

Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

Commercial SuperCredit Loan Agreement and Guarantee Schedule

The information in this Schedule is current as at 4 October 2021 (the disclosure date)

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

CUSTOMER(S): Valmadre Retirement Pty Ltd ACN 647 951 915 As Trustee For The Valmadre Family Super Fund		Group Loan no: 3646733
Loan Amount	\$225,000.00 made up of:	
	• estimated fees and charges included in the <i>loan amount</i> (see below)	\$4,624.80
	• estimated balance (payable to <i>you</i> or at <i>your</i> direction)	\$220,375.20
Interest Rate	The <i>interest rate</i> that applies to <i>your</i> loan is a variable rate. That <i>interest rate</i> is our <i>interest rate</i> which applies to similar variable rate loans. That <i>interest rate</i> is 4.45% per annum at the date of this schedule.	
Loan term	30 years commencing from and including the <i>settlement date</i> .	
Repayments	During the principal and interest period you must make 360 monthly principal and interest repayments of \$1,163.37 each. You must pay us the total amount owing on the date the final repayment is due, being the last day of the loan term, or, if you default, on the date it becomes due for payment under clause 7 of the attached standard Terms and Conditions.	

SECURE FUNDING PTY LTD FEES AND CHARGES	Included in <i>loan amount</i>	Payable by you
These fees and charges are payable in connection with this agreement.		
Payable to us:		
Agency Fee – payable on or before the <i>settlement date</i> to our settlement agent if settlement takes place outside of the central business district.	Not Ascertainable	\$0.00
Application Fee – As already paid.	\$0.00	\$795.00
Establishment Fee	\$2,250.00	\$0.00
Bank Cheque Charges – payable on or before the <i>settlement date</i> .	\$15.00 per cheque required by you	\$0.00
Discharge Administration Fee – payable whenever you request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by us regardless of whether such discharge actually occurs.	\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges we incur when the <i>total amount owing</i> is repaid in full.	\$0.00	Not Ascertainable
Document Preparation Fee – payable on or before the <i>settlement date</i> .	\$695.00	\$0.00
Settlement Fee – payable to us on or before the settlement date.	\$595.00	\$0.00
Service Fee – payable on <i>your</i> loan monthly in arrears and included in <i>your repayments</i> .	\$0.00	\$30.00
SMSF Review Fee– payable to us on or before the <i>settlement date</i> for each Trust included in a loan application and in relation to the additional processing and the additional documentation required (including vetting the Trust Deed).	\$695.00	\$0.00
Valuation Fee – payable on or before the <i>settlement date</i> .	\$0.00	\$1,050.00
Government charges		
Payable to the Government Revenue Office in Western Australia (Indicative only and to be advised before settlement).		
Transfer of Land Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Mortgage Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00

SECURE FUNDING PTY LTD FEES AND CHARGES	Included in loan amount	Payable by you
Payable to Land Titles Office in Western Australia		
Discharge Fee for Existing Mortgage – payable on or before the <i>settlement date</i> .	\$181.30	\$0.00
Mortgage Registration Fee – payable on or before the <i>settlement date</i> .	\$181.30	\$0.00
Property search fee.	\$27.20	\$0.00
Registration Fee on Transfer of Land – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Withdrawal of Caveat – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Totals	\$4,624.80	\$1,845.00
Total fees and charges that are definitely payable		\$6,469.80

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

SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)		Payable by you (if applicable)
Pay Out Fee – payable to <i>us</i> when <i>you</i> receive from <i>us</i> a written statement of the amount needed to pay out this agreement provided at <i>your</i> request.		\$10.00 for each statement
Title Production/Consent Agent's Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.		\$250.00 per title
Valuation Fees – payable to <i>us</i> when <i>we</i> obtain a valuation of a property secured by a <i>security</i> or otherwise for the purpose of this loan after the <i>settlement date</i> .		As charged to <i>us</i> by other parties
Deferred Facility Fee – payable if <i>you</i> fully repay the <i>loan amount owing</i> prior to the earlier of: <ul style="list-style-type: none"> • The end of the <i>loan term</i>; or The third anniversary of the <i>settlement date</i> .		\$2,250.00
Expired Account Fee – payable to <i>us</i> on the date which is one month after the final day of the <i>loan term</i> and at monthly intervals until the <i>total amount owing</i> is repaid in full, in the event that the <i>total amount owing</i> is not repaid in full on or before the final day of the <i>loan term</i> .		\$2,250.00 per month
OTHER DETAILS		
Redraw Availability	Not Applicable.	
Default Rate	The <i>default rate</i> at any time equals: <ul style="list-style-type: none"> • the <i>interest rate</i> specified in, or notified under, this loan agreement and guarantee schedule from time to time; plus • a margin of 6.00% per annum. 	

SECURITY (The following mortgages, other securities and guarantees, if any, have been or are to be taken by us)		
Property	Security address:	3 / 16 Griffin Drive, DUNSBOROUGH, WA 6281
	Mortgage status:	New mortgage
	Minimum building insurance:	As per owners corporation
	Name of mortgagor(s):	Valmadre Property Pty Ltd ACN 649 555 564 As Trustee For The Bare Trust
Guarantee(s)	Guarantor name:	Valmadre Property Pty Ltd ACN 649 555 564 As Trustee For Bare Trust
	Guarantor address:	346 Sheoak Drive, YALLINGUP WA 6282
	Guarantor name:	Michael John Valmadre
	Guarantor address:	346 Sheoak Drive, YALLINGUP WA 6282
	Guarantor name:	Georgina Valmadre
	Guarantor address:	346 Sheoak Drive, YALLINGUP WA 6282
Property Trust	Bare Trust	
Property Trustee	Valmadre Property Pty Ltd ACN 649 555 564 As Trustee For The Bare Trust	

SPECIAL CONDITIONS (if any)

Signed and dated Property Trust documentation (provided by Liberty), required prior to settlement.

Copy of the Draft Transfer of Land, OR confirmation Liberty Financial has accepted the PEXA workspace Invitation. Please advise PEXA workspace ID.

Latest statement confirming funds totalling at least \$246,000 (inclusive of any deposit paid) is held by the SMSF.

LOAN-TO-VALUATION RATIO: Your loan-to-valuation ratio is 50.00%.

OFFER BY SECURE FUNDING PTY LTD

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

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

Authorised Officer: Lilian Nguyen

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

Date of Offer: 4 October 2021

Signed on behalf of Secure Funding Pty Ltd



ACCEPTANCE BY CUSTOMER

Select whichever is appropriate

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

Before you sign, carefully read this agreement.

By accepting this offer you (the customer):

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

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

Executed by the Customer

EXECUTED BY Valmadre Retirement Pty Ltd
ACN 647 951 915 As Trustee For Valmadre
Family Super Fund in accordance with section
127 of the Corporations Act 2001:

Registered office: 346 Sheoak Drive,
YALLINGUP WA 6282

 18.10.2021
Signature of director Date

 18.10.2021
Signature of director/secretary Date

MICHAEL JOHN VALMADRE
Name of director (please print)

GEORGINA VALMADRE
Name of director/secretary (please print)

346 SHEOAK DRIVE YALLINGUP.
Residential address (please print)

346 SHEOAK DRIVE YALLINGUP.
Residential address (please print)

ACCEPTANCE BY GUARANTOR – INDIVIDUALS (MEMBERS OF SMSF)

Important Acknowledgment

Before The Guarantor Signs

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

Things The Guarantor Must Know


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

Signed by each individual guarantor

Signed, sealed and delivered by the guarantor


Michael John Valmadre
Date 18/10/21

In the presence of the witness named below


Signature of Witness
Date 18/10/21

Karla White

Name of Witness (please print)

26 Manson St, West Busseton
Address of Witness (please print)

Signed, sealed and delivered by the guarantor


Georgina Valmadre
Date 18/10/21

In the presence of the witness named below


Signature of Witness
Date 18/10/21

Karla White

Name of Witness (please print)

26 Manson St, West Busseton
Address of Witness (please print)

(A)

ACCEPTANCE BY GUARANTOR – PROPERTY TRUSTEE

Important Acknowledgment

By signing this agreement the Guarantor:

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

Signed by the property trustee

EXECUTED BY Valmadre Property Pty Ltd
ACN 649 555 564 As Trustee For Bare
Trust in accordance with section 127 of
the Corporations Act 2001:

Registered office: 346 Sheoak Drive,
YALLINGUP WA 6282


Signature of director


Signature of director/secretary

MICHAEL JOHN VALMADRE
Name of director (please print)

GEORGINA VALMADRE
Name of director/secretary (please print)

346 SHEOAK DRIVE YALLINGUP
Residential address (please print)

346 SHEOAK DRIVE YALLINGUP
Residential address (please print)

Date: 18/10/21