

AGREEMENT dated: 26/09/2019

BETWEEN ("Customer"): ZOUMOK PTY LTD ATF ZOU & MOK FAMILY SUPERANNUATION FUND (ABN 150079913)

of Address: 31 KIEWA STREET, DONCASTER 3108

AND: Bank of Melbourne - A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714
of Level 8, 530 Collins Street, Melbourne VIC 3000 ("Bank of Melbourne")

Note: The following clauses below will apply where the Customer's obligations are supported:

A. By a Flawed Asset Arrangement: 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15 and 16.

B. By a Mortgage: 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, 15 and 16.

**Terms and
Conditions**

1. **Bank of Melbourne guarantee.** The Customer irrevocably requests and directs Bank of Melbourne to give to the Favouree specified in the Schedule, in the form required by the Favouree, a guarantee to pay to the Favouree on demand any money which may from time to time be payable by the Customer relating to the purpose specified in the Schedule, provided that the total amount of Bank of Melbourne's liability under the guarantee shall be limited to a sum not exceeding the sum guaranteed specified in the Schedule.
2. **Delivery of guarantee to Favouree.** It is the Customer's obligation to collect the guarantee from Bank of Melbourne and forward it to the Favouree. If the Customer requests that Bank of Melbourne forward the guarantee to the Favouree, the Customer indemnifies Bank of Melbourne against any loss Bank of Melbourne may suffer should the guarantee be cancelled by the Customer in the course of Bank of Melbourne forwarding the guarantee in accordance with the Customer's request.
3. **Demand under guarantee.** Bank of Melbourne shall be entitled to accept as conclusive a demand by the Favouree that the sum guaranteed or any lesser sum is due and payable to the Favouree by Bank of Melbourne under the guarantee. Bank of Melbourne is not obliged to enquire as to the correctness or otherwise of any demand by the Favouree, to the extent that Bank of Melbourne will honour the guarantee in any and all circumstances even if the Customer instructs not to pay any sum to the Favouree.
4. **Paying out the guarantee.** Bank of Melbourne may at its discretion terminate its obligations to the Favouree under the guarantee by paying the Favouree the sum guaranteed less any amounts it has paid previously under the guarantee or any lesser amount the Favouree specifies or requires.
5. **Deposit of sum guaranteed.** In consideration of Bank of Melbourne providing the guarantee, the Customer directs Bank of Melbourne to hold the sum guaranteed on a Flawed Asset Arrangement with Bank of Melbourne ("FAA") and agrees to be bound by the terms of this Agreement.
6. **Mortgage.** In consideration of Bank of Melbourne providing the guarantee, the Customer agrees that their obligations under this agreement are secured and covered by the mortgage granted by the Customer to Bank of Melbourne as specified in the Schedule.
7. **Flawed Asset Arrangement.** The Customer authorises Bank of Melbourne at any time during the currency of the guarantee to deduct and retain out of the accounts any amount Bank of Melbourne may think fit and appropriate or set off such amounts towards or against satisfaction of all moneys owed by Bank of Melbourne to the Favouree under the guarantee.
8. **Flawed Asset Arrangement.** The Customer authorises Bank of Melbourne at any time during the currency of the guarantee to deduct and retain out of any amount held by the Customer in an account with Bank of Melbourne as Bank of Melbourne may think fit and appropriate or set off such amounts towards or against satisfaction of all moneys owed by Bank of Melbourne to the Favouree under the guarantee.
9. **Indemnity and authority.** The Customer indemnifies Bank of Melbourne against any loss Bank of Melbourne may suffer in connection with the guarantee. The Customer authorises Bank of Melbourne to charge the Customer or the accounts with:
 - a) any amount Bank of Melbourne may pay in connection with the guarantee;
 - b) all costs, charges or expenses of any actions, suits, claims or demands to which Bank of Melbourne may be subject in connection with the guarantee; and
 - c) Bank of Melbourne's establishment fee and ongoing charges for giving the guarantee.
10. Bank of Melbourne may charge interest on any amount payable by the Customer under this Agreement until it is paid at the [personal overdraft rate]. Information on current interest rates is available on request. The interest charges are calculated by applying the personal overdraft rate to the unpaid amount at the end of each day. The daily default rate is the personal overdraft rate on the relevant day divided by 365. Interest charges accrue daily.

**Terms and
Conditions**

11. The Customer must pay a Bank Guarantee maintenance fee of 0.75% of the guaranteed amount (with a minimum fee of \$60 for bank guarantees up to \$8,000). This fee will be charged half yearly in advance on establishment of the guarantee and on each half-yearly anniversary after that.
12. Bank of Melbourne may vary the existing fees and charges and their frequency, and it may introduce new fees and charges. All of these changes may be made without your consent. Bank of Melbourne will notify you of the changes as follows:
 - a) any change in the amount of an existing fee or charge or its frequency – Bank of Melbourne will notify you in writing or by advertisement as soon as reasonably possible (or, if we believe a change is unfavourable to you, at least 30 days in advance);
 - b) the introduction of a new fee or charge (other than a government charge) – Bank of Melbourne will notify you in writing at least 30 days before the change takes effect;
 - c) the introduction or variation of a government charge payable directly or indirectly by you – Bank of Melbourne will notify you in writing or by advertisement reasonably promptly after the government, a government agency or representative body notifies us, unless the introduction or variation is published by a government, government agency or representative body.Information on current standard fees and charges is available on request.
13. The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.
14. **No assignment.** The Customer may not assign, charge, declare any trust over or otherwise deal with any of the Customer's rights in connection with the deposit or any interest on the deposit. Any attempt to do any of these things is void.
15. **Bank of Melbourne's other rights.** This agreement does not limit in any way Bank of Melbourne's right as a bank to combine any of the Customer's accounts or rights Bank of Melbourne has under any other document.
16. **Terms.**
 - a) If there is more than one Customer, a reference to "Customer" means each of them separately and every two or more of them jointly.
 - b) A reference to a party in this Agreement includes their successors and assigns.
 - c) In this Agreement, "accounts" means:
 - i) the account specified in the Schedule;
 - ii) the account(s) holding the deposit;
 - iii) the account(s) holding any deposits made with Bank of Melbourne in renewal or in substitution of the original deposit;
 - iv) the account(s) holding any interest on the deposit;
 - v) any other accounts standing in the name of the Customer with Bank of Melbourne (whether alone or jointly with any other person), and includes (but is not limited to) the account specified in the Schedule; and
 - vi) any account which Bank of Melbourne may open in the Customer's name for the purpose of debiting amounts payable by the Customer under this Agreement.

Schedule Guarantee given by Bank of Melbourne in favour of:

Favouree: Russell Kennedy Pty Ltd of Level 12, 469 La Trobe Street, Melbourne, 3000

Favouree: _____

Favouree Contract Details:

Address of Favouree: level 12, 469 La Trobe Street, Melbourne 3000

Sum guaranteed: \$ 106300

Reason for guarantee: Property purchase

Address of Shop/Property*: Lot no. 408 on proposed PS822293X/S8, in "Burwood Brickworks", which is off 78

Date of guarantee: 26/09/2019
Deposit: (clause 5)

Account Type: Term Deposit

Account No: 357300452
OR
Mortgage Details: (clause 6) eg. Mortgage No [*] over [address] comprised in certificate of title folio identifier [*]

(description of mortgage) _____

Delivery of Guarantee: (clause 2)

Bank Guarantee to be forwarded to Favouree ☐ Or

Doncaster Westfield 403 for collection ☒

Branch

Queenie Hong Ying Zou

Name of Customer (please print)

[Signature] 26/09/2019
Signature of Customer Date

Name of Customer (please print)

Signature of Customer

Date

YIFAN YAO

Name of Staff Witness (please print)

[Signature]
Signature of Witness

26/09/2019
Date

**Branch
Use Only** Process fees to:

Number	State	Org Unit	Product	Detail Reason eg. Account Name	Fee Amount
					\$

Attach a copy of the receipt of fees.

(Branch Stamp)

(Manager's Signature)

"BURWOOD BRICKWORKS"
78 Middleborough Road, Burwood East

Information to purchasers who intend to provide bank guarantees instead of cash deposits

If you intend to provide a bank guarantee to secure your performance under the contract to purchase a lot at "Burwood Brickworks", you must ensure that the bank guarantee reflects the following:

Name of favouree/beneficiary:

Russell Kennedy Ply Ltd of Level 12, 469 La Trobe Street, Melbourne, 3000

Underlying relationship or purpose of bank guarantee:

Security for performance by [Name of Purchaser(s)] of the Contract of Sale of Real Estate dated [date of contract] between:

a. [Purchaser(s)] (as purchaser) and

b. Australand Residential Burwood No. 2 Ply Ltd ABN 26 129 291 607 in its capacity as trustee for the Australand Residential (Burwood No. 2) Unit Trust (as vendor)

* Address: in respect of Lot no. [insert lot number] on proposed PS822293X /S8 in "Burwood Brickworks", which is off 78 Middleborough Road, Burwood East, Victoria 3125 ("Contract"). The favouree/beneficiary is the vendor's legal practitioner in connection with the Contract.

Other required terms:

1. **[Bank]** unconditionally and irrevocably undertakes to pay the Favouree any amount or amounts demanded in writing and signed by or on behalf of the Favouree, up to a maximum amount of \$[insert amount of deposit required under contract].

2. Demands can only be made by the Favouree.

(PS822293X /S8).