

# B Young Super Fund Deductions Notice Letter



B Young SMSF Pty Ltd as trustee for B Young Super Fund acknowledges that

**Billy David Young**

has advised in writing in accordance with Section 290-170 of the Income Tax Assessment Act 1997 the intention to claim a tax deduction of

\$27500.00

for contributions paid in the year ended 30 June 2022. The Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

DocuSigned by:

*Billy Young*

0D980E2A52B2445...

\_\_\_\_\_  
Billy David Young

Date: 30/06/2022

**\*\* IMPORTANT INFORMATION - PLEASE READ THE FOLLOWING CAREFULLY \*\***

If your records confirm the above amount claimed no action on your behalf is required. Retain this acknowledgement with your taxation records as it may be requested by the Australian Taxation Office to substantiate your tax deduction for Superannuation Contributions.

Otherwise: Complete the details below and return this form to the Trustee if:

1. The amount shown above is not the amount that will be claimed, or
2. The Australian Taxation Office disallows/reduces the amount you claim.

In terms of Section 290-170 of the Income Tax Assessment Act 1997 I advise that the amount I intend to claim as a tax deduction for the period 03 December 2021 to 30 June 2022 is: \$ \_\_\_\_\_

\_\_\_\_\_  
Billy David Young

Date: 30/06/2022

# Notice of intent to claim or vary a deduction for personal super contributions

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## Section A: Your details

### 1 Tax file number (TFN)

385531443

**!** The ATO does not collect this information provided on this form. This form is to assist you in providing details to your super fund. Your super fund is authorised to request your personal details, including your TFN, under the *Superannuation Industry (Supervision) Act 1993*, the *Income Tax Assessment Act 1997* and the *Taxation Administration Act 1953*. It is not an offence not to provide your TFN. However, if you do not provide your TFN, and your super fund doesn't already hold your TFN, they will not be permitted to accept the contribution(s) covered by this notice. For more information about your privacy please contact the entity you are providing this form to.

### 2 Name

Title: MR

Family name

YOUNG

First given name

BILLY

Other given names

DAVID

3 Date of birth 17/03/1995

### 4 Current postal address

401/25 SHAFSTON AVENUE

Suburb/town/locality

KANGAROO POINT

State/territory

QLD

(Australia only)

Postcode

4169

(Australia only)

Country if outside of Australia

5 Daytime phone number (include area code)

## Section B: Super fund's details

### 6 Fund name

B YOUNG SUPER FUND

7 Fund Australian business number (ABN) 37609504310

8 Member account number YOUBIL00001A

9 Unique Superannuation Identifier (USI) (if known)

## Section C: Contribution details

### 10 Personal contribution details

Is this notice varying an earlier notice? No  Yes

If you answered 'No' complete the **Original Notice to Claim a Tax Deduction** section below.  
If you answered 'Yes' complete the **Variation of previous valid notice of intent** section below.

#### ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION

11 Financial year ended 30 June 20

12 My personal contributions to this fund in the above financial year \$

13 The amount of these personal contributions I will be claiming as a tax deduction \$

## Section D: Declaration

This form has a declaration where you say the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

### INTENTION TO CLAIM A TAX DEDUCTION

**!** Complete this declaration if you have **not** previously lodged a valid notice with your super fund for these contributions.

I declare that at the time of lodging this notice:

- I intend to claim the personal contributions stated as a tax deduction
- I am a current member of the identified super fund
- the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions
- I have not included any of the contributions in an earlier valid notice.

I declare that I am lodging this notice at the earlier of **either**:

- before the end of the day that I lodged my income tax return for the income year in which the personal contributions were made, **or**
- before the end of the income year following the year in which the contribution was made.

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)

Signature

DocuSigned by:  
  
0D980E2A32B2443...

Date

**>** Send your completed notice to your super fund. **Do not send it to us.** The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

### VARIATION OF PREVIOUS VALID NOTICE OF INTENT

14 Financial year ended 30 June 20

15 My personal contributions to this fund in the above financial year \$

16 The amount of these personal contributions claimed in my original notice of intent \$

17 The amount of these personal contributions I will now be claiming as a tax deduction \$

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### Declaration

This form has a declaration where you sign to indicate that the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

**!** Complete this declaration if you have already lodged a valid notice with your fund for these contributions and you wish to **reduce** the amount stated in that notice.

### VARIATION OF PREVIOUS VALID NOTICE OF INTENT

*I declare that at the time of lodging this notice:*

- *I intend to claim the personal contributions stated as a tax deduction*
- *I am a current member of the identified super fund*
- *the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions.*

- *I have not yet lodged my income tax return for the relevant year and this variation notice is being lodged on or before 30 June in the financial year following the year in which the personal contributions were made, or*
- *the ATO has disallowed my claim for a deduction for the relevant year and this notice reduces the amount stated in my previous valid notice by the amount that has been disallowed.*

*I declare that I wish to vary my previous valid notice for these contributions by **reducing** the amount I advised in my previous notice and I confirm that either:*

- *I have lodged my income tax return for the year in which the contribution was made, prior to the end of the following income year, and this variation notice is being lodged before the end of the day on which the return was lodged, or*

*I declare that the information given on this notice is correct and complete.*

Name (Print in BLOCK LETTERS)

Signature

Date

**>** Send your completed variation notice to your super fund. **Do not send it to us.** The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

# B Young Super Fund General Ledger

As at 30 June 2022

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Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Property Income (28000)</b>					
<i>8/10 Exeter Way, Caloundra West QLD, Australia (U8/10exe)</i>					
21/04/2022	Direct Credit Payment Effective Date: 20/04/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		2-4	522.73	522.73 CR
28/04/2022	Direct Credit Payment Effective Date: 27/04/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	1,045.46 CR
05/05/2022	Direct Credit Payment Effective Date: 04/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	1,568.19 CR
12/05/2022	Direct Credit Payment Effective Date: 11/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	2,090.92 CR
19/05/2022	Direct Credit Payment Effective Date: 18/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	2,613.65 CR
26/05/2022	Direct Credit Payment Effective Date: 25/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	3,136.38 CR
02/06/2022	Direct Credit Payment Effective Date: 01/06/2022 SMSF LOAN BYOUNG - EXETER - ST LEASE - BANK OF QLD			522.73	3,659.11 CR
09/06/2022	Direct Credit Payment Effective Date: 08/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	4,181.84 CR
16/06/2022	Direct Credit Payment Effective Date: 15/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	4,704.57 CR
23/06/2022	Direct Credit Payment Effective Date: 22/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	5,227.30 CR
30/06/2022	Direct Credit Payment Effective Date: 29/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD			522.73	5,750.03 CR
				<b>5,750.03</b>	<b>5,750.03 CR</b>
<b>Total Debits:</b>	<b>0.00</b>				
<b>Total Credits:</b>	<b>5,750.03</b>				

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**LEASE/SUB-LEASE**

Dealing Number



**OFFICE USE ONLY**

**Privacy Statement**

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Lessor</b> JOHN GEORGE BOULTON AND JULIE ANNE BOULTON	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
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<b>2. Lot on Plan Description</b> LOT 8 ON SP255078	<b>Title Reference</b> 50926117
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<b>3. Lessee</b> Given names	Surname/Company name and number	(include tenancy if more than one)
	INTOUCH HOMES PTY LTD ACN 628 024 635	

**4. Interest being leased**  
FEE SIMPLE

**5. Description of premises being leased**  
WHOLE OF THE LOT

<b>6. Term of lease</b> Commencement date/event: Expiry date: and/or Event: #Options: 2 x 5 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> See Attached Schedule
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**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

.....signature  
*Benjamin John Doe* ..... full name  
*Solicitor* ..... qualification

28 04  
30 10/22  
Execution Date

*B. Doe* .....  
 Lessor's Signature

**Witnessing Officer**  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**9. Acceptance**  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature  
 ..... full name  
 ..... qualification

30 10/22  
Execution Date

INTOUCH HOMES PTY LTD ACN 628 024 635  
*Benjamin John Doe* ..... Sole Director  
 Lessee's Signature


**Witnessing Officer**  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 50926117

8. Grant/Execution

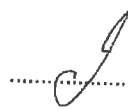
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

  
..... signature  
*Benjamin John Dore*  
..... full name  
*Solicitor*  
..... qualification

**Witnessing Officer**  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

*5/1/22*  
**Execution Date**

  
.....  
**Lessor's Signature**

SCHEDULE

Title Reference 50926117

- Item 1: **Term:**  
5 years
- Item 2: **Rent**  
\$27,180.00 per annum plus GST pursuant to clause 2.5 \$522 p.w
- Item 3: **Review Date(s) (CPI/Market/Fixed):**
- (a) **CPI Review Dates** Annually on the anniversary of the Commencement Date of the Lease except for the Market Review Dates
  - (b) **Market Review Dates** On exercise of the Option Periods
  - (c) (i) **Fixed Increase Dates** N/A
  - (ii) **Fixed Increase Percent** N/A
- Item 4: **Minimum Increase Percentage**  
N/A
- Item 5: **Agreed Proportion of Outgoings**  
100%
- Item 6: **Permitted Use**  
Office and storage
- Item 7: **Insurance - Public Risk**  
\$20,000,000.00
- Item 8: **Option Periods**  
2 x 5 years
- Item 9: **Bank Guarantee/Bond**  
An amount equivalent to three (3) months rent plus GST which at the Commencement Date is \$7,474.50
- Item 10: **Guarantors**  
Bill David Young
- Item 11: **Special Conditions**  
These Special Conditions vary the terms of this Lease and to the extent of any inconsistency prevail over the other terms of this Lease.

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1. **Definitions**

- 1.1 In this Lease, the "Freehold Contract" means the Contract between the Landlord as seller and B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust as Buyer for the Premises dated 17 February 2022.



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Title Reference 50926117

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**2. Commencement Date of Lease**

- 2.1 The parties acknowledge and agree that the Commencement Date of this Lease will be the date 2 days prior to settlement of the Freehold Contract.
- 2.2 The Landlord authorises the Tenant's solicitors to insert the Commencement Date and Expiry Date in the Form 7 and Reference Schedule of this Lease pursuant to special condition 2.1.

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**3. Rent and Outgoing Free Period**

- 3.1 The Landlord and the Tenant acknowledge and agree that the Tenant is not required to pay rent and outgoings for the period between the Commencement Date of this Lease and settlement of the Freehold Contract.
- 3.2 Further, the Tenant is not required to pay the bond prior to the settlement of the Freehold Contract.
- 3.3 While the Landlord is John George Boulton and Julie Anne Boulton:-
- (1) the Landlord will not be required to seek their Mortgagee's Consent to this Lease notwithstanding any other clause to the contrary in the Lease;
  - (2) Clause 13 of the Lease will not apply so that the Landlord will not be required to obtain a Deed in favour of the Tenant and it will be necessary for the Tenant to come to such arrangements with the new Landlord.

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**4. Termination of Lease**

- 4.1 In the event that the Freehold Contract is terminated for any reason, the Landlord or the Tenant may terminate this Lease upon providing seven (7) days notice in writing to the other party.

Title Reference 50926117

1. **INTERPRETATION**
- 1.1 Terms and Reference Schedule
  - (1) Terms in **bold** in the Reference Schedule have the meaning shown opposite
  - (2) Item numbers refer to those in the Reference Schedule unless stated otherwise
  - (3) Terms defined in the **BCCM Act** have the same meaning in this Lease as provided in the **BCCM Act**.
- 1.2 Definitions
  - (1) Intentionally Deleted
  - (2) "**API**" means the Australian Property Institute (Inc) Queensland Division
  - (3) "**Bank Guarantee**" means an unconditional and irrevocable undertaking by a bank for the amount in Item 10 of the Reference Schedule on terms acceptable to the **Landlord**
  - (4) "**BCCM Act**" means the **Body Corporate** and Community Management Act 1997, as amended from time to time
  - (5) "**Community Titles Scheme**" means the Community Titles Scheme of which the **Premises** forms part
  - (6) "**Body Corporate**" means the Body Corporate for the **Community Titles Scheme** of which the **Premises** forms part
  - (7) "**Common Areas**" means the areas of the **Building** designated for common use by the **Landlord**
  - (8) "**Commencement Date**" means the day inserted in Item 6 of the Form 7
  - (9) "**CPI**" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "**CPI**" means an index that the president of the **API** decides best reflects changes in the cost of living in the relevant city in which the **Premises** are located
  - (10) "**Expiry Date**" means the day inserted in Item 6 of the Form 7
  - (11) "**Financial Year**" means 1 July to 30 June
  - (12) "**Land**" means the property described in Item 2 of the Form 7
  - (13) "**Landlord**" means the party described in Item 1 of the Form 7
  - (14) "**Landlord's Property**" means any property owned by the **Landlord** in or on the **Premises**
  - (15) "**Lettable Area**" means the parts of the **Premises** the **Landlord** has leased or intends to lease at a commercial rental
  - (16) "**Outgoings**" means the Landlord's reasonable expenses directly attributable to the operation, maintenance or repair of the **Premises** and charges, levies, premiums, rates or taxes payable by the **Landlord** because it is the owner or occupier of the **Premises** or the **Land** and such expenses include, but will not be limited to, all costs associated with:
    - (a) rates, taxes and charges payable to any government or other authority

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- (b) cleaning costs and materials
  - (c) rubbish removal
  - (d) light and power charges
  - (e) air conditioning and ventilation
  - (f) lifts and escalators
  - (g) fire protection and prevention
  - (h) security
  - (i) insurance premiums
  - (j) repairs and maintenance
  - (k) costs for the control of pests, vermin or insects or other similar infestation
  - (l) intentionally deleted
  - (m) management costs, and
  - (n) **Body Corporate** administration fund, sinking fund and special levies under the **BCCM Act**
- (17) **"Premises"** means the premises described Item 5 of the Form 7 and hatched in black on the attached Plan the boundaries of which are the internal finished surface of walls and includes the **Landlord's Property** in the **Premises**
- (18) **"Renewed Lease"** means a Lease of the **Premises** for the relevant period set out in Item 9 of the Reference Schedule on the terms set out in Clause 15
- (19) **"Rent"** means the amount in Item 2 of the Reference Schedule as varied under this Lease
- (20) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, lifts and security services and all other utilities, services or systems provided in the **Community Titles Scheme**
- (21) **"Tenant"** means the party described in Item 3 of the Form 7
- (22) **"Tenant's Property"** means all fixtures, fittings, equipment, stock and other articles in the **Premises** owned by the **Tenant**
- (23) **"Valuer"** means a person who has at least three (3) years experience in valuing the kind of premises leased by this Lease

1.3 Reference

- (1) Reference to:
  - (a) the singular includes the plural and the plural includes the singular
  - (b) a person includes a body corporate
  - (c) a party includes the party's executors, administrators, successors and permitted assigns.
- (2) If a party consists of more than one person, this Lease binds them jointly and each of them severally.

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- (3) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

## 2. RENT AND OTHER PAYMENTS

### 2.1 Payments

The **Tenant** must pay the **Landlord**:

- (1) the **Rent**
- (2) the **Agreed Proportion of Outgoings**
- (3) charges for **Services** to the **Premises** during the **Term**
- (4) stamp duty assessed on the Lease and costs of registering the Lease
- (5) costs of the survey plan attached to the Lease
- (6) the **Landlord's** reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease
- (7) all reasonable costs and expenses incurred by the **Landlord** in relation to any notice given to the **Tenant** in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the **Landlord** to enforce the **Tenant's** performance and obligations under this Lease
- (8) any reasonable additional or unusual charges and expenses incurred by the **Landlord** at the request of the **Tenant**
- (9) any other payments arising from the **Tenant's** use of the **Premises**.

### 2.2 Manner of Payment

- (1) The **Tenant** must pay the **Rent**:
  - (a) by equal monthly instalments in advance on the first day of each month
  - (b) the first payment must be made on the **Commencement Date**
  - (c) if necessary the first and last instalments must be apportioned on a daily basis.
- (2) The **Tenant** must pay the **Agreed Proportion of Outgoings** for each **Financial Year** in the manner notified in writing by the **Landlord** and in the absence of notification in the same manner as **Rent**. A certificate by the **Landlord** or authorised representative of the **Landlord** is prima facie evidence of the **Outgoings** for each **Financial Year**.
- (3) The **Tenant** must make all other payments promptly to the relevant assessing authority if assessed directly against the **Tenant** but otherwise to the **Landlord** upon receipt of an invoice.
- (4) Payments must be made as the **Landlord** directs.
- (5) Within ninety (90) days after the expiry of each **Financial Year** the **Landlord** must provide the **Tenant** with a statement containing the actual **Outgoings** for the **Premises** or the **Land** for the immediately preceding **Financial Year**. Within fourteen (14) days of being provided with a statement, the **Landlord** must refund any overpaid **Outgoings** and the **Tenant** must pay any shortfall.

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2.3 Charges for Electricity

The **Tenant** acknowledges that if the **Landlord** supplies electricity to the **Tenant** as provided in the *Electricity Act 1994* and Section 244 of the *Electricity Regulations 1994* that the **Landlord** has elected to recover the cost of it from the **Tenant** as provided in that Act.

2.4 Interest

If the **Tenant** is late in paying the **Landlord** any money, the **Landlord** may charge the **Tenant** daily interest on any late payments at the rate of two percent (2%) per month or any part of a month. All interest charged must be paid on demand.

2.5 GST

(1) The parties agree that:-

(a) In this Lease "**GST**" means GST within the meaning of the **GST Act**, and "**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).

(b) Terms used in this Lease that are defined in the **GST Act** have the same meaning given in the **GST Act**.

(c) All amounts payable by the **Tenant** to the **Landlord** under this Lease are stated exclusive of **GST**.

(d) Failure by the **Tenant** to pay the **Landlord** for the GST pursuant to this clause treated in the same manner as this Lease treats the failure to pay the consideration for the relevant taxable supply.

(2) The **Tenant** must pay to the **Landlord** for each taxable supply made in connection with this Lease the amount of GST that will be payable by the **Landlord** for that taxable supply as and when the consideration for that taxable supply is payable by the **Tenant** to the **Landlord**.

(3) The **Landlord** must give the **Tenant** a GST tax invoice for each taxable supply made in connection with this Lease.

(4) The amount of each **Outgoing** excludes the amount of any input tax credit that the **Landlord** receives from the Australian Taxation Office on that **Outgoing**.

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3. RENT REVIEWS

3.1 CPI Review

Where **CPI Review Dates** are inserted in Item 3(a) of the Reference Schedule the **Rent** must be reviewed on each **CPI Review Date** to an amount represented by A where:

$$A = \frac{B}{C} \times D$$

Where B = the **CPI** for the quarter ending immediately before the relevant CPI review date.

C = the **CPI** for the quarter one (1) year before the quarter in B; and

D = the **Rent** payable immediately before the **CPI Review Date**.

3.2 Market Review

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- (1) Where **Market Review Dates** are inserted in Item 3(b) of the Reference Schedule the **Rent** must be reviewed in each **Market Review Date** to an amount equal to the current market rent for the **Premises** at the commencement of the year under review.
- (2) The current market rent must be agreed upon between the **Landlord** and the **Tenant** and if agreement on the current market rent is not reached by one month after commencement of the year under review, must be determined by a **Valuer**, acting as an expert and not an arbitrator, to be agreed upon by the **Landlord** and the **Tenant** or failing agreement, as nominated by the President of the **API**.
- (3) In arriving at a decision, the **Valuer** must take no account of any increase in rental value of the **Premises** attributable at the review date of any improvements to the **Premises** carried out by the **Tenant** or **Landlord** by way of fit out.
- (4) The costs of the **Valuer** must be borne equally by the **Landlord** and the **Tenant**.

3.3 Fixed Review

Where **Fixed Increase Dates** are inserted in Item 3(c)(i) of the Reference Schedule the from and including each **Fixed Increase Dates** the **Rent** increases by the corresponding percentage set out in Item 3(c)(ii) of the Reference Schedule.

3.4 Minimum Rent Increase

The **Rent** in any year will not in any circumstances be less than an amount equivalent to the percentage in Item 4 of the Reference Schedule multiplied by the **Rent** payable in the immediately preceding year.

3.5 Payment of Rent Prior to Review

- (1) Until a determination of **Rent** is made, the **Tenant** must pay the **Rent** payable before the date of the relevant review.
- (2) Any variation in **Rent** resulting from a review takes effect on the relevant review date.
- (3) Within fourteen (14) days of a determination, the **Landlord** must refund any overpaid **Rent** or the **Tenant** must pay any shortfall.

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4. USE OF THE PREMISES

4.1 Use of Premises

- (1) The **Tenant** must bring the **Premises** into active and bona fide use for the **Permitted Use** and for no other purpose.
- (2) The **Landlord** does not warrant the **Premises** are suitable for any purpose or may be used for the **Permitted Use**.

4.2 Conduct

The **Tenant** must not:

- (1) allow the **Premises** to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the **Landlord**
- (2) hold or permit to be held any auction or similar sale in the **Premises**
- (3) use any form of power other than gas or electric current or gas supplied through meters

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- (4) overload the **Services**
- (5) damage the Landlord's Property
- (6) alter the **Premises**, install any partitions or equipment or do any building work
- (7) do anything that may invalidate the **Landlord's** or the **Body Corporate's** insurance or increase the insurance premiums
- (8) display, paint or erect any signs, save standard business signage
- (9) knowingly use or allow the **Landlord's Property** to be used for any purpose other than those for which they were designed
- (10) interfere with any drains, water supply, gas, electrical, plumbing, air conditioning equipment or other services or any of the **Landlord's Property**
- (11) prepare or cook for sale or other commercial purpose any food on the Premises and keep the **Premises** free from vermin
- (12) use any apparatus which radiates heat
- (13) bring any heavy machinery, plant or equipment onto the **Premises** unless it is reasonably necessary for the **Permitted Use** and in any case must not overload the floors, walls or ceilings
- (14) make holes, deface or damage floors, walls or ceilings or other parts of the **Premises**
- (15) install any vending or amusement machines
- (16) use or install any product or property in the **Premises** likely to cause damage
- (17) use or permit to be used any of the elevators, escalators or travelators in the **Community Titles Scheme** to carry any bulky goods or equipment unless they are designated by the Body Corporate for that purpose.

4.3 Consent

The **Tenant** may seek the **Landlord's** written consent to any of the matters in Clause 4.2 which can be granted at the **Landlord's** discretion.

4.4 Tenant's Obligations

The **Tenant** must:

- (1) obtain and maintain all permits or consents required from any government authority to carry on the **Permitted Use** in the **Premises**
- (2) obey all reasonable directions and rules given by the **Body Corporate** relating to use of the **Common Areas**
- (3) obey any rules made by the **Body Corporate** relating to the operation, safety, use, occupation and management of the **Community Titles Scheme**
- (4) immediately notify the **Landlord** and the **Body Corporate** of any damage to, defect or disrepair in the **Services** or the **Landlord's Property**
- (5) immediately notify the **Landlord** and the **Body Corporate** of any infectious diseases notifiable to the relevant Health Authority occurring on the **Premises** of which it is aware

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- (6) immediately provide the Landlord with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the Premises
- (7) at the expiration or sooner determination of the Term return all keys of the Premises to the Landlord
- (8) lock all exterior doors and windows in the Premises when the Premises are not being used
- (9) pay all charges, assessments or impositions which may be levied in respect of the Premises during the Term and arising as a result of the use and occupation of the Premises by the Tenant
- (10) comply with the provisions of the **BCCM Act**, Regulation Module and the **Body Corporate By-Laws** as amended from time to time
- (11) comply with any order by the Commissioner for Body Corporate and Community Management under the **BCCM Act**
- (12) keep the **Premises** free from vermin
- (13) take out and maintain all licences, permits and registrations required by any statutory regulatory or competent authority for carrying out the **Permitted Use**
- (14) comply with all laws in relation to the conduct of the **Permitted Use**
- (15) comply with all laws and requirements of any statutory regulatory or competent authority relating to fire safety.

5. MAINTENANCE AND REPAIR

5.1 Repair

The **Tenant**, subject to the obligations of the **Body Corporate** must:

- (1) keep the **Premises**, including all signage, in good repair and condition except for fair wear and tear, and structural defects and/or repairs
- (2) fix any damage caused by the **Tenant** or its employees use
- (3) repair, maintain or replace all glass in the **Premises**, the doors locks windows and window fittings, all broken, faulty or blown light tubes and associated electrical apparatus in the **Premises**
- (4) during the last year of the **Term**, and more often if reasonably required by the **Landlord** having regard to the condition of the **Premises**, paint the walls, ceilings and other painted surfaces of the interior of the **Premises** with two (2) coats of first quality paint in a proper and workmanlike manner, in the original colours or in such other colours approved by the **Landlord**.

5.2 Cleaning

The **Tenant** must:

- (1) keep the **Premises** clean and tidy, consistent with the nature of the business conducted on the **Premises**
- (2) keep the **Tenant's Property** clean and tidy
- (3) if the **Landlord** and **Tenant** agree to use a cleaning service supplied by the **Landlord** to the **Premises** the **Tenant** must pay to the **Landlord** on demand the reasonable cost of cleaning the **Premises**



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- (4) any cleaning of the Premises by a service supplied by the Landlord must be of a satisfactory commercial standard and the cleaners will be allowed access to the Premises at all reasonable times.

5.3 Landlord's Right to Inspect and Repair

- (1) Upon giving the Tenant two (2) days notice in writing, the Landlord may inspect or carry out repairs, maintenance, or building work in or around the Premises at any reasonable time. In an emergency, the Landlord may enter at any time without giving the Tenant notice.
- (2) The Landlord may carry out any of the Tenant's obligations under this Lease if the Tenant does not carry them out on time or as reasonably directed by the Landlord. If the Landlord does so, then the Tenant must pay the Landlord's expenses.

5.4 Tenant's Works

- (1) The Tenant must not carry out any building work without the consent of the Landlord and the Body Corporate. The Landlord cannot unreasonably refuse to give its consent if:
- (a) the Landlord approves the Tenant's drawings and specifications for the works
  - (b) the Tenant and the Landlord agree on the type, quality, colour and size of the materials to be used
  - (c) the Landlord reasonably approves of the Tenant's builder.
- (2) The Tenant must:
- (a) pay for any work approved under Clause 5.4(1)
  - (b) indemnify the Landlord against all injury or damage to the Premises or the Building caused by those works, and
  - (c) maintain the works.

5.5 Landlord's Fitout

If the Landlord has provided any fitout to the Premises then:

- (1) that fitout is Landlord's Property
- (2) the Tenant must not damage any fitout provided by the Landlord or install any additional fitout without the consent of the Landlord which must not be unreasonably withheld

6. ASSIGNMENT AND SUBLETTING

6.1 The Tenant may only assign, sublet, mortgage, charge or deal with the Lease or the Premises with the Landlord's consent which must not be unreasonably withheld.

6.2 The Landlord must give its consent if:

- (1) the Landlord is satisfied that the new tenant is suitable, respectable, responsible and financially secure and is capable of carrying out the Tenant's obligations under this Lease
- (2) the Tenant and the new tenant signs any agreement and gives any security which the Landlord reasonably requires

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- (3) The **Tenant** complies with any other reasonable requirements of the **Landlord**
  - (4) The **Tenant** is not in breach of the Lease
  - (5) The **Tenant** releases the **Landlord** from all claims the **Tenant** has or may have in respect of this Lease
  - (6) The **Tenant** pays the **Landlord's** reasonable costs and expenses of giving its consent including legal costs, stamp duty and registration fees.
- 6.3 If the **Tenant** is a corporation, any change in the principal shareholding or composition of the board of directors altering the effective control or control of one half or greater of the shares of the board is an assignment of this Lease and must be dealt with in accordance with this Lease.

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7. **LANDLORD'S RIGHTS AND OBLIGATIONS**

7.1 Head Lease or Other Interests

The **Tenant** must allow any person having any estate or interest in the **Premises** superior to or concurrent with the **Landlord** to exercise the powers to enter and view the **Premises** and to carry out repairs renovations maintenance and other work and otherwise to exercise or perform their lawful rights or obligations.

7.2 Quiet Enjoyment

Provided the **Tenant** complies with the terms of this Lease the **Tenant** can peaceably hold and enjoy the **Premises** during the continuance of this Lease without any interruption by the **Landlord** or any other person lawfully claiming under the **Landlord**.

7.3 Rates and Taxes

The **Landlord** must pay all **Outgoings** not payable by the **Tenant** or any other occupant of the **Building**.

7.4 Consent of Mortgagee

The **Landlord** must obtain from any mortgagee an unconditional consent in writing to this Lease.

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8. **RISK**

8.1 Own Risk

The **Tenant** occupies and uses the **Premises** at its own risk. The **Tenant** also carries out building work in the **Premises** at its own risk.

8.2 Release

The **Tenant** releases to the fullest extent permitted by Law, the **Landlord** and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the **Premises** or in any part of the **Community Titles Scheme** or outside the **Community Titles Scheme** except to the extent that it is caused by a deliberate act, negligence or default by the **Landlord** or its agents, employees or contractors or from structural defects.

8.3 Indemnity

Without limiting the generality of Clause 8.2 the **Tenant** indemnifies and holds indemnified the **Landlord** and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in

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respect of which the **Landlord** may sustain or incur or for which the **Landlord** or its agents, employees and contractors shall or may be or become liable whether during or after the **Term** in respect of or arising from:

- (1) **Breach of Covenant** - Loss, damage or injury to property or person from or contributed to by the neglect or default of the **Tenant** to observe or perform any of the covenants, conditions and restrictions on the part of the **Tenant** whether positive or negative expressed or implied
- (2) **Misuse** - Negligent use or misuse, waste or abuse by the **Tenant** or any servant, agent or sub-tenant of any **Services** to the **Premises** or to the **Community Titles Scheme**
- (3) **Escape of Harmful Agent** - Overflow or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the **Premises** caused or contributed to by any act or omission on the part of the **Tenant** its servants, agents or sub-tenants
- (4) **Failure to Notify** - Failure of the **Tenant** to notify the **Landlord** of any defect of which it is aware in the **Premises** whatsoever
- (5) **Use of Premises** - Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the **Premises** by the **Tenant** or any servant, agent or sub-tenant
- (6) **Personal Injury** - Any personal injury sustained by any person in or about the **Premises** or the **Building** howsoever caused other than the wilful or negligent act or omission of the **Landlord** or its servants or agents.

8.4 Insurance

- (1) At all times during the continuance of this Lease the **Tenant** must affect and keep current:
  - (a) a public liability insurance policy in respect of the **Premises** having endorsement to include the risks and indemnities contained in Clause 8.3 in the names of the **Landlord** and all persons having superior title to the **Landlord** and the **Tenant** for their respective interests in an amount set out in Item 7 of the Reference Schedule or any higher amount that the **Landlord** may from time to time reasonably require the **Tenant** by notice in writing to effect for of any single claim, accident or event, with an insurance office or company approved by the **Landlord** (such approval not to be unreasonably withheld)
  - (b) a policy of insurance in the names of the **Landlord** and the **Tenant** for their respective interests to cover:
    - (i) the full reinstatement replacement costs of plate glass in the **Premises**
    - (ii) special industrial risks (if any) due to the specific **Permitted Use** of the **Premises** by the **Tenant** (if any)with an insurance office or company approved by the **Landlord** (such consent not to be unreasonably withheld)
  - (c) worker's compensation including employer's liability insurance (unlimited cover).
- (2) The **Tenant** must give the **Landlord**:
  - (a) a duplicate copy of each such policy immediately it is affected
  - (b) a copy of the receipt issued for payment of each premium within five (5) business days of it being paid
  - (c) a copy of the certificate of currency when requested.

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8.5 Notice of Accident

The **Tenant** must give the **Landlord** prompt notice in writing of any accident in or want of repair to the **Premises** or defect in any **Services** which it is aware.

8.6 Conduct Voiding Insurance

The **Tenant** must not knowingly do or permit to be done or omit to do any act in the **Premises** or on the **Common Areas** which may render void or voidable any insurances for the **Body Corporate** or that may cause the rate of premium on any such insurance policies to be increased or be liable to be increased and the **Tenant** must do or permit to be done immediately upon request by the **Landlord**, everything necessary to ensure the continuance of any insurances effected by the **Landlord** and/or the **Body Corporate**.

9. **DEFAULT AND TERMINATION**

9.1 Essential Terms

The essential terms are:

- (1) Payments [Clause 2.1]
- (2) Use of **Premises** [Clause 4.1]
- (3) Conduct [Clause 4.2]
- (4) **Tenant's** Obligations [Clause 4.4]
- (5) Repair [Clause 5.1]
- (6) Cleaning [Clause 5.2]
- (7) Obtain consent before assignment, subletting, mortgaging or charging [Clause 6.1].

9.2 Default

The **Tenant** is in default of this Lease if:

- (1) it breaches an essential term of this Lease
- (2) it repudiates its obligations under this Lease
- (3) it is insolvent
- (4) its interest under this Lease is attached or taken in execution under any legal process, or
- (5) it does not comply with any other term of this Lease within a reasonable time after receiving notice from the **Landlord** to do so.

9.3 Termination of Tenancy

- (1) If the **Tenant** is in default and does not remedy the default within the time stated in any notice from the **Landlord**, the **Landlord** may do any one or more of the following without prejudice to any other right which it may have against the **Tenant**:
  - (a) by notice to the **Tenant**, convert this Lease to a month to month tenancy on the terms of this Lease as far as they can be applied to a monthly tenancy

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- (b) by notice to the **Tenant**, terminate the Lease and take possession of the **Premises**
  - (c) recover from the **Tenant** any loss suffered by the **Landlord** due to default of the **Tenant**
  - (d) exercise any of its other legal rights.
- (2) The **Landlord** must take reasonable steps to mitigate its loss.

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10. EXPIRY OF TERM

10.1 Tenant's Obligations

On expiry of the **Term** or earlier termination the **Tenant** must:

- (1) vacate the **Premises** in good repair and clean condition fair wear and tear being acceptable
- (2) remove all the **Tenant's Property** from the **Premises**
- (3) repair any damage caused by removal of the **Tenant's Property**
- (4) return all keys, security passes and cards held by the **Tenant** or its employees, and
- (5) paint the **Premises** with two coats of first quality paint in a workmanlike manner in colours approved in writing by the **Landlord**.

10.2 Failure to Remove Tenant's Property

If the **Tenant** does not remove the **Tenant's Property** on expiry or earlier termination, the **Landlord** may:

- (1) remove and store the **Tenant's Property** at the **Tenant's** risk and expense, or
- (2) treat the **Tenant's Property** as being abandoned, in which case title in the **Tenant's Property** passes to the **Landlord** who may deal with it as it thinks fit without being liable to account to the **Tenant**.

10.3 Power of Attorney

- (1) The **Tenant** irrevocably appoints the **Landlord** and each and every one of its directors to be the true and lawful attorney of the **Tenant** to act at any time after the power to take back possession of the premises has been exercised.
- (2) The attorney is empowered to:
  - (a) execute and register (if necessary) a Transfer or Surrender of the Lease or a Withdrawal of any Caveat lodged by the **Tenant** affecting the **Land** together with any other documents needed to affect those dealings
  - (b) do all things which the **Tenant** is required to do under this Lease.
- (3) The **Tenant** undertakes to ratify and confirm anything the attorney lawfully does and to pay the **Landlord's** reasonable expenses incurred in exercising the powers under Clause 10.3 on demand.

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11. MONTHLY TENANCY

11.1 Monthly Tenancy

If the **Tenant** continues to occupy the **Premises** after the **Expiry Date** in accordance with this Lease:

- (1) The **Tenant** does so as a monthly tenant on the same conditions as at the last day of the **Term**, and
- (2) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day.

12. DAMAGE AND DESTRUCTION

12.1 Rent Reduction

If the **Premises** is damaged or destroyed and the **Tenant** or its employees have not caused or contributed to such damage or destruction and as a result the **Premises** are wholly or partially unfit for use or the **Tenant** cannot gain access to the **Premises** then from the date that the **Tenant** notifies the **Landlord** of the damage or destruction until the date that the **Premises** are again fit for use and accessible the **Landlord**:

- (1) must reduce the **Rent, Agreed Proportion of Outgoings** and any other money payable to the **Landlord** by a reasonable amount depending on the type and extent of damage or destruction, and
- (2) cannot require the **Tenant** to clean, repair or maintain until the **Premises** are fit for use and accessible.

12.2 Tenant May Terminate

The **Tenant** may terminate this Lease by thirty (30) days notice to the **Landlord** unless:

- (1) within three (3) months of the event causing damage or destruction, the **Landlord** notifies the **Tenant** that the **Premises** will be reinstated, and
- (2) carries out reinstatement works within a reasonable time having regard to the extent of the damage.

12.3 Landlord May Terminate

If the **Landlord** considers the damage to the **Premises** renders it impractical or undesirable to reinstate the **Premises**, it may terminate this Lease by giving to the **Tenant** notice in writing.

12.4 No Obligation to Rebuild

The **Landlord** is not obliged to procure the restoration of the **Community Titles Scheme** or **Premises** according to the former specifications so long as the layout and dimensions of the **Premises** and **Services** are not substantially different.

12.5 Dispute Resolution

- (1) The **Tenant** is entitled to dispute the reasonableness of any increase or reduction of rent and other moneys
- (2) Any dispute as to the extent and reasonableness of any increase or reduction in rent and other moneys must be determined by an independent **Valuer** appointed by the president of the **API** at the request of either party
- (3) In making the determination, the appointed **Valuer** acts as an expert and the determination is final and binding on both parties

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- (4) The cost of the determination must be paid by the parties equally unless otherwise decided by the appointed **Valuer**.

12.6 Antecedent Rights

Termination under Clause 12 or any other provision of this Lease does not affect either parties' accrued rights before termination.

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13. SALE BY LANDLORD

Before transferring any interest in the **Land**, the **Landlord** must obtain a signed deed from the transferee containing covenants in favour of the **Tenant** that the transferee will be bound by the terms of this Lease and will not transfer its interest in the **Land** unless it obtains a similar deed from its transferee.

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14. GENERAL

14.1 Naming Rights

The Landlord and the Body Corporate may:

- (1) name or rename the **Building**
- (2) alter or build additions to the **Building** and in so doing interrupt the **Services** provided any interruption is minimised.

14.2 Landlord May Rectify

If the **Tenant** does not perform any obligation under this Lease the **Landlord** may perform that obligation as agent of the **Tenant** and the full cost to the **Landlord** of performing that obligation is payable by the **Tenant** to the **Landlord** on demand.

14.3 Notices

To be valid or effective a notice or document must be:

- (1) in writing, and
- (2) left at, posted by registered post or sent by facsimile number to the **Landlord** or **Tenant** at the address last notified by the receiving party.

14.4 Waiver Negatived

Failure by the **Landlord** or **Tenant** to exercise any power or right under this Lease can not be such to be construed or deemed a waiver of the relevant power or right unless it is in writing.

14.5 Entire Agreement

This Lease:

- (1) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease, and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

14.6 Severability

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If any provision of this Lease or its application to any person or circumstance is or becomes unenforceable, illegal or void the remaining covenants are not affected and each covenant of this Lease is enforceable to the greatest extent permitted by Law.

14.7 Obligations of Parties

The respective covenants and obligations of the parties as set out in this Lease whether positive or negative must be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other party and continuing (unless the context otherwise requires) throughout the Term and for so long as it remains to be performed.

14.8 Statutes and Regulations

Reference to statutes regulations ordinances or by-laws are deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

14.9 Governing Law

This Lease must be governed by and construed in accordance with the law of the State of Queensland.

14.10 Saturdays, Sundays and Public Holidays

If under this Lease the day on or by which any act, matter or thing must be done is a Saturday, Sunday or a public holiday that act matter or thing must be done on the next succeeding day which is not a Saturday, Sunday or Public holiday.

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15. OPTION FOR FURTHER TENANCY

15.1 Exercise of Option

If further terms have been inserted in Item 9 of the Reference Schedule the Landlord must grant a Renewed Lease of the Premises to the Tenant for each further term inserted in Item 9 of the Reference Schedule if the Tenant:

- (1) gives notice to that effect to the Landlord not less than three (3) months before the Term expires, and
- (2) has not breached any of the essential terms of this Lease set out on Clause 9.1.

15.2 Terms of Renewed Lease

The Renewed Lease must be on the same terms as this Lease except:

- (1) the term will be that specified for the relevant Option in Item 9 of the Reference Schedule
- (2) the date of commencement will be the day after expiry of the Term
- (3) if the day after the expiry of the Term is not a Review Date in the Reference Schedule, the rent will be an amount determined under Clause 3.2 as if that day of the Term was a Market Review Date
- (4) the amount of public liability insurance in Item 7 of the Reference Schedule will be an amount reasonably required by the Landlord
- (5) the Bank Guarantee in Item 10 of the Reference Schedule will be an amount reasonably required by the Landlord



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- (6) Clause 15 will be omitted from the **Renewed Lease** when no relevant further terms remain in Item 9 of the Reference Schedule or the **Tenant** does not comply with Clause 15.1.

15.3 Dispute

If rent is not determined at the commencement date of the **Renewed Lease**, the **Tenant** must pay the **Rent** and any adjustment will be made on determination of the relevant rent.

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16. **BANK GUARANTEE/BOND**

16.1 If a **Bank Guarantee/Bond** has been inserted in Item 10 of the Reference Schedule the **Tenant** must, before the Date of Commencement:-

(1) pay to the Landlord the amount of the Bond by cash or bank cheque; or

(2) deliver to the Landlord the original **Bank Guarantee**.

16.2 If the **Tenant** does not comply with any of its obligations under this Lease, the Landlord may apply the **Bond** or may call on the **Bank Guarantee** to rectify the noncompliance.

16.3 If the Landlord applies the **Bond** or makes demand on the **Bank Guarantee** to rectify the non-compliance, the **Tenant** must:-

(1) pay the amount requested by the Landlord in writing, to top up the **Bond** to the full amount; or

(2) provide a replacement **Bank Guarantee** equal to the amount claimed by the Landlord

16.4 The Landlord must repay the **Bond** or return the **Bank Guarantee** to the **Tenant** within two (2) months of expiration of the **Term** unless:

(1) the Landlord has started proceedings against the **Tenant**, or

(2) the **Tenant** is holding over with the Landlord's consent.

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17. **Guarantee**

17.1 Guarantee

If **Guarantors** are inserted in Item 10 of the Reference Schedule this Lease is not binding on the Landlord until the Guarantee annexed to this Lease has been signed by each person named as a **Guarantor** in Item 10 of the Reference Schedule.

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### DEED OF GUARANTEE AND INDEMNITY

IN CONSIDERATION of the Landlord granting the foregoing lease to the Tenant of the Premises known for the Term ("the Lease") at the request of the Guarantor which request is evidenced by the execution by the Guarantor of this Deed, the Guarantor hereby undertakes and agrees with the Landlord as follows:

#### 1. Guarantee

The Guarantor hereby guarantees to the Landlord the due payment of all moneys hereby covenanted or agreed to be paid and the due performance, observance and fulfilment by the Tenant of all the covenants, terms, provisions and conditions herein contained or implied and on the part of the Tenant to be performed observed and fulfilled.

#### 2. Indemnity

The Guarantor hereby indemnifies the Landlord and agrees at all times hereafter to keep the Landlord indemnified from and against all damages and all claims costs losses expenses or obligations direct or indirect which the Landlord may suffer or incur consequent upon or arising directly or indirectly out of any breach or non-observance by the Tenant of any of the covenants terms provisions or conditions contained or implied in the lease or any extension or renewal thereof and on the part of the Tenant to be performed observed or fulfilled.

#### 3. Continuation of Guarantee

Without limiting the generality of any other provision of the lease the rights remedies and recourse of the Landlord pursuant to this Guarantee and Indemnity shall not in any way be prejudiced or affected and shall remain fully enforceable and the liability of the Guarantor hereunder shall not be abrogated prejudiced limited or affected notwithstanding any one or more or all of the following circumstances:

- 3.1 the granting of any time, credit, forbearance, indulgence or concession at any time by the Landlord to the Tenant or any Guarantor;
- 3.2 any absolute or partial release of the Tenant or any one or more Guarantor or any compromise with the Tenant or any one or more Guarantor;
- 3.3 any variation of the provisions of the said lease or any holding over of the Term or other continued occupation of the leased Premises by the Tenant;
- 3.4 any composition, compromise, release, discharge, arrangement,
- 3.5 any assignment or sub-lease of the leased Premises or any part thereof;
- 3.6 any determination of the Lease (whether by effluxion of time re-entry forfeiture surrender or otherwise);
- 3.7 the fact that the several rentals and other moneys hereby reserved or any part thereof may not be recoverable or may cease to be recoverable or may never have been recoverable or that any transaction affecting in any way the several rentals and such other moneys or the obligations contained in or secured by the lease is void, voidable or unenforceable in whole or in part whether initially or otherwise;
- 3.8 any failure or agreement not to sue, exchange or modification made or any other dealing act or omission (whether constituting a waiver election estoppel or otherwise) by the Landlord with respect to any judgment,

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order for payment of moneys, specialty, instrument negotiable or otherwise, or other security whatsoever recovered held or enforceable by the **Landlord** or with respect to any obligation or liability whatsoever in respect of all or any of the several rentals and other moneys hereby reserved or the obligations contained in the lease;

- 3.9 the death, disability, bankruptcy, infancy, deed of arrangement assignment or composition for the benefit of creditors, winding-up, schemes of arrangement, reduction of capital, capital reconstruction, or the appointment of a receiver and manager (whether by the court or under the powers contained in any instrument) or official management of the **Tenant** or any **Guarantor** or notice of any of the preceding circumstances;
- 3.10 the fact that one or more of the persons named herein as a **Guarantor** may never execute the lease as **Guarantor** or that the execution of the lease by any one or more of such **Guarantor** (other than the person sought to be made liable hereunder) is or may become unenforceable, void or voidable;
- 3.11 any exercise or purported exercise by the **Landlord** of its right of re-entry,

AND EACH of the above circumstances shall be construed separately and independently and so as not to limit the meaning or any other listed circumstance and shall not be limited by the provisions of any other clause.

4. **Irrevocable Guarantee**

This Guarantee and Indemnity shall be irrevocable and continuing and shall extend to cover all obligations of the **Tenant** to the **Landlord** howsoever arising and it shall continue and remain in full force and effect until the due performance observance and fulfilment by the **Tenant** of all the covenants terms provisions and conditions on the part of the **Tenant** to be performed observed and fulfilled in accordance with the terms hereof.

5. **No Prejudice**

Neither the **Guarantor's** liability nor the **Landlord's** rights under this Guarantee and Indemnity or otherwise shall be prejudiced or discharged by any act or omission or any event or securities of any description which might otherwise have the effect (whether at law in equity or under statute) of prejudicing or discharging the liability of the **Guarantor** hereunder either as a **Guarantor** or principal debtor or as an indemnifier.

6. **Void Payments**

The **Guarantor** further agrees that any payment made to the **Landlord** and later avoided by any statutory provision shall be deemed not to have discharged the **Guarantor's** liability and in any such event the **Landlord**, the **Tenant** and the **Guarantor** shall be restored to the rights which each respectively would have had if the payment had not been made.

7. **Indemnity for Disclaimer**

The **Guarantor** hereby agrees to indemnify and keep indemnified the **Landlord** against all losses claims costs expenses damages or obligations direct or indirect sustained or incurred by the **Landlord** consequent upon any disclaimer of the lease by a liquidator of the **Tenant** for the residue of the Term which would have remained if there had been no disclaimer.

8. **Guarantor not Prove**

The **Guarantor** shall not prove or claim in any such liquidation composition arrangement or assignment or in respect of such appointment until the **Landlord** has received one hundred cents in the dollar in respect of the moneys due, owing or payable by the **Tenant** to the **Landlord** and the **Guarantor** shall hold in trust for the **Landlord** such proof and claim and any dividend received thereon.

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9. **Reversion of Lease**

In the event that the reversion of the Lease is transferred or assigned to any person or persons the benefit of this Guarantee and Indemnity shall extend to the transferee or assignee **AND** the benefit of this Guarantee and Indemnity shall continue to enure concurrently for the benefit of the **Landlord** notwithstanding any such transfer or assignment.

10. **Joint and Several**

Where the "Guarantor" consists of two or more persons (natural and/or corporate) the obligations of the Guarantor under this Deed shall bind them jointly and each of them severally.

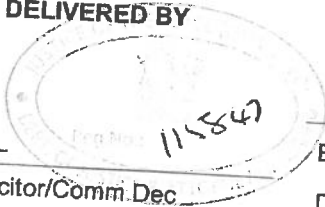
11. **Meaning of Lease**

In this guarantee and indemnity the expression "the lease" extends to and includes not only the lease tenancy or relationship between the **Landlord** and the **Tenant** established by the foregoing instrument but also any periodic or other tenancy which may arise as a result of the **Tenant's** occupation or possession of the leased premises and the **Tenant's** payment of rent (or obligation to pay rent) to the **Landlord** in respect of the **Premises**.

**EXECUTED AS A DEED**

SIGNED SEALED AND DELIVERED BY  
BILLY DAVID YOUNG

in the presence of



*A.M. Harrison*

Justice of the Peace/Solicitor/Comm. Dec.

Witness's Full Name: **Suzanne Marie Harrison**

Witness's Address:

*Billy David Young*

Billy David Young

Date: 25-03-2022

C/- JP Branch  
Lvl 6/154 Melbourne Street  
South Brisbane  
Ph: 1300 301 147  
E: jp@justice.qld.gov.au

2.25



11 February 2022

Billy Young  
InTouch Projects Storm Damage Specialists

E: [admin@intouch-projects.com.au](mailto:admin@intouch-projects.com.au)  
M: 0488 033 766

Savills (Qld) Pty Ltd  
ABN 14 010 654 109  
E [sgardiner@savills.com.au](mailto:sgardiner@savills.com.au)  
Level 5, 26 Duporth Avenue  
PO Box 1435  
Maroochydore Qld 4558  
T +61 (0) 7 5443 5088  
F +61 (0) 7 5313 7537  
[savills.com.au](http://savills.com.au)

Dear Billy,

**UNIT 8 / 10 EXETER WAY, CALOUNDRA QLD 4551**

Further to our recent conversation, in regards to a rental appraisal on the above mentioned property, please find below our thoughts & recommendations.

**MARKET RECOMMENDATIONS – LEASE**

The Sunshine Coast industrial market has seen a kick along over the past 12 – 18 months with increased sales rates and interest and demand from buyers and tenants. And due to this has seen an increase in rentals for industrial sheds, especially smaller sheds under 200m<sup>2</sup>.

Below are the particulars of the subject property along with our thoughts on the rental that could be achieved for this warehouse industrial unit in today's climate & market.

Ground floor 133m<sup>2</sup>  
Mezzanine level – 18m<sup>2</sup>

Total area: 151m<sup>2</sup>

**We believe an achievable rental would be \$170 - 180/sq m + Outgoings + GST (\$25,670 to \$27,180 Per Annum + Outgoings + GST)**

The above appraisal is not a valuation but an indication of what we believe is a fair market rental for this property in the current market and climate.

We trust this correspondence is to your satisfaction if you have any queries please do not hesitate to contact the writer.

Yours sincerely  
**Savills (Qld) Pty Ltd**

**Scott Gardiner**  
State Director  
0415 679 112  
[sgardiner@savills.com.au](mailto:sgardiner@savills.com.au)

3-1

**B Young Super Fund**  
**SuperStream Rollover / Release Authority**  
As at 30 June 2022



**1. Rollover / Release Authority Summary**

Member's / Beneficiary's Name: BILLY DAVID YOUNG  
Transaction Type: SuperStream Roll In  
Date: 16/02/2022  
Transaction Status: Roll In Transaction Processed

**2. Rollover / Release Authority Details**

**Member Details:**

Is the rollover for a member or a beneficiary? Member  
Member's Name: BILLY DAVID YOUNG  
Member Account: Default accumulation account  
TFN: \*\*\*\*\*443  
Date of Birth: \*\*\*\*\*1995  
Sex: Male  
Address: 5 WATERMANS WAY, RIVER HEADS, 4655, QLD, AUSTRALIA  
Service Period Start Date: 17/01/2011

**Receiving Fund Details:**

Is the fund an SMSF? Yes  
Name: The Trustee for B Young Super Fund  
ABN: 37609504310  
ESA: BGLSF360  
Member Client ID: YOUBILL00001A

Bank Account

BSB: 182512  
Account Name: The Trustee for B Young Super Fu  
Account Number: 970000238

**Transferring Fund Details:**

Is the fund an SMSF? No  
Name: The Trustee for COLONIAL FIRST STATE-FIRSTCHOICE SUPERANNUATION TRUST  
ABN: 26458298557  
ESA:  
USI: FSF0511AU  
Member Client ID: 001011037190242

**B Young Super Fund**  
**SuperStream Rollover / Release Authority**  
As at 30 June 2022



**Rollover Transaction Details:**

Is the request for the entire balance? Yes

Insurance

Insured Death Cover: \$1,301,793.32

Insured TDP Cover: \$1,006,937.23

Insured Income Protection Monthly Cover: \$8,685.68

Payment Reference Number: ET220215SMS0110008

Requested Amount: \$138,510.83

Rollover Components

Tax Free Component: \$1,125.35

Element Taxed In The Fund: \$137,385.48

Element Untaxed In The Fund: \$0.00

Kiwisaver Tax Free Component: \$0.00

Preservation Amounts

Preserved Amount: \$138,510.83

Restricted Non-Preserved: \$0.00

Unrestricted Non-Preserved: \$0.00

Kiwisaver Preserved Amount: \$0.00

Is the request a Death Benefit Rollover? No

**3. SuperStream Rollover / Release Authority Transaction History**

<b>Date</b>	<b>Transaction Status</b>	<b>Transaction Source</b>	<b>Processed By</b>
17/02/2022	Roll In Transaction Processed	User created	Leeza Cox
16/02/2022	Roll In Transaction Received	Electronically received (Fund)	SYSTEM

4-1

# B Young Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Accountancy Fees (30100)</b>					
<u>Accountancy Fees (30100)</u>					
15/03/2022	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON TD		220.00	4-2	220.00 DR
15/03/2022	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON TD		220.00	4-3	440.00 DR
			<b>440.00</b>		<b>440.00 DR</b>

**Total Debits: 440.00**

**Total Credits: 0.00**





4-2

Mr B Young  
B Young Property Pty Ltd  
PO Box 1254  
HERVEY BAY QLD 4655

**Tax Invoice**  
**030343**  
  
Ref: YOUNBC7  
20 December, 2021

Description	Amount
<p>Fee for Professional Service rendered in relation to the following:</p> <ul style="list-style-type: none"> <li>B Young Property Pty Ltd</li> </ul> <p>The following gives details of the work undertaken:</p> <p>Attending to secretarial matters of the company on your behalf throughout the year with the Australian Securities &amp; Investments Commission (ASIC):</p> <ul style="list-style-type: none"> <li>Attendance to ASIC company statements and review documentation on your behalf;</li> <li>Checking and comparison of your company information with ASIC registers;</li> <li>Preparation of annual company minutes as required by the Corporations Law;</li> <li>Attendance to minor changes in your company details as and when they arise;</li> <li>Provision of registered office address and maintenance of legislated ASIC opening hours;</li> <li>Assurance your company files are up to date and compliant with current Corporations Law and associated legislation;</li> <li>Acting as registered agent of the company.</li> </ul>	200.00
<b>200.00</b>	
<b>Please note that this invoice is now due.</b>	<b>GST: \$ 20.00</b>
<b>*Credit card payments attract a surcharge</b>	<b>Amount Due: \$ 220.00</b>

*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practitioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practitioner.*

<input type="checkbox"/> <b>(EFT) - Transfer to our account</b>	Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520	Ref: YOUNBC7 Invoice: 030343 20 December, 2021 <b>Amount Due: \$ 220.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type)	<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa	Card CCV
Card Number:	<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	
Cardholder .....	Signature .....	Expiry ...../.....
<small>Note that credit card payments attract a surcharge. Liability limited by a scheme approved under Professional Standards Legislation</small>		

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Simmons Livingstone & Associates

A.B.N. 45 163 871 958  
PO Box 806, Oxenford 4210 Queensland  
Tele 07 5561 8800 | Fax 07 5561 8700  
simmonslivingstone.com.au

Mr B Young  
B Young SMSF Pty Ltd  
PO Box 1254  
HERVEY BAY QLD 4655

**Tax Invoice**  
**030342**  
  
Ref: YOUNBC6  
20 December, 2021

Description	Amount
<p>Fee for Professional Service rendered in relation to the following:</p> <ul style="list-style-type: none"> <li>B Young SMSF Pty Ltd</li> </ul> <p>The following gives details of the work undertaken:</p> <p>Attending to secretarial matters of the company on your behalf throughout the year with the Australian Securities &amp; Investments Commission (ASIC):</p> <ul style="list-style-type: none"> <li>Attendance to ASIC company statements and review documentation on your behalf;</li> <li>Checking and comparison of your company information with ASIC registers;</li> <li>Preparation of annual company minutes as required by the Corporations Law;</li> <li>Attendance to minor changes in your company details as and when they arise;</li> <li>Provision of registered office address and maintenance of legislated ASIC opening hours;</li> <li>Assurance your company files are up to date and compliant with current Corporations Law and associated legislation;</li> <li>Acting as registered agent of the company.</li> </ul>	200.00
<b>200.00</b>	
<p><b>Please note that this invoice is now due.</b></p> <p><b>*Credit card payments attract a surcharge</b></p>	
<b>GST: \$</b>	<b>20.00</b>
<b>Amount Due: \$</b>	<b>220.00</b>

*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practitioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practitioner.*

<input type="checkbox"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520		Ref: YOUNBC6 Invoice: 030342 20 December, 2021 <b>Amount Due: \$ 220.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa		Card CCV
Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Cardholder ..... Signature .....		Expiry ...../.....
<small>Note that credit card payments attract a surcharge. Liability limited by a scheme approved under Professional Standards Legislation</small>		

Simmons Livingstone & Associates  
By: LEEZA COX  
20 February, 2023

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Report: Debtors Ledger Entries By Client  
Client Range: YOUNBC6  
Debtors Ledger Range: to 30/06/2022

Debtors Ledger Entries By Client

Page 1 of 1

Reference	Debtor Type	Invoice	Receipt	Debit (Ex Tax)	Tax	Credit (Ex Tax)	Tax	Balance
<b>YOUNBC6 -- B Young SMSF Pty Ltd</b>								<b>(4.51)</b>
20/12/2021	Invoice	030342		200.00	20.00			220.00
15/03/2022	Receipt Item	030342	027154			200.00	20.00	0.00
15/03/2022	Credit Note					4.10	0.41	(4.51)
				<hr/>	<hr/>	<hr/>	<hr/>	
				200.00	20.00	204.10	20.41	
<hr/>								
<b>Totals</b>				<b>200.00</b>	<b>20.00</b>	<b>204.10</b>	<b>20.41</b>	<b>(4.51)</b>
<b>Total (Inc Tax)</b>		<b>(4.51)</b>						
<b>Total (Ex Tax)</b>		<b>(4.10)</b>						

Simmons Livingstone & Associates  
 By: LEEZA COX  
 20 February, 2023

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Report: Debtors Ledger Entries By Client  
 Client Range: YOUNBC7  
 Debtors Ledger Range: to 30/06/2022

Debtors Ledger Entries By Client

Page 1 of 1

Reference	Debtor Type	Invoice	Receipt	Debit (Ex Tax)	Tax	Credit (Ex Tax)	Tax	Balance
<b>YOUNBC7 -- B Young Property Pty Ltd</b>								<b>(4.51)</b>
20/12/2021	Invoice	030343		200.00	20.00			220.00
15/03/2022	Receipt Item	030343	027153			200.00	20.00	0.00
15/03/2022	Credit Note					4.10	0.41	(4.51)
				200.00	20.00	204.10	20.41	
<b>Totals</b>				<b>200.00</b>	<b>20.00</b>	<b>204.10</b>	<b>20.41</b>	<b>(4.51)</b>
<b>Total (Inc Tax)</b>		<b>(4.51)</b>						
<b>Total (Ex Tax)</b>		<b>(4.10)</b>						

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# B Young Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Prepaid Expenses (66000)</b>					
<u>Prepaid Expenses (66000)</u>					
15/03/2022	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON TD		4.51	4-4	4.51 DR
15/03/2022	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON TD		4.51	4-5	9.02 DR
			<b>9.02</b>		<b>9.02 DR</b>

**Total Debits: 9.02**

**Total Credits: 0.00**

5.1

# B Young Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Administration Costs (30200)</b>					
<u>Administration Costs (30200)</u>					
15/03/2022	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON TD		2,500.00	5.3	2,500.00 DR
17/03/2022	Variation of custody trust - paid by Aus Wide Plumbing & Roofing		550.00	5.4	3,050.00 DR
			<b>3,050.00</b>		<b>3,050.00 DR</b>

**Total Debits: 3,050.00**

**Total Credits: 0.00**



The Trustees  
 B Young Super Fund  
 PO Box 1254  
 HERVEY BAY QLD 4655

**Tax Invoice**  
**030704**

Ref: YOUNBS1  
 7 February, 2022

Description	Amount
<p><b><u>Young Bare Trust</u></b></p> <ul style="list-style-type: none"> <li>• Meetings discussions and advice to you in relation to establishment of your Bare Trust for lending from a bank to purchase property;</li> <li>• Attending to the establishment of your Bare Trust including checking of all forms minutes trust deeds and other relevant trust documentation.</li> <li>• Provision of Bare Trust Deed including alterations to reflect the Bare Trust has a corporate trustee;</li> <li>• Declaration of Custody Trust</li> <li>• Compliance Letter;</li> <li>• Trustee Minutes;</li> </ul> <p><b><u>Company Registration - B Young Property Pty Ltd</u></b></p> <ul style="list-style-type: none"> <li>• Certificate of Registration of a company including ACN (Australian Company Number)</li> <li>• Provision of Company's Constitution including customisations to reflect that the company is the trustee of a superannuation fund;</li> <li>• Consent to act as Director;</li> <li>• Consent to act as Secretary;</li> <li>• Application for shares;</li> <li>• Minutes of a meeting of directors;</li> <li>• Share Certificates;</li> <li>• Consent to act as Public Officer;</li> <li>• Notice of appointment of Public Officer;</li> </ul>	<p>2,272.73</p>

Description	Amount

<p><b>Please note that this invoice is now due.</b></p>	<p>2,272.73  <b>GST: \$ 227.27</b>  <b>Amount Due: \$ 2,500.00</b></p>
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*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practioner.*

<input type="checkbox"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520	Ref: YOUNBS1 Invoice: 030704 7 February, 2022 <b>Amount Due: \$ 2,500.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Card CCV <input type="text"/> <input type="text"/> <input type="text"/>
Cardholder ..... Signature ..... Expiry ...../..... <small>Liability limited by a scheme approved under Professional Standards Legislation</small>	



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Simmons Livingstone & Associates

A.B.N. 45 163 871 958  
PO Box 806, Oxenford 4210 Queensland  
Tele 07 5561 8800 | Fax 07 5561 8700  
simmonslivingstone.com.au

The Trustees  
B Young Super Fund  
PO Box 1254  
HERVEY BAY QLD 4655

**Tax Invoice**  
**031236**  
  
Ref: YOUNBS1  
17 March, 2022

Description	Amount
Professional services rendered for the amendment to the Young Bare Trust including preparation of documents:-  • Variation of Custody Trust  Payment of disbursement to Cleardocs.	500.00
<b>Please note that this invoice is now due.</b>	
GST: \$ 50.00	
<b>Amount Due: \$ 550.00</b>	

*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practitioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practitioner.*

<input type="checkbox"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520	Ref: YOUNBS1 Invoice: 031236 17 March, 2022 <b>Amount Due: \$ 550.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa	Card CCV
Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Cardholder .....	Signature .....
Expiry ...../.....	
<small>Liability limited by a scheme approved under Professional Standards Legislation</small>	

6-1

B Young Super Fund

Formation Costs

\$2,500.00 establishment costs

SLA Invoice 06/12/2021

Year

2022	500.00	2,000.00
2023	500.00	1,500.00
2024	500.00	1,000.00
2025	500.00	500.00
2026	500.00	0.00

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Simmons Livingstone & Associates

A.B.N. 45 163 871 958  
PO Box 806, Oxenford 4210 Queensland  
Tele 07 5561 8800 | Fax 07 5561 8700  
simmonslivingstone.com.au

The Trustees  
B Young Super Fund  
PO Box 1254  
HERVEY BAY QLD 4655

**Tax Invoice**  
**029961**

Ref: YOUNBS1  
6 December, 2021

Description	Amount
<p><b><u>B Young Super Fund</u></b></p> <ul style="list-style-type: none"><li>• Meetings discussions and advice to you in relation to establishment of your Self Managed Superannuation Fund (SMSF).</li><li>• Attending to the establishment of your SMSF including checking of all forms minutes trust deeds and other relevant trust documentation.</li><li>• Provision of SMSF Trust Deed including alterations to reflect the SMSF has a corporate trustee;</li><li>• a Product Disclosure Statement summarising the features of the SMSF;</li><li>• Consents for the directors of the corporate Trustee;</li><li>• Minutes to set up the SMSF;</li><li>• Applications, beneficiary notices and TFN notices for the SMSF members;</li><li>• ATO trustee declaration form;</li></ul>	
<p><b><u>Corporate Trustee - B Young SMSF Pty Ltd</u></b></p> <ul style="list-style-type: none"><li>• Certificate of Registration of a company including ACN (Australian Company Number)</li><li>• Provision of Company's Constitution including customisations to reflect that the company is the trustee of a superannuation fund;</li><li>• Consent to act as Director;</li><li>• Consent to act as Secretary;</li><li>• Application for shares;</li><li>• Minutes of a meeting of directors;</li><li>• Share Certificates;</li><li>• Consent to act as Public Officer;</li><li>• Notice of appointment of Public Officer;</li></ul>	2,272.73

6-3

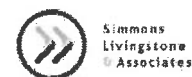
Description	Amount
<b>Please note that this invoice is now due.</b>	2,272.73 <b>GST: \$</b> 227.27 <b>Amount Due: \$</b> 2,500.00

*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practitioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practitioner.*

<input type="checkbox"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520	Ref: YOUNBS1 Invoice: 029961 6 December, 2021 <b>Amount Due: \$ 2,500.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Card CCV <input type="text"/> <input type="text"/> <input type="text"/>
Cardholder ..... Signature ..... Expiry ...../..... <small>Liability limited by a scheme approved under Professional Standards Legislation</small>	

1-1

# B Young Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Property Expenses - Interest on Loans (42010)</b>					
<i>8/10 Exeter Way, Caloundra West QLD, Australia (U8/10exe)</i>					
12/05/2022	Interest		1,463.53		1,463.53 DR
12/06/2022	Interest		1,567.25		3,030.78 DR
			<b>3,030.78</b>		<b>3,030.78 DR</b>

**Total Debits: 3,030.78**

**Total Credits: 0.00**



# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



B YOUNG SUPER FUND  
PO BOX 1254  
HERVEY BAY QLD 4655

1 Shelley Street  
Sydney, NSW 2000

account balance **\$0.00**  
as at 30 Jun 22

account name B YOUNG SMSF PTY LTD ATF B YOUNG  
SUPER FUND  
account no. 970000238

transaction	description	debits	credits	balance
02.12.21	OPENING BALANCE			0.00
10.02.22	Deposit BANK OF QLD BYOUNGSUPER		27,500.00	27,500.00
16.02.22	Deposit SPIN FSF0511AU ET220215SMS0110008		138,510.83	166,010.83
17.02.22	Deposit DEPOSITBYOUNGSMSF		26,250.00	192,260.83
17.02.22	Funds transfer TRANSACT TFR TO 940517204 B YOUNG SMSF P	26,250.00		166,010.83
18.02.22	Funds transfer TRANSACT FUNDS TFR TO SAVILLS PTY LTD TR	26,250.00		139,760.83
14.03.22	Deposit BANK OF QLD BYOUNGSUPER		15,000.00	154,760.83
15.03.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	224.51		154,536.32
15.03.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	224.51		154,311.81
15.03.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	5,074.83		149,236.98
17.03.22	Funds transfer TRANSACT FUNDS TFR TO BETTER CHOICE FEES	1,375.00		147,861.98
05.04.22	Deposit BANK OF QLD BYOUNGSUPER		7,138.02	155,000.00

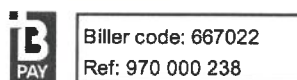
## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 970000238

deposits using BPay  
From another bank



continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name B YOUNG SMSF PTY LTD ATF B YOUNG  
SUPER FUND  
account no. 970000238

transaction	description	debits	credits	balance
11.04.22	Funds transfer TRANSACT FUNDS TFR TO BELL DIXON BUTLER	100,000.00		55,000.00
11.04.22	Funds transfer TRANSACT FUNDS TFR TO BELL DIXON BUTLER	5,987.14		49,012.86
13.04.22	Funds transfer TRANSACT FUNDS TFR TO BETTER CHOICE - SM	49,012.86		0.00
	CLOSING BALANCE AS AT 30 JUN 22	214,398.85	214,398.85	0.00

\* Stepped interest rates for the period 3 December to 16 June: balances \$0.00 to \$4,999.99 earned 0.00%  
balances \$5,000.00 and above earned 0.00% pa (196 days); 17 June to 30 June: balances \$0.00 to \$4,999.99  
earned 0.25% balances \$5,000.00 and above earned 0.25% pa (14 days)

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name B YOUNG SMSF PTY LTD ATF B YOUNG  
SUPER FUND  
account no. 970000238

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

### Authority descriptions

Enquiry authority - you authorise the third party to have access to information about your account.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.



## Macquarie Cash Management Account

enquiries 1800 806 310

account name B YOUNG SMSF PTY LTD ATF B YOUNG  
SUPER FUND  
account no. 970000238

### We offer several options that allow you to make payments and view transactions free of charge

- Electronic funds transfers up to \$5,000 a day using online banking.
- Increase your limit to \$100,000 using the Macquarie Authenticator App or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
- Make the switch to free online statements by updating your preference online.

### About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your product, available at [macquarie.com.au](http://macquarie.com.au) or by contacting us. If you have a complaint about our service, or to find out more about our dispute resolution procedures, please refer to [macquarie.com.au/feedback-and-complaints](http://macquarie.com.au/feedback-and-complaints).

### Protect your account

- Please check each entry on this statement. If you think there is an error or unauthorised transaction, please contact us right away.
- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

### Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

### Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit [help.macquarie.com](http://help.macquarie.com)

### Download the Macquarie Mobile Banking app

- The Macquarie Mobile Banking app makes managing your money simple and convenient.



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App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*



# Macquarie Cash Management Accelerator Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



B YOUNG SUPER FUND  
PO BOX 1254  
HERVEY BAY QLD 4655

1 Shelley Street  
Sydney, NSW 2000

account balance **\$0.00**  
as at 30 Jun 22

account name B YOUNG SMSF PTY LTD ATF B YOUNG  
SUPER FUND  
account no. 940517204

transaction	description	debits	credits	balance
20.01.22	OPENING BALANCE			0.00
17.02.22	Deposit DEPOSIT EXETER		26,250.00	26,250.00
17.02.22	Funds transfer TRANSACT TFR TO 970000238 B YOUNG SMSF P	26,250.00		0.00
	CLOSING BALANCE AS AT 30 JUN 22	26,250.00	26,250.00	0.00

\* Stepped interest rates for the period 21 January to 14 March: balances \$0.00 to \$9,999,999.99 earned 0.40%  
balances \$10,000,000.00 and above earned 0.20% pa (53 days); 15 March to 16 June: balances \$0.00 to  
\$9,999,999.99 earned 0.60% balances \$10,000,000.00 and above earned 0.40% pa (94 days); 17 June to 30  
June: balances \$0.00 to \$9,999,999.99 earned 1.00% balances \$10,000,000.00 and above earned 0.85% pa  
(14 days)

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 500  
ACCOUNT NO. 940517204

deposits using BPay  
From another bank



Bill code: 423475  
Ref: 940 517 204

continued on next



## Macquarie Cash Management Accelerator Account

enquiries 1800 806 310

account name B YOUNG SMSF PTY LTD ATF B YOUNG  
SUPER FUND  
account no. 940517204

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
SIMMONS LIVINGSTONE & ASSOCIATES	Limited funds transfer authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

### Authority descriptions

Limited funds transfer authority - you authorise the third party to:

- have access to information about your account.
- transfer funds interchangeably between your Macquarie Cash Management Account and your account.

Enquiry authority - you authorise the third party to have access to information about your account.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.



## Macquarie Cash Management Accelerator Account

enquiries 1800 806 310

account name B YOUNG SMSF PTY LTD ATF B YOUNG  
SUPER FUND  
account no. 940517204

### About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your product, available at [macquarie.com.au](http://macquarie.com.au) or by contacting us. If you have a complaint about our service, or to find out more about our dispute resolution procedures, please refer to [macquarie.com.au/feedback-and-complaints](http://macquarie.com.au/feedback-and-complaints).

### Protect your account

- Please check each entry on this statement. If you think there is an error or unauthorised transaction, please contact us right away.
- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

### Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

### Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit [help.macquarie.com](http://help.macquarie.com)

### Download the Macquarie Mobile Banking app

- The Macquarie Mobile Banking app makes managing your money simple and convenient.



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App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*



9-1

Company: B YOUNG SMSF PTY. LTD. ACN 655 804 578

**Company details**

Date company registered 03-12-2021  
 Company next review date 03-12-2022  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company Yes  
 Non profit company No

**Registered office**

UNIT 30 , 340 HOPE ISLAND ROAD , HOPE ISLAND QLD 4212

**Principal place of business**

UNIT 401 , 25 SHAFSTON AVENUE , KANGAROO POINT QLD 4169

**Officeholders**

YOUNG, BILLY DAVID

Born 17-03-1995 at CABOOLTURE QLD

UNIT 401 , 25 SHAFSTON AVENUE , KANGAROO POINT QLD 4169

Office(s) held: Director, appointed 03-12-2021  
 Secretary, appointed 03-12-2021

**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	2	2.00	0.00

**Members**

YOUNG , BILLY DAVID

UNIT 401 , 25 SHAFSTON AVENUE , KANGAROO POINT QLD 4169

Share class	Total number held	Fully paid	Beneficially held
ORD	2	Yes	Yes

**Document history**

These are the documents most recently received by ASIC from this organisation.

Received	Number	Form	Description	Status
22-12-2021	5EEZ88740	484	CHANGE TO COMPANY DETAILS	Processed and imaged
22-12-2021	5EEZ88741	484	CHANGE TO COMPANY DETAILS	Processed and imaged
03-12-2021	2ERX85343	201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged



Company: B YOUNG PROPERTY PTY LTD ACN 655 607 453

9-2

**Company details**

Date company registered 03-12-2021  
 Company next review date 03-12-2022  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company No  
 Non profit company No

**Registered office**

UNIT 30 , 340 HOPE ISLAND ROAD , HOPE ISLAND QLD 4212

**Principal place of business**

UNIT 401 , 25 SHAFSTON AVENUE , KANGAROO POINT QLD 4169

**Officeholders**

YOUNG, BILLY DAVID  
 Born 17-03-1995 at CABOOLTURE QLD  
 UNIT 401 , 25 SHAFSTON AVENUE , KANGAROO POINT QLD 4169  
 Office(s) held: Director, appointed 03-12-2021  
 Secretary, appointed 03-12-2021

**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	2	2.00	0.00

**Members**

Share class	Total number held	Fully paid	Beneficially held
ORD	2	Yes	Yes

UNIT 401 , 25 SHAFSTON AVENUE , KANGAROO POINT QLD 4169

**Document history**

These are the documents most recently received by ASIC from this organisation.

Received	Number	Form	Description	Status
22-12-2021	5EEZ88742	484	CHANGE TO COMPANY DETAILS	Processed and imaged
22-12-2021	5EEZ88743	484	CHANGE TO COMPANY DETAILS	Processed and imaged
03-12-2021	2ERX87359	201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

10-1

### SETTLEMENT STATEMENT

**Matter No:** 22005588  
**Settlement Date:** Tuesday, 12 April 2022  
**Re:** Purchase from John George Boulton and Julie Anne Boulton  
**Property:** Unit 8/10 Exeter Way, Caloundra West  
**Settlement Place:** PEXA  
**Settlement Time:** 2:30pm

#### CALCULATION:

<b>Less</b>	Contract Price		\$ 525,000.00	
	Deposit		\$ 26,250.00	F
			\$ 498,750.00	
<b>Less</b>	Vendor Mortgage Release Fee		\$ 197.00	
			\$ 498,553.00	
<b>Plus</b>	Rates adjustment		\$ 536.52	.A
			\$ 499,089.52	
<b>Less</b>	Admin fund levy		\$ 65.57	
			\$ 499,023.95	• ] 991-96 B
<b>Less</b>	Sinking fund levy		\$ 26.39	•
			\$ 498,997.56	
<b>Plus</b>	Stamp Duty	16,800.00		
	<u>Titles Office Fees:</u>			
	Registration	1,886.00		
	<u>Search Fees:</u>			
	Titles Office	110.95		
	Council	111.47		
	Water Meter Reading	198.95	- C	
	Land Tax	65.22		
	Certificate of Occupancy	109.90		
	Building Compliance	243.95		
	Body Corporate	558.90	- D	
	PEXA Fee	117.92		
	Professional Fees	3,300.00		
		<u>\$23,503.26</u>		
			\$ 23,503.26	
			\$ 522,387.53	
<b>Less</b>	Funds received to Trust		\$ 0.00	
			\$ 522,500.82	
<b>Less</b>	Advance from Better Choice Home Loans:		\$ 416,513.68	E
	<b>FUNDS REQUIRED FOR SETTLEMENT...</b>		<b><u>\$105,987.14</u></b>	

POSTED

## B Young Super Fund

	420,000.00	Loan funded
Borrowing costs	<u>416,513.68</u>	less settlement funds
	<u><u>3,486.32</u></u>	

\$3,486.32 Better Choice Loan

12/04/2022 date funded

## Year

2022	116.21	3,370.11
2023	697.26	2,672.85
2024	697.26	1,975.58
2025	697.26	1,278.32
2026	697.26	581.05
2027	581.05	0.00



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# B Young Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Property Expenses - Strata Levy Fees (42100)</b>					
<u>8/10 Exeter Way, Caloundra West QLD, Australia (U8/10exe)</u>					
12/04/2022	Settlement adjustments - BCorp		10-1B 65.57	65.57	65.57 CR
12/04/2022	Settlement adjustments - BCorp		10-1B 26.39	26.39	91.96 CR
12/04/2022	Settlement adjustments - BCorp	10-1D	558.90		466.94 DR
			<b>558.90</b>	<b>91.96</b>	<b>466.94 DR</b>

**Total Debits: 558.90**

**Total Credits: 91.96**

## Trust Account Statement

B Young Property Pty Ltd as trustee for Young Bare Trust  
Unit 401, 25 Shafston Avenue  
Kangaroo Point QLD 4169

As at: 06/05/2022  
Person Responsible: David Buckley

Matter: 22005588  
Client: Young Bare Trust  
Description: Purchase of 8/10 Exeter Way, Caloundra West

Institution: National Australia Bank  
Account: Bell Dixon Butler Law Practice Trust Account  
BSB: 084705  
Account Number: 132724027

\* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
11/04/2022 *12/04/2022	Receipt 10062	Received from: B Young Property Pty Ltd as trustee for Young Bare Trust Unit 401, 25 Shafston Avenue Kangaroo Point QLD 4169 Reason: Settlement funds	-	\$100,000.00	\$100,000.00
11/04/2022 *12/04/2022	Receipt 10063	Received from: B Young Property Pty Ltd as trustee for Young Bare Trust Unit 401, 25 Shafston Avenue Kangaroo Point QLD 4169 Reason: Settlement funds	-	\$5,987.14	\$105,987.14
12/04/2022	Payment 14135	Paid by Cheque to: Commissioner of State Revenue. Reason: Stamp Duty	\$16,800.00	-	\$89,187.14
12/04/2022 *13/04/2022	Receipt 10082	Received from: Gagens Lawyers (PEXA Settlement: PEXA227548377D09F) Reason: On account of stamp duty	-	\$16,800.00	\$105,987.14
12/04/2022 *13/04/2022	Payment PEXA227548377	Paid by EFT to: Acc Name: EC Settlement Clearing A/C BSB083095 Acc No: 946235492 Reason: Settlement	\$101,287.80	-	\$4,699.34
04/05/2022	Payment 14203	Paid by Cheque to: Bell Dixon Butler PO Box 5014 Torquay QLD 4655 Reason: Transfer to office in payment of invoice	\$4,699.34	-	-
			\$122,787.14	\$122,787.14	-




# Better Choice

Make a Better Choice

Mr Billy David Young  
401/25 Shafston Avenue  
Kangaroo Point, QLD, 4169, Australia

11-1

## Your Statement

Account Name/s:	B Young SMSF Pty Ltd IOR & ATF B Young Super Fund
BSB 012-666	Account Number 400107098
Product Name	Better Choice - SMSF Loan
Account Status	Active
Statement Period	12 Apr 2022 to 12 Jul 2022
Current Interest Rate	5.54 % p.a.
Enquiries 	1300 334 336

## Your Loan Account Summary

Opening Balance	-	Total Debits	+	Total Credits	=	Closing Balance
\$0.00		\$427,472.90		\$62,516.04		\$364,956.86 DR
		Loan Account Limit				\$418,963.23
		Available redraw				\$51,805.31
		Interest charged this statement period				\$3,030.78
		Offset benefit for this statement period				\$0.00
		Interest charged this financial year				\$0.00
		Offset benefit for this financial year				\$0.00

## Your Repayment Details

Minimum Repayment Amount	Repayment Frequency	Repayment Due Date
\$2,201.06	Monthly	12 of every month



**Your Statement:** Please check the entries on this statement and report any errors immediately. All entries are subject to verification. Credit entries may be subject to clearance. Any adjustments or transactions not yet processed will appear on the next statement.



**Making Repayments:** Automatically make repayments each week, fortnight, or month by setting up a direct debit from your external account. Unlimited additional repayments on our Variable Home Loans, making it easier than ever to pay off your home loan faster.



**Internet Access:** Better Choice Home Loans provides our customers with a real-time online platform to help you access all your information. View your transactions and balances easily in a single place. Visit [www.betterchoice.com.au](http://www.betterchoice.com.au)

## Your Transaction Summary

Date	Transaction Details	Debits	Credits	Balance
12 Apr 2022	Balance brought forward			\$0.00
12 Apr 2022	Loan Settlement Funds	\$420,000.00		\$420,000.00 DR

Better Choice Home Loans Pty Limited  
ACN 095 728 868 Australian Credit Licence Number 378333  
Address: CAVILL AVENUE SURFERS PARADISE QLD 4217 Telephone: 1300 334 336 Email: [info@betterchoice.com.au](mailto:info@betterchoice.com.au)

Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services  
ACN 119 531 252, Australian Credit Licence Number 337303

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## Your Transaction Summary

Date	Transaction Details	Debits	Credits	Balance
14 Apr 2022	Direct Credit Payment Effective Date: 13/04/2022 BETTER CHOICE - SMSF LOAN - OFFSET LOAN ACC - B YOUNG SUPER FU		\$49,012.86	\$370,987.14 DR
21 Apr 2022	Direct Credit Payment Effective Date: 20/04/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00 <i>rent</i>	\$370,412.14 DR
28 Apr 2022	Direct Credit Payment Effective Date: 27/04/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$369,837.14 DR
05 May 2022	Direct Credit Payment Effective Date: 04/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$369,262.14 DR
12 May 2022	Direct Credit Payment Effective Date: 11/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$368,687.14 DR
12 May 2022	Direct Debit Direct Debit Payment. Receipt # 86714702544		\$2,201.06	\$366,486.08 DR
12 May 2022	Interest	\$1,463.53		\$367,949.61 DR
16 May 2022	Dishonour Effective Date: 12/05/2022 REFER TO CUSTOMER	\$2,201.06		\$370,150.67 DR
16 May 2022	Fee for Dishonour Effective Date: 12/05/2022	\$20.00		\$370,170.67 DR
09 May 2022	Interest rate adjusted from 4.790% to 5.040% effective from 17/05/2022			\$370,170.67 DR
19 May 2022	Direct Credit Payment Effective Date: 18/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$369,595.67 DR
26 May 2022	Direct Credit Payment Effective Date: 25/05/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$369,020.67 DR
02 Jun 2022	Direct Credit Payment Effective Date: 01/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$368,445.67 DR
09 Jun 2022	Direct Credit Payment Effective Date: 08/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$367,870.67 DR
12 Jun 2022	Interest	\$1,567.25		\$369,437.92 DR
14 Jun 2022	Direct Debit Direct Debit Payment. Receipt # 86714702544		\$2,201.06	\$367,236.86 DR

**Better Choice Home Loans Pty Limited**  
 ACN 095 728 868 Australian Credit Licence Number 378333  
 Address: CAVILL AVENUE SURFERS PARADISE QLD 4217 Telephone: 1300 334 336 Email: info@betterchoice.com.au

Program Manager: **Columbus Capital Pty Limited trading as Origin Mortgage Management Services**  
 ACN 119 531 252, Australian Credit Licence Number 337303

11-3

**Your Transaction Summary**

Date	Transaction Details	Debits	Credits	Balance
16 Jun 2022	Dishonour Effective Date: 14/06/2022 REFER TO CUSTOMER	\$2,201.06		\$369,437.92 DR
16 Jun 2022	Fee for Dishonour Effective Date: 14/06/2022	\$20.00		\$369,457.92 DR
16 Jun 2022	Direct Credit Payment Effective Date: 15/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$368,882.92 DR
09 Jun 2022	Interest rate adjusted from 5.040% to 5.540% effective from 17/06/2022			\$368,882.92 DR
23 Jun 2022	Direct Credit Payment Effective Date: 22/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$368,307.92 DR
30 Jun 2022	Direct Credit Payment Effective Date: 29/06/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$367,732.92 DR
07 Jul 2022	Direct Credit Payment Effective Date: 06/07/2022 SMSF LOAN BYOUNG - EXETER ST LEASE - BANK OF QLD		\$575.00	\$367,157.92 DR
12 Jul 2022	Direct Debit Direct Debit Payment. Receipt # 86714702544		\$2,201.06	\$364,956.86 DR
<b>TOTALS AT END OF PERIOD</b>		<b>\$427,472.90</b>	<b>\$62,516.04</b>	<b>\$364,956.86 DR</b>

**Overdue Payment Summary**

Total Amount Payable including Arrears	Payment Due Date
<b>\$2,201.06</b>	<b>12 Jul 2022</b>
Scheduled Payment Amount	\$2,201.06
Arrears Amount Due	\$0.00
<b>The Arrears Amount is due and payable immediately.</b>	
Total	\$2,201.06

**Better Choice Home Loans Pty Limited**  
 ACN 095 728 868 Australian Credit Licence Number 378333  
 Address: CAVILL AVENUE SURFERS PARADISE QLD 4217 Telephone: 1300 334 336 Email: info@betterchoice.com.au

Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services  
 ACN 119 531 252, Australian Credit Licence Number 337303



25 March 2022

B Young SMSF Pty Ltd ATF  
B Young Super Fund  
Unit 401, 25 Shaftston Avenue  
Kangaroo Point QLD 4169

Dear Billy,

**Congratulations on your Formal Approval.**

Thank you for choosing Better Choice Home Loans. We are pleased to provide you with an unconditional formal approval.

We will shortly be issuing loan contracts based on your loan details as follows:

<b>Borrower:</b>	B Young SMSF Pty Ltd ATF B Young Super Fund
<b>Mortgagor:</b>	B Young Property Pty Ltd ATF Young Bare Trust
<b>Guarantor:</b>	B Young Property Pty Ltd ATF Young Bare Trust Billy David Young
<b>Loan Purpose:</b>	Commercial Purchase
<b>Security Property:</b>	Unit 8, 10 Exeter Way Caloundra West QLD 4551

**Facility 1 - Options Commercial Basic SMSF Loan**

Type:	Variable Rate Principal & Interest
Base Loan Amount:	\$420,000.00
Indicative Interest Rate:	4.79%
Term:	30 years
Indicative Repayments:	\$2,201.06

Lenders Risk Fee: \$2,100.00 To be paid at Settlement

Total Loan Amount: \$420,000.00

**Fees**

Application Fee:	\$0.00
Valuation Fee:	\$1,375.00 Already Paid
Settlement Fee:	\$0.00

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**Better Choice**  
*Make a Better Choice*

Solicitors Fee: At Cost

**Outstanding Conditions**

The following conditions are required prior to loan settlement:

- Additional FTC required. CMCA statements with balance of not less than \$155,000
- Certified copy of Bare Trust Deed of Amendment.
- Origin recommends the guarantor/s obtain legal advice from an independent solicitor or legal professional in relation to the mortgage and guarantee. The guarantor/s may elect to waive legal advice on this advice

Offer Expiry: This Formal Approval is valid for 90 days and may be withdrawn at any time if anything occurs which, in the opinion of the mortgage manager, its funders and/or its insurers, adversely affects the loan proposal as they understand it.

Interest rates and fees quoted are indicative and subject to change. Lenders legal, valuation and government fees apply; please ask for a complete fee quote from your broker. Better Choice and our funding partners will not be held responsible financially or otherwise for any delayed finance approval or settlement.

Please refer to our website [www.betterchoice.com.au](http://www.betterchoice.com.au) for facts & frequently asked questions relating to Lenders Mortgage Insurance if applicable.

Mortgage documents will be forwarded within three (3) business days from issue of this approval.

If you have any further queries, please do not hesitate to contact our office on 1300 334 336.

Yours sincerely,

*Kinsey Jackson*

Kinsey Jackson  
Commercial Credit Analyst

Sensitivity: Confidential Criticality: Critical

The information included in this communication is intended only for the use of the individual(s) and entity(ies) to whom it is addressed

Australian Credit Licence 378333  
ABN: 79 095 728 868



**Better Choice**  
*Make a Better Choice*

## Credit Guide

### **Better Choice Home Loans Pty Limited**

Australian Credit Licence No: 378333

ACN 095 728 868

#### **About this Guide**

This credit guide has information about us and:

- Our responsible lending obligations;
- Our approved lenders
- What you can do if you have a complaint; and
- How to contact us

#### **About Us**

Better Choice Home Loans Pty Ltd (Better Choice) is licensed under the National Consumer Credit Protection Act (Cth) (National Credit Act). Our licence authorises us to arrange and manage loans and leases. The difference between Better Choice and a mortgage broker is that we are a mortgage manager. A list of the lenders for whom we currently manage loans pursuant to a written agreement is set out later in this Credit Guide. A Mortgage Manager provides all the services you expect from a lender, as an example we approve the loans, settle the loans and provide all the customer service for the life of the loan. The lender provides the loan funds and the loan management IT systems. We act for the lenders and do not act for you.

You have the best of both worlds; personal service and bank backed secure funding.

#### **Credit Assistance**

There are a number of important obligations that Better Choice has in relation to providing credit assistance to you.

1. Under the National Credit Act we are obliged to make a preliminary assessment to ensure that any loan or principal increase to a loan we assist you in applying for and any lease you apply for is not unsuitable for you. To decide this, we will need to ask you some questions in order to assess that the loan or lease is not unsuitable. The National Credit Act requires us to:
  - i. understand your requirements and objectives in relation to the credit contract;
  - ii. understand your financial situation; and
  - iii. verify your financial information.
2. Credit will unsuitable if, at the time we make our assessment, we form the view it is likely that at the time the credit is provided:
  - i. you will not be able to pay or could only pay with substantial hardship; or
  - ii. the credit will not meet your requirements or objectives.

It is important that you tell us all relevant information regarding your current and known future circumstances so that we can make an appropriate assessment of your ability to repay your loan without hardship. There may be serious consequences if you withhold information or provide incorrect information.

Australian Credit Licence 378333  
 ABN: 79 095 728 868





**Better Choice**  
*Make a Better Choice*

If your loan is to purchase or refinance real estate, remember you must make your own enquiries about the value of the real estate and its potential for future growth. Although we may obtain a valuation, that is for our own use and you should not rely on it.

#### **Your right to receive a copy of the Credit Assessment**

You can ask for a written copy of our preliminary credit assessment, which will include a summary of the inquiries we made and the factual information we relied on.

You can ask for this assessment up to 7 years after the time we assist you. We will provide you with our assessment within 7 business days if you ask for a copy within 2 years from the date we assist you. Otherwise, we will provide the assessment within 21 business days.

You have rights to collect, access, and use personal and credit information about you. Please refer to our privacy policy which is available at [www.betterchoice.com.au](http://www.betterchoice.com.au)

#### **Our top six most commonly used Lenders**

- Adelaide Bank a Division of Bendigo and Adelaide Bank Limited
- BNK Banking Corporation Limited trading as Goldfields Money
- Origin on behalf of Columbus Capital Pty Ltd
- Pepper Group Pty Ltd (and its affiliates)
- Redzed Lending Solutions
- RESIMAC Limited

#### **Ownership**

Better Choice is ultimately owned by BNK Banking Corporation Limited ACN 087 651 849 trading as Goldfields Money, Australian Credit Licence number 246884. If we arrange a loan funded by BNK Banking Corporation Limited ACN 087 651 849 trading as Goldfields Money, we will specifically disclose this ownership relationship to you again to ensure you understand our relationship with them.

#### **Commissions payable by us**

We source referrals from a broad range of resources. For example, we may source referrals from finance brokers, real estate agents, accountants, financial planners, lawyers and call centre companies.

We generally pay our referral sources fees and/or commission for the referral business.

You may obtain from us an estimate of the amount of fees and commissions payable and how it is worked out by contacting us.

#### **Other fees & charges**

You may have to pay other fees and charges (such as application fees, settlement fees and other applicable fees) to the lender or other parties. You should review the particular loan contract documentation for further details of any such fees and charges.

Better Choice does not receive bonus commissions or volume bonus payments from lenders that provide finance.

Australian Credit Licence 378333  
 ABN: 79 095 728 868



**Dispute Resolution Procedures**

We hope you are delighted with our service, but if you have a complaint Better Choice has an internal dispute resolution procedure. We are also a member of an independent external dispute resolution scheme, the Australian Financial Complaints Authority.

**Internal Dispute Resolution**

If you have a complaint you should contact your mortgage broker first. If your broker is unable to settle your complaint, you should contact Better Choice's complaints officer who will endeavour to resolve your complaint promptly.

We aim to resolve the majority of complaints within five business days. If we believe it may take longer than this to resolve your complaint or to investigate the matter thoroughly, we will keep you informed of progress.

Complaints can be made in writing (letter or email) or verbally (telephone or personal representation) and will be referred to our complaints officer for response.

Our complaints officer is: Paul Lowrey

**Our Contact Details**

Business Address:	Level 5, 50 Cavill Avenue, Surfers Paradise QLD 4217		
Postal Address:	PO Box 845, Surfers Paradise QLD 4217		
Email:	complaints@betterchoice.com.au		
Business Phone:	1300 334 336	Business Fax:	1300 434 336

**External Dispute Resolution**

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

**Australian Financial Complaints Authority**

Phone Complaints: 1800 931 678  
Postal Complaints:  
Australian Financial Complaints Authority  
GPO Box, 3 Melbourne VIC 3001

**Our Contact Details**

Business Address:	Level 5, 50 Cavill Avenue, Surfers Paradise QLD 4217		
Postal Address:	PO Box 845, Surfers Paradise QLD 4217		
Business Phone:	1300 334 336	Business Fax:	1300 434 336

**Questions?**

If you have any questions about this credit guide or about the services we offer, just ask us, we're here to help you.

B Young SMSF Pty. Ltd. ACN 655 804 578 both in its own right and in its capacity as trustee for B Young Super Fund  
Unit 401/25 Shafston Avenue  
KANGAROO POINT QLD 4169

30 March 2022

Congratulations your new loan is now approved

Your loan has now been approved and is ready for your consideration and acceptance. You must carefully consider these documents before you enter into your loan agreement.

**THE INDIVIDUAL GUARANTORS ARE REQUIRED TO OBTAIN LEGAL ADVICE PRIOR TO SIGNING THESE DOCUMENTS. PLEASE MAKE SURE THAT A SOLICITOR IS ENGAGED TO PROVIDE LEGAL ADVICE TO YOU PRIOR TO SIGNING THE DOCUMENTS.**

You must ensure that you follow our instructions carefully. If you have any questions regarding the loan documentation please contact us.

#### Documents

Attached are your loan documents. You will need to sign certain documents electronically and also print, sign and return others to us. Due to current legal requirements, you might have to physically scan certain documents physically with an original "wet ink" signature and return them to us. These documents (if any) are outlined in your checklist.

#### Special conditions

If your loan has any special conditions, they are set out in your Loan Offer. These special conditions must be satisfied prior to or at settlement.

#### How much will be available from the loan?

The following is an estimate. The precise amount will be calculated just before settlement.

<b>Loan</b>		\$420,000.00
<b>Less</b>		
Lender's Protection Fee	\$2,100.00	
PEXA Settlement fee	\$59.07	
Annual facility fee	\$395.00	
<b>Registration (State Government fees):</b>	\$2,071.00	
Memorandum of Transfer	\$1,677.00	
Release Mortgage	\$197.00	
Mortgage	\$197.00	
<b>Our Fees &amp; Outlays comprising:</b>	\$932.25	
Professional fees	\$700.00	
Other fees	\$85.00	
<b>Search fees</b>		
Company Search	\$35.80	
Title Search	\$26.70	
GST	\$84.75	
		\$5,557.32
<b>Balance available at settlement</b>		<b>\$414,442.68</b>

#### PEXA (Property Exchange Australia)

PEXA is an electronic settlement and payment system. PEXA is currently an alternative to paper based settlements which includes drawing bank cheques. Paper based settlements with bank cheques will eventually be phased out, but while that happens paper based settlements and bank cheques will continue, all new settlements though where possible will be completed in PEXA, the standard fee for transacting in PEXA is \$59.07, this can change depending on the number of titles attached to your Property.

Need help?

If you need help, we are here to help for enquiries regarding the loan documentation and settlement process.

#### Contact Gadens Lawyers

Gadens Lawyers Reference: DYS:CDG:202206552

Delfina Sutjiadi

Delfina.Sutjiadi@gadens.com

Available assistance Monday to Friday during business hours

#### Postal Address

Gadens Lawyers  
GPO Box 129  
BRISBANE QLD 4001

## Your settlement checklist – What should I do now?

**We will not be able to settle your loan until all of these requirements have been completed.**

Your checklist has 4 sections, please ensure that you read each one carefully as settlement will be delayed until all requirements have been completed.

1. **Section 1: Documents that must be signed electronically**
2. **Section 2: Documents to be printed and signed in ink ("wet sign") and return to us**
3. **Section 3: Documents and information you need to provide to us before settlement**
4. **Section 4: Your lawyer/conveyancer's contact information**

### Section 1: Documents to be signed electronically

Document	Instructions	Completed
<p><b>Loan Agreement - 400107098</b></p> <p>This is a legal contract between you and Perpetual Corporate Trust Limited.</p> <p>You cannot change anything in the Loan Agreement. If you see something that is incorrect or you disagree with, contact us.</p> <p>Make sure your details in the Loan Agreement are the same as your details on the Title Deed or Transfer, any inconsistencies will delay settlement. If you find any mistakes, please contact us immediately.</p>	<p>Each borrower must electronically sign and date the Loan Agreement where indicated.</p>	<input checked="" type="checkbox"/>
<p><b>Mortgage</b></p> <p>You mortgage your property by signing this document.</p>	<p>Unit 8/10 Exeter Way, Caloundra West, Queensland 4551</p> <p>Each borrower must electronically sign and date the Mortgage where indicated.</p>	<input checked="" type="checkbox"/>
<p><b>Authority and Direction</b></p> <p>This tells us and Perpetual Corporate Trust Limited how to pay the loan money, any contributions by you and how to pay any surplus funds.</p>	<p>Complete surplus funds election (if applicable) and sign electronically where indicated.</p>	<input checked="" type="checkbox"/>
<p><b>Direct Debit Request</b></p> <p>This form is used to tell Perpetual Corporate Trust Limited how you wish to operate your loan account(s) and how you wish to make repayments via direct debit</p>	<p>This form provides information to operate your accounts. Please complete and electronically sign where indicated.</p>	<input checked="" type="checkbox"/>
<p><b>Mortgage Side Agreement</b></p>	<p>Please electronically sign where indicated.</p>	<input checked="" type="checkbox"/>
<p><b>Guarantee by Property Trustee</b></p> <p>The Guarantor guarantees repayment of the loan by the Borrower.</p>	<p>Please electronically sign where indicated.</p>	<input checked="" type="checkbox"/>
<p><b>Guarantee by Members</b></p> <p>The Guarantor guarantees repayment of the loan by the Borrower.</p>	<p>Please electronically sign where indicated.</p>	<input checked="" type="checkbox"/>
<p><b>Guarantor's Indemnity Waiver</b></p>	<p>Please electronically sign where indicated.</p>	<input checked="" type="checkbox"/>

**Notice of Instruction**

Please electronically sign where indicated.



**Warranty**

Unit 8/10 Exeter Way, Caloundra West,  
Queensland 4551

Please read and answer the questions and sign  
electronically where indicated.



**SMSF LOAN AGREEMENT**

<b>Lender</b>	Perpetual Corporate Trust Limited ACN 000 341 533
<b>Program Manager</b>	Origin Mortgage Management Services, a trading name of Columbus Capital Pty Limited ACN 119 531 252 (Australian Credit Licence 337303)
<b>Mortgage Manager</b>	Better Choice Home Loans Pty Ltd ABN 79 095 728 868 trading as Better Choice Home Loans (ACL 378333)
<b>Borrower ('you')</b>	B Young SMSF Pty. Ltd. ACN 655 804 578 both in its own right and in its capacity as trustee for B Young Super Fund of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169

The Program Manager has arranged for the Lender to make the loan which will be managed by the Mortgage Manager and the Program Manager. Normally, you deal with the Program Manager and the Mortgage Manager. The Lender, Program Manager and Mortgage Manager are together and separately referred to as 'we/us/our'.

This document does not contain all the precontractual information required by law to be given to you. This document must be read together with the Origin Mortgage Management Program General Terms and Conditions Volume 2 Version 7 dated August 2021 (T&Cs). This document and the T&Cs together comprise your loan agreement. You must comply with all of the terms specified in the T&Cs. If there is any conflict between the T&Cs and this document, the terms of this document prevail. If there is any conflict between any provisions of any security or guarantee and this document and the T&Cs, the terms of this document and the T&Cs prevail.

Words in *italics* have a special meaning and are defined in this document or in the T&Cs.

**Financial Table**

The following information is prepared as at 24 March 2022 (the *disclosure date*). This information may change before or after the *loan date*. The *loan date* is the date we first advance money to you.

<b>How much you are borrowing</b>	<b>\$420,000.00</b>
Made up of:	
• <b>Variable rate account No 1 - 400107098</b>	\$420,000.00
<b>Total amount of credit</b>	<b>\$420,000.00</b>
<b>Annual percentage rate(s)</b>	
Interest rates (including fixed rates) may change prior to the <i>loan date</i> . Interest rates other than fixed rates can vary after the <i>loan date</i> .	
• <b>Variable rate account No 1:</b>	
Your variable interest rate at the <i>disclosure date</i> is:	4.79% per annum
<b>Repayments</b>	
<b>When your repayments are due</b>	
You must make repayments monthly on the same day each month as the <i>loan date</i> . You may make repayments more frequently if you wish – please refer to the T&Cs.	

<p><b>When your first repayment is due</b></p> <p>Your first repayment is due one month from the <i>loan date</i>.</p> <p><b>Number of repayments</b></p> <p>Assuming you make all repayments monthly on the due date, the number of repayments you must make will be:</p> <p><b>Amount of each repayment</b></p> <p>Based on the current interest rates, your monthly repayments will be as described below. If a variable interest rate changes, your repayment amounts may change. Any fees or charges are payable in addition to the repayment amounts set out below. At the end of your loan term, in addition to your regular repayment, you must pay the balance, if any, of the <i>amount you owe us</i>.</p> <ul style="list-style-type: none"> <li>• <b>Variable rate account No 1</b> Your repayments based on the applicable variable rate at the <i>disclosure date</i> will be:</li> </ul>	<p>360</p> <p>\$2,201.06 comprising principal and interest</p>
<b>Credit fees and charges</b>	
<p><b>Credit fees and charges payable on or before settlement of your loan</b></p> <p>Unless otherwise stated all fees are non-refundable. These fees may be payable even if the loan does not proceed for any reason.</p> <p>Valuation Fee</p> <p>Documentation preparation costs and registration fees</p> <p>Lender's Annual Facility Fee – payable on the <i>loan date</i> annually in advance.</p> <p>Lender's Protection Fee</p> <p>Settlement Cancellation Fee – payable if settlement is cancelled for any reason when we are first notified of the cancellation. Not payable on settlement postponement.</p> <p><b>Total of fees and charges payable on or before the <i>loan date</i> (excluding unascertainable amounts)</b></p> <p><b>Credit fees and charges payable after settlement of your loan</b></p> <p>Lender's Annual Facility Fee – payable annually in advance on each anniversary of the <i>loan date</i>.</p> <p><b>Total fees and charges payable assuming the loan runs for the entire loan term (excluding any unascertainable amounts or amounts which may or may not become payable)</b></p>	<p>\$1,375.00</p> <p>Not known at the <i>disclosure date</i> – charged at cost</p> <p>\$395.00</p> <p>\$2,100.00</p> <p>\$300.00</p> <p><b>\$3,870.00</b></p> <p>\$395.00 per annum</p> <p><b>\$16,825.00</b></p>

**Credit fees and charges payable throughout the term of your loan**

The following fees and charges are payable by you if and when the service is provided, the expense is incurred, or the relevant event occurs, unless otherwise specified. We can debit your loan account with effect from the date we incur these fees, and either require you to pay the fee or charge immediately, or collect it with your regular repayments, or require it to be repaid by one or more repayments. Unless otherwise stated, all fees and charges are non-refundable.

Loan Account Variation Fee – payable each time you request, and we agree, to split, switch, or convert a loan account or sub-account. This fee may be payable in addition to any Fixed Rate Lock Fee. \$150.00 per account variation

Loan Facility Variation Fee – payable each time you request, and we agree, to materially change the loan facility, for example a security substitution, or similar. \$300.00 per facility variation plus *third party costs*

*Third party costs* are fees incurred by us in providing the service and include such costs as valuation fees, mortgage insurance premium, lenders risk and processing fee, legal costs, document custodian charges, Mortgage Manager's fees, titles office fees, and electronic processing fees. Unascertainable

Monthly Arrears Administration Fee – payable on the day after your loan account has been in arrears for 10 days, and on the same day each subsequent month for as long as your loan account remains in arrears for 10 days or more. The fee covers costs associated with managing your loan account through the arrears process. \$150.00 per month

Fixed Rate Lock Fee – payable before a product switch if you request a product switch and we agree to give you a certain advertised interest rate on a fixed rate loan account or sub-account for up to 30 days from the date of the product switch request. \$495.00 per rate lock-in

Break costs – payable if: Unascertainable

- the whole or part of your fixed rate loan is repaid during a fixed rate period; or
- the whole or part of your fixed rate loan is varied by agreement during a fixed rate period (for example, to another type of annual percentage rate or for another fixed rate term).

Break costs are payable on the date on which either of the above occurs. However, break costs will not be payable if the total amount repaid ahead of the scheduled repayments in any 12 month period does not exceed \$20,000 unless your fixed rate loan is then repaid in full within the same 12 month period.

Break costs are payable on fixed rate loans even if repayment is required by us after an *event of default* occurs.

Break costs are further explained in the T&Cs.

**NOTE: Break costs can be significant. Ask us for an estimate of break costs before you repay a fixed rate loan early.**

Dishonour Fee – payable to cover our administrative costs when there is a dishonoured payment. \$20.00 per dishonour, plus *third party costs*

Notice of Default Fee – payable each time your loan account is in default and we are required to calculate the total amount owing to correct the default, prepare a default letter, and issue the letter to you. \$330.00 per default if the there is one borrower, or \$660.00 per default if there are two or more borrowers



Discharge Administration Fee – payable for each discharge we are required to make in relation to your loan.	\$1,500.00 per mortgage discharged plus <i>third party costs</i>
Ad Hoc Statement Fee – payable per statement cycle that you request us to generate and reproduce for you. A statement cycle is statements for a six monthly period from January to June or from July to December. For example, if you request two years' worth of statements beginning in April, you will be charged this fee five times.	\$15.00 per statement cycle
Paper Statement Fee – payable each time we issue you with a paper version of your statements (whether upon your specific request for a statement, or the regular statement issuance where you have not elected to receive a statement electronically).	\$2.00
Insurance Renewal Administration Fee – payable in the event that you do not provide evidence of a current building insurance policy and we are required to renew or take out building insurance on your behalf as a result.	\$200.00 per renewal, plus our out-of-pocket expenses, including the insurance premium, which is unascertainable
If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply.	Unascertainable
Enforcement expenses – may be payable if you default under this loan agreement or any <i>security</i> .	Unascertainable
<p><b>We can change any of the financial information described above without your consent, including the fees and charges and how they are calculated, the amount of repayments, the dates for debiting interest and the dates for making repayments, and interest rates (except during a fixed rate period). We may introduce new fees and charges without your consent. We may decrease your credit limit on a line of credit account. We will inform you of any changes either in writing or by advertisement in a newspaper circulating throughout your jurisdiction. In making any changes, we will act reasonably.</b></p>	

#### OTHER INFORMATION

<b>Security</b>	<p>You acknowledge that the following security extends to and secures any money due under this loan agreement.</p> <p>First registered mortgage by B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust over the property located at Unit 8/10 Exeter Way, Caloundra West, Queensland 4551</p> <p>Guarantee by B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust limited to the property situated at Unit 8/10 Exeter Way, Caloundra West, Queensland 4551.</p> <p>Guarantee by Billy David Young and limited to \$420,000.00 plus interest and costs; and</p> <p>Mortgage Side Agreement.</p>
<b>Loan term</b>	30 years commencing on the <i>loan date</i> .
<b>Loan purpose</b>	You have told us that the loan will be used for the Purchase of an investment property.
<b>How your loan will be paid on settlement</b>	The loan will be paid: to the Lender for payment of the Annual Facility Fee: \$395.00

	<p>to the Lender's Solicitors for legal costs and outlays: unascertainable to the Lender for payment of the Lender's Protection Fee: \$2,100.00 balance: unascertainable at the <i>disclosure date</i>.</p>
<p><b>Commissions paid or received in relation to your loan</b></p>	<p>The Lender may pay an introduction fee and a fee for ongoing management to the Mortgage Manager and Program Manager, the amount of which is unascertainable at the <i>disclosure date</i>. The Lender and other persons may pay or receive other commissions, fees or benefits in connection with your loan, the details of which are not known at the <i>disclosure date</i>. The Program Manager may pay the above commissions, fees or benefits instead of the Lender. These commissions, fees or benefits are not additional amounts payable by you. These details are provided for your information only.</p>
<p><b>Default interest rates</b></p>	<p>The default rate of interest at any time equals the interest rate applicable to the relevant loan account plus 2% per annum. If the interest rate applicable to the loan account changes, the default rate will also change.</p> <p>The default interest rate(s) as at the <i>disclosure date</i> are:</p> <p>Variable rate account No 1: 6.79% per annum</p>
<p><b>About interest rates</b></p>	<p>We obtain funding for our loans from a variety of sources. As a result, interest rates may differ from time to time between our different loans. Accordingly, you may see us advertising a different rate to the rate applicable to your loan.</p>
<p><b>Change in the value of the mortgaged property</b></p>	<p>If the value of the <i>mortgaged property</i> at any time falls below the value when the loan is first approved, and that reduction in value is due to any material changes to the <i>mortgaged property</i> undertaken by you (for example, any construction or renovations), you must within 90 days of our request:</p> <ul style="list-style-type: none"> <li>(a) repay a portion of the <i>amount you owe us</i>;</li> <li>(b) provide us with additional security which is acceptable to us;</li> <li>(c) pay for any lenders mortgage insurance which we take out; or</li> <li>(d) perform a combination of any of the above.</li> </ul> <p>We can require you to comply with this provision more than once during the term of the loan. We may also refuse to approve any redraw request submitted by you.</p> <p><b>NOTE: If the <i>mortgaged property</i> reduces in value as a result of any action taken by you, we may require you to repay part of the loan, provide additional security and/or pay for any lenders mortgage insurance which we take out.</b></p>

**Special conditions**

This loan agreement is subject to the following special conditions being met on or prior to the *loan date*:

1. Prior to Settlement, the Lender to be provided the Superfund Cash Management Account statements with a balance of not less than \$155,000.00 as evidence of additional Funds to Complete is required.
2. Prior to Settlement, the Lender to be provided a Certified copy of the Deed Variation to the Bare Trust Deed.
3. This loan advance is subject to and conditional upon receiving a fully executed and dated Contract of Sale reflecting the correct purchasing entity and the correct security property address. The Contract of Sale must be satisfactory to the Lender, in its absolute discretion, with regard to the limited recourse borrowing arrangement structure.
4. This loan advance is conditional on the release of any and all charges over both company and/or personal property as advised by the Lender's solicitor from time to time.
5. The Lender or their solicitor must review and be satisfied, in their absolute discretion, of the SMSF and Custodian/Bare Trust and the limited recourse borrowing arrangement structure.
6. The Lender will not be responsible for any delays in settlement.
7. You must comply with all requests from the Lender or their solicitor. All requirements of the Lender or their solicitor must be supplied to the Lender or their solicitor upon request. The Lender at all times may refuse to settle if their requirements have not been met.
8. The Guarantors must seek independent legal advice in relation to the Guarantee and Mortgage. A certificate is to be provided by a solicitor prior to settlement confirming that this advice has been given.

**Self-Managed Super Fund Special Conditions**

1. These special conditions apply in addition to the loan terms and conditions found in the T&Cs. To the extent there is any inconsistency between these special conditions and the T&Cs, these special conditions will prevail.

The following provisions of the T&C's do not apply to this loan:  
Condition 12, 17, 18 and 19.

2. Additional definitions

In these special conditions:

- (a) *Guarantors* means B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust and Billy David Young;
- (b) *Security* means the security set out in the Other Information schedule of this loan agreement;
- (c) *Security Custodian* means B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust;
- (d) *Security Property* means Unit 8/10 Exeter Way, Caloundra West, Queensland 4551;

- (e) *Superannuation Fund* means B Young Super Fund;
- (f) *Superannuation Trustee* means B Young SMSF Pty. Ltd. ACN 655 804 578.

3. **Background**

You acknowledge that this loan is provided to the Superannuation Fund. You enter into this loan in the capacity as trustee for the Superannuation Fund and confirm that the loan is made in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act 1993 (SIS Act)* which permits a regulated Superannuation Fund to borrow money under a limited recourse borrowing arrangement provided:

- (a) the borrowed funds are used to purchase an asset (in this case, the Security Property);
- (b) the Security Property is held on trust for the Superannuation Trustee as trustee of the Superannuation Fund by another entity (in this case, the Security Custodian);
- (c) taking out the loan to purchase the Security Property conforms with the investment strategy of the Superannuation Fund;
- (d) Superannuation Trustee has the right to acquire legal ownership of the Security Property on behalf of the Superannuation Fund by making one or more loan repayments; and
- (e) our recourse against the Superannuation Trustee and the Superannuation Fund for default on the borrowing are limited to the Security Property.

4. **Security**

Despite any other provision of this loan agreement, the following stands as security for this facility:

- (a) a charge of the beneficial interest in the Security Property by Superannuation Trustee on behalf of the Superannuation Fund;
- (b) a mortgage of the legal interest in the Security Property by Security Custodian;
- (c) a guarantee by the members of the Superannuation Fund and the Security Custodian; and
- (d) any other security granted to us to secure repayment of the facility.

5. **Redraw**

Despite any other conditions of this loan agreement, redraw is not available on this facility.

6. **Charge of beneficial interest**

The Superannuation Fund hereby charges its beneficial interest in the Security Property to us to secure payment of all amounts due to us or any other person under this loan agreement (the **Debt**). This charge constitutes a fixed and specific charge over the Security Property. All the terms of the mortgage over the legal title owned by the Security Custodian apply to this charge as if set out in full in this loan agreement and as if the Superannuation Fund was the mortgagor and we were the mortgagee.

7. **Limited recourse**

- (a) Despite any other condition of this loan agreement, this loan agreement relates solely to money payable in respect of the loan made to the Superannuation Trustee under this loan agreement (including interest and all costs and charges associated with that loan), but does not impose on the Superannuation Trustee an obligation to pay any other money. For example, the Superannuation Trustee is not obliged to pay all money which it owes us other than by our recourse against the Security Property.
- (b) Despite any other condition of this loan agreement or any other document, our rights and the Guarantors' rights against the Superannuation Fund on default are limited to recourse against the Security Property and neither we nor the Guarantors have any recourse whatsoever against the Superannuation Trustee or the Superannuation Fund for payment of the Debt other than recourse against the Security Property.
- (c) Subject to sub-clause (d), neither we nor a Guarantor must take any step pursuant to the rights conferred by this loan agreement to:
  - (i) have an administrator appointed to the Superannuation Trustee;
  - (ii) have a receiver, receiver and manager, trustee, other controller (as defined in the *Corporations Act 2001* (Cth)), liquidator, provisional liquidator or similar official appointed to the Superannuation Trustee, other than a receiver of all or part of the Security Property only;
  - (iii) have the Superannuation Trustee wound up, or prove in any winding up of the Superannuation Trustee;
  - (iv) carry out any distress or execution on any property of the Superannuation Fund other than the Security Property;
  - (v) exercise any:
    - right of set-off;
    - right to combine or consolidate accounts; or
    - banker's lien,against the Superannuation Trustee, other than in respect of the Security Property;
  - (vi) make any other claim or institute any proceedings of any kind as against any property or assets of the Superannuation Trustee other than the Security Property.
- (d) The other provisions of this clause do not prohibit or restrict either us or a Guarantor from:
  - (i) obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this loan agreement by the Superannuation Trustee;
  - (ii) obtaining, or taking proceedings to obtain, declaratory or other such relief in relation to any provision of this loan agreement with regards to the Superannuation Trustee; or

- (iii) affecting our rights or a Guarantor's rights to:
  - (A) enforce this loan agreement over the Security Property in accordance with the terms of this loan agreement and the registered mortgage over the Security Property;
  - (B) for the sole purpose of enforcing its rights against the Security Property, proceeding against the Security Custodian or the Superannuation Trustee to the extent necessary to enforce its rights against the Security Property or to obtain the benefit of the recourse to the Security Custodian or the Superannuation Trustee allowed by this clause;
  - (C) enforcing any rights it may have under the Security or any other document; or
  - (D) enforcing any rights it may have against the Superannuation Trustee for fraud or misrepresentation.

**8. Own enquiries**

You acknowledge that we make no warranty or representation in relation to the structure under which the Security Custodian and the Superannuation Fund have acquired the Security Property. The Superannuation Trustee acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against us in relation to any aspect of the structure. For example, the Superannuation Fund has no claim against us if the entry into the structure, this loan agreement, or the transaction reflected by this document causes the Superannuation Fund to cease to comply with any law or regulation or results in adverse taxation consequences for the Superannuation Fund. We can enforce this loan agreement in full despite any such non-compliance.

**9. Acknowledgement by Superannuation Trustee**

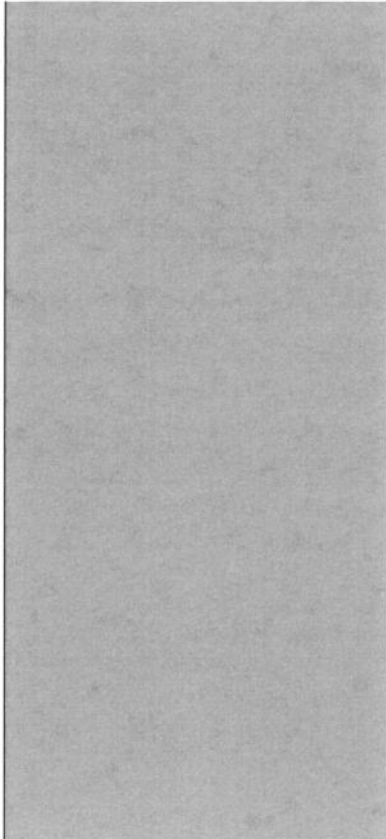
You acknowledge that, despite any review of the Superannuation Fund Trust Deed or the Security Custodian Deed carried out by us or our lawyers in respect of this transaction, we make no representation that the Superannuation Fund Trust Deed or the Superannuation Fund itself complies with the SIS Act.

**10. Change in law**

If at any time we determine that there has occurred any introduction of or variation to any law or regulation which makes this loan prohibited under the SIS Act, the result of any of which in our opinion makes it illegal, undesirable or impractical for us to make or continue this loan (and our opinion, acting reasonably, will be final in relation to all these matters), then we may terminate this loan by written notice to the Borrower and require repayment of the Debt on or before the expiration of 30 days from the date of the notice.

**11. Notification**

You will notify us within 7 days of any material and significant change in respect of the Superannuation Fund, including any change to the investment strategy, any issues identified by the Australian Tax Office and compliance of the Superannuation Fund.



12. **Loan funds only to be advanced if certain conditions met**

We will only advance you the total *amount of credit* if:

- (a) we have received fully signed loan and Securities, in a form satisfactory to us (or the Lender's solicitors);
- (b) we have received a copy of the Body Corporate certificate of currency for the insurance policy relating to the Security Property satisfactory to us;
- (c) you have given us in a form satisfactory to us:
  - (i) documents constituting the Superannuation Fund;
  - (ii) documents constituting the Custodian Trust;
  - (iii) a copy of the contract of sale for the Security Property;
  - (iv) a certificate from your financial adviser confirming you have received independent financial advice prior to signing this loan agreement and Securities;
  - (v) a certificate from your lawyer confirming that you have received independent legal advice prior to signing this loan agreement and Securities; and
  - (vi) a statutory declaration from your satisfactory to us stating that entering this loan and the Securities is within your investment strategy and that you have complied with the SIS Act.

Signed on behalf of us by:

.....



## How to proceed

**Before you sign or accept this loan agreement, make sure you understand the following. If you have any questions, ask before you sign or accept.**

- You should consider obtaining legal and financial advice in relation to this loan.
- When a variable interest rate applies to your loan, your interest rate can go up or down over the term of your loan. If your interest rate increases, your repayments may increase. We may vary your interest rate at any time (except during a fixed rate period).
- You may have to pay fees if you repay your loan early. Significant fees (called 'break costs') may be payable if you repay all or part of a fixed rate loan early. Ask us for an estimate of break costs before you repay a fixed rate loan early.
- If you select an interest only period at any time, you will not be repaying any of the loan principal and will end up paying more interest.
- The events which may cause you to default under your loan are listed in the T&Cs. You may default under your loan even if you have made all your payments. If you default, you may lose your property. If the sale proceeds from the *mortgaged property* are insufficient to fully repay the *amount you owe us*, you are still responsible for repaying the amount outstanding.
- If you default under your loan, enforcement expenses may be payable. This means that you may have to pay any of our reasonable costs incurred in maintaining the *mortgaged property*, collection expenses, and any other internal or external costs we incur as a result of your default.
- You must insure the *mortgaged property*. You should consider whether you need other insurance such as insurance to assist you to make repayments if you are sick, lose your job, or if other contingencies occur.
- We may change, suspend or cancel your offset facility at any time.
- If we require you to pay for lenders mortgage insurance or a risk fee, this insurance or fee protects us and not you. If you default under your mortgage and the *mortgaged property* is then sold, and the sale proceeds are insufficient to fully repay the *amount you owe us*, you are still legally responsible for repaying the balance outstanding under the mortgage.
- Until the *loan date*, we have the right to change the terms of your loan agreement or to withdraw our offer to lend altogether.
- Acting reasonably, we can make changes to your loan agreement.

By signing this document, you (or each of you if there is more than one borrower) make the following declarations.

1. You have carefully read this document and the T&Cs and understand they establish a legal contract between you and us.
2. All information you have given directly or indirectly to us, our agents, or our lawyers is accurate and not misleading. You acknowledge that we are relying on that information to enter this transaction. You acknowledge that you can service the loan without undue hardship.
3. The loan will be used only for the purpose set out above under 'Loan purpose'.
4. You agree to pay the Lender all fees and charges applicable (as set out under 'Credit fees and charges payable on or before settlement of your loan') even if the loan does not proceed to settlement (including because we withdraw from this offer).
5. You acknowledge that each mortgage or guarantee described above will be held by us as *security* for all money due to us under this loan agreement.



We reserve the right to withdraw from this transaction if this offer is not accepted within 14 days from the *disclosure date*, if the initial drawdown does not occur within 60 days of the *disclosure date*, or if anything occurs which in our reasonable opinion makes settlement undesirable.

**How to accept this offer**

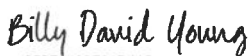
To accept this offer, you must sign and date this document below and return it to our lawyers.

**If the borrower is a company, or if this loan is predominantly used for business purposes or investment purposes (except for investment in residential property), this loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to this loan. The information statement below only applies to you if your loan is regulated by the National Credit Code.**

<b>IMPORTANT</b>	
<b>BEFORE YOU SIGN</b>	<b>THINGS YOU MUST KNOW</b>
<ul style="list-style-type: none"> <li>* <b>READ THIS CONTRACT DOCUMENT</b> so that you know exactly what contract you are entering into and what you will have to do under the contract.</li> <li>* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".</li> <li>* Fill in or cross out any blank spaces.</li> <li>* Get a copy of this contract document.</li> <li>* <b>Do not sign this contract document</b> if there is anything you do not understand.</li> </ul>	<ul style="list-style-type: none"> <li>* Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.</li> <li>* You <b>do not</b> have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car.</li> <li>* If you take out insurance, the credit provider cannot insist on any particular insurance company.</li> <li>* If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.</li> <li>* If this contract document says so, the credit provider can charge a fee if you pay out your contract early.</li> </ul>

Dated: 31-Mar-2022

**EXECUTED by B YOUNG SMSF PTY. LTD.  
ACN 655 804 578 BOTH IN ITS OWN RIGHT  
AND IN ITS CAPACITY AS TRUSTEE FOR B  
YOUNG SUPER FUND** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:  
  
953E2406E21D415

Signature of **Billy David Young**, the sole director and secretary of **B Young SMSF Pty. Ltd. ACN 655 804 578** both in its own right and in its capacity as trustee for **B Young Super Fund**

**IF YOU CHOOSE NOT TO OBTAIN LEGAL ADVICE**

**IF YOU HAVE ANY DOUBTS OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE**

I/WE CERTIFY THAT:

- I/we have read the loan agreement (including the Origin Mortgage Management Program General Terms and Conditions) to which this certificate is attached (the 'Document').
- I/we are the borrower(s) named in the Document.
- I/we have been given the opportunity to obtain legal advice on the nature and effect of the Document but have chosen not to do so.
- I/we understand the nature and effect of the Document.
- I/we understand the obligations and risks involved in signing the Document.
- I/we sign the Document freely, voluntarily and without pressure from any person.

**OR**

**IF YOU CHOOSE TO OBTAIN LEGAL ADVICE**

I/WE CERTIFY THAT:

- I/we have obtained legal advice on the nature and effect of the document(s) from the solicitor named below.
- I/we understand the nature and effect of the loan agreement (including the Origin Mortgage Management Program General Terms and Conditions) to which this certificate is attached (the 'Document').
- I/we understand the obligations and risks involved in signing the Document.
- I/we sign the Document freely, voluntarily and without pressure from any person.

**NAME OF SOLICITOR** \_\_\_\_\_

**SIGNED:**

DocuSigned by:  
*Billy David Young*  
953F2406F21D415...

I choose not to obtain legal advice

31-Mar-2022

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**Lodger Details**

Lodger Code 162A  
Name  
Address  
Lodger Box  
Phone  
Email  
Reference DYS:CDG:202206552

For Office Use Only

**THE BACK OF THIS FORM  
MUST NOT BE USED**

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**MORTGAGE**

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**Jurisdiction** QUEENSLAND

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**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

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**Estate and/or interest being mortgaged**

FEE SIMPLE

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Land Title Reference	Part Land Affected?	Land Description
50926117		LOT 8 ON SP255078

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**Mortgagor**

Name	B YOUNG PROPERTY PTY LTD
ACN	655 807 453
Capacity	TRUSTEE

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**Mortgagee**

Name	PERPETUAL CORPORATE TRUST LIMITED
ACN	000 341 533

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The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

**Terms and Conditions of this Mortgage**


(a) Document Reference 720348916

(b) Additional terms and conditions

NIL

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**Mortgagor Execution**

Executed on behalf of B YOUNG PROPERTY PTY LTD  
Signer Name Billy David Young  
Signer Organisation B YOUNG PROPERTY PTY LTD  
Signer Role SOLE DIRECTOR / SECRETARY  
Signature   
Execution Date 31-Mar-2022

**Mortgagee Execution**

Executed on behalf of PERPETUAL CORPORATE TRUST LIMITED  
CRAIG DOUGLAS GREEN / JOANNA REBEKAH SHEPHERD / THOMAS SEAN COURTENAY / NIGEL HAY  
Signer Name MAN MOK  
Signer Organisation GADENS LAWYERS  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Signature  
Execution Date

QUEENSLAND TITLES REGISTRY

**After all parties have signed the Form – Please detach this Notice**

**VERY IMPORTANT: Please read this before signing the form**

Before signing the form you must show the witness adequate documentation so they can **verify your identity and your entitlement to sign**

Unless you provide adequate documentation the witness may decline to proceed

*Note: this notice is not part of the form and must not be lodged in the Titles Registry*

**Important information – witnessing signatures on titles registry forms**

- Only particular persons (Schedule 1 – Land Title Act 1994) are able to witness the signature of an individual on a titles registry form and they are required by law to take reasonable steps to verify the individual’s identity and ensure they are the person entitled to sign the form.
- You must provide your witness with sufficient documentation for them to verify your identity (e.g. shows your photo and signature) and your entitlement to sign the form (e.g. shows your name and the property details).
- It is recommended that you present as many relevant documents as possible to the witness to assist them in complying with their legal obligations.
- For further guidance, including for witnessing outside Australia, refer to Part 61 of the Land Title Practice Manual, available online at [www.qld.gov.au/titles](http://www.qld.gov.au/titles).

**1. Verification of identity documents**

The Verification of Identity Standard in ¶[61-2700] of the Land Title Practice Manual requires a witness to sight a specified combination of identity documents. An extract showing the first 3 Categories of the Standard is below:

Category	Minimum Document Requirements For Persons who are Australian citizens or residents:
1	<ul style="list-style-type: none"> <li>• Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard</li> <li>• <u>plus</u> Australian drivers licence or Photo Card* (a Photo Card is a card issued by the Commonwealth or any State or Territory Government showing a photograph of the holder and enabling the holder to evidence their age and/or their identity)</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>
2	<ul style="list-style-type: none"> <li>• Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard</li> <li>• <u>plus</u> full birth certificate or citizenship certificate or descent certificate</li> <li>• <u>plus</u> Medicare or Centrelink or Department of Veterans’ Affairs card</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>
3	<ul style="list-style-type: none"> <li>• Australian drivers licence or Photo Card* (see Photo Card definition in Category 1 above*)</li> <li>• <u>plus</u> full birth certificate or citizenship certificate or descent certificate</li> <li>• <u>plus</u> Medicare or Centrelink or Department of Veterans’ Affairs card</li> <li>• <u>plus</u> change of name or marriage certificate <i>if necessary</i></li> </ul>

**2. Documentation to confirm you are entitled to sign the form/s**

- If you are **selling property** or are **only refinancing**
- a current local government rates notice; or
  - a current title search statement; or
  - a current land tax assessment notice.

- If you are **buying property** and/or **financing the purchase**
- a copy of the contract of sale; or
  - official loan documentation from your lender; or
  - a letter from a solicitor confirming you are entitled to sign the form.

**Unless you show your witness adequate documentation they may decline to proceed**

## Authority, Direction & Undertaking

**To:** PERPETUAL CORPORATE TRUST LIMITED **And:** Gadens Lawyers

**And:** BETTER CHOICE HOME LOANS

**Loan:** \$420,000.00

**Re:** Better Choice Home Loans and B Young SMSF Pty. Ltd. ACN 655 804 578 both in its own right and in its capacity as trustee for B Young Super Fund

**Lender:** Perpetual Corporate Trust Limited

**Guarantors:** B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust and Billy David Young

**Security:** Unit 8/10 Exeter Way, Caloundra West, Queensland 4551

**Loan Number:** 124535-400107098 - 400107098

You are authorised and directed as follows:

### Authorities

1. **(To pay and deduct):** To pay the Loan to Gadens Lawyers or as they direct, and thereafter as we, our solicitors or agents direct Gadens Lawyers. Where there are two or more of us, **any one of us** may give a written or verbal direction as to how loan proceeds are to be paid.

Gadens Lawyers are directed to pay:

- **(Loan Draw)** the amounts set out under Authorised Payments below from the Loan with the remaining loan amount to be paid in accordance with the loan purpose as directed by us or our solicitors; and
- **(Surplus Settlement Monies)** any surplus (settlement) monies remaining after all expenses are paid as set out in the form attached to this Authority or as agreed with the Lender.

Gadens Lawyers are authorised to deduct from money held in trust on our behalf the amount of their professional fees, all proper outlays, fees, and charges (including taxes) in connection with the Loan, settlement or a payment to be made (including bank and agent's fee) and all other money necessary to complete the transaction.

2. **(To complete, date, or alter):** To complete in all respects all documents executed by us in relation to the transaction and to sign any document which relates to this transaction correct for the purpose of registration for and on behalf of any one or more of the parties to the document. To complete or correct the details of all title descriptions and any misspelling of any of our names on, and make any other amendment to, each document lodged with a land registry office we or our solicitor advise Gadens Lawyers and to sign on our behalf any relevant forms relating to the changes. If applicable, to alter or complete any stamp duty exemption forms relying on the information received from us, our solicitor or the outgoing mortgagee at settlement.

In the case of an unregistered plan, we authorise Gadens Lawyers to replace the front page of the Mortgage once the new Title Reference, Lot and Plan information has been issued.

3. **(To contact the Local Authority):** To contact the Local Authority on your behalf to ascertain the current status of the rate and water accounts applicable to the property.

### Undertakings

We undertake:

1. **(To pay additional costs):** pay any additional costs and outlays associated with the preparation, stamping or registration of the documents or the settlement of the transaction;

2. **(To Answer Requisitions):** promptly attend to any requisition that may be made by any government agency or authority in relation to the transaction documents or any documents required to facilitate registration of a document relating to the transaction.
3. **(To provide information):** notify you of any changes to information we have provided you if those changes occur before settlement. This undertaking does not affect any of our obligations under any other document we have given you

### Indemnity

If you pay the Loan as directed above in good faith, we agree you are not responsible for any delay in the payment being received by the relevant party or if the payee does not or improperly or fraudulently receives the payment or deals with the payment, we will not make any claim against you relating to the disbursement of the Loan and indemnify you against any claim, demand or action relating to the disbursement.

### Acknowledgements

We acknowledge as follows:

1. **(You express no opinion)** You do not express an opinion as to the viability of any investment we may make using Loan proceeds. You do not accept any liability in respect of any loss or damage we may sustain as a consequence of any change in our circumstances or the failure of any investment to perform as expected. We cannot rely on the Lender's valuation and have had the opportunity to obtain an independent valuation.
2. **(Receipt of document)** We have received and read a copy of Registered Document No. 720348916 before signing the Mortgage.
3. **(Your recommendation we get advice)** You do not give us legal advice on the Loan or documents relating to it and if you have it is merely an expression of your view. We have to form our own view on any legal issue and seek out independent advice. Even if it is not a condition of approval that we seek independent professional advice on our investment, the Loan and the security required, from an independent qualified practising accountant or solicitor, the Lender strongly recommends that we do so.

### Authorised Payments

- |            |  |
|------------|--|
| \$3,003.25 | plus any additional costs properly incurred in the transaction to Gadens Lawyers, on account of disbursements. |
| \$395.00   | to Perpetual Corporate Trust Limited for Annual facility fee   |
| \$2,100.00 | to Perpetual Corporate Trust Limited for Lender's Protection Fee   |



## Direction to Pay – Surplus Settlement Monies

I/We direct Gadens Lawyers to pay any surplus (settlement) monies of this advance as set out below or in an e-mail from the mortgage manager or our broker.

**PLEASE NOTE:**

- Bank or trust cheques deposited to your nominated account will take 1-3 days (subject to banking processes) before cleared funds are available.
- Telegraphically transferred or Electronically transferred (EFT) funds will be sent the first business day following settlement and are cleared once received into your nominated account.

**IRRESPECTIVE OF WHICH PAYMENT OPTION YOU SELECT BELOW, IF WE SETTLE YOUR LOAN ELECTRONICALLY THROUGH PEXA, WE WILL TRANSFER YOUR FUNDS TO YOUR NOMINATED ACCOUNT AS SAME DAY CLEAR FUNDS FOR NO ADDITIONAL COST**

<input type="checkbox"/>	Please <b>electronically transfer</b> the surplus loan proceeds into the following bank account. Please transfer funds via
<input type="checkbox"/>	EFT (\$0.00 including GST)
<input type="checkbox"/>	Telegraphic transfer fee (\$30.00 including GST)
Note:	EFT transfers may take 3-5 business days to be available in your account. TT transfers are sent as cleared funds. However, it may take your financial institution up to 24 hours to make available in your account
Account Name	_____
Bank Name	_____
BSB	_____ Account Number _____
If the account you nominate here is not your account and the Lender's instructions to us do not allow us to deposit that money to your nominated account, we may at our discretion deposit the surplus loan proceeds to the applicable loan account.	

<input checked="" type="checkbox"/>	Please pay <b>ELECTRONIC FUNDS TRANSFER</b> into our Loan Account No. 124535-400107098 - 400107098
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Should you have any questions or queries regarding this form please call Delfina Sutjiadi on +61 7 3231 1693

DocuSigned by:  
*Billy David Young*  
8535498F81D11E...

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Billy David Young

31-Mar-2022

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Date

# Direct Debit Request



Mortgage Management Services

Direct Debit ID No. 460095

Loan Account No. **124535-400107098 - 400107098**

I/We

Surname **Young**

Given Name(s) **Billy**

Surname

Given Name(s)

authorise and request you to debit my/our account described below with any amounts which may be due by me/us in connection with my/our mortgage loan and which may be debited or charged through the Bulk Electronic Clearing System (BECS) to my/our account conducted with:

(Name of Lender)

### Nominated Account to be Debited – Details of Debit from this account

Offset Account  Direct Debit Account  (tick one)

Name of Financial Institution **Macquarie Bank**

Branch **Sydney**

Name of Account Holders (or Account Title) **B Young SMSF**

BSB No.

1 8 2 5 0 0

ACCOUNT No.

9 7 0 0 0 0 2 3 8

### Payment Frequency

Weekly  Fortnightly  Monthly  (tick one)

### Customer Authorisation

**(NB: Direct debiting is not available on the full range of accounts. If in doubt please refer to your Financial Institution)**

I/we acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement attached.

Customer Signature *Billy David Young*  
953F2406F21D415...

Customer Signature

Home Contact No.

Home Contact No.

Work Contact No. **0488033766**

Work Contact No.

Date **31-Mar-2022 /**

Date / /



Mortgage Management Services

## Client Service Agreement

This document provides information to you regarding the direct debiting of your account. By signing the Direct Debit Request (DDR) you acknowledge you have read and understood these terms.

### How the DDR will be used

- The DDR will be used to debit amounts due by you under your loan agreement with the lender.
- Where a payment due date falls on a non-business day, the amount will be debited on the next business day. If you are uncertain as to when the debit will be processed to your account you should contact the financial institution at which you maintain this account.
- The purpose for which the DDR is used will not be changed without giving you at least 14 days notice and without your prior approval.
- All information relating to your nominated account will be kept private.
- We will advise you, in writing, the details of the DDR agreement (amount, frequency, commencement date) at least 5 calendar days prior to the first direct debit.
- We reserve the right to cancel the DDR if three or more direct debits are returned unpaid by your nominated Financial Institution. If this occurs an alternative payment method must be arranged.

### Your rights

- You may not terminate the DDR without the mortgage manager's consent. You may terminate the DDR at any time by giving written notice directly to us, or through your Financial Institution. Notice sent to us should be received at least 14 business days prior to the date of termination.
- You may stop any individual debit by giving written notice to the mortgage manager. This notice must be received by the mortgage manager at least 5 business days prior to the payment due date.
- You may request deferment or alteration to payments under the DDR by contacting the Mortgage Manager. Any request must be given at least 5 business days prior to the payment due date.
- If you consider that a debit has been incorrectly made, you should contact the mortgage manager or lodge a direct debit claim through your Financial Institution. The mortgage manager will determine whether the debit was correct, and if not, arrange for an adjustment. If the mortgage manager determines that the debit was correct, you will be told why.

### Your commitment to us

- You must ensure there are sufficient clear funds available in the nominated account to meet each debit on its due date. It is your responsibility to advise us if the account nominated by you to receive the DDR is transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the DDR.
- You must ensure that the account you propose to debit allows direct debits. You should check this directly with the financial institution at which you maintain the account.
- You will not close or alter the account without the mortgage manager's prior written consent and unless approved alternate payment arrangements have been made.
- If a payment is dishonoured, you may be charged fees by your financial institution, you may incur fees under your credit contract, and you may be in default under your credit contract.

## Warranty

**Property:** Unit 8/10 Exeter Way, Caloundra West, Queensland 4551  
**To:** Perpetual Corporate Trust Limited and Gadens Lawyers

We make the following warranties to you:

1. There are no unpaid council rates, water and sewerage rates, land tax, owners' corporation/body corporate/strata corporation levies or any other amounts owing in respect of the property.
2. I/We are not aware of:
  - (a) any notices, orders, proclamations, or proposals from any government or other authority adversely affecting the property (eg, Land information, planning, land tax, roads, water authorities, encumbrances);
  - (b) any licenses, charges or encumbrances not disclosed on title or not capable of being ascertained by a search of the title;
  - (c) any defects in the property or disputes with adjoining owners;
  - (d) any breaches of the provisions of any Crown Lease or Units Lease.
3. There have been no structural alterations or improvements to the property which require consent of the council or any other authority and which have not been so consented to.
4. I/We have never been bankrupt.
5. There is no mortgage or security over the property which will not be repaid before or at settlement?
6. If the property is leased, the lease is:
  - (a) a normal residential or commercial tenancy;
  - (b) at a rent for fair market value;
  - (c) for a period expiring more than 12 months after the settlement date of the loan.

If the answer to any of the foregoing is "no" please give brief details

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I/We undertake to provide to you evidence of payment of council rates, water rates and/or state land tax upon request.

I/We undertake to notify you of any changes to my answers. I/We warrant the truth of the information which **Perpetual Corporate Trust Limited** will rely upon in agreeing to make the loan.

Dated: 31-Mar-2022

**EXECUTED** by **B YOUNG PROPERTY PTY LTD**  
in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:



Signature of **Billy David Young**, the sole director and secretary of **B Young Property Pty Ltd**

## Section 2: Documents to be printed and signed in ink Section 2: Documents to be printed and signed in ink

**Documents to be printed**

Your printed loan document checklist

1. Certificates of Independent Legal Advice

**Please follow these instructions when printing**

It is important that the documents are not shrunk when printed. Mortgages have strict size restrictions and/or minimum font sizes and will need to be signed again if the document is shrunk when printing. This may delay settlement. Please carefully follow these instructions.

All documents that must be printed will be displayed following this section.

Each printable document will be individually displayed with the file description including (*must be printed, signed & returned*) you must click on each individual document to print it.

**Step 1**

Click **view** for each document

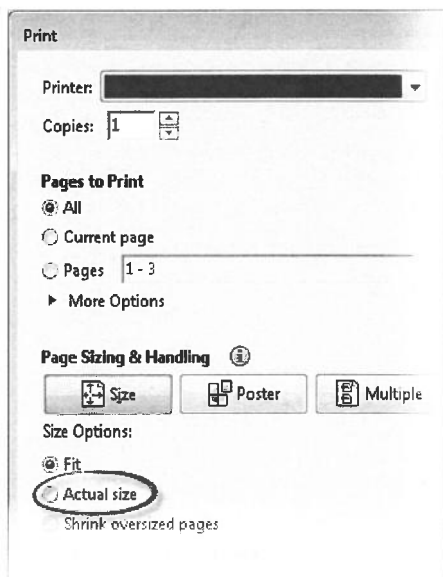
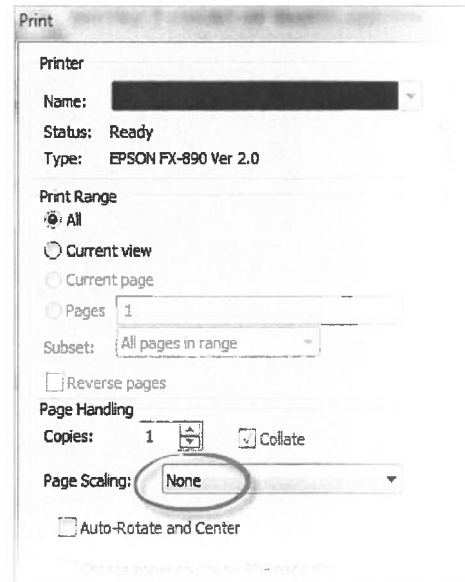
**National Mortgage Form - NSW (MUST BE PRINTED, SIGNED & RETURNED)**  
This supplement must be viewed. **VIEW**

**Step 2**

Click the **printer** icon for each document

<b>Lodger Details</b>		<b>For Office Use Only</b>  <b>THE BACK OF THIS FORM MUST NOT BE USED</b>
Lodger Code		
Name	Dentons Australia	
Address	77 Castlereagh Street Sydney NSW 2000	
Lodger Box	131317K	
Phone	+61 2 9035 7106	
Reference	New Lending/37420624	
<b>MORTGAGE</b>		

When printing your documents you must ensure that the "Size Option" is set to "Actual size" (recent Acrobat Reader versions) or the "Print Scaling" option is set to "none" (older versions). See below for the settings.

**Adobe Acrobat Reader X, XI and DG****Adobe Acrobat Reader 9 and earlier**

The documents must be **printed single sided on white A4 80gsm paper** (normal photocopying paper)

All signatures must be in **black or blue ink**.

#### Section 4: Your lawyer/conveyancer's contact information

Name

Bell and Dixon Lawyers

Email

katrina@bdblawyers.com.au

Phone

0407000843

## **Guarantee by Property Trustee**

## Schedule

<b>Lender</b>	Perpetual Corporate Trust Limited ACN 000 341 533 of Level 12, 123 Pitt Street, Sydney, New South Wales 2000
<b>Guarantor (you, your)</b>	B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169
<b>Borrower</b>	B Young SMSF Pty. Ltd. ACN 655 804 578 both in its own right and in its capacity as trustee for B Young Super Fund of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169
<i>Note: If the Borrower is under 18 years of age, you may not be able to recover from the Borrower amounts you pay to the Lender under this guarantee. [Section 60(3) of the National Credit Code]</i>	
<b>Security Property</b>	
You acknowledge that this guarantee extends to and secures any money due under the loan documents	<ol style="list-style-type: none"><li>1. First registered mortgage by B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust over the property located at Unit 8/10 Exeter Way, Caloundra West, Queensland 4551 (Security Property)</li></ol>
<b>Your maximum liability</b>	The maximum amount we can recover from you under this guarantee is the amount the Lender obtains from enforcing our rights in connection with the Security Property.
<b>Loan Documents</b>	<ol style="list-style-type: none"><li>1. Loan agreement between the Borrower and the Lender made on or about the date of this guarantee and any variations consented to by you;</li><li>2. This guarantee granted by you limited to the Security Property;</li><li>3. Guarantee granted by Billy David Young limited to \$420,000.00 plus interest, costs, charges and any other amount that can be debited pursuant to the loan documents;</li><li>4. First ranking registered mortgage granted by B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust over the property situated at Unit 8/10 Exeter Way, Caloundra West, Queensland 4551;</li><li>5. Mortgage Side Agreement;</li><li>6. Guarantor's Indemnity Waiver.</li></ol>



# Guarantee

## Background

This guarantee is made by the guarantor(s) named in the Schedule to this guarantee (each and together called 'you' and 'your').

You have asked the lender named in the Schedule (the 'Lender') to lend money or provide other financial accommodation (or to continue doing so) to the borrower(s) named in the Schedule (the 'Borrower').

---

<b>1. Guarantee and indemnity</b>	<b>2. Continuing guarantee</b>
<b>1.1 Guarantee</b> <p>In consideration of the Lender providing financial accommodation to the Borrower at your request, you unconditionally <b>guarantee</b> the punctual payment to the Lender of the Debt on the due date. The 'Debt' is all money owing at any time by the Borrower to the Lender in relation to the loan documents specified in the Schedule.</p> <p>(A guarantee is an obligation to pay money owing by another person).</p>	<b>2.1 This guarantee continues until you are released</b> <p>You remain bound by this guarantee until you are released by the Lender. The Lender may release, or come to a separate arrangement with, any one or more of you without affecting the liability of the remaining guarantors.</p>
<b>1.2 Indemnity</b> <p>You also <b>indemnify</b> the Lender against all loss, damage, and reasonable costs and expenses incurred by the Lender as a result of any failure by anybody to pay the Debt on the due date, except where such loss, damage, cost or expense arises from fraud, negligence or wilful misconduct by the Lender, its employees, its agents or a receiver it appoints.</p> <p>(An indemnity is an obligation to pay that money even if the other person is not obliged to pay for any reason).</p>	<b>2.2 This guarantee continues despite what happens to the Borrower</b> <p>Your obligations under this guarantee continue and remain unaffected despite anything that happens to the Borrower and despite the Lender allowing the Borrower any time to rectify any default. For example, your obligations continue even if the Borrower dies or is made bankrupt, or if the Borrower is a partnership and the partnership ends or the members change, or if the Borrower is a company and it is dissolved or wound up.</p>
<b>1.3 You must pay on demand</b> <p>If the Borrower does not pay the Debt to the Lender on the due date, you must pay the Debt to the Lender immediately on demand by the Lender. The Lender may enforce this guarantee, any security, and any other rights, separately or together.</p> <p>The maximum amount of money you can be liable for under this guarantee is specified in the Schedule.</p>	<b>2.3 This guarantee continues despite what happens to the terms of the loan documents</b> <p>This guarantee continues despite any change to the terms of the loan documents, including the interest rate, kind of interest rate (eg fixed or variable), fees and charges, new fees and charges, and any repayment or re-advancing of the Debt. Unless you agree to extend this guarantee, this guarantee does not cover increases in the total amount the Borrower may borrow under the loan documents.</p>
	<b>2.4 The Lender's rights continue unaffected</b> <p>The Lender does not lose the power to exercise any of its rights under this guarantee because of delay, any written or verbal statement, anything the Lender does, or anything else, other than an express written</p>

statement by the Lender that the Lender waives that right.

### 3. You acknowledge certain things

---

#### 3.1 You have not relied on the Lender

You acknowledge that you have not relied on any promise or representation by or on behalf of the Lender to induce you to enter this guarantee, and that you have made and will continue to make your own independent investigation of the financial condition and affairs of the Borrower without reliance on the Lender.

### 4. Security by you

---

#### 4.1 Any security given by you supports your guarantee

You acknowledge that any security (eg a mortgage or charge) held at any time by the Lender from you (including the security listed in the Schedule) secures performance of your obligations under this guarantee.

This guarantee will not prejudicially affect, or be prejudicially affected by, any other security, guarantee or indemnity at any time held by the Lender.

If you have provided security, the Lender may exercise all its rights in relation to that security, but may also sue you personally.

#### 4.2 The Lender may retain this guarantee and any security after the Debt is paid

If the Lender reasonably considers that the Borrower is insolvent at the time the Borrower intends to repay the Debt, or if for any other reason the Lender reasonably considers that the whole or any part of the repayment of the Debt may be set aside, this guarantee continues and the Lender may retain any security provided by you until seven months after repayment of the Debt (unless some other arrangement is made to repay the Debt so that the Lender is protected from the Debt being set aside).

### 5. Additional provisions

In this clause 5, the following definitions apply:

- (a) **Property Trustee** means B Young Property Pty Ltd ACN 655 807 453 as trustee for Property Trust.

- (b) **Property Trust** means Young Bare Trust;

- (c) **Superannuation Fund** means the B Young Super Fund;

- (d) **Security Property** means Unit 8/10 Exeter Way, Caloundra West, Queensland 4551.

#### 5.2 No indemnity

Despite any other provision of this guarantee or any right conferred or implied by law, your rights against the Borrower in respect of any payment, cost, expense or anything else arising from or in relation to this guarantee are limited to the Security 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 Security Property and will not be entitled to claim that amount back from any other asset of the Borrower.

#### 5.3 Own enquiries

The Lender makes no warranty or representation in relation to the structure under which the Property Trustee and Superannuation Fund has acquired the Security Property and borrowed money from the Lender. You acknowledge that you have made your own enquiries in relation to the structure and that you have no claim whatsoever against the Lender in relation to any aspect of the structure. For example, you have no claim against the Lender if the entry of the structure, this guarantee or the transaction reflected by this guarantee makes the Superannuation Fund non-complying with any law or regulation. The Lender can enforce this guarantee in full despite any such non-compliance.

#### 5.4 Your capacity

You enter into this guarantee only in your capacity as trustee for the Property Trust and in no other capacity. Your liability and obligations arising under or in connection with this guarantee are limited to, and can be enforced against you, only to the extent to which it can be satisfied out of the assets of the Property Trust.

#### 5.5 Lender's rights on default

Despite any provision of this guarantee, the Lender's rights on default against you are limited to recourse against the Security Property and, in the absence of fraud or misrepresentation, the Lender will not take any

action against you except to enforce its recourse to the Security Property.

## 5.6 Lender's actions

Subject to clause 5.6(e), the Lender must not take any step pursuant to the rights conferred by this guarantee to:

- (a) have an administrator appointed to you;
- (b) have a receiver, receiver and manager, trustee, other controller (as defined in the *Corporations Act 2001* (Cth)), liquidator, provisional liquidator or similar official appointed to you other than a receiver of all or part of the Security Property only;
- (c) have you wound up, or prove in any winding up of you;
- (d) carry out any distress or execution on any property you own other than the Security Property;
- (e) exercise any:
  - (i) right of set-off;
  - (ii) right to combine or consolidate accounts; or
  - (iii) banker's lien,
 against you other than in respect of the Security Property;
- (f) make any other claim or institute any proceedings of any kind as against any property or your assets other than the Security Property.

## 5.7 Other provisions

The other provisions of this clause do not:

- (a) prohibit or restrict the Lender from obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this guarantee by you;
- (b) prohibit or restrict the Lender from obtaining, or taking proceedings to obtain, declaratory or other such relief in relation to any provision of this guarantee with regards to you; or
- (c) affect the Lender's rights to:

- (i) enforce the mortgage in accordance with the terms of the mortgage;

for the sole purpose of enforcing its rights against the Security Property, proceed against you to the extent necessary to enforce the Lender's rights against the Security Property or to obtain the benefit of the recourse to you allowed by this clause;

- (ii) enforce any rights the Lender may have under any other document; or

- (iii) enforce any rights the Lender may have against you or the Borrower for fraud or misrepresentation.

## 6. General provisions

### 6.1 Interpretation

In this guarantee, references to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa. If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means that the Lender can pursue all or any of you together, or any one or more of you separately for the whole of the Debt. The clause headings are to help understanding only.

### 6.2 Costs and expenses

You must pay to the Lender on demand all reasonable costs and expenses (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher) incurred by the Lender in respect of this guarantee (including those arising from any default by the Borrower or by you or both). This includes any duties, taxes and fines, and the Lender's internal costs. If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply (ie you must pay any GST).

### 6.3 How notices may be given

The Lender may give a notice to you by personal delivery or prepaid ordinary post sent to your address shown in this guarantee, sent

to your registered office (if you are a company), sent to your last address known to the Lender, or by being sent to you by electronic transmission. The notice may be signed by any employee, solicitor or agent on behalf of the Lender.

#### **6.4 Payments**

All money payable by you under this guarantee must be paid free of all deductions in the same manner and the same currency as the Borrower is obliged to pay the Debt. Payments will be credited to you only when actually received by the Lender. The Lender may apply any money it receives in reduction of the Debt in the order the Lender decides.

#### **6.5 How the Lender can deal with this guarantee**

The Lender may assign, novate or otherwise deal with its rights and obligations under this guarantee and any security supporting this guarantee in any way it wishes. You must sign anything and do anything the Lender reasonably requires to enable any dealing with this guarantee and any security supporting this guarantee. The Lender may disclose information about you, this guarantee, or any security given by you, to anybody involved in an actual or proposed assignment, novation or dealing by the Lender with its rights under this guarantee.

#### **6.6 Limitation of liability**

If the Lender enters this guarantee solely in its capacity as a trustee of a trust, the liability of the Lender is limited to the assets of that trust.

#### **6.7 Debit and set-off**

If any money due by you to the Lender is not paid when due, the Lender may debit any account you have with the Lender (such as a cheque account) with any money due by you under this guarantee. The Lender may combine two or more accounts conducted by you into a single account.

Except to the extent you have a right to set-off granted by law which the Lender cannot exclude by agreement, you must pay all amounts in full without setting off amounts you believe the Lender owes you and without counterclaiming amounts from the Lender.

#### **6.8 Waiver**

No failure to exercise, and no delay in exercising, the Lender's rights, powers or privileges operates as a waiver. No waiver of

the Lender's rights, powers or privileges is effective unless made in writing. The Lender may exercise all of its rights at any time and more than once.

The rights of the Lender under this guarantee do not merge in any judgment, and so the Lender can, for example, take fresh proceedings if a judgment becomes stale.

#### **6.9 Interest on judgment**

If the Lender obtains a judgment against you from a court, you must pay interest at the higher of the rate which applies to the Debt and the rate ordered by the court.

#### **6.10 Provisions in this guarantee**

If any of the provisions of this guarantee are illegal or become illegal at any time, the affected provisions will cease to have effect, but the balance of this guarantee will remain in full force and effect.

#### **6.11 Consumer legislation**

This guarantee may relate to partly regulated credit and partly unregulated credit.

To the extent that this guarantee relates to regulated credit (ie money due under a loan contract or under some other arrangement regulated by any consumer legislation), this guarantee only relates to payment of the amount authorised by that legislation in relation to that credit. For example, to the extent this guarantee relates to money due under a credit contract regulated by the National Credit Code, this guarantee only relates to the amount due under that credit contract, any reasonable enforcement expenses, and any other money authorised by the National Credit Code.

This clause does not restrict how this guarantee applies to unregulated credit. To the extent that this guarantee relates to regulated credit, any provisions which do not comply with that legislation have no effect in relation to that consumer credit.

#### **6.12 Financial statements**

You must provide to the Lender within 14 days of the Lender's request any information the Lender requires relating to your business, assets and financial affairs. For example, the Lender may require a copy of an individual's taxation return or an assets and liabilities statement. In relation to a company, the Lender might require a balance sheet, a profit and loss account, or both. The Lender may

require this information to be certified or audited.

#### **6.13 Deductions**

If you are compelled or required to deduct or withhold any amounts from any payment to the Lender (such as withholding taxes), you must pay to the Lender additional amounts so that the Lender receives full payment as if there was no deduction or withholding.

#### **6.14 Change of address**

You must promptly tell the Lender if you change your residential, postal or electronic address and inform the Lender of any new address.

#### **6.15 Subrogation**

If the Borrower becomes bankrupt or enters into any scheme of arrangement in favour of creditors, or being a company enters into liquidation, you hereby assign to the Lender the whole of your right to claim, if any, against the official receiver or liquidator so that the Lender will be entitled to receive the whole of that entitlement in reduction of the amount due under the guarantee and indemnity. Unless and until the Lender has received all of the Debt, you may not claim any subrogation against the Borrower or anybody else without the Lender's prior written consent (which will not be unreasonably withheld). After the Lender has been paid in full, you will not exercise any right of subrogation or any other right which might require the Lender to repay any money received by the Lender.

### **7. If you are a trustee**

---

If you are at any time trustee of any trust, you are liable under this guarantee in your own right and as trustee of the trust. Accordingly, the Lender can recover against the trust assets as well as from you to satisfy your liabilities under this guarantee. You must make sure there is no change of trustee, no termination of the trust, and no change to the terms of the trust without the Lender's prior written consent (which will not be unreasonably withheld).

31-Mar-2022


DATED: .....

If the borrower is a company, or if the loan is predominantly used for business purposes or investment purposes (except for investment in residential property), the loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to the loan.

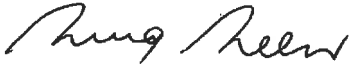
<b>IMPORTANT</b>	
<b>BEFORE YOU SIGN</b>	<b>THINGS YOU MUST KNOW</b>
<ul style="list-style-type: none"> <li>* READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.</li> <li>* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".</li> <li>* You should obtain independent legal advice.</li> <li>* You should also consider obtaining independent financial advice.</li> <li>* You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.</li> </ul>	<ul style="list-style-type: none"> <li>* Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the credit provider in enforcing the guarantee.</li> <li>* If the debtor does not pay you must pay. This could mean you lose everything you own including your home.</li> <li>* You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.</li> <li>* You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.</li> </ul>

Dated: 31-Mar-2022

**EXECUTED** by **B YOUNG PROPERTY PTY LTD ACN 655 807 453 AS TRUSTEE FOR YOUNG BARE TRUST** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:  
  
953F2406F21D415  
 Signature of **Billy David Young**, the sole director and secretary of **B Young Property Pty Ltd ACN 655 807 453** as trustee for **Young Bare Trust**

Executed for and on behalf of the Lender by:



.....  
Craig Douglas Green  
Partner - Gadens Lawyers

## **Guarantee**

### **Important Notice**

**This is a guarantee and indemnity. If the borrower does not pay any money owing by the borrower to the lender, the lender may demand the payment from you. If you provide any security to the lender, the lender can enforce that security to recover from you.**

**We strongly recommend you obtain independent legal and financial advice as to the full effect of this document before signing it.**

**This is a serious and important obligation and you should make sure you understand your obligation before you sign this guarantee.**

**Before you sign, remember that there are financial risks involved in signing this guarantee. You can refuse to enter into this guarantee, you have a right to limit your liability, and you can request information about this guarantee or the loan transaction that you are guaranteeing. We may not provide the loan, or may cancel an existing loan, if you do not provide this guarantee.**



## Schedule

<b>Lender</b>	Perpetual Corporate Trust Limited ACN 000 341 533 of Level 12, 123 Pitt Street, Sydney, New South Wales 2000
<b>Guarantor (you, your)</b>	Billy David Young of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169
<b>Borrower</b> <i>Note: If the Borrower is under 18 years of age, you may not be able to recover from the Borrower amounts you pay to the Lender under this guarantee. [Section 60(3) of the National Credit Code]</i>	B Young SMSF Pty. Ltd. ACN 655 804 578 both in its own right and in its capacity as trustee for B Young Super Fund of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169
<b>Security provided by you</b> You acknowledge that this guarantee extends to and secures any money due under the Loan Documents	Nil
<b>Your maximum liability</b>	\$420,000.00 plus interest, costs, charges and any other amount that can be debited pursuant to the Loan Documents, including the reasonable costs of the Lender reasonably exercising its rights under this guarantee, plus any other amount you agree is covered by this guarantee.
<b>Loan Documents</b>	<ol style="list-style-type: none"><li>1. Loan agreement between the Borrower and the Lender dated on or about the date of this guarantee and any variations consented to by you;</li><li>2. This guarantee granted by you;</li><li>3. Guarantee granted by B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust limited to the Security Property;</li><li>4. First ranking registered mortgage granted by B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust over the property situated at Unit 8/10 Exeter Way, Caloundra West, Queensland 4551;</li><li>5. Mortgage Side Agreement; and</li><li>6. Guarantor's Indemnity Waiver.</li></ol>

# Guarantee

## Background

This guarantee is made by the guarantor(s) named in the Schedule to this guarantee (each and together called 'you' and 'your').

You have asked the lender named in the Schedule (the 'Lender') to lend money or provide other financial accommodation (or to continue doing so) to the borrower(s) named in the Schedule (the 'Borrower').

## 1. Guarantee and indemnity

---

### 1.1 Guarantee

In consideration of the Lender providing financial accommodation to the Borrower at your request, you unconditionally **guarantee** the punctual payment to the Lender of the Debt on the due date. The 'Debt' is all money owing at any time by the Borrower to the Lender in relation to the loan documents specified in the Schedule.

(A guarantee is an obligation to pay money owing by another person).

### 1.2 Indemnity

You also **indemnify** the Lender against all loss, damage, and reasonable costs and expenses incurred by the Lender as a result of any failure by anybody to pay the Debt on the due date, except where such loss, damage, cost or expense arises from fraud, negligence or wilful misconduct by the Lender, its employees, its agents or a receiver it appoints.

(An indemnity is an obligation to pay that money even if the other person is not obliged to pay for any reason).

### 1.3 You must pay on demand

If the Borrower does not pay the Debt to the Lender on the due date, you must pay the Debt to the Lender immediately on demand by the Lender. The Lender may enforce this guarantee, any security, and any other rights, separately or together.

## 2. The maximum amount of money you can be liable for under this guarantee is specified in the Schedule. Continuing guarantee

---

### 2.1 This guarantee continues until you are released

You remain bound by this guarantee until you are released by the Lender. The Lender may release, or come to a separate arrangement with, any one or more of you without affecting the liability of the remaining guarantors.

### 2.2 This guarantee continues despite what happens to the Borrower

Your obligations under this guarantee continue and remain unaffected despite anything that happens to the Borrower and despite the Lender allowing the Borrower any time to rectify any default. For example, your obligations continue even if the Borrower dies or is made bankrupt, or if the Borrower is a partnership and the partnership ends or the members change, or if the Borrower is a company and it is dissolved or wound up.

### 2.3 This guarantee continues despite what happens to the terms of the loan documents

This guarantee continues despite any change to the terms of the loan documents, including the interest rate, kind of interest rate (eg fixed or variable), fees and charges, new fees and charges, and any repayment or re-advancing of the Debt. Unless you agree to extend this guarantee, this guarantee does not cover increases in the total amount the Borrower may borrow under the loan documents.

### 2.4 The Lender's rights continue unaffected

The Lender does not lose the power to exercise any of its rights under this guarantee because of delay, any written or verbal statement, anything the Lender does, or anything else, other than an express written

statement by the Lender that the Lender waives that right.

### **3. You acknowledge certain things**

---

#### **3.1 You have not relied on the Lender**

You acknowledge that you have not relied on any promise or representation by or on behalf of the Lender to induce you to enter this guarantee, and that you have made and will continue to make your own independent investigation of the financial condition and affairs of the Borrower without reliance on the Lender.

### **4. Security by you**

---

#### **4.1 Any security given by you supports your guarantee**

You acknowledge that any security (eg a mortgage or charge) held at any time by the Lender from you (including the security listed in the Schedule) secures performance of your obligations under this guarantee.

This guarantee will not prejudicially affect, or be prejudicially affected by, any other security, guarantee or indemnity at any time held by the Lender.

If you have provided security, the Lender may exercise all its rights in relation to that security, but may also sue you personally.

#### **4.2 The Lender may retain this guarantee and any security after the Debt is paid**

If the Lender reasonably considers that the Borrower is insolvent at the time the Borrower intends to repay the Debt, or if for any other reason the Lender reasonably considers that the whole or any part of the repayment of the Debt may be set aside, this guarantee continues and the Lender may retain any security provided by you until seven months after repayment of the Debt (unless some other arrangement is made to repay the Debt so that the Lender is protected from the Debt being set aside).

## **5. General provisions**

---

### **5.1 Interpretation**

In this guarantee, references to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa. If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means that the Lender can pursue all or any of you together, or any one or more of you separately for the whole of the Debt. The clause headings are to help understanding only.

### **5.2 Costs and expenses**

You must pay to the Lender on demand all reasonable costs and expenses (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher) incurred by the Lender in respect of this guarantee (including those arising from any default by the Borrower or by you or both). This includes any duties, taxes and fines, and the Lender's internal costs. If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply (ie you must pay any GST).

### **5.3 How notices may be given**

The Lender may give a notice to you by personal delivery or prepaid ordinary post sent to your address shown in this guarantee, sent to your registered office (if you are a company), sent to your last address known to the Lender, or by being sent to you by electronic transmission. The notice may be signed by any employee, solicitor or agent on behalf of the Lender.

### **5.4 Payments**

All money payable by you under this guarantee must be paid free of all deductions in the same manner and the same currency as the Borrower is obliged to pay the Debt. Payments will be credited to you only when actually received by the Lender. The Lender may apply any money it receives in reduction of the Debt in the order the Lender decides.

### **5.5 How the Lender can deal with this guarantee**

The Lender may assign, novate or otherwise deal with its rights and obligations under this

guarantee and any security supporting this guarantee in any way it wishes. You must sign anything and do anything the Lender reasonably requires to enable any dealing with this guarantee and any security supporting this guarantee. The Lender may disclose information about you, this guarantee, or any security given by you, to anybody involved in an actual or proposed assignment, novation or dealing by the Lender with its rights under this guarantee.

#### **5.6 Limitation of liability**

If the Lender enters this guarantee solely in its capacity as a trustee of a trust, the liability of the Lender is limited to the assets of that trust.

#### **5.7 Debit and set-off**

If any money due by you to the Lender is not paid when due, the Lender may debit any account you have with the Lender (such as a cheque account) with any money due by you under this guarantee. The Lender may combine two or more accounts conducted by you into a single account.

Except to the extent you have a right to set-off granted by law which the Lender cannot exclude by agreement, you must pay all amounts in full without setting off amounts you believe the Lender owes you and without counterclaiming amounts from the Lender.

#### **5.8 Waiver**

No failure to exercise, and no delay in exercising, the Lender's rights, powers or privileges operates as a waiver. No waiver of the Lender's rights, powers or privileges is effective unless made in writing. The Lender may exercise all of its rights at any time and more than once.

The rights of the Lender under this guarantee do not merge in any judgment, and so the Lender can, for example, take fresh proceedings if a judgment becomes stale.

#### **5.9 Interest on judgment**

If the Lender obtains a judgment against you from a court, you must pay interest at the higher of the rate which applies to the Debt and the rate ordered by the court.

#### **5.10 Provisions in this guarantee**

If any of the provisions of this guarantee are illegal or become illegal at any time, the

affected provisions will cease to have effect, but the balance of this guarantee will remain in full force and effect.

#### **5.11 Consumer legislation**

This guarantee may relate to partly regulated credit and partly unregulated credit.

To the extent that this guarantee relates to regulated credit (ie money due under a loan contract or under some other arrangement regulated by any consumer legislation), this guarantee only relates to payment of the amount authorised by that legislation in relation to that credit. For example, to the extent this guarantee relates to money due under a credit contract regulated by the National Credit Code, this guarantee only relates to the amount due under that credit contract, any reasonable enforcement expenses, and any other money authorised by the National Credit Code.

This clause does not restrict how this guarantee applies to unregulated credit. To the extent that this guarantee relates to regulated credit, any provisions which do not comply with that legislation have no effect in relation to that consumer credit.

#### **5.12 Financial statements**

You must provide to the Lender within 14 days of the Lender's request any information the Lender requires relating to your business, assets and financial affairs. For example, the Lender may require a copy of an individual's taxation return or an assets and liabilities statement. In relation to a company, the Lender might require a balance sheet, a profit and loss account, or both. The Lender may require this information to be certified or audited.

#### **5.13 Deductions**

If you are compelled or required to deduct or withhold any amounts from any payment to the Lender (such as withholding taxes), you must pay to the Lender additional amounts so that the Lender receives full payment as if there was no deduction or withholding.

#### **5.14 Change of address**

You must promptly tell the Lender if you change your residential, postal or electronic address and inform the Lender of any new address.

### 5.15 Subrogation

If the Borrower becomes bankrupt or enters into any scheme of arrangement in favour of creditors, or being a company enters into liquidation, you hereby assign to the Lender the whole of your right to claim, if any, against the official receiver or liquidator so that the Lender will be entitled to receive the whole of that entitlement in reduction of the amount due under the guarantee and indemnity. Unless and until the Lender has received all of the Debt, you may not claim any subrogation against the Borrower or anybody else without the Lender's prior written consent (which will not be unreasonably withheld). After the Lender has been paid in full, you will not exercise any right of subrogation or any other right which might require the Lender to repay any money received by the Lender.

## 6. If you are a trustee

---

If you are at any time trustee of any trust, you are liable under this guarantee in your own right and as trustee of the trust. Accordingly, the Lender can recover against the trust assets as well as from you to satisfy your liabilities under this guarantee. You must make sure there is no change of trustee, no termination of the trust, and no change to the terms of the trust without the Lender's prior written consent (which will not be unreasonably withheld).

## 7. Additional provisions

---

In this clause 7, the following definitions apply:

- (a) **Property Trustee** means B Young Property Pty Ltd ACN 655 807 453 as trustee for the Young Bare Trust;

- (b) **Superannuation Fund** means B Young Super Fund; and

- (c) **Security Property** means Unit 8/10 Exeter Way, Caloundra West, Queensland 4551.

### 7.2 No indemnity

Despite any other provision of this guarantee or any right conferred or implied by law, your rights against the Borrower in respect of any payment, cost, expense or anything else arising from or in relation to this guarantee are limited to the Security 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 Security Property and will not be entitled to claim that amount back from any other asset of the Borrower.

### 7.3 Own enquires

The Lender makes no warranty or representation in relation to the structure under which the Property Trustee and the Superannuation Fund have acquired the Security Property. You acknowledge that you have made your own enquiries in relation to the structure and that you have no claim whatsoever against the Lender in relation to any aspect of the structure. For example, you have no claim against the Lender if the entry of the structure, this guarantee or the transaction reflected by this guarantee makes the Superannuation Fund non-complying with any law. The Lender can enforce this guarantee in full despite any such non-compliance.

### 7.4 Recourse against you

For the purpose of determining the amount payable by you under this guarantee, any limit on the Borrower's liability will be disregarded.

If the borrower is a company, or if the loan is predominantly used for business purposes or investment purposes (except for investment in residential property), the loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to the loan.

**IMPORTANT**

**BEFORE YOU SIGN**

**THINGS YOU MUST KNOW**

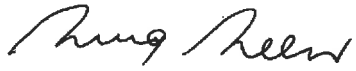
- \* READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.
- \* You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".
- \* You should obtain independent legal advice.
- \* You should also consider obtaining independent financial advice.
- \* You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.
- \* Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the credit provider in enforcing the guarantee.
- \* If the debtor does not pay you must pay. This could mean you lose everything you own including your home.
- \* You may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.
- \* You are not bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.

**EXECUTED by Billy David Young**

Date 31-Mar-2022

DocuSigned by:  
*Billy David Young*  
953F2408F21D415  
\_\_\_\_\_  
**Billy David Young**

Executed for and on behalf of the Lender by:



.....  
Craig Douglas Green  
Partner - Gadens Lawyers

# Guarantor's Indemnity Waiver

---

**Perpetual Corporate Trust Limited ACN 000 341  
533**

**B Young SMSF Pty. Ltd. ACN 655 804 578 both in  
its own right and in its capacity as trustee for B  
Young Super Fund**

**B Young Property Pty Ltd ACN 655 807 453 as  
trustee for Young Bare Trust**

**Billy David Young**

gadens

ONE ONE ONE  
111 Eagle Street  
Brisbane QLD 4000  
Australia

T +61 7 3231 1666  
F +61 7 3229 5850

Ref DYS \ 202206552



## Guarantor's Indemnity Waiver

### Dated

### Parties

1. **Perpetual Corporate Trust Limited ACN 000 341 533** of Level 12, 123 Pitt Street, Sydney, New South Wales 2000 (**Lender**).
2. **B Young SMSF Pty. Ltd. ACN 655 804 578 both in its own right and in its capacity as trustee for B Young Super Fund** of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169 (**Borrower**).
3. **B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust** of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169 (**Security Trustee**).
4. **Billy David Young** of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169 and the Security Trustee (**Guarantor**).

### Background

- A. The Lender has made or will make a loan to the Borrower (**Loan**).
- B. The security for repayment of the Loan includes a mortgage (**Mortgage**) granted by the Security Trustee over the property located at Unit 8/10 Exeter Way, Caloundra West, Queensland 4551, contained in Certificate of Title Reference 50926117 (**Purchased Property**).
- C. The Guarantor has guaranteed and indemnified or intends to guarantee and indemnify the Lender in respect of the Loan.
- D. The Guarantor has agreed to limit its right to indemnity against the Borrower to the Purchased Property.

### Operative provisions

#### 1. **Consideration**

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In consideration of the Lender providing the Loan to the Borrower to assist the Borrower to complete the purchase of the Purchased Property, you agree to provide this Guarantor's Indemnity Waiver.

#### 2. **Limited Recourse**

---

Despite any other provision of any document or any right conferred by law or statute, the Guarantor's rights against the Borrower in respect of any payment, cost, expense or anything else arising from or relating to this guarantee are limited to the Purchased Property. For example, if the Guarantor pays any money to the Lender in response to a demand for payment by the Lender, the Guarantor will only be entitled to recourse against the Purchased Property and will not be entitled to claim any amount back from any other assets of the Borrower.

#### 3. **Contribution by Guarantor**

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Despite any other provision of any document or any right conferred by law or statute, if under the guarantee and indemnity given by the Guarantor, the Guarantor makes any payment (in cash or in kind – for example as a result of any security provided by the Guarantor being sold by the mortgagee), the Security Trustee will not transfer the Purchased Property to the Borrower unless and until the Guarantor has been repaid the amount of that payment. (This clause is inserted to

ensure that by making any payment under a guarantee, the Guarantor is not deemed to have made a contribution to the superannuation fund).

#### 4. Interpretation

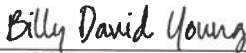
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In this document unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally.

**EXECUTED by B YOUNG SMSF PTY. LTD.  
ACN 655 804 578 BOTH IN ITS OWN RIGHT  
AND IN ITS CAPACITY AS TRUSTEE FOR B  
YOUNG SUPER FUND** in accordance with section  
127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:




953F2406F21D415

Signature of **Billy David Young**, the sole director  
and secretary of **B Young SMSF Pty. Ltd. ACN  
655 804 578** both in its own right and in its  
capacity as trustee for **B Young Super Fund**

**EXECUTED by B YOUNG PROPERTY PTY LTD  
ACN 655 807 453 AS TRUSTEE FOR YOUNG  
BARE TRUST** in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by:

DocuSigned by:



953F2406F21D415

Signature of **Billy David Young**, the sole director  
and secretary of **B Young Property Pty Ltd ACN  
655 807 453** as trustee for **Young Bare Trust**

**EXECUTED by Billy David Young**

Date 31-Mar-2022

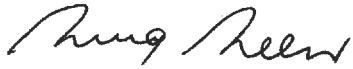
DocuSigned by:



953F2406F21D415

**Billy David Young**

Executed for and on behalf of the Lender by:



.....  
Craig Douglas Green  
Partner - Gadens Lawyers

## **Mortgage Side Agreement**

---

**Perpetual Corporate Trust Limited ACN 000 341 533**

**B Young Property Pty Ltd ACN 655 807 453**

**B Young SMSF Pty. Ltd. ACN 655 804 578**

**gadens**

**ONE ONE ONE  
111 Eagle Street  
Brisbane QLD 4000  
Australia**

**T +61 7 3231 1666  
F +61 7 3229 5850**

**Ref DYS \ 202206552**

## Mortgage Side Agreement

**Dated:**

### Parties

1. **Perpetual Corporate Trust Limited** ACN 000 341 533 of Level 12, 123 Pitt Street, Sydney, New South Wales 2000 (**Mortgagee**)
2. **B Young Property Pty Ltd** ACN 655 807 453 as trustee for Young Bare Trust of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169 (**Mortgagor**)
3. **B Young SMSF Pty. Ltd.** ACN 655 804 578 both in its own right and in its capacity as trustee for B Young Super Fund of Unit 401/25 Shafston Avenue, Kangaroo Point, Queensland 4169 (**Superannuation Trustee**)

### Background

- A. The Mortgagor on or about the date of this agreement is granting to the Mortgagee a mortgage of the Purchased Property (**Mortgage**).
- B. The Mortgage is granted in accordance with the provisions of section 67A of the Superannuation Industry (Supervision) Act 1993. Operative provisions

#### 1. Defined meanings

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Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

#### 2. Provisions deemed incorporated in the Mortgage

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The provisions in the Schedule are agreed by the parties to be incorporated in the Mortgage as if set out in the Mortgage in full.

#### 3. Definitions and interpretation

---

##### 3.1 Definitions

In this document:

**Mortgagee Notice** means a notice given by the Mortgagee to the Mortgagor directing the Mortgagor to take action being an action which the Mortgagee is entitled to take under its Mortgage.

**Purchased Property** means Unit 8/10 Exeter Way, Caloundra West, Queensland 4551.

**Superannuation Fund** means B Young Super Fund.

##### 3.2 Interpretation

In this document unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words denoting any gender include all genders;
- (c) reference to a person includes any other entity recognised by law and vice versa;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally.

## **Schedule**

### **1. Consideration**

In consideration of the Mortgagee providing financial accommodation to the Superannuation Trustee to assist the Superannuation Trustee to complete the purchase of the Purchased Property, you agree to provide this Mortgage Side Agreement.

### **2. Background**

The Mortgage is granted in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act* which permits a regulated superannuation fund to borrow money provided:

- (a) the borrowed funds are used to purchase an asset (in this case the Purchased Property);
- (b) the Purchased Property is held on trust for the Superannuation Trustee as trustee of the Superannuation Fund by another entity (in this case the Mortgagor);
- (c) the Superannuation Trustee has the right to acquire legal ownership of the Purchased Property on behalf of the Superannuation Fund by making payments;
- (d) the Mortgagee's recourse against the Superannuation Trustee and the Superannuation Fund for default in respect of payment are limited to the Purchased Property.

Accordingly the following provisions apply to the Mortgage.

### **3. What the Mortgage Secures**

Despite any other provision of the Mortgage:

- (a) the Superannuation Trustee directs the Mortgagor to grant the Mortgage to the Mortgagee;
- (b) the Mortgagor grants the Mortgage at the direction of the Superannuation Trustee;
- (c) the Mortgagee enters the Mortgage at the request of the Mortgagor; and
- (d) the Mortgage only secures money owing by the Superannuation Trustee in its capacity as trustee of the Superannuation Fund pursuant to the Loan Agreement made between the Superannuation Trustee and the Mortgagee on or about the date of the Mortgage in respect of the loan to purchase the Purchased Property subject to the Mortgage.

#### **4. Limited Recourse**

Despite any other provision of any document, the Loan Agreement, the General Conditions applying to your Loan Agreement, Memorandum number 720348916 (the **Mortgage Covenants**) or any right conferred or implied by law or statute, the Mortgagor's rights against the Superannuation Trustee in respect of any payment, cost, expense or anything else arising from or relating to the Mortgage are limited to the Purchased Property. For example, if the Mortgagor pays any money to the Mortgagee in response to a demand for payment by the Mortgagee, the Mortgagor will only be entitled to recourse against the Purchased Property and will not be entitled to claim any amount back from any other asset of the Superannuation Trustee.

#### **5. Dealing with the Purchased Property**

- (a) The Mortgagee may direct the Mortgagor to deal with the Purchased Property as directed by a Mortgagee in a Mortgagee Notice.
- (b) The Mortgagee may only make directions consistent with its interest as creditor secured by the Purchased Property being directions reasonably necessary to:
  - (i) recover the money due to it;
  - (ii) preserve the Purchased Property; or
  - (iii) take any action that the Mortgagee is authorised to take under the Mortgage.
- (c) The Mortgagor is only obliged to deal with the Property in a lawful way and in accordance with usual commercial and conveyancing practice.

#### **6. Own enquiries**

The Mortgagee makes no warranty or representation in relation to the structure under which the Mortgagor and the Superannuation Fund has acquired the Purchased Property. The Mortgagor acknowledges that the Mortgagee has made no representation, given no advice and takes no responsibility, in respect of the suitability of appropriateness of the Purchaser Property as an investment for the Superannuation Fund. The Superannuation Trustee acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against the Mortgagee in relation to any aspect of the structure. For example, the Superannuation Trustee has no claim against the Mortgagee if the entry of the structure, this document, or the transaction reflected by this document makes the Superannuation Fund non-complying with any law or regulation. The Mortgagee can enforce this document in full despite any such non-compliance.

#### **7. Trustee provisions**

The Mortgagor enters into this Mortgage only in its capacity as trustee of a trust and in no other capacity. Any liability or obligation of the Mortgagor arising under or in connection with this Mortgage is limited to, and can be enforced against, the Mortgagor, only to the extent to which it can be satisfied out of the assets of the relevant trust and in respect of which the Mortgagor is actually indemnified for the liability.

#### **8. Acknowledgements**

The Mortgagor acknowledges:

- (a) that the reference to "lot" and to "land" in the Mortgage includes a reference to any fixture, structure or improvement on it or affixed to it;

- (b) that a reference to "this mortgage" in the Mortgage, any enlarged panel or schedule to the Mortgage or the Mortgage Covenants is a reference to the Mortgage, any enlarged panel or schedule to it and that document;
- (c) giving the Mortgage and incurring obligations and giving rights under it for valuable consideration received from us, the Mortgagee;
- (d) having received and read a copy of the Mortgage and document 720348916 before signing it;
- (e) that before executing the Mortgage the Mortgagor received a copy of the Mortgage and the Mortgage Covenants;
- (f) that each agreement covered by the Mortgage is taken to be incorporated into the Mortgage; and
- (g) without limiting the scope of any provision in which "tax" is used, each reference to a tax is a reference to all taxes, levies, imposts, and withholdings levied or imposed by a government, a government agency or other entity controlled by a government or a government agency and includes GST as defined in the A New Tax system (Goods and Services Tax) Act 1999 (Cth).

## 9. Mortgage Warranties

In connection with the Mortgagor giving or continuing a guarantee and indemnity ("**Guarantee**") to the Mortgagee in respect of financial accommodation which has or will be given to the Superannuation Trustee, I/we warrant as follows:

- (a) The shareholders of the Mortgagor, by signing this document, unanimously consent to the Mortgagor giving or continuing to give the Guarantee and any security now or in the future to support the Guarantee irrespective of whether the Mortgagor derives any benefit from giving the Guarantee.
- (b) The directors of the Mortgagor have, where necessary, declared a direct or indirect interest for the purposes of the Corporations Law and the constitution of the Mortgagor and where required by law abstained from voting.
- (c) The giving of the Guarantee does not breach Chapter 2E of the Corporations Law.
- (d) The Directors have considered whether the giving of the Guarantee is for the benefit of the Mortgagor and part of the due administration of the Mortgagor and consider that it is.
- (e) The Mortgagor is not in liquidation, insolvent or liable to be wound up, nor has it received any statutory demand under section 459E of the Corporations Law or any notice of the appointment of a receiver, manager, administrator or provisional liquidator.
- (f) There are no limitations on the power of the Mortgagor to borrow money, raise money or give security.
- (g) All authorisations consents and delegations necessary for the validity of the Transaction have been duly given and obtained.
- (h) The shareholders of the Mortgagor have not passed any special resolution changing the name of the Mortgagor, altering its constitution, reducing its share capital, approving financial assistance for the acquisition of its shares, authorising the payment of interest out of capital, authorising the winding up of the Mortgagor or authorising the placing of the Mortgagor under management.



- (i) No person is entitled to be indemnified out of the funds or assets of the Mortgagor against any liability incurred as director or officer of the Mortgagor in relation to any criminal or civil proceedings of any nature, and no such proceeding is pending by or against any director or officer of the Mortgagor.
- (j) The Mortgagor (the **Mortgagor Trustee**) is a trustee of Young Bare Trust (the **Mortgagor Trust**). A true, correct and up to date copy of the trust deed for the Trust (the **Mortgagor Trust Deed**) and all variations to the Mortgagor Trust Deed has been provided to the Mortgagee prior to the provision of financial accommodation.
- (k) The Directors of the Trustee have considered the interests of the beneficiaries of the Mortgagor Trust and the Trustee's obligations as trustee and concluded that giving or continuing the Guarantee in favour of the Mortgagee was in the best interest of the beneficiaries of the Mortgagor Trust.
- (l) The relevant Mortgagor Trust Deed for the Mortgagor Trust is and has always been valid and effective.
- (m) The property either will be or has been acquired by the Mortgagor as trustee of the Mortgagor Trust and either forms or will form part of the assets of the Mortgagor Trust.
- (n) The vesting date defined (by whatever name) in the Mortgagor Trust Deed has not yet occurred.
- (o) No steps have been taken, nor are we aware of any intended steps, for the winding up or termination of the Mortgagor Trust.
- (p) The Mortgagor has not delegated any of its powers as trustee pursuant to the Mortgagor Trust Deed.
- (q) The Mortgagor has not committed any breach of any of the trusts bestowed upon it as trustee under the Mortgagor Trust Deed.
- (r) The Mortgagor is not a beneficiary of the Mortgagor Trust and has no interest whatsoever in the Trust other than in its capacity as trustee.
- (s) No event has occurred which precludes or prevents the Mortgagor as trustee from borrowing monies or executing the Transaction documents and entering into the covenants of the Transaction documents.
- (t) I/We acknowledge that the Mortgagee is relying upon the correctness of the above statements and representations and that it is on the basis of those statements and representations that the Mortgagee has agreed to provide financial accommodation to the Superannuation Trustee.

#### **10. Superannuation Trustee Warranties**

In connection with the Mortgagee providing financial accommodation to the Superannuation Trustee, I/we warrant as follows:

- (a) The directors of the Superannuation Trustee have, where necessary, declared a direct or indirect interest for the purposes of the Corporations Law and the constitution of the Superannuation Trustee and where required by law abstained from voting.
- (b) The Superannuation Trustee is not in liquidation, insolvent or liable to be wound up, nor has it received any statutory demand under section 459E of the Corporations Law or any notice of the appointment of a receiver, manager, administrator or provisional liquidator.

- (c) There are no limitations on the power of the Superannuation Trustee to borrow money, raise money or give security.
- (d) All authorisations, consents and delegations necessary for the validity of the Transaction have been duly given and obtained.
- (e) The members of the Superannuation Trustee have not passed any special resolution changing the name of the Superannuation Trustee, altering its constitution, reducing its share capital, approving financial assistance for the acquisition of its shares, authorising the payment of interest out of capital, authorising the winding up of the Superannuation Trustee or authorising the placing of the Superannuation Trustee under management.
- (f) No person is entitled to be indemnified out of the funds or assets of the Superannuation Trustee against any liability incurred as director or officer of the Superannuation Trustee in relation to any criminal or civil proceedings of any nature, and no such proceeding is pending by or against any director or officer of the Superannuation Trustee.
- (g) The Superannuation Trustee is a trustee of B Young Super Fund (the **Superannuation Trust**). A true, correct and up to date copy of the trust deed for the Trust (the **Superannuation Trust Deed**) and all variations to the Superannuation Trust Deed has been provided.
- (h) The Trustee has considered the interests of the beneficiaries of the Superannuation Trust and the Trustee's obligations as Trustee and concluded that obtaining financial accommodation from and giving or continuing the Mortgage in favour of the Mortgagee is in the best interests of the beneficiaries of the Superannuation Trust.
- (i) The relevant Superannuation Trust Deed for the Superannuation Trust is and has always been valid and effective.
- (j) The property either will be or has been acquired by the Superannuation Trustee as trustee of the Superannuation Trust and either forms or will form part of the assets of the Superannuation Trust.
- (k) The vesting date defined (by whatever name) in the Superannuation Trust Deed has not yet occurred.
- (l) No steps have been taken, nor are we aware of any intended steps, for the winding up or termination of the Superannuation Trust.
- (m) The Superannuation Trustee has not delegated any of its powers as trustee pursuant to the Superannuation Trust Deed.
- (n) The Superannuation Trustee has not committed any breach of any of the trusts bestowed upon it as trustee under the Superannuation Trust Deed.
- (o) The Superannuation Trustee is not a beneficiary of the Trust and has no interest whatsoever in the Superannuation Trust other than in its capacity as trustee.
- (p) No event has occurred which precludes or prevents the Superannuation Trustee as trustee from borrowing monies or executing the Transaction documents and entering into the covenants of the Transaction documents.
- (q) I/We acknowledge that the Mortgagee is relying upon the correctness of the above statements and representations and that it is on the basis of those statements and representations that the Mortgagee has agreed to provide financial accommodation to the Superannuation Trustee.

**EXECUTED by B YOUNG SMSF PTY. LTD.  
ACN 655 804 578 BOTH IN ITS OWN RIGHT  
AND IN ITS CAPACITY AS TRUSTEE FOR B  
YOUNG SUPER FUND** in accordance with section  
127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

*Billy David Young*

953F2406F21D415  
Signature of **Billy David Young**, the sole director  
and secretary of **B Young SMSF Pty. Ltd. ACN  
655 804 578** both in its own right and in its  
capacity as trustee for **B Young Super Fund**

**EXECUTED by B YOUNG PROPERTY PTY LTD  
ACN 655 807 453 AS TRUSTEE FOR YOUNG  
BARE TRUST** in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by:

DocuSigned by:

*Billy David Young*

953F2406F21D415  
Signature of **Billy David Young**, the sole director  
and secretary of **B Young Property Pty Ltd ACN  
655 807 453** as trustee for **Young Bare Trust**

Executed for and on behalf of the Mortgagee by:

*Craig Douglas Green*

.....  
Craig Douglas Green  
Partner - Gadens Lawyers

## Notice of Instruction

**From:** B Young SMSF Pty. Ltd. ACN 655 804 578 as trustee for B Young Super Fund (Fund Trustee)

**To:** B Young Property Pty Ltd ACN 655 807 453 as trustee for Young Bare Trust (Custodian)

The Fund Trustee instructs the Custodian to provide security over Unit 8/10 Exeter Way, Caloundra West, Queensland 4551 described as Lot 8 on SP255078, Title Reference 50926117 (**Property**) in the form of a guarantee and indemnity limited to the Property and a limited recourse mortgage over the Property.

**EXECUTED** by **B YOUNG SMSF PTY. LTD.**  
**ACN 655 804 578 BOTH IN ITS OWN RIGHT**  
**AND IN ITS CAPACITY AS TRUSTEE FOR B**  
**YOUNG SUPER FUND** in accordance with section  
127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

*Billy David Young*

953F2408F21D415

Signature of **Billy David Young**, the sole director and secretary of **B Young SMSF Pty. Ltd. ACN 655 804 578** both in its own right and in its capacity as trustee for **B Young Super Fund**

**EXECUTED** by **B YOUNG PROPERTY PTY LTD**  
**ACN 655 807 453 AS TRUSTEE FOR YOUNG**  
**BARE TRUST** in accordance with section 127 of  
the *Corporations Act 2001* (Cth) by:

DocuSigned by:

*Billy David Young*

953F2408F21D415

Signature of **Billy David Young**, the sole director and secretary of **B Young Property Pty Ltd ACN 655 807 453** as trustee for **Young Bare Trust**

31-Mar-2022

Dated \_\_\_\_\_