



Westpac Banking Corporation
ABN 33 007 457 141

WA, Westpac SME, Business Bank
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The Director
Constant Nominees Pty Ltd
14 Sparrow Way
Spearwood WA 6163

25 March 2017

Dear Sir/Madam,

Thank you for the opportunity to discuss your finance requirements. I am pleased to advise that your request for finance has been approved. Full details regarding your Facilities are detailed in the attached Business Finance Agreement.

Would you kindly sign and return the duplicate Business Finance Agreement to accept this finance offer.

We appreciate the opportunity to provide your finance on this occasion and look forward to being of assistance to you in the future.

If you have any questions about any aspect of your finance or the attached documentation, please do not hesitate to contact me.

Yours sincerely,

Rob Hill
Local Business Banker, Northlands
0417 939 182

Business Finance Agreement

25 March 2017

To: Constant Nominees Pty Ltd ACN: 614 237 320 As Trustee For Constant Superannuation Fund

We are pleased to offer finance as detailed in the following sections and attachments to this letter:

- | | |
|---|------|
| • FINANCE DETAILS
This schedule details the Facilities, including the finance amount, term, repayment arrangements, interest rate and fees payable. | Page |
| • DETAILS OF FEES & CHARGES
This schedule displays details of the fees and charges payable, and how they are calculated. | Page |
| • TERMS OF FINANCE OFFER
These are terms specific to your finance arrangements. | Page |
| • ACKNOWLEDGEMENT & ACCEPTANCE
This section must be signed and returned to accept this finance offer. | Page |

General Conditions Schedule

The General Conditions Schedule contains terms and conditions that apply to all borrowers.

For definitions of terms used in this letter please refer to the General Conditions Schedule.

However, the General Conditions Schedule does not apply to Invoice Finance. This Agreement is a pricing agreement for the purposes of the Invoice Finance Agreement.

This Agreement only applies to the Facilities listed in the attached Finance Details.

Finance Details

Borrower's Name	Constant Nominees Pty Ltd ACN: 614 237 320 As Trustee For Constant Superannuation Fund
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Facility A	Business Loan		
Purpose	To assist with the purchase of 5, 11 Simper Road, Yangebup WA 6164 through self managed superannuation fund arrangement		
Existing Limit	\$0.00		
Change in Limit	+\$273,000.00		
Resultant Limit	\$273,000.00		
Interest Details			
Base Rate % p.a.	5.240%	Base Rate Name	Small Business Loan Rate
Margin Rate % p.a.	0.460%	Interest Type & Term (if applicable)	Variable
Resultant Rate % p.a.	5.700%	Interest Charge Frequency	Monthly
Payment Details			
Finance Term	25 year(s)		
Payment Amount	Variable	Payment Frequency	Monthly
Payment Type	Interest Only and Fees for 5 years and then Principal, Interest & Fees for the remaining term		
Facility Fee(s)			
Facility Fee Type	Loan Service Fee	Amount & Accrual Cycle	\$40.00 per month
Facility Fee Type	Line Fee	Amount & Accrual Cycle	NIL

The following specific conditions apply to this Borrower's Facilities:-

We refer to your 5 year Interest Only Business Loan and advise we might require you to commence making principal and interest payments, or might increase a margin applying to your Facility, at our discretion, if any event occurs that in our opinion increases our risk of accepting interest only payments.

In respect of the Property Unit 5, 11 Simper Road, Yangebup WA 6164, you must provide to the Lender in form and substance satisfactory to it a valuation prepared [on its instructions] by a valuer approved by the Lender and addressed to the Lender with confirmation from the valuer that the Lender can rely on it.

You must pay all Costs associated with the preparation of the valuation report prior to the initial drawdown date of any Facility.

The following specific conditions apply to this Borrower's Facilities:-

Specific Conditions for Loans to Self Managed Superannuation Funds

1. Additional definitions

The following specific conditions apply to this Borrower's Facilities:-

In these Specific Conditions:

Guarantor means **Pierre-Louis Francois Constant** of 14 Sparrow Way, Spearwood, WA 6163 and the Property Trustee.

Property Trustee means **Not Variable Pty Ltd** ACN 617 228 494 as trustee of Goodall & Co, Unit 1/235 Rockingham Road, Spearwood, WA 6163

Purchased Property means **5/11 Simpler Road, Yangebup WA 6164.**

SIS Laws means all laws regulating selfmanaged superannuation funds including the *Superannuation Industry (Supervision) Act 1993* (Cth) and *Superannuation Industry (Supervision) Regulations 1994* (Cth).

Superannuation Fund means the **Constant Superannuation Fund.**

Superannuation Trustee means **Constant Nominees Pty Ltd** ACN 614 237 320, the trustee of the Superannuation Fund of Goodall & Co, Unit 1/235 Rockingham Road, Spearwood, WA 6163.

2. Redraw

Despite any other conditions of this Agreement, redraw is not available on this Facility.

3. Limited recourse

- (a) Despite any other provision of a Lender Arrangement the Lender may only have recourse to the Purchased Property (including any "replacement asset" under the SIS Laws). This means that the Lender will not try to recover any shortfall in any amount you owe the Lender under a Lender Arrangement by bringing proceedings against you or applying to have you wound up.
- (b) However, this does not limit the Lender from:
- (i) exercising its rights, powers or remedies under a Lender Arrangement in relation to the Purchased Property;
 - (ii) exercising any right we may have against another person or other property (including under any Encumbrance you have given us);
 - (iii) obtaining an injunction or other order to restrain any breach of a Lender Arrangement with us;
 - (iv) obtaining declaratory relief; or
 - (v) enforcing any rights the Lender may have against you for fraud or misrepresentation.

However, the Lender will only do so to the extent that it is consistent with the terms on which a trustee of a selfmanaged superannuation fund is permitted to undertake limited recourse borrowing under SIS Laws.

The following specific conditions apply to this Borrower's Facilities:-

4. Own enquiries

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

5. Acknowledgement by Superannuation Trustee

The Superannuation Trustee acknowledges that despite any review of the Superannuation Trust Deed or the Property Trust Deed carried out by Westpac in respect of this transaction, we make no representation that the Superannuation Fund Trust Deed or the Superannuation Fund itself complies with the SIS Laws.

The Facilities for this Borrower will be secured by the following:-

Status	Details
Offered	\$273,000.00 Limited Guarantee and Indemnity by Pierre-Louis Francois Constant
Offered	Limited Guarantee and Indemnity by Not Variable Pty Ltd ACN 617 228 494 supported by:
Offered	A new Mortgage by Not Variable Pty Ltd ACN 617 228 494 over the property located at 5 / 11 Simper Road YANGETUP, WA 6164.

Details of Fees & Charges

What are the set up costs for this finance?

<u>Lender</u>	
Establishment Fee	\$ 1,600.00
Total (excludes ongoing fees)	\$ 1,600.00

<u>Government</u>	
Registration Fee - Land Titles Office (estimate)	\$ 165.80
Total estimate	\$ 165.80

<u>Other</u>	
Valuation Fee (estimate)	\$ To be advised
Legal Fees	\$ 2,200.00
Total estimate	\$ To be advised

The security and ancillary documentation for your Facilities will be prepared by our solicitors. You will reimburse us for their costs and disbursements.

Do property valuation fees apply?

We may, at any time, obtain a valuation of any new security property or an updated valuation of any existing security property from a Licensed Valuer. If we do, you will have to pay for the valuation. We will advise you before we do so. The cost may be debited to one of your accounts. We may only do this once every 12 months unless a Default Event (as defined in the General Conditions Schedule or, in the case of Invoice Finance, the Invoice Finance Agreement) is continuing.

Is the amount of these fees and charges likely to vary?

The fees and charges quoted above are indicative of what is payable to us and/or the Government.

Should we be required to pay additional Government charges in relation to the security documentation and they are not quoted above, then you will be required to cover these costs. Any fees or charges not paid by you (or authorised for payment) after acceptance of this offer may be debited to any of your accounts.

If you increase, extend or vary a Facility, additional fees and charges may apply.

What happens if the Agreement does not proceed?

- You will be responsible for payment of any legal fees and disbursements incurred up to that time; and
- You may be required to pay, or we may keep (or debit any of your accounts with) any other fees and charges incurred, which would have been payable under the Agreement.

If, after accepting this offer, you decide not to proceed, we are entitled to retain the Establishment Fee, but part of the Establishment Fee may be refunded to you. As you will appreciate, the funds retained will be used to compensate us for work completed up to the point of you notifying us that the Facilities are no longer required.

Please note, if you had elected to add the Establishment Fee to the amount of your Facility, and after accepting this offer you decide not to proceed, you may still be required to pay part of the Establishment Fee. The Lender may debit any of your accounts for this amount.

How are the ongoing fees and charges on my Facilities calculated?

The Finance Details set out each fee applicable to your Facilities, and the amounts or rates of those fees. The method of calculation and charging for these fees is detailed below.

Business Loans

Loan Service Fee is a flat fee, calculated monthly in arrears. It is charged to your account quarterly in arrears on the last Business Day of March, June, September and December.

Line Fee is calculated as a percentage of the Facility limit. It is charged monthly in advance from the first Business Day of the first full month after the Facility is established. There is no refund for the month the account is closed.

Administration Fee is applicable to fixed rate loans only. It is a flat fee currently \$300, but subject to change. It is charged to your loan account whenever a prepayment (payment above the agreed repayment schedule) is made on a fixed rate loan.

Break Cost is applicable to fixed rate loans. Details of how the cost is calculated is contained in the General Conditions Schedule. The Lender may also give you an estimate of applicable Break Costs that may be payable at any time. The Lender may debit any Break Cost to your loan or nominated account.

Deferred Establishment Fee may be payable if you close your loan within 3 years of the opening of the loan account. The maximum fee payable is as follows:

If the loan is closed within:	Maximum Fee Payable
• 1 year of the opening of the loan account	\$5000
• 2 years of the opening of the loan account	\$2500
• 3 years of the opening of the loan account	\$1250

Terms of Finance Offer

What do I need to do before the finance will be available to me?

This offer of finance is subject to the following conditions. You need to:

- accept this offer (See “How can I accept this finance offer?”).
- satisfy our insurance requirements set out in the General Conditions Schedule (or, in the case of Invoice Finance, the Invoice Finance Agreement).
- pay the Establishment Fee.
- satisfy our valuation requirements.
- complete and sign any new security documentation, and any other documents we ask you to sign, to our satisfaction including, in the case of Invoice Finance, the Invoice Finance Agreement.
- in order for us to accept a guarantee as security, the Guarantor will need to meet with one of our representatives without you being present. The Guarantor will also need to obtain independent legal advice from an independent lawyer (neither yours nor ours) who will provide us with a certificate to the effect that the Guarantor fully understands and agrees to the terms of the new guarantee. (Please note that we will not be responsible for the cost of that advice - the lawyer’s costs are the responsibility of you or the guarantor.) A Guarantee Document Preparation Fee also applies.
- give us all other documents and information we’ve reasonably requested.

and we need to:

- be satisfied with the results of all searches and enquiries we and our consultants have done in connection with you, any property and any works.

We need not provide any finance to you, unless we are satisfied that no Default Event (as defined in the General Conditions Schedule or, in the case of Invoice Finance, the Invoice Finance Agreement) is continuing, or would result from the finance being provided.

Do I have to provide Security?

This is not an agreement to give Security. However, unless a Facility is stated as unsecured in the Finance Details, we will not provide any Facility until you do so.

When will my finance arrangements be reviewed?

We may review each Facility other than the Invoice Finance Facility:

- annually and
- at any other time after giving notice to you.

Refer to the General Conditions Schedule for further information.

In the case of Invoice Finance, we may review the Facility in accordance with the Invoice Finance Agreement.

Where you have Facilities approved which have specific Interest Only conditions these will be reviewed at least every 3 years. However we will require you to provide copies of annual balance sheets and profit & loss accounts annually for inspection.

What should I know about interest rates, margins and Term Premium for Facilities other than Commercial Bill Line Facilities?

Where an interest rate applies to a Facility:

- interest accrues and will be calculated on the daily balance owing in the loan account from the first day of drawing to the date of repayment
- where either monthly interest is specified in the Finance Details or where no interest charge frequency is specified in the Finance Details (and the Borrower has not otherwise paid interest only in advance for the relevant period), interest is payable on the last Business Day of each calendar month
- quarterly interest (where applicable) will be payable on the last Business Day of March, June, September and December
- half yearly interest (where applicable) will be payable on the last Business Day of March and September
- interest may be debited to the loan account without notice to you.

You agree to pay:

- interest on each Facility at the overall rate stated in the Finance Details (see the "Resultant Rate"). The Resultant Rate is made up of the Rate or base rate plus any margins and any Term Premium stated in the Finance Details
- interest on overdue amounts including excesses above Facility limits at the *Unarranged Lending Rate* (as determined by the Lender from time to time).

Where there is a "Rate" specified in the Finance Details it is based upon BBSY determined as set out in the General Conditions Schedule (unless we notify you before you enter into the facility that it is based on another external reference rate). Where there is a "base rate" named in the Finance Details it is as defined in the General Conditions Schedule.

Where the rate or base rate is variable we will notify you of variations to our current rates (other than rates linked to an external reference rate such as BBSY), either by advertisement appearing in a national newspaper or in writing to you, or any other method allowed under any applicable law or code (See General Conditions Schedule.). Details of the *Unarranged Lending Rate* are available on request.

Any Business One Margin or Business Loan Margin incorporated in your Resultant Rate is determined by taking into account the term of the Facility, our internal and external funding costs (without including our costs of the external reference rate or market linked rate applying to your Facility) and any other matter we consider relevant adopting commercially reasonable procedures and is calculated daily and is payable with any interest.

Any Margin Rate incorporated in your Resultant Rate is calculated on the balance outstanding of your facility and is payable with any interest.

We may vary any margin at any time (See General Conditions Schedule). If you have paid Interest Only in Advance any change to the Margin Rate will take effect at the conclusion of the Interest Only in Advance period. We will notify you of the amount of the change either by advertisement appearing in a national newspaper or in writing to you or any other method allowed under any applicable law or code. (See "Variations" in the General Conditions Schedule.)

Any change in a rate, base rate, or margin means your Resultant Rate changes. You can call us at any time to find out your current Resultant Rate.

Any Term Premium incorporated in your Resultant Rate will be based upon the term of your Facility. It is calculated on the balance outstanding of your Facility and applies in addition to the fixed or variable rate and is payable with any interest.

Details of our current interest rates are available on our website or on request.

Can the amount of my fees and charges change?

Fees and charges quoted in the Finance Details are based on the finance product selected. Any changes to amount outstanding, or to terms and conditions, may result in a change to the amount of those fees. See "How are the ongoing Fees and Charges on my Facilities calculated?" (or, in the case of Invoice Finance, the Invoice Finance Agreement) for more details.

We may vary the fees and charges payable, or introduce new fees and charges, as explained in the General Conditions Schedule (or, in the case of Invoice Finance, the Invoice Finance Agreement).

Goods and services tax (GST) is a tax payable in respect of taxable supplies (as defined in the GST law).

Some fees and charges may be varied as a result of GST in the manner outlined above:

Where, as provided in the General Conditions Schedule (or, in the case of Invoice Finance, the Invoice Finance Agreement) you have to:

- indemnify us against an amount; or
- pay or reimburse us for an amount we will pay or have paid to someone else (a Supplier) and the cost to us includes GST payable to the Australian Tax Office by the Supplier,

the amount you will pay us, or that we may charge to any of your accounts, will include any GST or other tax paid or payable by us or the Supplier.

However, to the extent that we are entitled to claim an input tax credit or a reduced input tax credit in respect of any supply which is paid or reimbursed by you, and the benefit of that credit is not reflected in the amount you have paid, it will be passed on to you later.

Where are the ongoing fees charged?

Those fees may be charged to any of your accounts. Generally this will be the Facility account or the principal transaction account of the borrower.

What happens if there is a change in law?

Whenever we determine that as a result of a Change in Law any of the following occurs in connection with our commitment to provide any Facility (subject to the terms of this Agreement) or in connection with financial accommodation provided or to be provided under any Facility or this Agreement:

- our costs are increased;
- an amount received or receivable by us is reduced; or
- our return on capital or other effective return is reduced (including because more capital needs to be allocated to any Facility and cannot be used elsewhere),

we may notify you. You must pay us on demand the amounts certified by us to be necessary to compensate us for the increase or reduction. That certificate will give an outline of the calculation of the amount demanded and will be conclusive and bind you in the absence of manifest error.

You must pay us whether or not the increase or reduction could have been avoided by restructuring, re-documenting, re-booking or otherwise modifying a Facility or this Agreement. However, at your request, we agree to consider ways of minimising any increase or reduction.

A **Change in Law** is the introduction of, or a change in, any law, official directive, ruling or request or a change in its interpretation or application. If it does not have the force of law, it must be one with which responsible Australian banks would comply. It includes any with respect to capital adequacy, special deposit, liquidity, reserve, prime assets, tax or prudential requirements (except a change in tax on overall net income).

Does Australian Finance Group Pty Limited receive a commission or incentive as a result of you approving my Facility?

We may pay a commission to Australian Finance Group Pty Limited for referring the loan to us. That commission may be calculated as an up front commissions and / or trailing commission paid over a period of time.

In addition, Australian Finance Group Pty Limited or its agents, employees or officers may be entitled to an incentive as part of an incentive scheme.

How can I make repayments?

Refer to "How can I make my payments"

Are my Facilities repayable on demand?

Yes, unless otherwise stated in the Finance Details.

How often will I receive statements of account?

We will send you a statement of your loan account every six months or more frequently as agreed between us.

Does the Code of Banking Practice apply?

If any one borrower is a small business as defined by the Code:

Each relevant provision of the Code of Banking Practice will apply to your finance from the date we adopt that provision.

The relevant descriptive information referred to in the Code of Banking Practice is set out in our terms and conditions for deposit accounts.

These terms and conditions include the following information:

- our account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- general descriptive information regarding bank cheques;
- a recommendation that you inform us promptly if you are in financial difficulty; and
- a recommendation that you carefully read the terms and conditions applying to the relevant banking service (which in relation to your business finance means you should carefully read your Business Finance Agreement before signing it).

Copies of terms and conditions are available on request.

If none of the borrowers are a small business as defined by the Code:

No.

How can I make my payments?

You can make any repayment of amounts lent under this Agreement or payment of any other amounts under this Agreement:

- by periodical payment from an account in your name you conduct with us. You can choose this option by completing the details in the Acknowledgement and Acceptance section. Current periodical payment fees are quoted in our Banking Services brochure, which you can obtain from any branch, or by calling Business Telephone Banking on 132 142; or
- by periodical payment from an account with another financial institution – you will need to organise this with that financial institution; or
- at any of our branches in Australia. Please let your Business Banking Manager know if you require a deposit book; or
- by use of Business Internet Banking or Business Telephone Banking.

Some of the options listed above may not be available to you, depending on your Facility. Your Business Banking Manager can assist you in selecting the right payment option for your Facility.

If you arrange to make payments by direct debit and we debit your account where there are insufficient funds in it, then the payment may be reversed and you will be regarded as not having made your payment.

If you ask us to cancel a request to arrange direct debit payments to your loan account from an account with another financial institution we will do so promptly. However you will need to make other arrangements to make your loan repayments.

We will promptly process any complaint by you that a direct debit was unauthorised or otherwise irregular.

The Payment Amounts stated in the Finance Details schedule of this Agreement may change under the "Variation" clause (See General Conditions Schedule). Where there is a change with your loan (for example, an increase or decrease in interest rates) you may need to speak to the Lender about increasing or decreasing the Payment Amount to stay within the nominated Finance Term. The Lender will not inform you of any increase or decrease in the Payment Amount that may be necessary to maintain the nominated Finance Term.

Can I stop my obligations in respect of further advances?

If you are jointly and severally liable under a credit Facility, we will allow you to terminate your liability in respect of future advances or financial accommodation on giving us written notice. This right only applies where we can terminate any obligation we have to provide further credit to any other debtor under the same credit Facility, for example any obligation we may have to pay unpresented cheques under an overdraft Facility.

How can I accept this finance offer?

You have 30 days from the date of this offer to accept it, unless we extend the date.

You will need to complete, sign, date and return the second copy of this Finance Agreement to this office. When we receive your acceptance, the Agreement will commence and will replace all previous agreements between us in relation to the Facilities.

We may withdraw this offer at any time before you accept it, if we become aware of anything we consider changes the basis on which the offer was made.

If you do not draw any Facility (except for Overdraft or Line of Credit Facilities) within 3 months after you accept the offer, we may cancel that Facility unless we have agreed otherwise.

Signed for and on behalf of Westpac Banking Corporation by:

Rob Hill
Local Business Banker, Northlands
WA, Westpac SME, Business Bank
0417 939 182

Acknowledgement & Acceptance

Acknowledgements And Acceptance of Business Finance Terms and Conditions

Each Borrower:

1. accepts the offer dated 25 March 2017
2. acknowledges receipt of, has read and understood the General Conditions Schedule (except where this Agreement provides an Invoice Finance Facility only) and any Product Schedules
3. *encloses the Invoice Finance Agreement signed in duplicate
4. requests that you prepare any Securities and authorises you to register the Securities *(and, for Invoice Finance, the Invoice Finance Agreement) on any register you consider appropriate. (I/We acknowledge that I/we must pay all registration fees even if settlement does not occur)
5. *encloses a cheque for the total amount of fees payable (I/We will forward a cheque for any valuation fees, registration fees and solicitor's costs applicable, once advised of the amount.)
*authorises you to debit the following account(s) for the fees payable (including any valuation fees, registration fees and solicitor's costs applicable):

Account Number _____	Account Number _____
Branch _____	Branch _____
Amount \$ _____	Amount \$ _____

6. *requests that you debit my/our account number _____ at _____ branch for the balance of the purchase moneys payable at settlement. *(up to the sum of \$ _____), and pay this amount as my/our solicitor/agent/conveyancer directs.
7. *authorises you to debit my/our account and pay my/our solicitor's/agent's/conveyancer's account, as instructed at settlement.
8. a)

*authorises you to debit the following account(s) conducted with you for the Payment Amount(s) as outlined in the Finance Details section of this Agreement:

Loan Account to be credited	Account to be debited
Facility: A	Account Name: _____
	Account Number: _____
	Branch Name: _____

Please note that you may only nominate an account to be debited that is held in the name of at least one borrower. If you wish an account in another name to be debited, you will need to arrange for that account holder to establish a periodical payment authority separately.

b)

*authorises you to debit the following account conducted by with you for the interest charge as described in the Interest Details section of the Finance Details schedule:

Loan Account to be credited

Account to be debited

Facility: A

Account Name:

Account Number:

Branch Name:

Please note that you may only nominate an account to be debited that is held in the name of at least one borrower. If you wish an account in another name to be debited, you will need to arrange for that account holder to establish a periodical payment authority separately.

9. *authorises you to transfer from my/our account number _____ at _____ branch the amount of \$[*] into my/our account referred to in the flawed asset agreement(s) described in the Finance Details and, if more than one account is specified, to deposit the amount transferred between the relevant accounts in the amounts described in the flawed asset agreement(s).

*(*delete & initial whichever is not required)*

10. confirms that they do not hold any assets as the trustee of a trust unless the Agreement states that it is a trustee;
11. acknowledges that each Borrower is liable for the whole amount of the Facility. This means that you can require any borrower to pay all the principal, all the interest and all other amounts. If the other Borrower or Borrowers do not pay any amount, each Borrower acknowledges that it will have to pay the full amount itself.

SIGNED for and on behalf of Constant Nominees Pty Ltd ACN: 614 237 320 As Trustee For Constant Superannuation Fund

Sole Director/Secretary

Print Name PIERRE-LOUIS FRANCOIS CONSTANT

DATED: ____ / ____ / ____

The Solicitor, Settlement Agent or Land Broker acting for me/us is:-

Name:

Address:

Phone/Fax: