarantor initials
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Date of guarantee and indemnity

5 / 1 / 20

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

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

1 Extent of your obligations

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

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

(b) under the indemnity in clause 2.3; or

(c) enforcement expenses under clause 3.1.

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

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

2 What you undertake in giving this guarantee and indemnity

Guarantee

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

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

Indemnity

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

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

3 Additional amounts you must pay

Enforcement expenses

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

Your own costs and other expenses

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

You may end this guarantee and indemnity

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

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

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

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

4 Changes to rights

Reinstatement of rights

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

Our rights are protected

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

- (a) the fact that *we* vary or replace the *guaranteed agreement*, *such as* by increasing the credit limit, increasing the amount of credit agreed to be provided or extending the term; or
- (b) the fact that *we* give the *debtor* a concession, *such as* more time to pay; or
- (c) the fact that the *debtor* opens another account with *us*; or
- (d) the fact that *we* release, lose the benefit of or do not obtain any security; or
- (e) the fact that *we* do not register any security which could be registered; or
- (f) the fact that *we* release any *person* who guarantees the *debtor's* obligations under the *guaranteed agreement*; or
- (g) the fact that the obligations of any *person* who guarantees the *debtors* obligations under the *guaranteed agreement* may not be enforceable; or
- (h) the fact that any *person* who was intended to guarantee the *debtors* obligations under the *guaranteed agreement* does not do so or does not do so effectively; or
- (i) the fact that rights in connection with the *guaranteed agreement* are assigned; or
- (j) the death (or the receipt by *us* of notice of the death), mental or physical disability or *insolvency* of any *person* *including you* or the *debtor*.

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

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

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

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

Your rights are suspended

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

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

(b) claim the benefit of:

i) another guarantee or indemnity; or

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

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

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

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

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

What you acknowledge and declare

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

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

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

5 General

Set-off not allowed

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

When must you pay?

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

You must take further steps

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

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

How we may exercise our rights

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

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

- (a) against the *debtor* or any other *person*; or
- (b) under another document *such as* a guarantee or mortgage, charge or other security.

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

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

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

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

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

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

How we may use money we receive

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

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

Dealing with rights under this guarantee and indemnity

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

Consents

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

Inconsistent law

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

Our certificates

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

Variation or waiver

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

Notices, other communications and service of documents

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

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

5.19 Communications to *you* may be:

- (a) given personally; or
- (b) left at *your* residential or business address last known to *us*; or

(c) by post to *your* postal or residential or business address last known to *us*; or
(d) sent by fax to *your* residential or business fax number last known to *us*;
or

(e) given in any other way permitted by law.

5.20 Communications for *us* must be:

(a) given personally to one of *our* employees at *our* address given in the Details; or

(b) sent by prepaid post or electronically (*such as* by fax or telex) to any of those places; or

(c) given by any other means permitted by law.

5.21 A communication is taken to be given:

(a) in the case of a communication given personally - on the date it bears or the date it is received by the *person* to whom it is addressed, whichever is the later; or

(b) in the case of a communication sent by post - on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later; or

(c) in the case of a communication sent by facsimile transmission or some other form of electronic transmission - on the date it bears or the date on which the machine from which it was sent produces a report indicating that the communication was sent to the facsimile or other number of the *person* to whom it is addressed, whichever is the later.

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

Your obligations and *our* rights are unaffected

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

Applicable law

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

6 Meaning of words

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

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

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

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

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

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

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

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

such as - see *including*.

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

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

The singular includes the plural and vice versa.

A reference to:

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

SPECIAL PROVISIONS

1. No indemnity

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

2. Own enquires

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

SECURITY

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

PROPERTIES

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

Not Applicable

Other security

Name of security provider(s):

CSSF Nominees Pty Ltd ACN 154 393 165 as Trustee for the Eagle Farm Property Trust
(Property Trustee)

Description of security: Guarantee and Indemnity

Secured by a mortgage over:

17 / 109 Holt Street, EAGLE FARM, QLD 4009
(Purchased Property)

To be taken

Already taken - give date and other details

Signing page

GUARANTOR

By signing this guarantee and indemnity *you*:

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

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

EXECUTED as a deed

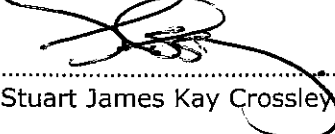
BEFORE YOU SIGN

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

IMPORTANT THINGS YOU MUST KNOW

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

Signed, sealed and delivered by the guarantor


Stuart James Kay Crossley

05/01/20
Date

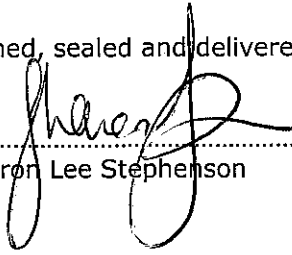
In the presence of the witness named below

Ben Crossley 5/1/20
Signature of Witness Date

Ben Crossley
Name of Witness (please print)

11 The Promenade, CAMP HILL QLD 4152
Address of Witness (please print)

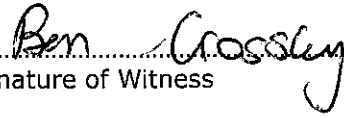
Signed, sealed and delivered by the guarantor



Sharon Lee Stephenson

5/1/20
Date

In the presence of the witness named below



Signature of Witness

5/1/20
Date

Ben Crossley

Name of Witness (please print)

11 The Promenade, CAMP Hill Qld 4152

Address of Witness (please print)

SECURE FUNDING PTY LTD

Signed on behalf of Secure Funding Pty Ltd

In the Presence of:

Signature

Date

Signature of Witness

Date

Name and Title (please print)

Name and Title (please print)

Guarantee and Indemnity By Property Trustee in favour of

Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

*Date of this Guarantee and Indemnity: 19/12/2019

Warning

This is an important document.

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

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

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

You should:

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

Guarantee and Indemnity by Property Trustee in favour of

Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

Details

Guarantor and Property Trustee						
CSSF Nominees Pty Ltd ACN 154 393 165 as Trustee for the Eagle Farm Property Trust – Level 5, 195 North Terrace, ADELAIDE SA 5000						
Debtor						
Stuart James Kay Crossley as Trustee for the Super Fund – 11 The Promenade, CAMP HILL QLD 4152						
Sharon Lee Stephenson as Trustee for the Super Fund – 11 The Promenade, CAMP HILL QLD 4152						
Super Fund						
Crossley Stephenson Superannuation Fund						
Our details						
Secure Funding Pty Ltd (ABN 25 081 982 872 Australian Credit Licence 388133) Tel: 03 8635 8888 Fax: 03 8635 9999 Address: Level 16, 535 Bourke Street, MELBOURNE VIC 3000						
Guaranteed agreement						
* Loan agreement	between the <i>debtor</i> and <i>us</i> , dated on or about 19/12/2019 * for credit of approximately \$675,000					
Maximum amount						
What is the maximum amount we can require <i>you</i> to pay under this guarantee and indemnity?	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">*A</td> <td style="width: 30%; padding: 5px; border: 1px solid black; text-align: center;">XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX</td> <td style="width: 10%; padding: 5px; text-align: center;">*B OR</td> <td style="width: 30%; padding: 5px;">The amount obtained by <i>us</i> in respect of the <i>purchased property</i> under <i>our</i> power of sale as mortgagee.</td> <td style="width: 10%; padding: 5px; vertical-align: top;"> Guarantor initials </td> </tr> </table>	*A	XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX	*B OR	The amount obtained by <i>us</i> in respect of the <i>purchased property</i> under <i>our</i> power of sale as mortgagee. Guarantor initials
*A	XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX	*B OR	The amount obtained by <i>us</i> in respect of the <i>purchased property</i> under <i>our</i> power of sale as mortgagee. Guarantor initials		
*Cross out box A or B.	Box B applies only if it is completed.	Otherwise, A applies.				
Date of guarantee and indemnity						
/ /						

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

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

1 Extent of your obligations

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

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

(b) under the indemnity in clause 2.3; or

(c) enforcement expenses under clause 3.1.

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

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

2 What you undertake in giving this guarantee and indemnity

Guarantee

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

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

Indemnity

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

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

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

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

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

(e) the debtor becomes insolvent.

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

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

3 Additional amounts you must pay

Enforcement expenses

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

Your own costs and other expenses

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

You may end this guarantee and indemnity

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

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

4 Changes to rights

Reinstatement of rights

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

Our rights are protected

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Your rights are suspended

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

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

(b) claim the benefit of:

i) another guarantee or indemnity; or

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

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

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

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

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

What *you* acknowledge and declare

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

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

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

5 General

Set-off not allowed

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

When must *you* pay?

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

***You* must take further steps**

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

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

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

How *we* may exercise *our* rights

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

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

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

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

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

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

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

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

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

How we may use money we receive

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

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

Dealing with rights under this guarantee and indemnity

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

Consents

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

Inconsistent law

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

Our certificates

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

Variation or waiver

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

Notices, other communications and service of documents

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

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

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

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

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

5.20 Communications for *us* must be:

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

5.21 A communication is taken to be given:

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

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

Your obligations and our rights are unaffected

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

Applicable law

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

6 Meaning of words

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

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

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

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

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

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

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

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

such as - see *including*.

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

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

The singular includes the plural and vice versa.

A reference to:

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

SPECIAL PROVISIONS

1. No Indemnity

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

2. Own enquiries

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

SECURITY

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

PROPERTIES

The following mortgages secure this guarantee and indemnity:

1st priority registered mortgage
over the Purchased Property:

Mortgage Status: Minimum building
insurance amount:

17 / 109 Holt Street, EAGLE FARM, QLD 4009

New Mortgage

As per owners corporation

Name of mortgagor(s) (owner):

Address:

CSSF Nominees Pty Ltd ACN 154 393
165 as Trustee for the Eagle Farm
Property Trust

Level 5, 195 North Terrace, ADELAIDE SA 5000

Other security

Name of security provider(s): Stuart James Kay Crossley

Description of security: Guarantee and Indemnity

To be taken

Already taken - give date and other details

Other security

Name of security provider(s): Sharon Lee Stephenson

Description of security: Guarantee and Indemnity

To be taken

Already taken - give date and other details

Signing page

GUARANTOR

By signing this guarantee and indemnity *you*:


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

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

EXECUTED as a deed

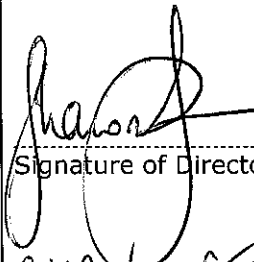
EXECUTED by CSSF Nominees Pty Ltd ACN 154 393 165 as Trustee for the Eagle Farm Property Trust in accordance with section 127 of the Corporations Act 2001 by:

Registered Office: Level 5, 195 North Terrace, ADELAIDE SA 5000


Signature of Director

05/01/20
Date

STUART CROSSLEY
Name of Director (please print)


Signature of Director/Secretary

5/1/20
Date

SHARON STEPHENSON
Name of Director/Secretary (please print)

11 The Promenade, CAMP HILL Qld 4152
Residential address (please print)

11 The Promenade, CAMP HILL Qld 4152
Residential address (please print)

SECURE FUNDING PTY LTD

Signed on behalf of Secure Funding Pty Ltd

In the Presence of:

Signature

Date

Signature of Witness

Date

Name and Title (please print)

Name and Title (please print)

AUTHORITY AND DIRECTION

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

From: CSSF Nominees Pty Ltd (ACN 154 393 165)
as trustee for Eagle Farm Property Trust (**Property Trustee**)

Stuart Crossley and Sharon Stephenson
as trustee(s) for the Crossley Stephenson Superannuation Fund (**Fund Trustee**)

Stuart Crossley and Sharon Stephenson (**Members**)

Loan To: Stuart Crossley and Sharon Stephenson
as trustee(s) for Crossley Stephenson Superannuation Fund (**Fund Trustee**)

Property: 17/109 Holt Street, EAGLE FARM QLD 4009

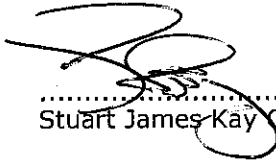
In consideration of settlement of this matter the Property Trustee, Fund Trustee and Members:

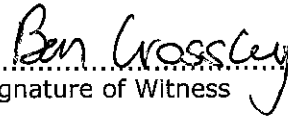
1. Undertake, where applicable, to comply with all requisitions made by the Registrar General of the Lands Titles Office, the Australian Securities Commission, and the State Revenue Office in connection with the executed mortgage documents and any collateral documents executed by the parties; and
2. Authorise you to:
 - (a) Complete the executed mortgage and loan documents and any collateral documents by inserting the date of such documents, and any other dates or details which may remain uncompleted; and
 - (b) Amend such documents by way of addition, omission or variation in any manner which may be requisite for the purpose of completing the same in order to give effect to the agreed terms and conditions of the advance and for the filing, stamping and/or registration of such documents.
3. Authorise and direct you to pay the sum of \$675,000 to your agent, or as they shall direct, and the receipt of your agent will be sufficient discharge for you. You and/or your agent are authorised to pay the said sum as they may be directed by the Fund Trustee and/or any of our solicitors.

This Authority and Direction is dated 5 / 1 / 20

FUND TRUSTEE:

EXECUTED BY Stuart James Kay Crossley in their capacity as Fund Trustee in the presence of:



.....
Stuart James Kay Crossley Date 05/01/20

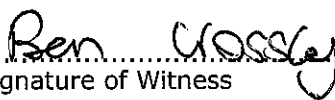

.....
Signature of Witness Date 5/1/20

Ben Crossley
.....
Name of Witness (please print)

11 The Promenade, CAMP Hill Qld 4152
.....
Address of Witness (please print)

EXECUTED BY Sharon Lee Stephenson in their capacity as Fund Trustee in the presence of:


.....
Sharon Lee Stephenson Date 5/1/20

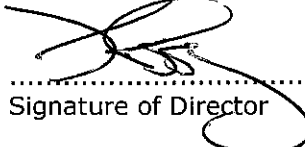

.....
Signature of Witness Date 5/1/20

Ben Crossley
.....
Name of Witness (please print)

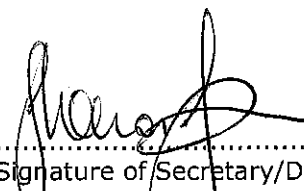
11 The Promenade, CAMP Hill Qld 4152
.....
Address of Witness (please print)

PROPERTY TRUSTEE:

EXECUTED BY CSSF Nominees Pty Ltd in its capacity as Property Trustee in accordance with section 127 of the Corporations Act 2001:


.....
Signature of Director Date 05/01/20

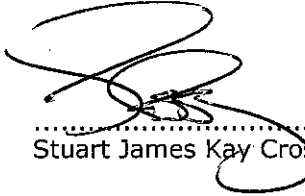
STUART CROSSLEY
.....
Name of Director (please print)


.....
Signature of Secretary/Director Date 5/1/20

SHARON STEPHENSON
.....
Name of Secretary/Director (please print)

MEMBERS:

EXECUTED BY Stuart James Kay Crossley in their capacity as Member in the presence of:

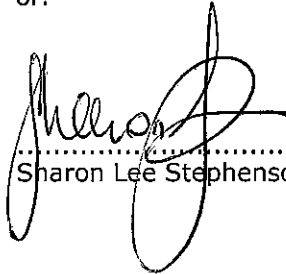

.....
Stuart James Kay Crossley 05/01/20 Date

Ben Crossley 5/1/20
Signature of Witness Date

Ben Crossley
Name of Witness (please print)

11 The Promenade, CAMP HILL Qld 4152
Address of Witness (please print)

EXECUTED BY Sharon Lee Stephenson in their capacity as Member in the presence of:


.....
Sharon Lee Stephenson 5/1/20 Date

Ben Crossley 5/1/20
Signature of Witness Date

Ben Crossley
Name of Witness (please print)

11 The Promenade, CAMP HILL Qld 4152
Address of Witness (please print)

THIS DEED made on 5 / 1 / 20

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

AND: CSSF Nominees Pty Ltd ACN 154 393 165 of Level 5, 195 North Terrace, ADELAIDE SA 5000 as trustee for the Property Trust ("**Mortgagor**")

AND: Stuart James Kay Crossley of 11 The Promenade, CAMP HILL QLD 4152
Sharon Lee Stephenson of 11 The Promenade, CAMP HILL QLD 4152
as trustee(s) for the Crossley Stephenson Superannuation Fund ("**Fund Trustee**")

RECITALS:

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

THIS DEED WITNESSES:

1. Defined meanings

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

2. Provisions deemed incorporated in the Mortgage

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

3. Definitions and interpretation

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

Property Trust means Eagle Farm Property Trust.

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

Purchased Property means 17/109 Holt Street, EAGLE FARM QLD 4009.

Fund means Crossley Stephenson Superannuation Fund.

Fund Trustee means Stuart Crossley and Sharon Stephenson as trustee(s) for the Fund.

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

Interpretation

In this document unless the context otherwise requires:

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

Schedule

1. Background

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

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

Accordingly the following provisions apply to this Mortgage.

2. What this mortgage secures

Despite any other provision of this mortgage:

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

3. Limited Recourse

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

4. Dealing with the Purchased Property

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

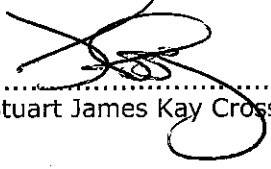
5. Own enquires


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

EXECUTED as a deed

FUND TRUSTEE:

Signed, sealed and delivered by Stuart James Kay Crossley in its capacity as Fund Trustee in the presence of:

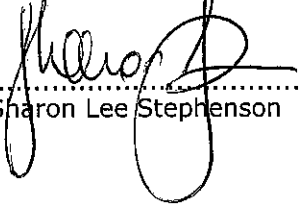

.....
Stuart James Kay Crossley Date 5/1/20

 5/1/20
.....
Signature of Witness Date

Ben Crossley
.....
Name of Witness (please print)

11 The Promenade, CAMP HILL QLD 4152
.....
Address of Witness (please print)

Signed, sealed and delivered by Sharon Lee Stephenson in its capacity as Fund Trustee in the presence of:


.....
Sharon Lee Stephenson Date 5/1/20


 5/1/20
.....
Signature of Witness Date

Ben Crossley
.....
Name of Witness (please print)

11 The Promenade, CAMP HILL QLD 4152
.....
Address of Witness (please print)

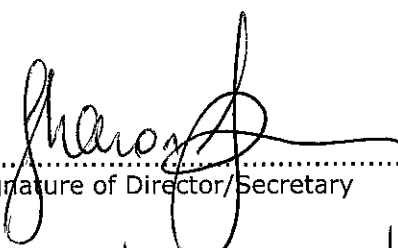
PROPERTY TRUSTEE:

Signed sealed and delivered by CSSF Nominees Pty Ltd in its capacity as Property Trustee / Mortgagee:


.....
Signature of Director

STUART CROSSLEY
.....
Name of Director (please print)

Date: 5 / 1 / 2020


.....
Signature of Director/Secretary

SHARON STEPHENSON
.....
Name of Director/Secretary (please print)

Date: 5 / 1 / 2020

THIS DEED made on 5 / 1 / 20

BETWEEN: CSSF Nominees Pty Ltd ACN 154 393 165 of Level 5, 195 North Terrace,
ADELAIDE SA 5000
("Property Trustee")

AND: Stuart James Kay Crossley of 11 The Promenade, CAMP HILL QLD 4152
Sharon Lee Stephenson of 11 The Promenade, CAMP HILL QLD 4152
as trustee(s) for the Crossley Stephenson Superannuation Fund ("Borrower")

AND: Stuart James Kay Crossley of 11 The Promenade, CAMP HILL QLD 4152
Sharon Lee Stephenson of 11 The Promenade, CAMP HILL QLD 4152
and the Property Trustee ("Guarantor(s)")

RECITALS:

- (a) Secure Funding Pty Ltd ABN 25 081 982 872 ("Lender") has made or will make a loan to the Borrower ("Loan").
- (b) The security for repayment of the Loan includes a guarantee by the Property Trustee supported by a mortgage ("Mortgage") granted by the Property Trustee over the property located at 17/109 Holt Street, EAGLE FARM QLD 4009 ("Purchased Property").
- (c) The Guarantor has guaranteed and indemnified or intends to guarantee and indemnify the Lender in respect of the Loan ("Guarantee").
- (d) The Guarantor has agreed to limit its right to indemnity against the Borrower to the Purchased Property.

THIS DEED WITNESSES:

1. Limited Recourse

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

2. Contribution by Guarantor

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

3. Interpretation

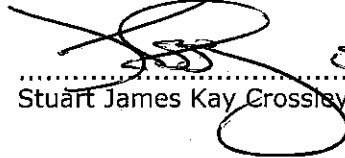
In this document unless the context otherwise requires:

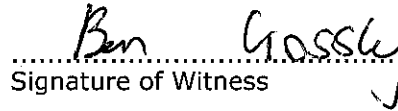
- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and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

EXECUTED as a deed

BORROWER:

Signed, sealed and delivered by Stuart James Kay Crossley in its capacity as Borrower in the presence of:

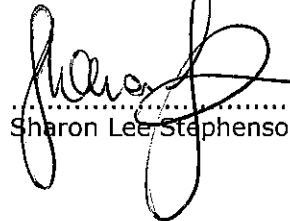

Stuart James Kay Crossley
Date 05/01/20

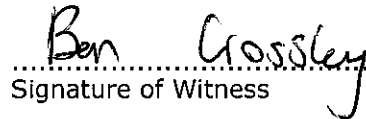

Signature of Witness
Date 5/1/20

Ben Crossley
Name of Witness (please print)

11 The Promenade, Camp Hill Qld 4152
Address of Witness (please print)

Signed, sealed and delivered by Sharon Lee Stephenson in its capacity as Borrower in the presence of:


Sharon Lee Stephenson
Date 5/1/20

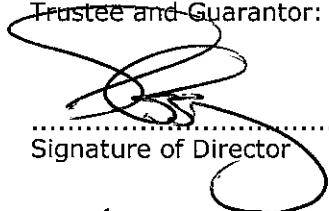

Signature of Witness
Date 5/1/20

Ben Crossley
Name of Witness (please print)

11 The Promenade, CAMP Hill Qld 4152
Address of Witness (please print)

PROPERTY TRUSTEE:

Signed, sealed and delivered by CSSF Nominees Pty Ltd in its capacity as Property Trustee and Guarantor:


Signature of Director
Date 05/01/20

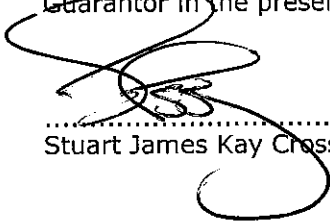
STUART CROSSLEY
Name of Director
(BLOCK LETTERS)


Signature of Director/Secretary
Date 5/1/20

SHARON STEPHENSON
Name of Director/Secretary
(BLOCK LETTERS)

GUARANTORS:

Signed, sealed and delivered by Stuart James Kay Crossley in their capacity as Guarantor in the presence of:

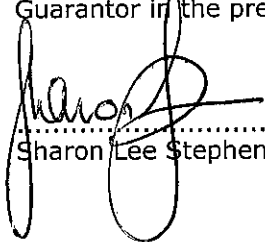

.....
Stuart James Kay Crossley Date 05/01/20

Ben Crossley 5/1/20
Signature of Witness Date

Ben Crossley
Name of Witness (please print)

11 The Promenade, Camp Hill Qld 4152
Address of Witness (please print)

Signed, sealed and delivered by Sharon Lee Stephenson in their capacity as Guarantor in the presence of:


.....
Sharon Lee Stephenson Date 5/1/20

Ben Crossley 5/1/20
Signature of Witness Date

Ben Crossley
Name of Witness (please print)

11 The Promenade, Camp Hill Qld 4152
Address of Witness (please print)


**MINUTES OF MEETING OF STUART CROSSLEY AND SHARON STEPHENSON AS TRUSTEE(S)
FOR THE CROSSLEY STEPHENSON SUPERANNUATION FUND**


Present: Stuart Crossley and Sharon Stephenson

1. In accordance with the provisions of section 67A of the Superannuation Industry (Supervision) Act 1993 (SIS Act), Stuart Crossley and Sharon Stephenson (Fund Trustee) in its (their) capacity as trustee(s) for the Crossley Stephenson Superannuation Fund (Fund):
 - (a) Directs CSSF Nominees Pty Ltd ACN 154 393 165 (Property Trustee) to establish the Eagle Farm Property Trust (Property Trust) and act as the bare trustee for the Property Trust; and
 - (b) Resolves to contribute together with such other amounts as are required and to borrow from Secure Funding Pty Ltd (Loan) for the purpose of acquiring a beneficial interest in the property known as (Property) for \$675,000. The terms of the Loan are set out in the document tabled.
2. The Property is beneficially acquired by the Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund by using monies provided by the Fund and the Loan.
3. The legal title in the Property is to be acquired by the Property Trustee(s) for the Property Trust and the Property is to be held by the Property Trustee(s) upon the terms set out in the Property Trust Deed.
4. The Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund will be responsible for making all payments of principal, interest, fees, costs and charges in respect of the Loan. In default, the lender's rights (or any other person's rights) against the Fund Trustee(s) as trustee of the Fund are limited to the rights in relation to the Property and the rights of the Property Trustee(s) which are contained in the Property Trust Deed.
5. The Property Trust Deed provides that:
 - (a) The Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund will be entitled to all income derived from the Property;
 - (b) The Fund Trustee(s) in its (their) capacity as trustee(s) for the Crossley Stephenson Superannuation Fund will be responsible for payment of all expenses in relation to the Property; and
 - (c) The Fund Trustee(s) of the Fund will have the right to acquire legal ownership of the Property from the Property Trustee(s) at any time upon request and payment of the final instalment under the Loan.
6. The beneficial ownership of the Property is acquired by the Fund Trustee(s) in its (their) capacity as trustee(s) for the Fund and the Property will be used for purposes consistent with the provisions of the SIS Act.
7. The Fund Trustee(s) and the members considered within the context of the foregoing that the acquisition of the Property funded by debt is consistent with the investment strategy for the Fund, is in the members' interest and is permitted under the trust deed for the Fund.

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

Dated: 5/1/2020


.....
Signature of Fund Trustee - Stuart James Kay Crossley


.....
Signature of Fund Trustee - Sharon Lee Stephenson

Financial Advice Acknowledgement Certificate



Borrower **Stuart Crossley and Sharon Stephenson As
Trustee For The Crossley Stephenson
Superannuation Fund**

Name of Superannuation
Fund (SMSF) **Crossley Stephenson Superannuation Fund**

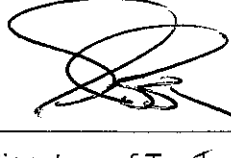
Address of property to be
purchased (Property) **17/109 Holt Street, EAGLE FARM QLD 4009**

Proposed Amount of Loan **\$675,000.00**

I/we make the following declarations as:

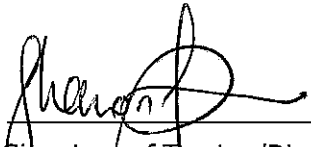
- Trustees of the SMSF named above; or
- Directors of the Proposed Borrower named above, the Trustee of the SMSF

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



Signature of Trustee/Director Date

Name: **STUART CROSSLEY**



Signature of Trustee/Director Date

Name: **SHARON STEPHENSON**

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference 3233032_8278579

For Office Use Only

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

MORTGAGE

Jurisdiction QUEENSLAND

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
51125758		SURVEY PLAN 292894

Mortgagor

Name	CSSF NOMINEES PTY LTD
ACN	154393165
Capacity	TRUSTEE

Mortgagee

Name	SECURE FUNDING PTY LTD
ACN	081982872
Australian Credit Licence	388133

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	709111286
(b) Additional terms and conditions	NIL

Mortgagor Execution

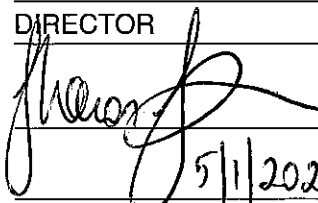
Executed on behalf of CSSF NOMINEES PTY LTD

Signer Name STUART JAMES KAY
 CROSSLEY

Signer Role DIRECTOR

Signature 

Execution Date 5/01/20

Executed on behalf of CSSF NOMINEES PTY LTD
Signer Name SHARON LEE STEPHENSON
Signer Role DIRECTOR
Signature 
Execution Date 5/1/2020

Mortgagee Execution

Executed on behalf of SECURE FUNDING PTY LTD
under power of attorney 713400073
Signer Name _____
Signer Organisation SECURE FUNDING PTY LTD
Signer Role ATTORNEY
Signature _____
Execution Date _____

After all parties have signed the Form - Please detach this Notice

VERY IMPORTANT: Please read this before signing the form

Before signing the form you must show the witness adequate documentation so they can **verify your identity and your entitlement to sign**

Unless you provide adequate documentation the witness may decline to proceed

Note: this notice is not part of the form and must not be lodged in the Titles Registry

Important information – witnessing signatures on titles registry forms

- Only particular persons (Schedule 1 – *Land Title Act 1994*) are able to witness the signature of an individual on a titles registry form and they are required by law to take reasonable steps to verify the individual’s identity and ensure they are the person entitled to sign the form.
- You must provide your witness with sufficient documentation for them to verify your identity (e.g. shows your photo and signature) **and** your entitlement to sign the form (e.g. shows your name and the property details).
- It is recommended that you present as many relevant documents as possible to the witness to assist them in complying with their legal obligations.
- For further guidance, including for witnessing outside Australia, refer to Part 61 of the Land Title Practice Manual, available online at www.qld.gov.au/titles.

1. Verification of identity documents

The Verification of Identity Standard in ¶[61-2700] of the Land Title Practice Manual requires a witness to sight a specified combination of identity documents. An extract showing the first 3 Categories of the Standard is below:

Category	Minimum Document Requirements For Persons who are Australian citizens or residents:
1	<ul style="list-style-type: none"> • Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard • <u>plus</u> Australian drivers licence or Photo Card* (a Photo Card is a card issued by the Commonwealth or any State or Territory Government showing a photograph of the holder and enabling the holder to evidence their age and/or their identity) • <u>plus</u> change of name or marriage certificate <i>if necessary</i>
2	<ul style="list-style-type: none"> • Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard • <u>plus</u> full birth certificate or citizenship certificate or descent certificate • <u>plus</u> Medicare or Centrelink or Department of Veterans’ Affairs card • <u>plus</u> change of name or marriage certificate <i>if necessary</i>
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2. Documentation to confirm you are entitled to sign the form/s

- If you are **selling property** or are **only refinancing**
- a current local government rates notice; or
 - a current title search statement; or
 - a current land tax assessment notice.

- If you are **buying property** and/or **financing the purchase**
- a copy of the contract of sale; or
 - official loan documentation from your lender; or
 - a letter from a solicitor confirming you are entitled to sign the form.

Unless you show your witness adequate documentation they may decline to proceed

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference 3233032_8278579

For Office Use Only

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 MUST NOT BE USED**

MORTGAGE

Jurisdiction QUEENSLAND

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Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
51125758		SURVEY PLAN 292894

Mortgagor

Name	CSSF NOMINEES PTY LTD
ACN	154393165
Capacity	TRUSTEE

Mortgagee

Name	SECURE FUNDING PTY LTD
ACN	081982872
Australian Credit Licence	388133

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	709111286
(b) Additional terms and conditions	NIL

Mortgagor Execution

Executed on behalf of CSSF NOMINEES PTY LTD

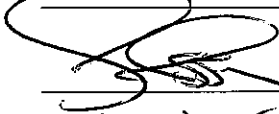
STUART JAMES KAY

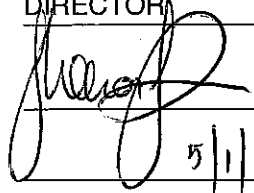
Signer Name CROSSLEY

Signer Role DIRECTOR

Signature

Execution Date


 5/01/26

Executed on behalf of CSSF NOMINEES PTY LTD
Signer Name SHARON LEE STEPHENSON
Signer Role DIRECTOR
Signature 
Execution Date 5/1/2020

Mortgagee Execution

Executed on behalf of SECURE FUNDING PTY LTD
under power of attorney 713400073
Signer Name _____
Signer Organisation SECURE FUNDING PTY LTD
Signer Role ATTORNEY
Signature _____
Execution Date _____

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 - a current title search statement; or
 - a current land tax assessment notice.

- If you are **buying property** and/or **financing the purchase**
- a copy of the contract of sale; or
 - official loan documentation from your lender; or
 - a letter from a solicitor confirming you are entitled to sign the form.

Unless you show your witness adequate documentation they may decline to proceed

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

Direct Debit Request Service Agreement

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

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

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

Definitions	<p>Account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>Agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>Debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>Debit payment means a particular transaction where a debit is made.</p> <p>Direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>Us or we means Secure Funding (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>You means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>Your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<p>1.1 By signing a <i>direct debit request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>direct debit request</i> and this agreement for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the previous <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
2. Changing or ending your Direct Debit	<p>2.1 It's easy to update <i>your</i> direct debit details. <i>You</i> may change <i>your</i> debit payment by:</p> <ul style="list-style-type: none">(a) logging into <i>your</i> account via www.liberty.com.au, navigating to Repayments and following the instructions provided; or(b) providing <i>us</i> with at least fourteen (14) days notification by writing to: Secure Funding Pty Ltd Level 16, 535 Bourke Street Melbourne, Victoria 3000; or

	<p>service@liberty.com.au.</p> <p>2.2 <i>You</i> may also request a temporary change to a debit payment due to financial hardship by contacting <i>us</i> directly on: 13 11 33.</p> <p>2.3 <i>You</i> may terminate this agreement by:</p> <p>(a) providing <i>us</i> with at least fourteen (14) days notification by writing to: Secure Funding Pty Ltd Level 16, 535 Bourke Street Melbourne, Victoria 3000; or service@liberty.com.au; or</p> <p>(b) by contacting <i>your</i> financial institution, which is required to act promptly on <i>your</i> instructions.</p>
<p>3. Amendments by us</p>	<p>3.1 We may vary any details of this agreement or a <i>direct debit request</i> at any time by giving you at least fourteen (14) days written notice.</p>
<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that:</p> <p>(a) <i>your account</i> details are correct (including, without limitation, notifying us if <i>your account</i> is transferred or closed, and providing <i>us</i> with details of any new <i>account</i>);</p> <p>(b) <i>direct debit payments</i> are available from <i>your account</i> (including, without limitation, if <i>your financial institution</i> cancels your arrangement with <i>us</i>);</p> <p>(c) the account signing authorisation that <i>you</i> provide in <i>your direct debit request</i> is identical to the account signing authorisation held by <i>your financial institution</i> for <i>your account</i>; and</p> <p>(d) there are sufficient clear funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>;</p> <p>(c) on 3 or more occasions, we may terminate this arrangement;</p> <p>(d) we may re-draw any unsuccessful <i>debit payment</i> every five (5) business days or at any greater interval we decide until the <i>debit payment</i> is successfully made; and</p> <p>(e) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p> <p>4.4 If we are liable to pay goods and services tax (GST) on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay <i>us</i> on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>

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

Comments Section

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

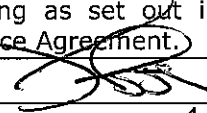
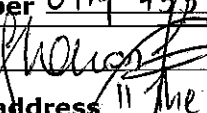
SECURE FUNDING PTY LTD
LEVEL 16, 535 BOURKE STREET
MELBOURNE VICTORIA 3000

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

Direct Debit Request

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

Superannuation

Request & authority to debit	Your surname or company name <u>Crossley Stephenson Fund</u> Your given names or ABN/ARBN <u>24 718 507 814</u> "you" request and authorise Secure Funding Pty Ltd ABN 25 081 982 872 (Australian Credit Licence 388133) Direct Debit User Identification 400984 (Secure Funding) to arrange, through its own financial institution, a debit to <i>your nominated account</i> any amount Secure Funding has deemed payable by you in respect of Loan Number 3233032 . This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your account</i> held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.
Name & address of financial institution where account is held	Financial institution name <u>Westpac BANK</u> Address _____
Details of account to be debited	Name/s on account <u>Crossley Stephenson Super fund</u> BSB number (Must be 6 Digits) <u>0 3 5 - 0 5 5</u> Account number <u>2 9 1 8 2 9</u> Account type <u>Westpac DIY Super Working Account</u> Payment frequency* (please tick) <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input checked="" type="checkbox"/> Monthly <small>* Weekly or Fortnightly payments are calculated by dividing your monthly minimum payment by four (4) for weekly repayments and two (2) for fortnightly repayments. If you have elected weekly repayments, your first repayment will be one week after the settlement date of your loan and for fortnightly repayments, your first repayment will be one fortnight after the settlement date.</small>
Acknowledgment	By signing and/or providing us with a valid instruction in respect to <i>your direct debit request</i> , you have understood and agreed to the terms and conditions governing the debit arrangements between you and Secure Funding as set out in this Request and in your Direct Debit Request Service Agreement.
Your signature & address <small>(If signing for a company, sign and print full name and capacity for signing e.g. director)</small>	Signature  Residential address <u>11 The Promenade, CAMP Hill QLD 4152</u> Email <u>stisharon@bigpond.com</u> Mobile number <u>0417 438 256</u> Date <u>5 / 1 / 20</u>
	Signature  Residential address <u>11 The Promenade, CAMP Hill QLD 4152</u> Email <u>stisharon@bigpond.com</u> Mobile number <u>0405 474 686</u> Date <u>5 / 1 / 20</u>

DISBURSEMENT AUTHORITY



Account Number: **3233032**

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

Payable to	Payment details	Amount
Vendor for Purchase	Funds provided at Settlement	\$
Fees	Retained per Loan Schedule	\$11,741.90
Total of funds disbursed		\$675,000.00

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

AUTHORISED BY

Stuart James Kay Crossley As Trustee For The Crossley Stephenson Superannuation Fund		5/1/20
Sharon Lee Stephenson As Trustee For The Crossley Stephenson Superannuation Fund		5/1/2020

IDENTIFIER'S CERTIFICATE

Get in touch with us | email service@liberty.com.au | phone 13 11 33
 alt. phone 03 8635 8888 | fax 03 8635 9999 | web liberty.com.au
 post Service Team, Level 16, 535 Bourke St, Melbourne VIC 3000



PERSON & MORTGAGE TO BE IDENTIFIED

Surname	CROSSLEY	First name(s)	STUART JAMES KAY
Loan number	3233032	Loan amount	\$675,000
Signature		Date	05/01/20

AUTHORISED PERSON

Surname	STAPERTSON Centrone	First name(s)	SHARON Matthew John
Occupation	Finance officer Finance Broker	Contact phone	0405 474 686 0402278019
Address	11 The Promenade, CAMP Hill QLD 4152 87 Glen Osmond Road EASTWOOD SA 506		

ACCEPTABLE AUTHORISED PERSONS (please tick applicable box)

Accredited Liberty Introducer
 Australian legal practitioner
 Justice of the Peace
 Liberty Financial employee

DOCUMENTS EXAMINED BY AUTHORISED PERSON

Important: Please **certify** and provide **both items in List 1**. Or if you are unable to provide both of these items we will require one certified item from each list. In the case of a change of name we require a change of name or marriage certificate.

All documents must be signed, dated and provided with this certificate.

LIST 1

- Current passport*
- Current Australian driver's licence*

LIST 2

- Full birth certificate
- Citizenship certificate
- Descent certificate

LIST 3

- Current Medicare card
- Centrelink card
- Department of Veteran's Affairs card

*Australian Passports expired <2 years accepted
 *Australian Government issued photo identification can be substituted

STATEMENT BY AUTHORISED PERSON

I hereby certify that:

- This identification relates to the person named above;
- The examined documents as listed above were produced to me and appear to be genuine originals; and
- The person being identified face-to-face and in-person appears to be a reasonable likeness as the person in the photographs included in the original identity documents.

	5 1 20
Authorised person signature	Date

Guidance Notes:

- Identity verification must occur no earlier than **90 days prior** to execution of the Loan Agreement and related mortgage. Please indicate which of the Acceptable Authorised Persons you are. Other than the persons listed as 'Employee', Authorised Persons are not agents or partners of Secure Funding Pty Ltd or Liberty Financial Pty Ltd and are only authorised to verify a person for and on behalf of Secure Funding Pty Ltd and Liberty Financial Pty Ltd.
- The following individuals must be identified and verified for all AML purposes: **Individuals** – all borrowers and guarantors, partners of partnerships, sole traders, any person acting on behalf of the applicant; **Companies** – directors, shareholders, any person acting on behalf of the applicant and if shareholders are also companies, the individual directors and shareholders who are the ultimate owners or authorised to act on behalf of the ultimate owners; and **Trusts** – trustees, beneficiaries, settlors, trust managers and if the trust has a corporate trustee, settlor, or manager, the individual directors and shareholders who are the ultimate owners/controllers of the entity.

IDENTIFIER'S CERTIFICATE

Get in touch with us | email service@liberty.com.au | phone 13 11 33
alt. phone 03 8635 8888 | fax 03 8635 9999 | web liberty.com.au
post Service Team, Level 16, 535 Bourke St, Melbourne VIC 3000



PERSON & MORTGAGE TO BE IDENTIFIED

Surname	STEPHENSON	First name(s)	SHARON LEE
Loan number	3233032	Loan amount	\$675,000
Signature		Date	05 01 20

AUTHORISED PERSON

Surname	Centrone	First name(s)	Matthew John
Occupation	Finance Broker	Contact phone	0402 278 019
Address	87 Glen Osmond Road Eastwood SA 5063		

ACCEPTABLE AUTHORISED PERSONS (please tick applicable box)

- Accredited Liberty Introducer Australian legal practitioner Justice of the Peace Liberty Financial employee

DOCUMENTS EXAMINED BY AUTHORISED PERSON

Important: Please **certify** and provide **both items in List 1**. Or if you are unable to provide both of these items we will require one certified item from each list. In the case of a change of name we require a change of name or marriage certificate.
All documents must be signed, dated and provided with this certificate.

LIST 1

- Current passport*
 Current Australian driver's licence*

LIST 2

- Full birth certificate
 Citizenship certificate
 Descent certificate

LIST 3

- Current Medicare card
 Centrelink card
 Department of Veteran's Affairs card

*Australian Passports expired <2 years accepted
*Australian Government issued photo identification can be substituted

STATEMENT BY AUTHORISED PERSON

I hereby certify that:

1. This identification relates to the person named above;
2. The examined documents as listed above were produced to me and appear to be genuine originals; and
3. The person being identified face-to-face and in-person appears to be a reasonable likeness as the person in the photographs included in the original identity documents.

	05 01 20
Authorised person signature	Date

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WARRANTY BY SMSF TRUSTEE

I/We,

Stuart James Kay Crossley of 11 The Promenade, CAMP HILL QLD 4152

Sharon Lee Stephenson of 11 The Promenade, CAMP HILL QLD 4152

warrant as follows:

1. I am/We are the trustee(s) ("Fund Trustee"), for the Crossley Stephenson Superannuation Fund ("Superannuation Fund").
2. The Superannuation Fund is a complying regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act, 1993 (Cth) ("SIS Act").
3. The acquisition of 17/109 Holt Street, EAGLE FARM QLD 4009 ("Purchased Property") is not a prohibited "related party" transaction and the intended use of the Purchased Property will not be a prohibited "in-house asset" within the meaning of the SIS Act.
4. The whole of the deposit was provided by and the whole of the balance of the purchase money will be paid by the Fund Trustee as trustee for the Superannuation Fund.
5. The Superannuation Fund has the power to acquire real estate, borrow money, charge assets of the fund to secure repayment of that money, and provide indemnities.
6. The acquisition of the Purchased Property and the transaction as detailed in the Loan Agreement are within the written investment strategy of the Superannuation Fund.
7. The Fund Trustee has not entered into any other borrowings related to this Superannuation Fund except as disclosed to Secure Funding Pty Ltd ABN 25 081 982 872 ("Secure Funding").

Dated: 5/1/2020

Signature of SMSF Trustee

.....
Signature

STUART CROSSLEY - DIRECTOR
Name and Title (please print)

Signature of SMSF Trustee

.....
Signature

SHARON STEPHENSON - DIRECTOR
Name and Title (please print)