



Westpac Banking Corporation
ABN 33 007 457 141
AFSL 233714 Australian credit licence 233714

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Perth WA 6000
Telephone 0478 319 960
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www.westpac.com.au

24 February 2014

The Director
Cliff Fund Pty Ltd
67 Cape Le Grand Avenue
AUBIN GROVE WA 6164

LOAN OFFER

To: CLIFF FUND PTY LTD ACN 166 171 017 in its capacity as trustee for the Clifford Superannuation Fund

Westpac Banking Corporation (the **Bank**) is pleased to offer you a SMSF Investment Property Loan. Before you take it, you should obtain your own legal and financial advice.

This offer replaces any previous offer made following your credit application. Any such previous offer is cancelled.

All the terms and conditions of the Bank's offer to you are set out in:

- this **Letter**; and
- the accompanying Loan Booklet (the **Booklet**).

If there is any inconsistency between this Letter and the Booklet, this Letter prevails.

If you accept your Loan Offer, the terms and conditions of your contract with the Bank are set out in this Letter and the Booklet.

Some of the more important terms and conditions are set out in the following table. Some words used in this offer have special meanings set out in Part 5 of the Booklet, *Reading this Booklet and the Letter*.

OFFER DATE	The information in this table is current as at 24 February 2014.
AMOUNT OF CREDIT	\$300,000.00
ANNUAL PERCENTAGE RATE	The Bank's Variable Investment Property Rate – Plan 2 (which is currently 5.98 % per annum) will apply.
TERM	After this loan is fully drawn, you will repay it over a term of 30 years.
REPAYMENTS	After the date you first draw this loan you will make repayments as follows: <ul style="list-style-type: none">▪ each Payment Due Date from 24/03/2014 to 24/01/2044 - \$1,797.00▪ with your final payment on 24/02/2044 of \$1,797.00 – note that if loan is interest

<p>PAYMENT DUE DATE</p>	<p>only for the whole loan term this amount will be the whole loan amount</p> <p>Any amount set out above is based on certain assumptions – please refer to Part 3 of the Booklet under the heading <i>Your repayments</i>.</p> <p>Payments are due monthly on each Payment Due Date, except as set out under <i>Repayments</i> above.</p> <p>The first Payment Due Date will be one month after your loan account is opened, on the same day of the next month. However, where your loan account is opened on the 29th, 30th or 31st of a month, the first Payment Due Date will be on the 28th of the next month. Each Payment Due Date after that will be on the same day in each month.</p> <p>You can make payments more often. You will need to arrange this separately with the Bank.</p>
<p>CREDIT FEES AND CHARGES</p>	<p>INITIAL FEES AND CHARGES</p> <p>You must pay these before you draw your loan. However, any fees and charges which the Bank agrees to finance from your loan can be paid when you first draw your loan.</p> <p>BANK FEES:</p> <ul style="list-style-type: none"> ▪ bank cheque issuance fee \$10.00 Per bank cheque. Payable if you request the Bank to issue more than one bank cheque during settlement. The actual amount payable will only be known at the time of settlement. By accepting this Loan Offer you agree to pay the actual total amount. ▪ loan establishment fee \$1,500.00 ▪ guarantor fee \$200.00 <p>GOVERNMENT CHARGES:</p> <p>The fee amounts detailed below are indicative based on the current government charge that applies at the Offer Date. The actual amount of these fees will only be known at the time that each fee is paid. By accepting this offer you agree to pay the actual amount of each fee.</p> <ul style="list-style-type: none"> ▪ mortgage registration fee \$160.00 ▪ mortgage discharge fee nil ▪ transfer/conveyance registration fee nil ▪ mortgage/loan security stamp duty nil ▪ stamp duty on property transfer nil <p>These amounts assume you are not entitled to a stamp duty or other exemption or concession. If the Bank receives from you, before it pays the relevant duty or fee, necessary proof of your entitlement to an exemption or concession, then the amount will be reduced or removed accordingly.</p> <p>OTHER PARTIES</p> <ul style="list-style-type: none"> ▪ external legal fees \$1,430.00 payable to the Bank's solicitors in relation to their review of the loan, security and trust documents relating to your loan. <p>ONGOING AMOUNTS</p>

- **Loan Maintenance Fee** nil
payable on the first day of each month after the loan account is opened. However, if the loan account is opened on or after the 15th day of a month no fee is payable in the next month.

POSSIBLE FEES AND CHARGES

There are some other fees and charges which you will have to pay, but only if you ask for certain things or certain things happen, as follows:

BANK FEES:

- **outward dishonour fee** \$9.00
payable each time the Bank dishonours or rejects a transaction that you initiate (for example a cheque or a direct debit) from your loan account;
- **periodic payment not made fee** \$9.00
payable each time a periodic payment is not made to your loan account due to a lack of funds in the relevant account;
- **account overdrawn fee** \$9.00
payable each time the Bank honours a transaction initiated by you resulting in the balance of your loan account exceeding the current limit;
- **information fee**
payable when you or any guarantor ask the Bank for information, and the Bank gives that information in writing. The fee will be **\$1.00** per minute on the time actually spent in retrieving and providing the information;
- **additional and duplicate statement fee**
payable when you ask the Bank for more than one copy of a regular statement of account besides the copy that is automatically sent to you - **\$4.00** per page of each additional statement issued. However, a fee of **\$7.50** per page is payable when you ask for a copy of a previously issued statement of account;
- **document handling fee** \$150.00
payable when:
 - the Bank deals with the mortgage document or title document (for example, if further stamp duty is payable or a discharge of mortgage is to be registered);
 - or
 - the Bank is required to consent to the registration of any dealing with the mortgaged property (for example, the registration of a plan of subdivision or a lease);
- **discharge settlement fee** \$350.00
payable when the Bank deals with the mortgage document or title document and the dealing involves a settlement transaction (for example, settlement of the sale of the mortgaged property or any part of it);
- **arrears notice fee** \$9.00
payable for every arrears letter (after the first arrears letter) or notice (other than the default notice) or demand the Bank sends you in relation to a default. This fee will be debited to your loan account;
- **default notice fee** \$85.00
this fee is debited to your loan account on the date any default notice letter is sent to you;

CHARGES PAYABLE TO OTHER PARTIES:

- **external valuer's charge** **not known**

payable each time the Bank obtains a valuation or inspection from an external valuer (the amount of this charge is determined by reference to the external valuer's scale of fees);

GOVERNMENT CHARGES:

The fees detailed below are indicative based on the government charge(s) applicable as at the Offer Date. The actual amount payable will only be known at the time of discharge, and you agree to pay the applicable amount at that time.

- **discharge registration fee** **\$160.00**

payable when the Bank registers a discharge of an existing mortgage or other encumbrance on the title to your property (the amount of this charge will be determined by reference to the charge made by the relevant land titles office at the time of discharge);

VARIATIONS

The Bank may vary all or any one or more of the following:

- Annual Percentage Rate;
- loan term;
- Amount of Credit;
- amount, frequency and number of repayments and time for payment;
- existing fees and charges and their times for payment; and
- default margin referred to below,

except as set out in Part 3 of the Booklet under the heading *Variations to your loan contract*. The Bank may also introduce new fees and charges.

All of these changes can be made without your consent. The Bank will notify you or advertise the changes as set out in the Booklet.

Where amounts are calculated on certain assumptions, if the assumptions are incorrect (for example, if an interest rate changes) the amount will change.



ADDITIONAL TERMS AND CONDITIONS

LOAN PURPOSE

The purpose of this loan is to fund the purchase of the property at 3 Mugo Lane, Aubin Grove WA 6164 for investment purposes.

DRAWING YOUR LOAN

This is a Single Drawdown Loan. You can only draw it in one instalment.

FEES AND CHARGES PAYABLE

Over the whole of your loan term, the total amount of the credit fees and charges the Bank can currently determine that you will need to pay under this contract is \$1,870.00.

This is the total of the known amounts (based on the specified assumptions) for the initial fees and charges, and the ongoing amounts payable if your loan runs for its full term. These amounts are listed in the table.

Please note: in the Initial Fees and Charges section, where we are unable to determine or estimate a fee amount, we have not quoted it and it is not included in the total amount referred to above.

WHO WILL THE AMOUNT OF THIS LOAN BE PAID TO?

You authorise the Bank to disburse (pay out) your loan in accordance with instructions received from you or your solicitor / agent / conveyancer.

The Bank will pay a commission to Connective Lender Services Pty Ltd for referring your loan application to us. The amount of commission (exclusive of GST) payable initially when your loan account is opened is not currently ascertainable. There may be further amounts, payable as part of an incentive scheme (to the introducer or its employees or contractors) or over a set period of time as a trailing commission. If a further amount is payable as an incentive or as a trailing commission, the amount is not currently ascertainable.

DEFAULT INTEREST

If you do not make a payment when due you will pay the Bank interest on the overdue amount from the day it was due until it is paid. That interest will be calculated daily at the default rate divided by 365.

The default rate for overdue amounts at any time is the Annual Percentage Rate at that time plus a variable margin (the "**Default Margin**") which is currently 2% per annum.

The default rate will be the Bank's Variable Investment Property Rate – Plan 2 (which is currently 5.98% per annum) plus the Default Margin.

Applying current rates, the current default rate on this loan is 7.98% per annum.

SECURITY

The Security for this contract is set out in condition 4a under "Special Settlement Requirements" below. You are not obliged to give any new Security to the Bank but your loan cannot be drawn until the Security is completed and signed in the form required by the Bank.

Special Settlement Requirements

These conditions apply in addition to the conditions found in this Letter and the Booklet. To the extent there is any inconsistency between these conditions and the Booklet, these conditions will prevail.

1. In these conditions:
 - a. **guarantors** means **Michael Maurice Clifford** and **Hoa Thi Clifford** both of 67 Cape Le Grand Avenue, Aubin Grove, WA, 6164
 - b. **security** means the security set out in condition 4a below;

- c. **security custodian** means the **Cape MHT Pty Ltd ACN 166 171 419** of Unit 1, 235 Rockingham Road, Spearwood, WA, 6163
 - d. **security property** means **3 Mugo Lane, Aubin Grove WA 6164**
 - e. **superannuation fund** means **The Clifford Superannuation Fund**
2. You must use the Amount of Credit only for the purpose of acquiring property conforming to your investment strategy and the legal requirements binding on you to be held by the security custodian on trust for you as an investment.
 3. You acknowledge that the security custodian holds the security property on trust for you.
 4. We only have to lend you the Amount of Credit (or any part of it) if, in addition to the requirements in the Booklet:
 - a. we have received the following duly completed and executed in the form supplied by us or otherwise in form and substance satisfactory to us:
 - i. a mortgage of the security property (with annexures) signed by the security custodian;
 - ii. a guarantee and indemnity from the security custodian;
 - iii. a guarantee and indemnity from the guarantors;
 - iv. a custodian trust deed signed by the security custodian and you; and
 - v. an SMSF deed of trust declaration and undertakings signed by you, the security custodian and each of the beneficiaries of the superannuation fund; and
 - b. 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 the security property specified is insured (as required under each security) on a replacement and reinstatement basis and the security custodian has provided public liability insurance to us to our satisfaction;
 - iii. for at least the amount of cover we specify; and
 - iv. you and the security custodian are insured against public liability with respect to the property; and
 - c. you have given us in a form satisfactory to us:
 - i. documents constituting the superannuation fund;
 - ii. a copy of the contract of sale for the security;
 - iii. a certificate from your financial adviser;
 - iv. a statutory declaration from you satisfactory to us stating that:
 - you have received legal and financial advice prior to signing this loan agreement;
 - entering into this loan agreement is within your investment strategy; and
 - you have complied with the Superannuation Industry (Supervision) Act 1993 (Cth); and
 - d. you have satisfied us that you enter into 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 your legal obligations; and
 - iv. in accordance with your investment strategy; and
 5. The following loan options described in clause 6 of the Booklet do not apply to your loan: Portability, Redraw, Repayment holiday and Top up.

6. 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 enforcement of our security.
7. Condition 6 does not affect your obligations to the security custodian.
8. Subject to condition 9, nothing in condition 6 limits us in:
 - a. exercising our rights or powers under:
 - i. the mortgage in relation to the security property;
 - ii. any guarantee;
 - b. obtaining an injunction or other order to restrain any breach of this loan agreement by any party; or
 - c. obtaining declaratory relief,
9. 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 or for your account except a liability which is itself subject to the limitation in condition 6.
10. For the purpose of determining the liability of any guarantor in relation to the total amount owing, the limit on your liability under condition 6 will be disregarded.
11. We will not, in relation to any liability for which you are not liable under condition 6:
 - a. obtain a judgement for the payment of money or damages by you;
 - b. issue any demand under section 459E(1) of the *Corporations Act 2001* (Cth) (or any analogous provision under any other law) against you;
 - c. apply for the winding up of you;
 - d. levy or enforce any distress or other execution to, on or against any of your assets other than the security property;
 - e. apply for the appointment by a court of a receiver to any of your assets other than the security property; and
 - f. exercise or seek to exercise any set-off or counterclaim against you, or take proceedings for any of the above and we waive our rights in respect of those applications and proceedings.
12. You must ensure that the security custodian complies with all its obligations under any mortgage of the security property it gives in your favour
13. Westpac will need to be provided with a valuation, acceptable to Westpac from a valuer selected and instructed by Westpac, of the property at 3 Mugo Lane, Aubin Grove VIC 6164. The cost of the valuation is to be paid by you.

You acknowledge that you are responsible for ensuring that all of the loan and the investment and all associated transactions comply with all legal requirements (including the Superannuation Industry (Supervision) Act 1993 (Cth) and the documents establishing the superannuation fund). You should seek your own advice and make your own enquiries concerning all legal, taxation or financial aspects or risks. You should not rely on Westpac or any of its representatives or employees. None of them is giving any advice or assurance. If Westpac checks any of the above, or satisfies itself with respect to them it does it for its own purposes, and you should not place any reliance on it doing so.

Booklet

More details about the Security for your loan are in the Booklet.

Signed for Westpac Banking Corporation by

.....
**Jenny Whelan
Local Business Banker
Mobile 0478 319 960**

PLEASE SIGN BELOW

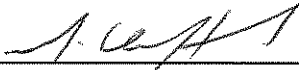
ACCEPTANCE OF LOAN OFFER

Please note: the accompanying Loan Booklet forms part of your Loan Offer. Each of you must sign below as acceptance of your Loan Offer and to confirm that you have received, read and understood the Booklet.

I/We accept the Bank's loan offer and agree to the terms and conditions set out in the Loan Offer.

Executed in accordance with section 127 of the *Corporations Act 2001* by

CLIFF FUND PTY LTD ACN 166 171 017 in its capacity as trustee for the Clifford Superannuation Fund

X 

Director Signature

X 

Director/Secretary Signature

Print Name

Print Name

Date : / /

Date : / /

INSTRUCTIONS AND AUTHORITY

Before you accept this offer you should read the following and complete it as applicable. If you select any of the following features, all borrowers must sign the authority which appears at the end of this section.

Payment of fees from another account

When you sign and return this loan offer, you should pay any unpaid fees and charges listed above which are payable before the loan is drawn (see the section "Initial fees and charges" in the table above) and which are not financed as part of this loan.

Payment of Initial Fees and Charges:

If you have enough money in another account with the Bank you can make the payment by instructing the Bank to pay the amount of the initial fees and charges out of that account. If you want to do this please provide your account details below. If you provide the details the Bank will debit the account for the amount of those fees and charges. However some of the fees and charges (for example registration fees and stamp duty) may not be debited until after the loan is first drawn.

If you do not provide the details or you do not have enough money in the account, you will need to pay the amount by cheque or cash.

Account name:.....

Account number:.....

Branch:.....

Payment of purchase money out of your account

If you are using your loan to finance part of the purchase price of a property, and you want the Bank to pay the remainder of the purchase money payable on settlement of the purchase out of your account, please provide your account details below.

Account name:.....

Account number:.....

Branch:.....

If you provide those details and there is enough money in the account, the Bank, as directed by your solicitor, or conveyancer or agent will debit that account for the balance of the purchase money payable at settlement and pay it at settlement (up to the maximum amount of \$_____ (insert an amount here if you want to have a limit on the amount deducted from your account)).

PLEASE NOTE: You cannot nominate a loan account as the account to be debited.

If the property you are buying is in Western Australia and you want the Bank to inform the vendor or the vendor's agent of finance approval when the conditions for drawing this loan have been satisfied, please provide below the name of the vendor or the vendor's agent and the address.

Name and address of Agent

Payment of your solicitor's/agent's/conveyancer's fees and charges out of your account

If you want the Bank to pay your solicitor's/agent's/conveyancer's fees and charges on settlement out of your account please provide your account details below.

Account name:.....

Account number:.....

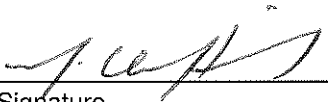
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If you provide those details and there is enough money in the account, the Bank, as directed by your solicitor/agent/conveyancer, will debit that account for the amount of those costs and pay them at settlement.

PLEASE NOTE: You cannot nominate a loan account as the account to be debited.

Executed in accordance with section 127 of the *Corporations Act 2001* by

CLIFF FUND PTY LTD ACN 166 171 017 in its capacity as trustee for the Clifford Superannuation Fund

X 

Director Signature

MICHAEL MAURICE
Print Name CLIFFORD

Date : 5/3/2014

X 

Director/Secretary Signature

HOA THI CLIFFORD
Print Name

Date : 5/3/2014



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Applying current rates, the current default rate on this loan is 7.98% per annum.

SECURITY

The Security for this contract is set out in condition 4a under "Special Settlement Requirements" below. You are not obliged to give any new Security to the Bank but your loan cannot be drawn until the Security is completed and signed in the form required by the Bank.

Special Settlement Requirements

These conditions apply in addition to the conditions found in this Letter and the Booklet. To the extent there is any inconsistency between these conditions and the Booklet, these conditions will prevail.

1. In these conditions:
 - a. **guarantors** means **Michael Maurice Clifford** and **Hoa Thi Clifford** both of 67 Cape Le Grand Avenue, Aubin Grove, WA, 6164
 - b. **security** means the security set out in condition 4a below;

- c. **security custodian** means the **Cape MHT Pty Ltd ACN 166 171 419** of Unit 1, 235 Rockingham Road, Spearwood, WA, 6163
 - d. **security property** means **3 Mugo Lane, Aubin Grove WA 6164**
 - e. **superannuation fund** means **The Clifford Superannuation Fund**
2. You must use the Amount of Credit only for the purpose of acquiring property conforming to your investment strategy and the legal requirements binding on you to be held by the security custodian on trust for you as an investment.
 3. You acknowledge that the security custodian holds the security property on trust for you.
 4. We only have to lend you the Amount of Credit (or any part of it) if, in addition to the requirements in the Booklet:
 - a. we have received the following duly completed and executed in the form supplied by us or otherwise in form and substance satisfactory to us:
 - i. a mortgage of the security property (with annexures) signed by the security custodian;
 - ii. a guarantee and indemnity from the security custodian;
 - iii. a guarantee and indemnity from the guarantors;
 - iv. a custodian trust deed signed by the security custodian and you; and
 - v. an SMSF deed of trust declaration and undertakings signed by you, the security custodian and each of the beneficiaries of the superannuation fund; and
 - b. 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 the security property specified is insured (as required under each security) on a replacement and reinstatement basis and the security custodian has provided public liability insurance to us to our satisfaction;
 - iii. for at least the amount of cover we specify; and
 - iv. you and the security custodian are insured against public liability with respect to the property; and
 - c. you have given us in a form satisfactory to us:
 - i. documents constituting the superannuation fund;
 - ii. a copy of the contract of sale for the security;
 - iii. a certificate from your financial adviser;
 - iv. a statutory declaration from you satisfactory to us stating that:
 - you have received legal and financial advice prior to signing this loan agreement;
 - entering into this loan agreement is within your investment strategy; and
 - you have complied with the Superannuation Industry (Supervision) Act 1993 (Cth); and
 - d. you have satisfied us that you enter into 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 your legal obligations; and
 - iv. in accordance with your investment strategy; and
 5. The following loan options described in clause 6 of the Booklet do not apply to your loan: Portability, Redraw, Repayment holiday and Top up.

6. 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 enforcement of our security.
7. Condition 6 does not affect your obligations to the security custodian.
8. Subject to condition 9, nothing in condition 6 limits us in:
 - a. exercising our rights or powers under:
 - i. the mortgage in relation to the security property;
 - ii. any guarantee;
 - b. obtaining an injunction or other order to restrain any breach of this loan agreement by any party; or
 - c. obtaining declaratory relief,
9. 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 or for your account except a liability which is itself subject to the limitation in condition 6.
10. For the purpose of determining the liability of any guarantor in relation to the total amount owing, the limit on your liability under condition 6 will be disregarded.
11. We will not, in relation to any liability for which you are not liable under condition 6:
 - a. obtain a judgement for the payment of money or damages by you;
 - b. issue any demand under section 459E(1) of the *Corporations Act 2001* (Cth) (or any analogous provision under any other law) against you;
 - c. apply for the winding up of you;
 - d. levy or enforce any distress or other execution to, on or against any of your assets other than the security property;
 - e. apply for the appointment by a court of a receiver to any of your assets other than the security property; and
 - f. exercise or seek to exercise any set-off or counterclaim against you, or take proceedings for any of the above and we waive our rights in respect of those applications and proceedings.
12. You must ensure that the security custodian complies with all its obligations under any mortgage of the security property it gives in your favour
13. Westpac will need to be provided with a valuation, acceptable to Westpac from a valuer selected and instructed by Westpac, of the property at 3 Mugo Lane, Aubin Grove VIC 6164. The cost of the valuation is to be paid by you.

You acknowledge that you are responsible for ensuring that all of the loan and the investment and all associated transactions comply with all legal requirements (including the Superannuation Industry (Supervision) Act 1993 (Cth) and the documents establishing the superannuation fund). You should seek your own advice and make your own enquiries concerning all legal, taxation or financial aspects or risks. You should not rely on Westpac or any of its representatives or employees. None of them is giving any advice or assurance. If Westpac checks any of the above, or satisfies itself with respect to them it does it for its own purposes, and you should not place any reliance on it doing so.

Booklet

More details about the Security for your loan are in the Booklet.

Signed for Westpac Banking Corporation by

.....

Jenny Whelan
Local Business Banker
Mobile 0478 319 960

PLEASE SIGN BELOW


ACCEPTANCE OF LOAN OFFER

Please note: the accompanying Loan Booklet forms part of your Loan Offer. Each of you must sign below as acceptance of your Loan Offer and to confirm that you have received, read and understood the Booklet.

I/We accept the Bank's loan offer and agree to the terms and conditions set out in the Loan Offer.

Executed in accordance with section 127 of the *Corporations Act 2001* by

CLIFF FUND PTY LTD ACN 166 171 017 in its capacity as trustee for the Clifford Superannuation Fund

X 

Director Signature

X 

Director/Secretary Signature

MICHAEL MAURICE CLIFFORD
Print Name

HOATHI CLIFFORD
Print Name

Date : 5/3 /2014

Date : 5/3 /2014

INSTRUCTIONS AND AUTHORITY

Before you accept this offer you should read the following and complete it as applicable. If you select any of the following features, all borrowers must sign the authority which appears at the end of this section.

Payment of fees from another account

When you sign and return this loan offer, you should pay any unpaid fees and charges listed above which are payable before the loan is drawn (see the section "Initial fees and charges" in the table above) and which are not financed as part of this loan.

Payment of Initial Fees and Charges:

If you have enough money in another account with the Bank you can make the payment by instructing the Bank to pay the amount of the initial fees and charges out of that account. If you want to do this please provide your account details below. If you provide the details the Bank will debit the account for the amount of those fees and charges. However some of the fees and charges (for example registration fees and stamp duty) may not be debited until after the loan is first drawn.

If you do not provide the details or you do not have enough money in the account, you will need to pay the amount by cheque or cash.

Account name:.....

Account number:.....

Branch:.....

Payment of purchase money out of your account

If you are using your loan to finance part of the purchase price of a property, and you want the Bank to pay the remainder of the purchase money payable on settlement of the purchase out of your account, please provide your account details below.

Account name:.....

Account number:.....

Branch:.....

If you provide those details and there is enough money in the account, the Bank, as directed by your solicitor, or conveyancer or agent will debit that account for the balance of the purchase money payable at settlement and pay it at settlement (up to the maximum amount of \$ _____ (insert an amount here if you want to have a limit on the amount deducted from your account)).

PLEASE NOTE: You cannot nominate a loan account as the account to be debited.

If the property you are buying is in Western Australia and you want the Bank to inform the vendor or the vendor's agent of finance approval when the conditions for drawing this loan have been satisfied, please provide below the name of the vendor or the vendor's agent and the address.

Name and address of Agent

Payment of your solicitor's/agent's/conveyancer's fees and charges out of your account

If you want the Bank to pay your solicitor's/agent's/conveyancer's fees and charges on settlement out of your account please provide your account details below.

Account name:.....

Account number:.....

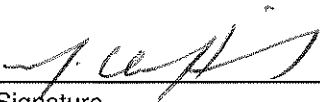
Branch:.....

If you provide those details and there is enough money in the account, the Bank, as directed by your solicitor/agent/conveyancer, will debit that account for the amount of those costs and pay them at settlement.

PLEASE NOTE: You cannot nominate a loan account as the account to be debited.

Executed in accordance with section 127 of the *Corporations Act 2001* by

CLIFF FUND PTY LTD ACN 166 171 017 in its capacity as trustee for the Clifford Superannuation Fund

X 

Director Signature

MICHAEL MAURICE
Print Name CLIFFORD

Date : 5/3/2014

X 

Director/Secretary Signature

HOA THI CLIFFORD
Print Name

Date : 5/3/2014

Level 9, 109 St Georges Terrace
Perth WA 6000

Phone: 0478 319 960

Our Ref: 101723513
Your Ref: 12417368

MRS HOA THI CLIFFORD
67 CAPE LE GRAND AVE
AUBIN GROVE WA 6164

24 February 2014

Dear MRS CLIFFORD,

Execution of Guarantee Documentation

We enclose the following:

- guarantee and indemnity (*guarantee*) to be given by you and MICHAEL MAURICE CLIFFORD (Where there is more than one guarantor named in the document, you and your co-guarantors may elect to sign the same document. Alternatively, each guarantor may sign and return the copy of the guarantee forwarded to them under separate cover);
- copy of the Loan Offer Contract summarising the guaranteed Obligations (This is the final *letter of offer* provided to the Customer and includes any conditions in any earlier version that were satisfied before this letter was issued. Upon the Customer's acceptance it will become the *credit contract* and will include a list of all related securities);

Read the warning on the front cover of the guarantee. As it says, the guarantee is a very important document. It means you may have to pay a lot of money to cover debts of our Customer.

Before you sign the guarantee:

- you should read it carefully;
- you should check for yourself whether CLIFF FUND PTY LTD ACN 166 171 017 As Trustee For The Clifford Superannuation Fund can pay the Customer's debts; and
- you should see your own lawyer and a financial adviser, like an accountant and give them the documentation and all the information we give you.

If you choose to sign the guarantee, please return the following to this office:

- the signed form of guarantee; this may be signed in the presence of your lawyer or you may sign it in the presence of a Bank Officer;
note: Where more than one person is named as guarantor each of you may choose to sign the same copy of the guarantee. You should discuss this with your co-guarantor(s).

Yours sincerely,

Jenny Whelan
Local Business Banker

Enc

Level 9, 109 St Georges Terrace
Perth WA 6000

Phone: 0478 319 960

Our Ref: 101723513
Your Ref: 12417368

MR MICHAEL MAURICE CLIFFORD
67 CAPE LE GRAND AVE
AUBIN GROVE WA 6164

24 February 2014

Dear MR CLIFFORD,

Execution of Guarantee Documentation

We enclose the following:

- guarantee and indemnity (*guarantee*) to be given by you and HOA THI CLIFFORD (Where there is more than one guarantor named in the document, you and your co-guarantors may elect to sign the same document. Alternatively, each guarantor may sign and return the copy of the guarantee forwarded to them under separate cover);
- copy of the Loan Offer Contract summarising the guaranteed Obligations (This is the final *letter of offer* provided to the Customer and includes any conditions in any earlier version that were satisfied before this letter was issued. Upon the Customer's acceptance it will become the *credit contract* and will include a list of all related securities);

Read the warning on the front cover of the guarantee. As it says, the guarantee is a very important document. It means you may have to pay a lot of money to cover debts of our Customer.

Before you sign the guarantee:

- you should read it carefully;
- you should check for yourself whether CLIFF FUND PTY LTD ACN 166 171 017 As Trustee For The Clifford Superannuation Fund can pay the Customer's debts; and
- you should see your own lawyer and a financial adviser, like an accountant and give them the documentation and all the information we give you.

If you choose to sign the guarantee, please return the following to this office:

- the signed form of guarantee; this may be signed in the presence of your lawyer or you may sign it in the presence of a Bank Officer;
note: Where more than one person is named as guarantor each of you may choose to sign the same copy of the guarantee. You should discuss this with your co-guarantor(s).

Yours sincerely,

Jenny Whelan
Local Business Banker

Enc

FORM APPROVAL
B2760

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

MORTGAGE

DESCRIPTION OF LAND (Note 1)

EXTENT

VOLUME

FOLIO

Lot 293 on Plan 49269

Whole

2614

743

ESTATE AND INTEREST BEING MORTGAGED (Note 2)

Fee Simple

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (Note 3)

1. *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR WATER CORPORATION FOR SEWERAGE PURPOSES – SEE DEPOSITED PLAN 49269
2. *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR UNDERGROUND ELECTRICITY PURPOSES TO WESTERN POWER CORPORATION SEE DEPOSITED PLAN 49269
3. *EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR GAS PURPOSES TO ALINTA GAS NETWORKS PTY LTD SEE DEPOSITED PLAN 49269
4. J648757 RESTRICTIVE COVENANT BURDEN. REGISTERED 7.3.2006

MORTGAGOR (Note 4)

Cape MHT Pty Ltd ACN 166 171 419 of Unit 1/235 Rockingham Road, Spearwood, WA 6163

MORTGAGEE

WESTPAC BANKING CORPORATION ABN 33 007 457 141 having its office in Western Australia at 109 St Georges Terrace, Perth, WA 6000. (the "Lender")

For value, including the Lender, at the request of you, the Mortgagor, giving or continuing credit or not exercising rights or agreeing to do so (even conditionally),

THE MORTGAGOR:-

FIRSTLY, MORTGAGE TO THE MORTGAGEE the estate and interest herein specified in the described land subject however to the encumbrances as shown hereon.

SECONDLY, COVENANT WITH THE MORTGAGEE as follows:

You, the Mortgagor, have read a copy of the memorandum of common provisions registered with the Department of Land Administration, Perth, Western Australia, as number L380817 and Annexure A. It forms part of this mortgage.

DATED the day of year

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL I/WE THE REGISTERED PROPRIETOR REQUEST THE ISSUE / ~~NON-ISSUE~~ (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

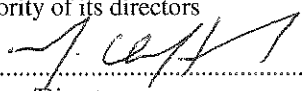
Signed 

Signed 

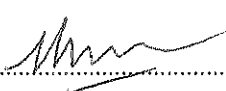
MORTGAGORS SIGN HERE (Note 5)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED REGISTERED PROPRIETOR TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

SIGNED by
Cape MHT Pty Ltd ACN 166 171 419
by authority of its directors


.....
*Secretary/Director

MICHAEL MAURILE CLIFFORD
Name in full (BLOCK LETTERS)


.....
Director

HOA THI CLIFFORD
Name in full (BLOCK LETTERS)

*Delete whichever is not applicable

FORM APPROVAL B2731

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO

This is the Annexure marked "A" referred to in the mortgage between Cape MHT Pty Ltd ACN 166 171 419 as Mortgagor and Westpac Banking Corporation ABN 33 007 457 141 as Mortgagee in relation to the land described in Lot 293 on Plan 49269 Volume 2614 Folio 743

This Annexure forms part of your Mortgage. To the extent there are any inconsistencies between this Annexure and the Memorandum of Common Provisions General Conditions Booklet, this Annexure will prevail.

1. Key words

The meaning of some key words is explained in clause A2 of the Memorandum of Common Provisions General Conditions Booklet and clause 3 in this Annexure.

2. Limited recourse

- (a) Despite any other provision of this Mortgage, we may not have recourse to you or your assets under or in connection with this Mortgage, except with respect to the amounts secured by this Mortgage, we may have recourse to the Property and its proceeds and the total amount available to us as a result of a realisation of the Property (after payment of enforcement costs etc).
- (b) Subject to paragraph (c), nothing in paragraph (a) above limits us in:
 - (i) exercising our rights or powers under this Mortgage in relation to the Property;
 - (ii) obtaining an injunction or other order to restrain any breach of this Mortgage; or
 - (iii) obtaining declaratory relief.
- (c) In exercising any right, power or remedy under this Mortgage, neither we nor any receiver, receiver and manager, agent or attorney appointed under this Mortgage shall incur, or have the authority to incur, any liability on your behalf or for your account except a liability which is itself subject to the limitation in paragraph (a).
- (d) For the purpose of determining the liability of any other guarantor or any security provider in relation to the amount owing the limit on your liability under paragraph (a) will be disregarded.
- (e) We will not, in relation to any liability for which you are not liable under paragraph (a):
 - (i) obtain a judgment for the payment of money or damages by you;
 - (ii) issue any demand under s459E(1) of the Corporations Act 2001 (or any analogous provision under any other law) against you;
 - (iii) apply for the winding up of you or your bankruptcy;
 - (iv) levy or enforce any distress or other execution to, on or against any of your assets other than the property;
 - (v) apply for the appointment by a court of a receiver to any of your assets other than the property;

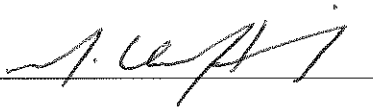
- (vi) exercise or seek to exercise any set-off or counterclaim against you; or
- (vii) take proceedings for any of the above and we waive our rights in respect of those applications and proceedings.

3. Agreements covered by this Mortgage

- (a) Each of the following is a Lender Arrangement for the purposes of this Mortgage:
 - (i) any loan agreement between us and the borrower named in it for the financing by us of the cost of acquisition of the Property by you;
 - (ii) any guarantee and indemnity given by you in respect of the obligations under that loan agreement;
 - (iii) any SMSF deed of trust declarations and undertakings entered into in connection with the loan agreement.
- (b) Despite any other provision of this Mortgage, this Mortgage only secures obligations under the documents specified in paragraph (a).

Executed in accordance with section 127 of the Corporations Act 2001 by Cape MHT Pty Ltd ACN 166 171 419

Director



Director/Secretary



THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

INSTRUCTIONS

- 1 If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Registered Proprietor is required by signing this panel.*** The option that a Duplicate Certificate of Title not be re-issued is only exercisable on a first Mortgage.
5. If further Covenants or Memoranda of Provisions are to be shown or if insufficient space in the "Box Section" hereon page 2 should be used. Appropriate headings should be shown. The unused "Box Section" should only contain the words " See Page-".

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being mortgaged. If share only, specify.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS**
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being mortgaged that are recorded on the certificate(s) of title:
(a) In the Second Schedule;
(b) If no Second Schedule, that are encumbrances.
(Unless to be removed by action or document before registration hereof)

Do not show any:
(a) Easement Benefits or Restrictive/Covenant Benefits; or
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".
If none show "Nil".
4. **MORTGAGOR**
State full name and address of the mortgagor/mortgagors (Registered Proprietor) as shown on Certificate of Title or Crown Lease and the address/addresses to which future notices can be sent.
5. **MORTGAGOR'S EXECUTION**
The Mortgagor/Registered Proprietor must sign this section of the Attestation Sheet. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

MORTGAGE

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

WESTPAC BANKING CORPORATION

ADDRESS

360 Collins Street, Melbourne

PHONE No.

FAX No. (08) 9325 8094

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

- | | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk |

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

GUARANTEE AND INDEMNITY

(SECURITY CUSTODIAN)

WARNING: THIS IS A VERY IMPORTANT DOCUMENT

You may have to pay money owed by the Customer referred to below as well as or instead of the Customer.

BEFORE YOU SIGN IT:

- you should read carefully both it and the Memorandum of Common Provisions referred to below;*
- you should check for yourself whether the Customer can and will pay its debts; and*
- you should see your own lawyer and financial adviser.*

GUARANTEE AND INDEMNITY

by

you, *the Guarantor*

Cape MHT Pty Ltd ACN 166 171 419 as trustee for the **MH Property Trust** of Unit 1/235 Rockingham Road, Spearwood, WA 6163

to

the Lender

WESTPAC BANKING CORPORATION ABN 33 007 457 141 of 109 St George Terrace, Perth, WA

in respect of money now or in the future owed by

the Customer

Cliff Fund Pty Ltd as trustee for the **Clifford Superannuation Fund** of Goodall & Co, Unit 1/235 Rockingham Road, Spearwood, WA 6163

in relation to

the Guaranteed Obligations

all liabilities and obligations of the Customer (alone or with others) now or in the future under or in respect of any of the following or any amendment or replacement to them.

Loan Agreement dated **24 February 2014** between the Lender and the Customer or any other arrangement or obligation you agree is covered by this Guarantee and Indemnity.

on the terms set out in the *Memorandum of Common Provisions* referred to below.

Is there a limit on your liability?

There is a limit on the amount which you can be required to pay under this Guarantee and Indemnity. It is as specified in the special conditions below.

Security for this Guarantee & Indemnity includes the following:

3 Mugo Lane, Aubin Grove WA 6164

SPECIAL CONDITIONS

1. You unconditionally and irrevocably waive, and agree not to claim, any right of contribution, subrogation and indemnity (and any other equivalent right) against the Customer arising from or in connection with this guarantee and indemnity.
2. Despite any other provision of this Guarantee & Indemnity:
 - (a) the Lender may not have recourse to you or to your assets; and
 - (b) neither you nor the Lender may have recourse to the Customer or the Customer's assets, under or in connection with this Guarantee & Indemnity, except the Lender may have recourse to the Property and its proceeds and the total amount available to the Lender as a result of a realisation of the property (after payment of enforcement costs etc).
3. Subject to sub-paragraph (b), nothing in special condition 2 limits the Lender in:
 - (a) exercising its rights or powers over the Property or under any Security;
 - (b) obtaining an injunction or other order to restrain any breach of this Guarantee & Indemnity by any party; or
 - (c) obtaining declaratory relief.
4. In exercising any right, power or remedy under this guarantee and indemnity:
 - (a) neither the Lender nor any receiver, receiver and manager, agent or attorney appointed under this Guarantee & Indemnity shall incur, or have the authority to incur, any liability on your behalf or for your account except a liability which is itself subject to the limitation in special condition 2; and
 - (b) neither you, the Lender, nor any receiver, receiver and manager, agent or attorney appointed under this Guarantee & Indemnity shall incur, or have the authority to incur, any liability on behalf of the Customer or for the Customer's account except a liability which is itself subject to the limitation in special condition 2.
5. For the purpose of determining the amount of the Guaranteed Money, the limit on your and the Customer's liability under special condition 2 will be disregarded.
6. The Lender will not, in relation to any liability for which you or the Customer is not liable under special condition 2:
 - (a) obtain a judgment for the payment of money or damages by you or the Customer;
 - (b) issue any demand under s459E(1) of the Corporations Act (or any analogous provision under any other law) against you or the Customer;
 - (c) apply for the winding up of you or the Customer;
 - (d) levy or enforce any distress or other execution to, on or against any of your or the Customer's assets other than the Property;
 - (e) apply for the appointment by a court of a receiver to any of your or the Customer's assets other than the Property; and
 - (f) exercise or seek to exercise any set-off or counterclaim against you or the Customer, or take proceedings for any of the above and you and the Lender waive your rights in respect of those applications and proceedings.

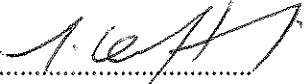
You sign this Guarantee or Indemnity for value, including the Lender, at your request, giving or continuing credit for the Customer or agreeing to do so even conditionally.

You confirm that you have read and understood the Memorandum of Common Provisions retained by the Department of Land Administration, Perth, Western Australia as number L380817. It forms part of this Guarantee and Indemnity.

This Guarantee and Indemnity may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

EXECUTED as a Deed on
(Date)

CAPE MHT PTY LTD
ACN 166 171 419
In accordance with section 127
Of the Corporations Act 2001 (Cth):


.....
Director/Secretary


.....
Director

<p>I certify that the Attorney for the Lender, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.</p>	<p>SIGNED SEALED AND DELIVERED by as attorney for Westpac Banking Corporation under power of attorney Registered 17 January 2001</p>
<p>..... Signature of Witness</p>	<p>..... Signature</p>
<p>..... Name of Witness</p>	<p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p>
<p>..... Address of Witness</p>	

GUARANTEE AND INDEMNITY

(PERSONAL)

WARNING: THIS IS A VERY IMPORTANT DOCUMENT

You may have to pay money owed by the Customer referred to below as well as or instead of the Customer.

BEFORE YOU SIGN IT:

- you should read carefully both it and the Memorandum of Common Provisions referred to below;*
- you should check for yourself whether the Customer can and will pay its debts; and*
- you should see your own lawyer and financial adviser.*

GUARANTEE AND INDEMNITY

by

you, *the Guarantor*

Michael Maurice Clifford of 67 Cape Le Grand Avenue, Aubin Grove, WA 6164 and any other person listed as a Guarantor on the back cover

to

the Lender

WESTPAC BANKING CORPORATION ABN 33 007 457 141 of 109 St George Terrace, Perth, WA

in respect of money now or in the future owed by

the Customer

Cliff Fund Pty Ltd ACN 166 171 017 as trustee for the **Clifford Superannuation Fund** Goodall & Co, Unit 1/235 Rockingham Road, Spearwood, WA 6163

in relation to

the Guaranteed Obligations

all liabilities and obligations of the Customer (alone or with others) now or in the future under or in respect of any of the following or any amendment or replacement to them.

Loan Agreement dated **24 February 2014** between the Lender and the Customer or any other arrangement or obligation you agree is covered by this Guarantee and Indemnity.

on the terms set out in the *Memorandum of Common Provisions* referred to below.

Is there a limit on your liability?

There is a limit on the amount which you can be required to pay under this Guarantee and Indemnity. It is \$300,000.00 (or any other amount agreed in writing) plus amounts like government duties and charges, fees, costs, expenses and interest.

Security for this Guarantee and Indemnity includes the following:
N/A

SPECIAL CONDITIONS

- 1. Despite any other provision of any document or any right conferred or implied by law, your rights against the Customer in respect of any payment, cost, expense or anything else arising from or relating to this Guarantee and Indemnity are limited to 3 Mugo Lane, Aubin Grove WA 6164 (the **Property**). For example, if you pay any money to the Lender in response to a demand for payment by the Lender, you will only be entitled to recourse against the Property and will not be entitled to claim that amount back from any other asset of the Customer.

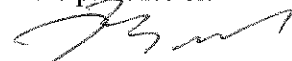
You sign this Guarantee or Indemnity for value, including the Lender, at your request, giving or continuing credit for the Customer or agreeing to do so even conditionally.

You confirm that you have read and understood the Memorandum of Common Provisions retained by the Department of Land Administration, Perth, Western Australia as number L380817 It forms part of this Guarantee and Indemnity.


This Guarantee and Indemnity may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

EXECUTED as a Deed on
(Date)

SIGNED by
Michael Maurice Clifford
in the presence of:




Signature of witness



Signature of Guarantor

ROYCE GOODALE 1/235 Rockingham Road Spearwood
Print name and address of witness

SIGNED by
Hoa Thi Clifford
in the presence of:



Signature of witness



Signature of Guarantor

ROYCE GOODALE 1/235 Rockingham Road Spearwood
Print name and address of witness

<p>I certify that the Attorney for the Lender, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.</p> <p>..... Signature of Witness</p> <p>..... Name of Witness</p> <p>..... Address of Witness</p>	<p>SIGNED SEALED AND DELIVERED by as attorney for Westpac Banking Corporation under power of attorney Registered 17 January 2001</p> <p>..... Signature By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p>
---	---

ADDITIONAL GUARANTORS

each of the following is also included as the Guarantor

Hoa Thi Clifford of 67 Cape Le Grand Avenue, Aubin Grove, WA 6164

FORM OF ACKNOWLEDGEMENT - GUARANTOR

Guarantor (Full Name) **Michael Maurice Clifford**

You are considering giving a guarantee to WESTPAC BANKING CORPORATION ABN 33 007 457 141 (the "Bank") which relates to:

Cliff Fund Pty Ltd ACN 166 171 017 as trustee for the Clifford Superannuation Fund (the "Customer")

BEFORE YOU SIGN IT please answer the following questions and sign this form.

Answer YES or NO

1. Have you read the Guarantee carefully?

Yes.

If you answered "yes" proceed to question 2.

If you answered "no", did you have the guarantee read out or translated for you? _____

2. Have you thought hard about whether to sign the Guarantee?

Have you made your own decision to sign the Guarantee (not just because someone asked you to)?

Yes.

3. Within the "Warning" box on the front cover of the Guarantee we have stated that before you sign the Guarantee you should get advice from your own lawyer and from your own financial adviser (such as an accountant).

Did you get that advice?

Yes.

4. *You will only need to answer this question if you answered "No" to question 3.0*

Do you understand that is your risk? (You are not looking to the Lender to explain the Guarantee to you or to advise you whether or not you should be signing. You do not expect the Lender to protect your interests or tell you the risk you run by signing the Guarantee. It is for you to make sure your interests are protected.)

5. Do you understand that among other things:

(a) If you sign the Guarantee you may have to pay the Lender a lot of money to repay the debts of the Customer?

Yes

(b) If the Customer does not pay on time money he or she owes to the Lender, the Lender can demand that you pay the money in place of the Customer or as well as the Customer?

Yes.

(c) If you do not pay that money to the Lender, then among other things:

- the Lender can sue you; and/or
- if you give a mortgage or other security which secures the Guarantee, the Lender can enforce it (for example, if that security includes a mortgage over your house, the Lender may sell the house)?

The Lender can do either or both of these things at the same time or at different times and you do not have a right of indemnity against the Customer.

Yes.

(d) The Lender can demand that you pay money to the Lender if for some reason it cannot recover the money from the Customer?

(For example, this might happen because the Customer might not have properly signed a document.)

Yes.

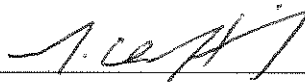
(e) You should check for yourself whether the Customer will be able to pay its debts. Even if the Lender tells you something you should still check it for yourself and get an accountant to check it for you.

Yes.

6. Do you understand that the Guarantee covers all money which the Customer owes the Lender under the Loan Agreement dated 24 February 2014 with a limit of **\$300,000.00** plus amounts like government duties and charges, fees, costs, expenses and interest?

Yes.

Dated _____

Guarantor's signature 

Please have the following section completed if the guarantee was translated for you.

Translator (Name) _____

Signature _____

FORM OF ACKNOWLEDGEMENT - GUARANTOR

Guarantor (Full Name) **Hoa Thi Clifford**

You are considering giving a guarantee to WESTPAC BANKING CORPORATION ABN 33 007 457 141 (the "Bank") which relates to:

Cliff Fund Pty Ltd ACN 166 171 017 as trustee for the Clifford Superannuation Fund (the "Customer")

BEFORE YOU SIGN IT please answer the following questions and sign this form.

Answer YES or NO

1. Have you read the Guarantee carefully?

Yes

If you answered "yes" proceed to question 2.

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2. Have you thought hard about whether to sign the Guarantee?

Have you made your own decision to sign the Guarantee (not just because someone asked you to)?

Yes

3. Within the "Warning" box on the front cover of the Guarantee we have stated that before you sign the Guarantee you should get advice from your own lawyer and from your own financial adviser (such as an accountant).

Did you get that advice?

Yes

4. *You will only need to answer this question if you answered "No" to question 3.0*

Do you understand that is your risk? (You are not looking to the Lender to explain the Guarantee to you or to advise you whether or not you should be signing. You do not expect the Lender to protect your interests or tell you the risk you run by signing the Guarantee. It is for you to make sure your interests are protected.)

Yes.

5. Do you understand that among other things:

(a) If you sign the Guarantee you may have to pay the Lender a lot of money to repay the debts of the Customer?

Yes.

(b) If the Customer does not pay on time money he or she owes to the Lender, the Lender can demand that you pay the money in place of the Customer or as well as the Customer?

Yes

(c) If you do not pay that money to the Lender, then among other things:

- the Lender can sue you; and/or
- if you give a mortgage or other security which secures the Guarantee, the Lender can enforce it (for example, if that security includes a mortgage over your house, the Lender may sell the house)?

The Lender can do either or both of these things at the same time or at different times and you do not have a right of indemnity against the Customer.

Yes.

(d) The Lender can demand that you pay money to the Lender if for some reason it cannot recover the money from the Customer?

(For example, this might happen because the Customer might not have properly signed a document.)

Yes.

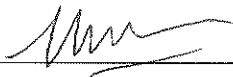
(e) You should check for yourself whether the Customer will be able to pay its debts. Even if the Lender tells you something you should still check it for yourself and get an accountant to check it for you.

Yes

6. Do you understand that the Guarantee covers all money which the Customer owes the Lender under the Loan Agreement dated 24 February 2014 with a limit of **\$300,000.00** plus amounts like government duties and charges, fees, costs, expenses and interest?

Yes

Dated 5.3.2014

Guarantor's signature 

Please have the following section completed if the guarantee was translated for you.

Translator (Name) _____

Signature _____

**FINANCIAL ADVICE CERTIFICATE
WESTPAC SUPER FUND LENDING**

To: Westpac Banking Corporation ABN 33 007 457 141
109 St George Terrace, Perth, WA

Borrower: Cliff Fund Pty Ltd ACN 166 171 017 as trustee for the Clifford
Superannuation Fund c/- Goodall & Co, Unit 1/235 Rockingham Road, Spearwood,
WA 6163

Declaration by financial adviser*

I, Royce Goodall
(Name)

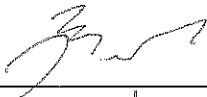
certify that:

1. I have been asked by the Borrower and its principal beneficiary collectively (the *Clients*) to advise them as to the financial impact of a limited recourse borrowing arrangement for a self-managed super fund ("the loan").
2. I have made enquiries about the Clients' financial affairs which I considered reasonably necessary to advise the Clients.
3. As a RG 146 accredited financial adviser, I have explained to the Clients:
 - a. the financial impact of the loan;
 - b. the risks associated with gearing in relation to investments; and
 - c. the fact that the amount owed by the Borrower on the loan must be repaid before the legal title to the security property can be transferred to the Borrower.
4. The acquisition of the property located at 3 Mugo Lane, Aubin Grove WA 6164 is within the investment strategy of the super fund for which the Borrower is trustee.
5. This explanation took place at (address) 1/235 Rockingham Road Spearwood WA.
The persons present at the meeting were Michael Marie Clifford
& Hon Teri Clifford.
6. The Clients appeared to:
 - a. be aware of and understand:
 - i. the financial components of the loan;

- ii. the costs and benefits of the loan;
- iii. the investment strategy of the fund;
- iv. the risks of direct property investment and gearing;
- v. the costs of running a self managed super fund; and

b. freely wish to obtain the loan.

7. [An independent interpreter was present at this meeting and interpreted the statements made by all persons present. A certificate by the interpreter is held by me.] **OR** [I believe the Clients are fluent in the English language in which I conducted the meeting.]

Signed:  _____

Address: 1/235 Burlington Road Spotswood


Date: 5/3/2014

Qualifications: CPA

Declaration by borrower

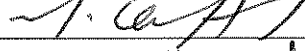
We, Michael Maurice Clifford a director of the Borrower and Hoa Thi Clifford a director of the Borrower, acknowledge and declare that:

1. The person providing the financial advice described in the above certificate, was selected by us to advise on the financial impact of a limited recourse borrowing arrangement for a self-managed super fund.
2. We understand the financial advice and explanations given to us, as described in the above certificate.
3. We are signing all documents in relation to the loan on behalf of the Borrower in accordance with section 127 of the Corporations Act.

Signature of Director: 

Name: Michael Maurice Clifford, Hoa Thi

Date: 5 / 3 / 14

Signature of Director: 

Name: Hoa Thi Clifford; Michael Maurice

Date: 5 / 3 / 14

STATUTORY DECLARATION

I, Hoa Thi Clifford of 67 Cape Le Grand Avenue, Aubin Grove, WA 6164, make the following declaration under the *Statutory Declarations Act*, 1959:

1. My full and correct name is Hoa Thi Clifford.
2. I am identical with Hoa Clifford noted as a director of Cape MHT Pty Ltd ACN 166 171 419 and Cliff Fund Pty Ltd ACN 166 171 017.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act*, 1959, and I believe that the statements in this declaration are true in every particular.

Declared
at
on
before me:

2014



Signature of person making the declaration

Signature of person before whom the declaration
is made

ROYCE GOODALL, CPA, 1/235 Rockingham Road Spearwood WA 6163

Full name, qualification* and address of person
before whom the declaration is made

* A list of persons qualified to witness this Statutory Declaration is attached

Attachment

The following persons may witness a statutory declaration made under the *Statutory Declarations Act, 1959* in accordance with regulation 4 of the *Statutory Declarations Regulations, 1993*.

1. a person who, under a law in force in a State or Territory, is currently licensed or registered to practise in an occupation listed in Schedule A;
2. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
3. a person listed in Schedule B.

Schedule A

<i>Item</i>	<i>Occupation</i>
101	Chiropractor
102	Dentist
103	Legal practitioner
104	Medical practitioner
105	Nurse
106	Optometrist
107	Patent attorney
108	Pharmacist
109	Physiotherapist
110	Psychologist
111	Trade marks attorney
112	Veterinary surgeon

Schedule B

<i>Item</i>	<i>Person</i>
201	Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
202	Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the <i>Consular Fees Act 1955</i>)
203	Bailiff
204	Bank officer with 5 or more continuous years of service

Schedule B

<i>Item</i>	<i>Person</i>
205	Building society officer with 5 or more years of continuous service
206	Chief executive officer of a Commonwealth court
207	Clerk of a court
208	Commissioner for Affidavits
209	Commissioner for Declarations
210	Credit union officer with 5 or more years of continuous service
211	Employee of the Australian Trade Commission who is: <ul style="list-style-type: none"> (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (d) of the <i>Consular Fees Act 1955</i>; and (c) exercising his or her function in that place
212	Employee of the Commonwealth who is: <ul style="list-style-type: none"> (a) in a country or place outside Australia; and (b) authorised under paragraph 3 (c) of the <i>Consular Fees act 1955</i>; and (c) exercising his or her function in that place
213	Fellow of the National Tax Accountants' Association
214	Finance company officer with 5 or more years of continuous service
215	Holder of a statutory office not specified in another item in this Schedule
216	Judge of a court
217	Justice of the Peace
218	Magistrate
219	Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the <u><i>Marriage Act 1961</i></u>
220	Master of a court
221	Member of Chartered Secretaries Australia
222	Member of Engineers Australia, other than at the grade of student
223	Member of the Association of Taxation and Management Accountants

Schedule B***Item* *Person***

- 224 Member of the Australian Defence Force who is:
- (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
- 225 Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- 226 Member of:
- (a) the Parliament of the Commonwealth; or
 - (b) the Parliament of a State; or
 - (c) a Territory legislature; or
 - (d) a local government authority of a State or Territory
- 227 Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*
- 228 Notary public
- 229 Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- 230 Permanent employee of:
- (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority; or
 - (c) a local government authority;
- with 5 or more years of continuous service who is not specified in another item in this Part
- 231 Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- 232 Police officer
- 233 Registrar, or Deputy Registrar, of a court

Schedule B***Item* *Person***

- 234 Senior Executive Service employee of:
- (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority
- 235 Sheriff
- 236 Sheriff's officer
- 237 Teacher employed on a full-time basis at a school or tertiary education institution

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

We, Michael Maurice Clifford of 67 Cape Le Grand Avenue, Aubin Grove, WA 6164 and Hoa Thi Clifford of 67 Cape Le Grand Avenue, Aubin Grove, WA 6164 (Declarant) make the following declaration under the *Statutory Declarations Act 1959*:

1. We are directors of Cliff Fund Pty Ltd ACN 166 171 017 ("Super Trustee"), the trustee of the Clifford Superannuation Fund ("Super Fund").
2. In its capacity as trustee of the Super Fund, the Super Trustee is the borrower named in certain loan and security documents in favour of Westpac Banking Corporation ABN 33 007 457 141 relating to a residential investment property located at 3 Mugo Lane, Aubin Grove WA 6164 (the "Property").
3. We have received independent legal and financial advice (including tax advice) regarding:
 - a. the investment and the risks associated with the investment and gearing;
 - b. related tax issues;
 - c. the financial effects of the transactions;
 - d. the loan and security documents referred to in paragraph 2 and the documents associated with the investment and borrowing transaction and we declare that the Super Trustee is legally entitled and authorised to execute them as trustee of the Super Fund;
 - e. our duties as directors of the Super Trustee as trustee of the Super Fund which is regulated under the *Superannuation Industry (Supervision) Act 1993* (Cth) and related legislation ("the SIS Act"); and
 - f. the duties of the Super Trustee;
 - g. the requirements of the SIS Act and related laws, and of the documents constituting the Super Fund;


- h. compliance with those requirements generally, (and in particular in respect of the investment and transactions the Super Trustee is now entering into) and the risks of non-compliance;
 - i. compliance of the investment with the Super Fund's investment guidelines.
- 4. We know that Westpac and its representatives and employees are not providing advice or assurance concerning the transactions and investments, including the things referred to in paragraph 2, and are not responsible for them. We and the Super Fund should rely on our own advice and we will not rely on Westpac or any employee or representative of Westpac.
- 5. We know it is our responsibility to ensure the transactions and investments comply with all relevant legal requirements.
- 6. We have taken whatever advice we think appropriate.
- 7. After receiving the advice referred to in 3. above we believe that the transaction the Super Trustee is entering into complies with the SIS Act and the documents setting up the Super Fund and we have freely and voluntarily signed the following documents: (Specify the documents produced for signature)
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
- 8. We have signed the documents referred to in paragraph 7 on behalf of the Super Trustee in accordance with section 127 of the Corporations Act.
- 9. The Super Fund is a regulated superannuation fund within the meaning of the SIS Act.
- 10. The acquisition of the Property is not a "related party transaction" within the meaning of the SIS Act nor does it breach the in-house assets rule.
- 11. The acquisition of the Property and the entering into a loan agreement between Westpac and the Super Trustee is within the investment strategy of the Super Fund.

We understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and we believe that the statements in this declaration are true in every particular.

Declared at

on the 5th day of March 2014

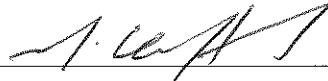
before me:



Justice of the peace/solicitor CPA
ROYCE GOSSETT,

1/235 Rockingham Road Spearwood WA 6163

Print address

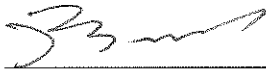


Michael Maurice Clifford

Declared at

on the day of 2014

before me:



Justice of the peace/solicitor CPA
ROYCE GOSSETT,

1/235 Rockingham Road Spearwood WA 6163

Print address



Hoa Thi Clifford

RESET

Periodical Payment Authority

Please tick (✓) one box below and proceed to the relevant section.

- Add ► the following Periodical Payment on my/our behalf. **Complete sections 1, 2, 3 and 6**
- Modify ► the following Periodical Payment on my/our behalf. **Complete sections 1, 2, 4 and 6**
- Delete ► the following Periodical Payment on my/our behalf. **Complete sections 1, 5 and 6**

Section 1 – Details of account where Periodical Payment is to be debited/modified/deleted

BSB number Account number Account name

Section 2 – Payment details

Amount First payment date AND OR until further notice

Payment frequency to occur on: (eg Monday 2nd, 17th, last business day) of every:

Week Fortnight Month Quarter
 Half year Year Other

Section 3 – Payee details (please complete one option below)

1. Credit to Account

Payee's account name

Payee's bank name/Suburb/State BSB number Account number

Payment purpose or reference numbers Trancode 60/61 serial number (if required for payments to Westpac accounts only)

OR

2. Pay to Westpac Credit Card

Please tick (✓) one box below

MasterCard VISA

Payee card number Payee name

OR

3. Issue Bank Cheque

Payee's name

Payee's address (include postcode)

OR

4. Please tick (✓) one box below

Overseas Telegraphic Transfer (OTT) Bank Draft

Currency of Payment i.e. the currency of payment amount in Section 2

Currency to be remitted i.e. the currency the payee will receive

Payee's name (for Drafts) or account name (for Telegraphic Transfers)

Payee's address (for Drafts) or bank name, branch and address (for Telegraphic Transfers)

Payee's bank number Account number (for Telegraphic Transfers only) SWIFT / IBAN Reference

Section 4 – Details to be modified (for amount, frequency and payee account details only)

PP number (if known) New amount \$

Payment frequency to occur on: (eg Monday 2nd, 17th, last business day) of every:
Week Fortnight Month Quarter
Half year Year Other

New BSB number New Account number New account name

New first payment date AND New expiry date OR until further notice New reference number

Section 5 – Details of Periodical Payment to be deleted

PP number (if known)

PP method (Please select one)
Credit to account Pay to Westpac Credit Card Issue Bank Cheque Overseas Telegraphic Transfer/Bank Draft

Payee's account name

Payment reference Amount Last payment date

Section 6 – Customer declaration and acknowledgement

I/We have read the Terms and Conditions and agree to be bound by them.

Customer's Signature (1) Name Michael Clifford.

Contact phone number Fax number Email address Date

Customer's Signature (2) Name Ho Thi

Contact phone number Fax number Email address Date

Bank Use Only

Verifying Officer's name Contact phone number Bank stamp

Signature Date

➤➤ After faxing to Account Payments on 1300 304 657, retain this page and file in Bundle A on day of loading

**Periodical Payments –
Terms and Conditions for using the service
Effective 03 March 2011**

The Periodical Payments service is provided to you by:
Westpac Banking Corporation ABN 33 007 457 141
AFSL 233714 ACL 233714.

We encourage you to read this document carefully and keep it handy so you can refer to it. If you have any questions, simply contact us:

- call Telephone Banking on 132 032;
- write to us at GPO Box 3433, Sydney NSW 2001;
- send an email to online@westpac.com.au;
- visit any of our branches.

The Code of Banking Practice

This is a self-regulatory Code adopted by us and other banks. Its purpose is to set standards of good banking practice for banks to follow when dealing with persons who are, or who may become, their individual and small business customers and their guarantors. We actively comply with the Code.

Each relevant provision of the Code applies to the Periodical Payments service. The general descriptive information referred to in clauses 13.1 and 13.2 of the Code is set out in the Terms and Conditions for both our personal and business deposit accounts. This includes information about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the terms and conditions applying to the relevant banking service.

What to do if you have a problem or dispute

Getting your complaint heard

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

Please talk to us first

We aim to resolve your complaint at your first point of contact with us.

You can contact us by:

Telephone: 1300 130 467

E-mail: Go to our website, westpac.com.au, click on 'Contact Us' and then 'Customer Feedback'.

Fax: 1300 655 858

Mail: Reply Paid 5265, Sydney NSW 2001.

Contact our Customer Resolution Team

If we can't resolve your complaint at your first point of contact with us, we will escalate it to our Customer Relations and Support Team or you can contact them directly by:

Telephone: 1300 130 206

E-mail: Go to our website, westpac.com.au, click on 'Contact Us' and then 'Customer Feedback'.

Fax: 1300 655 858

Mail: CRST, Reply Paid 5265, Sydney NSW 2001.

What to do if you are still unhappy

If we haven't been able to deal with your issues to your satisfaction there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service. Their contact details are:

Telephone: 1300 780 808

Fax: (03) 9613 6399

Online: www.fos.org.au

Mail: GPO Box 3, Melbourne VIC 3001

Factors that may influence our advice

When you ask for a product recommendation, please be assured that our staff members will always explain your choices and point you to the product that suits your needs.

Our staff may be eligible for incentives, including cash incentives, for achieving or exceeding a sales target.

Description

Periodical Payments allow you to authorise the Bank to make payments, for a fixed amount at regular intervals, on your behalf. Payments can be made between selected Westpac accounts, to accounts held with other banks, approved building societies and credit unions, by Bank cheque or to payees in other countries. In each case, your account is debited for the amount of the payment, together with any fee that may apply.

Type of Periodical Payments

Fee (each payment)

Between Westpac branded accounts	\$0*
From a Westpac branded account to a non-Westpac branded account	\$0*
From a Westpac branded account to an account at an overseas financial institution via Bank Draft or Overseas Telegraphic Transfer	\$5* (plus normal international service charges)
By Bank cheque	\$10* (there is no additional charge for the issue of the bank cheque)
Periodical Payment not made fee (for lack of funds in your account)	\$9
Account Overdrawn Fee (where the payment is made, despite there being insufficient cleared funds available in the account to be debited)	\$9 For Westpac Basic and Westpac One Basic Accounts \$0

**Excess transaction fees may apply where you exceed any monthly withdrawal allowance that applies to your account. See your account Terms and Conditions.*

Cleared funds

Sufficient cleared funds must be in the account to be debited on the business day before the payment is due and on the due date.

If there are insufficient cleared funds available as required, and no other arrangement exists at that time to allow that account to be overdrawn, the Bank:

- may choose not to make the payment and charge a Periodical Payment Not Made Fee; or
- may make the payment and charge an Account Overdrawn Fee.

The Bank may make the payment on a later date, when cleared funds become available, but will not be obliged to do so.

Time of payment

Payments will be sent to the payee or payee's financial institution on the due date. When the due date falls on a weekend or public holiday, the payment may be made on the next business day.

Non-payment/late payment

The Bank will not be liable if it fails to make any payment, or any payment is late, for any reason other than its own neglect or default.

Changes to terms and conditions

We will notify you **in writing, electronically or through a media advertisement** of changes to the terms and conditions **as set out in the following table**. Advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts.

Type of change	Time frame
New fee or increase to a fee	30 days in advance
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body
Any other term or condition	In advance of the change

By "electronically", we mean by:

- electronic communication to your nominated electronic address (i.e. email address); or
- making the changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from **westpac.com.au**

Fees and charges

The Bank may debit your account for any Bank fees or government charges that apply to Periodical Payments from time to time.

Payments in another currency

Payments made in another currency, by draft or telegraphic transfer, will be converted to the other currency using the Bank's published selling rate for the requested currency at the date and time of the transaction. In the case of telegraphic transfers, under normal circumstances funds should arrive at the overseas destination within one or two business days.

Privacy

You agree and must disclose to the payee the following:

- The Bank and its related bodies corporate ("the Parties") may exchange with each other:
 - any information collected in the Periodical Payment Authority;
 - any other personal information you provide, or which the Parties otherwise lawfully obtain about you and the payee; and
 - transaction details or transaction history arising out of the Periodical Payment arrangement.
- Any personal information provided will be used by the Parties for the purpose of transferring funds to the payee via Periodical Payment;
- You can request access to personal information that the Parties hold about you by contacting 132 032;
- The Parties may engage someone (a "Service Provider") to do something on their behalf (for example a mailing house), and that the Parties and the Service Provider may exchange with each other you and the payee's personal information;
- The Bank may disclose any personal information collected to entities other than the Parties and any Service Provider where it is required or allowed by law;
- If you do not provide the personal information we request, the Periodical Payment may not be possible.

Changes to payments

You may modify, or temporarily stop your Periodical Payment other than on the business day before the payment is due and on the due date, by giving us a new Periodical Payment Authority.

Stopping payments

A Periodical Payment arrangement will terminate on your instruction to cancel the authority, when the authority expires or if the remitting or payee account is closed.

In order to stop a Periodical Payment, you will need to provide the Bank with full details; including the payment amount, when the payment is due, the payee and the account the payment normally comes from.

The Bank may discontinue the payments without giving you notice if:

- it reasonably suspects fraud in relation to the Periodical Payment;
- the payee or the payee's financial institution refuses to accept the payments;
- it does so to comply with a legal or regulatory requirement; or
- it reasonably considers it appropriate to do so.

RESET

Company and Organisation Account Opening

To be used for companies, societies, clubs and other associations

- Before you complete this form, please read the section titled 'Customer Declaration and Acknowledgement' on page 2
- Complete Organisation Details for a new customer or if an existing organisation's details need to be updated
- Note: A separate Authority must be completed if – an Authority is not held and/or if there is a change to the method of operation

1 Organisation Details

Existing Customer No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	BSB and Account No. or Customer No. 12417368	Country (if not Australia)
Company Name (as registered by ASIC) or Organisation Name CLIFF FUND PTY LTD As Trustee For The Clifford Superannuation Fund	ABN/ACN/ARBN ACN 166171017	Date of reg./incorporation
Registered Business Address (PO Box is not acceptable)	Unique identifying number (if incorporated association or registered co-operative)	Place of Registration/Incorporation (e.g. NSW)
Postcode		
Principal Place of Business (if different from registered address, PO Box is not acceptable)	Company Type: <input type="checkbox"/> Association <input type="checkbox"/> Proprietary <input type="checkbox"/> Public Company	Type of Business (eg hairdressing and beauty salon)
Postcode		
Mailing Name	Industry Description	Industry Code
Mailing Address (if different from registered address)	No. of Employees	
Postcode		
	Phone Number	Fax Number
	()	()
	Email Address	

2 Type of Account Required

Products	Westpac Business One/ Westpac Agribusiness One <input type="checkbox"/> Low Plan <input type="checkbox"/> High Plan	<input type="checkbox"/> Westpac Business Flexi <input type="checkbox"/> Westpac Business Cash Reserve <input type="checkbox"/> Westpac Business Cash Reserve Bonus <input type="checkbox"/> Westpac Business Premium Cash Reserve* <input type="checkbox"/> Westpac Community Solutions Cash Reserve <input type="checkbox"/> Westpac Community Solutions Cash Reserve Bonus	<input type="checkbox"/> Community Solutions Account <input type="checkbox"/> Statutory Trust Account <input type="checkbox"/> Westpac Notice Saver 31 Days <input type="checkbox"/> Westpac Notice Saver 60 Days <input type="checkbox"/> Westpac Notice Saver 90 Days <input type="checkbox"/> Westpac Notice Saver 180 Days
	Cheque Access (if applicable to your account) <input type="checkbox"/> Yes <input type="checkbox"/> No	Other, please specify	Note: Westpac Notice Saver Accounts are available to Commercial and Agri business and Private Wealth Customers only. Important: Early Withdrawals are not available on Westpac Notice Saver Accounts.

BSB No.	Account No.	Relationship Management Type	Special Condition Group (SCG)	Account Classification
Alternate account for fees and interest	BSB No.	Account No.	Account Designator	
SCG End Date	Deposit Amount	Statement Cycle	Next Statement Date	Manager No.
	\$			

2 Type of Account Required Continued

Cheque/Deposit/Withdrawal book details

Size		Size	
Type		Type	
Quantity		Quantity	

Cheque/Deposit/Withdrawal book personalisation

Other details

*Note: You also must give your Customer the "Business Premium Cash Reserve Customer Offer Letter".

3 Number of Signatures to Operate

Number of signatures required to operate on the account

4 Trust Details

i Statutory trust account (e.g. Solicitors or Real Estate Agents Trust Account regulated by legislation)..... Yes No Go to Question ii

If Yes, give alternate BSB and account number for fees, taxes and duties

BSB no. Account no.

Go to Section 5

ii Is the account held in trust? Yes No Go to Section 5

iii If Yes, is the account held by an exempt superannuation fund, the Commonwealth, a State, a Territory, a public authority or a local government body?..... No Yes Go to Section 5

If No, give the full name and address of each trustee or the Business name of the trustee (if any)

Name	Address

iv Are the beneficiaries of the trust referred to as a group?..... Yes No

If Yes, give the name of the group. If No, list the full name of all beneficiaries.

5 Customer Declaration and Acknowledgement

I/We agree that the Bank and any other member of the Westpac Group (the 'Parties') may exchange with each other any information about me/us including:

- any information provided by me/us in this document;
- any other personal information I/we provide to any of them or which they otherwise lawfully obtain about me/us; and
- transaction details or transaction history arising out of my/our arrangements with the Bank.

If the Parties engage anyone (a 'Service Provider') to do something on their behalf (for example a mailing house or a data processor) then I/we agree the Parties and the Service Provider may exchange with each other any information referred to above.

The Bank might give any information referred to above to entities other than the Parties and the Service Providers where it is required or allowed by law or where I/we have otherwise consented.

I/We agree that any information referred to above can be used by the Parties and any Service Provider to open the account I/we have requested and for account administration, planning, product development and research purposes.

I/We understand that I/we can access most personal information that members of the Westpac Group hold about me/us (sometimes there will be a reason why that is not possible, in which case I/we will be told why).

I/We understand that if I/we fail to provide any information requested in this form, or do not agree to any of the possible exchanges or uses detailed above, my/our request may not be accepted by the Bank.

To find out what sort of personal information members of the Westpac Group have about you, or to make a request for access, please contact 132 032.

The Westpac Group means Westpac Banking Corporation and its related bodies corporate which include Westpac General Insurance Limited and Westpac Financial Services Limited.

I/We agree:

- to be bound by the terms and conditions which apply from time to time to this account opened by me/us with the Bank;
- the Bank may charge to this or any other account(s) I/we may conduct with the Bank or recover from me/us any bank fees, government charges, taxes or duties imposed on transactions on/or which relate to my/our account(s);
- the Bank's acceptance of this application, thereby creating the contract of deposit, may only be made by entry of the Depositor(s)'s names in the Bank's books; and
- that documents presented for identification purposes may be verified by the Bank with an appropriate authority.

I/We acknowledge that I/we have received a copy of the Deposit Accounts for Business Customers Terms and Conditions or Westpac Notice Saver Combined Financial Services Guide and Product Disclosure Statement booklet that applies to this account.

I/We believe the details on pages 1 and 2 of this form to be true and correct.

Members of the Westpac Group would like to be able to contact you, or send you information, regarding other products and services. Your Deposit Accounts for Business Customers Terms and Conditions or Westpac Notice Saver Combined Financial Services Guide and Product Disclosure Statement booklet will explain this in more detail, including what action to take if you do not wish to receive this information.

NOTE: It is an offence under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to give false or misleading information or documents.

Signed for and on behalf of: Organisation name

by: Name of representative

Title (e.g. Director/Secretary)

Signature

BANK USE ONLY

- Have all account authorities been **completed**?.....
- Have all account signatories been **identified**?.....

Yes No
Yes No

If **'No'**, cheque books cannot be ordered until all relevant account authorities are provided and/or signatory identification requirements have been completed

I certify that the procedures to open this account have been complied with.

Date:

Application form completed by:

Name:

Bank Officer's Signature:

Salary number:

Quotation of Tax File Number/Exemption or Australian Business Number

– Detach and destroy after input

Quoting this number is not compulsory, but tax may be taken out of interest if you do not quote your number or your exemption. For more information about Tax File Number/Australian Business Number rules, contact your local Taxation Office.

Note: An Australian Business Number may only be provided for a business use account.

| | |

| | |



Westpac Banking Corporation ABN 33 007 457 141
AFSL and Australian credit licence 233714

Details of Your New Account

Your New Account Name

Deposit Amount

BSB No.

Account No.

Contact Phone Number

Date

Bank Officer Signature

