# 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.

	: Valmadre Retirement Pty Ltd ACN 647 951 e 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 loan amount (see below)	\$4,624.80
	estimated balance (payable to you or at your 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 settlement date.	
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 loan amount	Payable by you
These fees and charges are payable in connection with this agre	eement.	
Payable to us:		
Agency Fee – payable on or before the <i>settlement date</i> to <i>our</i> 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 settlement date.	\$15.00 per cheque required by <i>you</i>	\$0.00
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.	\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges we incur when the total amount owing is repaid in full.	\$0.00	Not Ascertainable
Document Preparation Fee - payable on or before the settlement date.	\$695.00	\$0.00
Settlement Fee – payable to us on or before the settlement date.	\$595.00	\$0.00
Service Fee – payable on your loan monthly in arrears and included in your repayments.	\$0.00	\$30.00
SMSF Review Fee– payable to <i>us</i> on or before the <i>settlement</i> date 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).		\$0.00
Valuation Fee - payable on or before the settlement date.	\$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 settlement date.	\$0.00	\$0.00
Mortgage Stamp Duty – payable on or before the settlement date.	\$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 $\ensuremath{\textit{settlement date}}.$	\$181.30	\$0.00
Mortgage Registration Fee – payable on or before the $\ensuremath{\textit{settlement date}}.$	\$181.30	\$0.00
Property search fee.	\$27.20	\$0.00
Registration Fee on Transfer of Land ${\mathord{}}$ payable on or before the ${\it settlement\ date}.$	\$0.00	\$0.00
Withdrawal of Caveat – payable on or before the $\ensuremath{\textit{settlement date}}$ .	\$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 $\underline{\text{may}}$ become payable in connection with this agreement.	
Account Resolution Fee $-$ payable to $us$ in relation to each loan that $we$ refer to a collection specialist if $your$ loan 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 $us$ in relation to each loan on each day on which a repayment is due and $you$ 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 $us$ in relation to each loan on each day on which a repayment is due and $you$ 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 $you$ request that the $security$ or a $security$ interest is partially or wholly discharged by $us$ regardless of whether such discharge actually occurs.	Not Ascertainable
Dishonour Fee – payable to $us$ when a payment $you$ make ( $such\ as$ a direct debit, salary deduction or cheque) is dishonoured.	\$25.00 per dishonour
Document Fee – payable to $us$ at the time $you$ or a $security\ provider$ request $us$ to produce a document to the land titles office or its equivalent.	\$25.00 per document
Duplicate Fee – payable to $us$ when $we$ provide a copy of any statement, notice or other document at $your$ request.	\$10.00 per copy
Funds Transfer Fee – payable to $us$ in respect of the amount $we$ incur with $our$ bank for the transfer of funds to $our$ solicitors or settlement agent.	\$48.00

SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)	Payable by you (if applicable)
Pay Out Fee – payable to $us$ when $you$ receive from $us$ a written statement of the amount needed to pay out this agreement provided at $your$ request.	\$10.00 for each statement
Title Production/Consent Agent's Fee – payable to $us$ when $you$ ask $us$ to produce a title document for any reason or seek $our$ consent to any subsequent event.	\$250.00 per title
Valuation Fees – payable to $us$ when $we$ obtain a valuation of a property secured by a $security$ or otherwise for the purpose of this loan after the $settlement\ date$ .	As charged to <i>us</i> by other parties
Deferred Facility Fee – payable if you fully repay the loan amount owing prior to the earlier of:  The end of the loan term; or	\$2,250.00
The third anniversary of the settlement date.  Expired Account Fee – payable to us on the date which is one month after the final day of the loan term and at monthly intervals until the total amount owing is repaid in full, in the event that the total amount owing is not repaid in full on or before the final day of the loan term.	\$2,250.00 per month

OTHER DETAILS		
Redraw Availability	ity Not Applicable.	
Default Rate	The default rate at any time equals:  the interest rate specified in, or notified under, this loan agreement and guarantee schedule from time to time; plus  a margin of 6.00% per annum.	

	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

- of 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.
- $\hfill\Box$  I/We have obtained independent legal advice about the meaning and effect of this finance agreement. I/We am able to provide a certificate of independent legal advice if requested by us.

#### Before you sign, carefully read this agreement.

By accepting this offer you (the customer):

acknowledge that before signing this agreement *you* were given a copy of, and read this agreement; and

accept this agreement; and

declare that all the information you have given us is accurate and not misleading and you are 3.

aware that we are relying on it; and acknowledge that before indicating that you intend to be bound, you have read the terms and 4. conditions and schedule; and

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 declare that you understand that any mortgaged or secured property will be at risk if you

6.

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

Signature of director

Signature of director/secretary

18-10-2021

MICHAEL JOHN VALMADRE

Name of director (please print)

346 SHEOAK DRIVE YALLINGUP.
Residential address (please print)

GEORGINA VALMADRE Name of director/secretary (please print)

346 SHEOAK DRIVE VALUNGUP 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	In the presence of the witness named below
Michael John Valmadre Date	Signature of Witness Date
	Karla White Name of Witness (please print)
	26 Manson St. West Bussel to Address of Witness (please print)
Signed, sealed and delivered by the guarantor	In the presence of the witness named below
Manah 18/10/21 Georgina Valmadre Date	Signature of Witness Date
	Name of Witness (please print)
	26 Manson St, West Busselto

# 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

MICHAEL JOHN VALMADRE
Name of director (please print)

GEORGINA VALMADRE
Name of director/secretary (please print)

246 SHEO AK DRIVE YALLINGUP Residential address (please print)

346 SHEGAK DRIVE YALLINGUP Residential address (please print)

Date:

18/10/2