

Secure Funding Pty Ltd

ABN 25 081 982 872

SuperCredit Deed of Loan and Guarantee Schedule

**** The information in this Schedule is current as at 05/03/2012 (the *disclosure date*) ****

This document does not contain all the contract terms of *your* loan or all of the information we are required by law to give *you* before agreement is formed. Further terms and information are in the deed of loan and guarantee standard terms and conditions version SuperCredit Deed of Loan and Guarantee Standard Terms and Conditions v2 annexed to this schedule.

FINANCIAL INFORMATION TABLE	
Customer(s):	Nysten Family Super Pty Ltd ACN 138 474 647 in its own capacity and as trustee for the Nysten Family Super Fund. Loan no: 1942073
AMOUNT OF CREDIT	\$232,000 made up of – fees and charges included in the <i>amount of credit</i> (see below) \$942.80 – balance (payable to you or at your direction) \$231,057.20
ANNUAL PERCENTAGE RATE	During the <i>variable rate period</i> , the <i>annual percentage rate</i> that applies to <i>your loan</i> is a variable rate and is <i>our</i> interest rate for similar variable rate loans. That interest rate is 7.80% per annum at the <i>disclosure date</i> .
LOAN TERM	30 years
VARIABLE RATE PERIOD	The <i>loan term</i> or where there is a <i>fixed rate period</i> , the remainder of the <i>loan term</i> after expiry of the <i>fixed rate period</i> .
PRINCIPAL AND INTEREST PERIOD	The <i>loan term</i> or where there is an <i>interest only period</i> , the remainder of the <i>loan term</i> after expiry of the <i>interest only period</i> .
REPAYMENTS	<p>You must make 360 monthly repayments over the loan term.</p> <p>\$1,680.09.</p> <p>(The above figures and amounts are estimates which assume that payments will be made on time, that the <i>annual percentage rate</i> and fees and charges will not change after the <i>disclosure date</i> and that the <i>settlement date</i> is the <i>disclosure date</i>. This assumption as it relates to the variable <i>annual percentage rate</i> is that the <i>annual percentage rate</i> that applies at the commencement of the <i>variable rate period</i> is the same as the <i>annual percentage rate</i> for similar variable rate loans as at the <i>disclosure date</i> and that this <i>annual percentage rate</i> does not change during the <i>variable rate period</i>.)</p> <p>The first repayment is due one calendar month after the <i>settlement date</i> but if the <i>settlement date</i> is the 29th, 30th or 31st of the month and the next month does not have that many days, the first repayment is due on the last day of that next month. However, if the first repayment would be due on a non <i>business day</i>, it becomes due on the preceding <i>business day</i>. Following repayments are then due at monthly intervals - for example, if the first repayment is due on the 15th of October, each later repayment</p>

	<p>is due on the 15th of every month.</p> <p>If a monthly repayment is due on the 29th, 30th or 31st day of the month but a month does not have that many days, <i>you</i> must pay that month's repayment on the last day of the month.</p> <p><i>You must pay us the total amount owing on the loan account on the date the final repayment is due or, if you default, on the date it becomes due for payment under clause 7.</i></p>
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SECURE FUNDING PTY LTD FEES AND CHARGES		Included in amount of credit	Payable by you
THESE FEES AND CHARGES ARE PAYABLE IN CONNECTION WITH THIS LOAN AGREEMENT			
Payable to us:			
Agency Fee – payable on or before the <i>settlement date</i> if settlement takes place outside of the central business district. If applicable this fee will be the additional costs payable to <i>our</i> settlement agent		Not Ascertainable	\$0.00
Application Fee – payable on or before the <i>settlement date</i>		\$0.00	\$0.00
Bank Cheque Charges– payable on or before the <i>settlement date</i>		Not Ascertainable (\$5.40 per cheque required by <i>you</i>)	\$0.00
Bank Fee to transfer moneys into our solicitor's trust account or <i>your</i> account if required on the <i>settlement date</i> – payable on or before the <i>settlement date</i>		\$25.00	\$0.00
Discharge Administration Fee - payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> regardless of whether such discharge actually occurs		\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges we incur when the total amount owing is repaid in full		\$0.00	The amount charged to <i>us</i> by external providers.
Lenders Mortgage Protection Fee – payable to <i>us</i> on or before the <i>settlement date</i> in relation to the credit risk we take in entering into this loan with <i>you</i> and any arrangement we may enter into to protect <i>us</i> in the event that <i>you</i> default in <i>your</i> obligations under this loan		\$0.00	\$0.00
Processing Fee – payable at the time <i>your</i> application is submitted to <i>us</i>		\$495.00	\$0.00
Search Fees including both external searching costs and general administrative costs in relation to property, company or credit searches and this fee may be retained in whole or in part - payable on or before the <i>settlement date</i>		\$0.00	\$0.00
Service Fee – payable monthly in arrears on each loan and included in <i>your</i> repayments		\$0.00	\$10.00 per month per <i>loan</i>
Title Protection Fee – payable to <i>us</i> on or before the <i>settlement date</i> in relation to the legal risks we take in entering into this loan with <i>you</i> (including without limitation the risk that we do not have legally enforceable <i>security</i>)		\$0.00	\$0.00
Valuation Fee - payable on or before the <i>settlement date</i>		\$0.00	\$0.00
Government charges			
Payable to the Government Revenue Office in Queensland			
Mortgage Stamp Duty – payable on or before the <i>settlement date</i>		\$0.00	\$0.00
Payable to Land Titles Office in Queensland			
Discharge Fee for Existing Mortgage – payable on or before the <i>settlement date</i>		\$132.50	\$0.00

Transfer Registration Fee – payable on or before the <i>settlement date</i>	\$132.50	\$0.00
Mortgage Registration Fee – payable on or before the <i>settlement date</i>	\$132.50	\$0.00
Property Search Fee – payable on or before the <i>settlement date</i>	\$25.30	\$0.00
Other charges		
N/A	\$0.00	\$0.00
Totals (other than post-settlement periodic fees)	\$942.80	\$395.00
Total fees and charges payable (other than post-settlement periodic fees)		\$1,337.80
Total periodic fees and charges payable assuming constant fees and that the loan runs for 30 years		\$3,600.00
Total fees and charges payable		\$4,937.80

SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)		Payable by you (if applicable)
THESE FEES AND CHARGES <u>MAY</u> BECOME PAYABLE IN CONNECTION WITH THIS LOAN AGREEMENT		
Account Resolution Fee – payable to us in relation to each <i>loan</i> that we refer to a collection specialist when <i>your loan</i> has been in <i>default</i> for at least 30 days on a day which a repayment is due following such a referral		\$495.00
Default Administration Fee – payable to us in relation to each <i>loan</i> on each day on which a repayment is due and <i>you</i> have been in default for less than 90 days at any time in the period after the immediately preceding repayment was due		\$95.00
Default Management Fee – payable to us in relation to each <i>loan</i> on each day on which a repayment is due and <i>you</i> have been in default for at least 90 days at any time in the period after the immediately preceding repayment was due		\$195.00
Discharge Administration Fee - payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by us regardless of whether such discharge actually occurs		\$395.00
Discharge Legal Fee - payable in relation to fees and charges we incur whenever the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by us		Not Ascertainable (The amount charged to us by external providers)
Dishonour Fee - payable to us when a payment <i>you</i> make (such as a direct debit, salary deduction or cheque) is dishonoured		\$25.00 per dishonour
Document Fee – payable to us at the time <i>you</i> or a <i>security provider</i> request us to produce a document to the land titles office or its equivalent		\$25.00 per document
Duplicate Fee - payable to us when we provide a copy of any statement, notice or other document at <i>your</i> request		\$10.00 per copy document
Expired Insurance Fee – payable to us, on each day on which a repayment is due, for each <i>security</i> in respect of which <i>you</i> have undertaken to maintain insurance (under a mortgage or otherwise) but in respect of which <i>you</i> have not provided us with evidence of ongoing valid building insurance		\$50.00
Funds Transfer Fee – payable to us in respect of the amount we incur with our bank for the transfer of funds to our solicitors or settlement agent when funds are transferred by telegraphic transfer		\$48.00
Pay Out Fee - payable to us when <i>you</i> receive from us a written statement of the amount needed to pay out this loan provided at <i>your</i> request		\$10.00 for each statement
Property Substitution Fee – payable to us when <i>you</i> ask us to substitute a new property for one over which we have a <i>security</i>		\$500.00 per new property
Rebatable Application Fee – debited to one or more <i>loan account(s)</i> in accordance with the terms and conditions of <i>your loan</i> within 2 <i>business days</i> of the <i>settlement date</i> . The Rebatable Application Fee forms part of the <i>total amount owing on the loan account</i> of each <i>loan account</i> to which it (or part of it) is debited. Interest will not be charged on the Rebatable Application Fee at any time unless the <i>total amount owing on the loan accounts</i> becomes due for payment as a result of <i>your</i> being in default (see clause 7). Further, we will credit the relevant <i>loan account(s)</i> with the Rebatable Application Fee if <i>you</i> do not repay the <i>total amount owing on the loan accounts</i> within 4 years after the <i>settlement date</i> and the <i>total amount owing on the loan accounts</i> is not due for payment before the date 4 years after the <i>settlement date</i>		\$0.00

Title Production/Consent Agent's Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event		Not Ascertainable. The amount charged to <i>us</i> by <i>our</i> external providers for the production of a title document or dealings with an electronic title
Title Production/Consent Fee - payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event		\$250.00 per title per production or consent
Valuation Fees - payable to <i>us</i> when we obtain a valuation of a property secured by a <i>security</i> or otherwise for the purpose of this loan after the <i>settlement date</i>		Not ascertainable. (The amount charged to <i>us</i> by external providers)
Variation Fee – if <i>you</i> request to increase <i>your</i> loan amount during the term of <i>your</i> loan		\$275.00
NOTE	<p>Under this loan agreement, any of the following information which is given above may be varied without <i>your</i> consent:</p> <ul style="list-style-type: none"> - the <i>annual percentage rate</i> (including changing any applicable margin or reference rate) - the amount, method of calculation, number, repayment dates or frequency of repayments, or period over which repayments are to be paid - the total amount of interest charges or repayments - the amount and type of fees and charges and when they are payable (including by imposing new fees and charges or changing the calculation method of a fee or charge). 	

OTHER DETAILS	
REDRAW AVAILABILITY	Not Applicable
DEFAULT RATE(S)	The <i>default rate</i> at any time for any <i>loan</i> equals the <i>annual percentage rate</i> specified in, or notified under, this deed of loan and guarantee at that time plus a margin of 2.00% per annum As at the <i>disclosure date</i> , the <i>default rate</i> is 9.80%.
COMMISSIONS	A commission of \$1,531.20 is to be paid by <i>us</i> to WPS Financial Group (NSW - LoanKit) (Talha Mansoor) for the introduction of credit business. A further commission is payable by <i>us</i> to WPS Financial Group (NSW - LoanKit) (Talha Mansoor) but the amount is unascertainable No other commissions are payable in relation to <i>your loan(s)</i>
SECURITY PROPERTY	The following mortgages, other securities and guarantees, if any, have been or are to be taken by <i>us</i> : Security Address # 1. 10/'Riverwood 62', 30 Moonie Drive COOMERA 4209, QLD Australia Mortgage Status # 1. New Mortgage Registered Number # 1. Minimum Building Insurance # 1. \$290,000.00 Name of mortgagor(s) # 1. Nysten Family Super Investments Pty Ltd ACN 154 583 463 in its own right and as trustee for the Nysten Family Bare Trust
GUARANTEE(S)	Guarantor Name: Mr Michael Nysten Guarantor Address: 211 Darby Street, COOKS HILL, NSW 2300 Guarantor Name: Mrs Melissa Nysten Guarantor Address: 211 Darby Street, COOKS HILL, NSW 2300 Guarantor Name: Nysten Family Super Investments Pty Ltd ACN 154 583 463 in its own capacity and as trustee for the Nysten Family Bare Trust Guarantor Address: 29 Solander Drive, St Clair NSW 2759
PROPERTY TRUST	Property Trust Name: Nysten Family Bare Trust Property Trust ABN:

LOAN-TO-SECURITY PERCENTAGE Your loan-to-security percentage is 80.00%.

SPECIAL CONDITIONS

1. A Copy of the amended/varied Property Trust Deed (as per instructions from Liberty) required prior to settlement.
2. Transfer of Land for Unit 10 'Riverwood 62', 30 Moonie Drive, COOMERA QLD 4209 (original to be stamped at settlement) to be amended to record the transferee as Nysten Family Super Investments Pty Ltd ACN 154 583 463 as trustee required prior to settlement.

OFFER BY SECURE FUNDING PTY LTD

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

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

Signed on behalf of Secure Funding Pty Ltd

.....
Operations Officer

Mailing address: C/- Level 16, 535 Bourke Street,
Melbourne 3000 VIC Australia

Date of offer: 05/03/2012

ACCEPTANCE BY CUSTOMER

IMPORTANT

BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that *you* know exactly what contract *you* are entering into and what *you* will have to do under the contract.
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything *you* do not understand.
- You should consider seeking independent legal advice before entering into this arrangement.

THINGS YOU MUST KNOW

- 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.
- **You do not** 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.
- If *you* are to take out insurance, the credit provider cannot insist on any particular insurance company.
- 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.
- If this contract document says so, the lender can charge a fee if *you* pay out *your* contract early.

I/We acknowledge that it has been recommended the I/We obtain independent legal advice in respect of the meaning and effect of this finance arrangement. I/We have been provided with an opportunity to obtain independent legal advice prior to entering into this arrangement, and have chosen not to do so.

EXECUTED by **Nysten Family Super Pty Ltd ACN 138 474 647** in its own capacity and as trustee for the **Nysten Family Super Fund** in accordance with section 127(1) of the Corporations Act

Registered Office:
29 Solander Drive St Clair NSW 2759

.....
Signature of **Melissa Anne Nysten** Date 16/3/2012
Director
Address : 211 Darby Street, Cooks Hill NSW 2300

.....
Signature of **Michael Ken Nysten** Date 16/3/2012
Director
Address : 211 Darby Street, Cooks Hill NSW 2300

ACCEPTANCE BY GUARANTOR - INDIVIDUAL

Important Acknowledgment

Before The Guarantor Signs

- * The *guarantor* should read this document, including the *guarantee and indemnity* in clause 15 and the terms relating to this arrangement or financial obligation to be guaranteed.
- * The *guarantor* should obtain independent legal and financial advice.
- * The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

Things The Guarantor Must Know

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

Signed by each individual guarantor

MICHAEL KEN NYSTEN

Name of Guarantor (BLOCK LETTERS)

Michael Ken Nysten

Signature of Guarantor

In the presence of:

Susan Ellen Joyce Fithers

Name of Witness (BLOCK LETTERS)

Signature of Witness

Capacity:

Date: 16 1 3 12012

MELISSA ANNE NYSTEN

Name of Guarantor (BLOCK LETTERS)

Melissa Anne Nysten

Signature of Guarantor

In the presence of:

Susan Ellen Joyce Fithers

Name of Witness (BLOCK LETTERS)

Signature of Witness

Capacity:

Date: 16 1 3 12012