Guarantor Copy



A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 Level 8, 530 Collins Street Melbourne VIC 3000

Bank use only

Borrower:

Avolino Nominees Pty Ltd Acn 147 597 840 Atf The

Avolino Superannuation Fund Abn 19 751 057 026

Property:

3/6 Murrindal Way Whittlesea VIC 3757

Loan No:

S.311.0512233.00

RESIDENTIAL LOAN AGREEMENT OFFER

This agreement is not regulated by the National Credit Code.

IMPORTANT NOTE

This document does not contain all the terms of your loan agreement or all of the information we are required by law to give you before the loan agreement is made. Further terms and information are in the Residential Loan Agreement General Terms and Conditions (effective 1 July 2015).

Important - the information in this Offer is current as at

26/02/2016

(the disclosure date).

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

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

This is a Bank of Melbourne Super Fund Home Loan.

Financial informatio	on table		
LOAN AMOUNT	\$150000.00		
ANNUAL PERCENTAGE RATE	Our Super Fund variable rate is 5.850% per annum at the disclosure date.		
REPAYMENTS	You must make 360 monthly principal and interest repayments of \$897.00 each over the loan term of 30 years. The final repayment may be less than the other repayments as it will equal the total amount owing at the end of the loan term.		
	(The above figures and amounts are estimates which assume that that the interest rate(s) and fees and charges will not change after		
	The first repayment is due one month after the settlement date but if the settlement date is the 29th, 30th or 31st of the month, the first repayment is due on the 28th of the next month.		
FEES AND CHARGES		Payable by you from your own funds on or before the settlement date	Payable after the settlement date by being debited to your loan account
These fees and charges are payable in connection	Bank of Melbourne charges (payable to us)		
with this loan agreement	Establishment fee	\$1500.00	
	Additional bank legal fee – payable where this loan agreement includes any one or more of: a second or subsequent mortgage; or security property under a Qualified, Old System or Company Titles or Shared Equity arrangement; or guarantee; or a Company or trustee.	\$615.00	
	Mortgage discharge fee - payable when you payout a loan or we discharge a mortgage (\$350.00 per mortgage)		\$350.00
	Administration Fee of \$12.00 per month starting from the settlement date - included in your loan repayments. (The amount shown in the column opposite is the total for the full loan term; the total amount payable during any progressive drawdown period is unascertainable)		\$4320.00
	Full Offset Service Fee of \$5.00 - is payable each month in which a Mortgage Equaliser or Repayment Offset facility is in place. However, whilst you continue to meet the terms and conditions of the Advantage Package, the Full Offset Service Fee of \$5.00 per month will not be charged.		Unascertainable

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		change the repayment type.		

Switch/conversion fee - payable when converting your loan to a different interest rate or repayment type.	\$500.00 per conversion
Second mortgage consent fee - payable when you request us to consent to a second mortgage (you may also have to pay a production fee).	\$100.00 per request
Consent to subdivision, leases, easements etc fee - payable when you request us to consent to registration of a sub-division, consolidation, lease, easement or other plan or dealing.	\$350.00 per request
Production of title fee - payable when you request us to produce the certificate(s) of title to a <i>security</i> property to enable registration of a plan or dealing.	\$100.00 per request
Substituting securities on existing home loan fee - payable when you request us to substitute an existing <i>security</i> on your home loan.	\$500.00 per request
Redraw fee - payable for each request for a redraw of	\$50.00 per written request
repayments made in advance.	\$10.00 per request made via Internet or Phone Banking
Interest in Advance Fee – payable each time you request and pay the interest in advance	\$150.00 per request
Additional valuation fee - payable if we decide after the disclosure date that we want to carry out an additional valuation - payable at the time of valuation, for each valuation conducted:	from.\$184.50
Partial discharge assessment fee - payable when you ask us to release part of a real property mortgage <i>security</i> (whether or not we agree to your request)	\$350.00 per request
Payment dishonour fee - payable whenever a direct debit order for payment from another institution is dishonoured	\$9.00 per direct debit
Bank of Melbourne service charges (payable to us on provision of service)	
Fee for a photocopy of a loan, security or other document	\$10.00 per document
Fee for duplicate or interim home loan statement	\$10.00 per statement period
Fee for a customer requested interest recalculation	\$30.00 per recalculation
Fee for a special clearance on a deposited cheque	\$16.00 per cheque
Fee for a copy of a deposit form	\$10.50 per form
Processing fee - payable each time you make any repayment on your loan over the counter in a branch or by cash or cheque	\$3.00 per transaction

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	Arrears letter fee - payable when we send you an arrears letter relating to an overdue amount	\$9.00	
	Government charges		
	Property search fee - payable if we decide after the <i>disclosure</i> date that we want to carry out an additional search. Payable at time of search. For each title search in:		
	VIC		\$17.95
	Production fee - payable when you request us to produce the certificate(s) of title to a security property to enable registration of a plan or dealing For each certificate of title produced in:		
		VIC	\$10.00
NOTE	 Under this agreement, any of the following information which is given above may be changed, and without your approval: annual percentage rate, name or description of any reference rate and any applicable margin amount, method of calculation, number, frequency or time for payment of repayments, or period over which repayments are to be paid total amount of interest charges or repayments amount and type of fees and charges and when they are payable (including by imposing new fees and charges or changing the method of calculation of a fee or charge). However, if your annual percentage rate is fixed for a period, the annual percentage rate cannot be changed during that period. 		

Other information

Who	receives	the	loan
amou	int?		

The loan amount is to be paid as follows:

To Bank of Melbourne (in payment of other unpaid fees due on or before

\$2215.00

settlement)

To you (or as you direct)

\$147785.00

Total

\$150000.00

Time limit for borrowing the *loan* amount:

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

SECURITY

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

Mortgage - Security property 1

Name of mortgagor(s) (Owner):

Keindan Pty Ltd Acn 600 430 948

1ST priority registered mortgage

Title reference:

VOLUME. FOLIO NO.

Property address:

3/6 Murrindal Way Whittlesea VIC 3757

TO BE TAKEN

Minimum building insurance amount:

\$235000

Guarantee and indemnity

From SELF MANAGED SUPERFUND BENEFICIARY

Name of guarantor(s):

Mafalda Avolino

Address:

13 Buckhurst Avenue Epping VIC 3076

To Be Taken

Guarantee and indemnity

From SELF MANAGED SUPERFUND BENEFICIARY

Name of guarantor(s):

Michele Avolino

Address:

13 Buckhurst Avenue Epping VIC 3076

To Be Taken

Guarantee and indemnity

From SECURITY CUSTODIAN

Name of guarantor(s):

Keindan Pty Ltd

Address:

13 Buckhurst Avenue Epping VIC 3076

To Be Taken

LOAN TYPE

Established home loan

LOAN CATEGORY

Residential investment loan

INTEREST RATE OPTION

Your loan has the variable rate option for the entire loan term.

REPAYMENT AUTHORITY You authorise us to transfer the amount of each repayment from your nominated account:

Account no:

0000423103503

In the name(s) of: Avolino Nominees Pty Ltd Atf The Avolino Superannuation Fund

DEFAULT RATE

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

At the disclosure date, the default rate is 8.850% per annum. (see "Default interest charges" clause in the Residential Loan Agreement General Terms and Conditions)

COMMISSIONS

A commission is to be paid by us to Echoice Home Loans P/L for the introduction of credit business.

SPECIAL SETTLEMENT REQUIREMENTS

I-

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

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

Key words

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

1. Use

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

2. Acknowledgement

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

3. Requirements

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

- we have received the following duly completed and executed in the form supplied by us or otherwise in form and substance satisfactory to us:
 - a mortgage of the security property (with annexures) signed by the security custodian:
 - a guarantee and indemnity signed by the security custodian;
 - a custodian trust deed signed by the security custodian and you; and
 - an SMSF deed of trust declaration and undertakings signed by you, the security custodian and each of the beneficiaries of the superannuation fund; and
- we have received or been shown a copy of an insurance policy or a certificate of currency satisfactory to us:
 - i. noting our interest as mortgagee and the interest of the security custodian;
 - ii. which shows that each security property specified in the offer under "Security" is insured (as required under each security) on a replacement and reinstatement basis and the security custodian had provided public liability insurance to us to our satisfaction;
 - iii. for at least the amount of cover specified in the offer under "Security"; and
 - iv. you and the *security custodian* are insured against public liability with respect to the property; and
- c) when third party security is being given:
 - our securities department or solicitors have confirmed that each third party security provider has received a copy of the Offer, the Residential Loan Agreement General Terms & Conditions booklet and the security documents; and
 - ii. We have received:
 - for borrowers in all States other than New South Wales, South
 Australia and Western Australia, a certificate of independent legal
 advice satisfactory to us for each third party security provider from
 a solicitor who does not work for the firm of solicitors acting for you
 or the firm acting for us in relation to your loan; or
 - for borrowers in the States of New South Wales, South Australia and Western Australia, a statutory declaration satisfactory to us by each third party security provider that they have received independent legal advice prior to signing the security documents; and
- d) you have given us in a form satisfactory to us:
 - documents constituting the superannuation fund and its investment guidelines; and
 - a declaration that you have complied with the Superannuation Industry (Supervision) Act 1993 (Cth); and
 - a copy of the contract of sale of the property that will be held by the security custodian; and
- you have satisfied us that you enter this loan agreement and acquire the security property:
 - i. through the security custodian;
 - ii. as trustee of the superannuation fund;
 - iii. in accordance with your duties and powers; and
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- iv. in accordance with your investment guidelines; and
- f) we have received, in relation to you in a form satisfactory to us:
 - for borrowers in all States other than New South Wales, South Australia and Western Australia, a certificate of independent legal advice satisfactory to us from a solicitor who does not work for the firm of solicitors acting for us in relation to your loan; or
 - for borrowers in the States of New South Wales, South Australia and Western Australia, a statutory declaration from you satisfactory to us stating that you have received independent legal advice prior to signing this loan agreement; and
- g) we have received, in relation to you in a form satisfactory to us:

 a certificate of financial advice satisfactory to us.

4. Carved outs

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

5. Payment methods

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

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

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

7. Limited Recourse

7.1 Limit

Despite any other provision of this loan agreement, we may not have recourse to you or your assets. We may only have recourse for the *total amount owing* under this loan agreement to the *security property* and its proceeds to be available to us as a result of a realisation of the *security property* (after payment of enforcement costs etc).

7.2 Nominee

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

7.3 Unrestricted remedies

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

- exercising our rights or powers under:
- the mortgage in relation to the security property;
- third party security, or
- any guarantee;
- obtaining an injunction or other order to restrain any breach of this loan agreement by any party; or
- obtaining declaratory relief.
- (b) (Limited agency) In exercising any right, power or remedy under this loan agreement, neither we nor any receiver, receiver and manager, agent or attorney appointed under this loan agreement shall incur, or have the authority to incur, any liability on your behalf of or for your account except a liability which is itself subject to the limitation in clause 7.1 (Limit and release).
- (c) (Amount owing) For the purpose of determining the liability of any guarantor or any third party security provider in relation to the total amount owing the limit on your liability under clause 7.1 (Limit and release) will be disregarded.

7.4 Restricted remedies

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

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

8. Other things you must do

8.1 Security custodian must comply with the mortgage

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

CONTACT DETAILS

Bank of Melbourne contact

The person at Bank of Melbourne to contact about this offer is:

Name-Branch address: **Broker Mortgage Services** Po Box 3607 Parramatta 2150

Tel: 1300137532

Fax:

Our solicitor or securities department contact

Name: Address/DX: Vic Customer Mortgage Services

Tel:

Level 8, 530 Collins St Melbourne 3000

Borrower's solicitor

Name: Address/DX: Anthonys Solicitors

The Stables, Level 1, 360 Mill Park VIC 3082

Tel: 0394367917

Fax: 0394368318

Offer from Bank of Melbourne

We offer to lend you the *loan amount* on the terms and conditions set out in this *Offer* and the separate Residential Loan Agreement General Terms and Conditions booklet (dated 1 July 2015). (In that separate booklet, a reference to the "Offer" is a reference to this Offer.)

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

Signed on behalf of Bank of Melbourne

by:

5.

Scott Tanner, Chief Executive Name of authorised officer Date of offer 26/02/16

Acceptance by borrower

By signing this document you:

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

- · a copy of any notice to us, and
- a copy of your loan account statements,

acknowledge that each security described in the section headed "Security" extends to the resulting loan agreement between you and us and that that resulting loan agreement is an agreement covered by each of those securities. You declare that you understand that the mortgaged or other secured property will be at risk if you default,

- 6. agree to notify us promptly in writing if you change your
- declare that the information you gave in your application for this loan (including any declaration as to the purpose of the loan) is still correct and not misleading.

This agreement is not regulated by the National Credit Code.

BEFORE YOU SIGN

IMPORTANT THINGS YOU MUST KNOW

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

there is anything you do not understand.

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

Signed by Avoline Nominees Pty Ltd. ACN 147 597 840 Atf The Avolino Superannuation Fund ABN 19 751 057 026 in accordance with Section 127(1) of the Corporation Act (and if only person signs, they sign in the capacity as Sole Director/Sole Company Secretary).

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Signature of authorised person	Signature of authorised person
Name of authorised person	Name of authorised person
Position of authorised person	Position of authorised person