

BMW Financial Services



CHattel MORTGAGE AGREEMENT

APPLICATION NO: 2023038....

TO: **BMW Australia Finance Ltd** ABN 78 007 101 715, trading as BMW Financial Services
of 783 Springvale Rd, Mulgrave, Victoria ('BMW Financial Services')

The Borrower named in item 1 in the Schedule offers to borrow from BMW Financial Services the sum described in item 2 in the Schedule and, for the purpose of securing repayment of the Amount Financed together with the Credit Charge specified in item 3 of the Schedule and all other amounts payable by the Borrower to BMW Financial Services under the Agreement, the Borrower hereby grants a mortgage over the Mortgaged Property described in item 6 of the Schedule to BMW Financial Services subject to the provisions contained in this Offer and in the Terms and Conditions.

SCHEDULE

1. BORROWER Mantilla Medical Pty Ltd
Name: Mantilla Medical Pty Ltd
Address: Unit 4 90 Terailba Rd, ADAMSTOWN (State) NSW (Postcode) 2289
Name: (State) (Postcode)
Address: (State) (Postcode)
ABN (if applicable):

2. AMOUNT FINANCED

\$78,286.74 to be disbursed as follows:

Kloster BMW	\$77,096.74
Dealer Origination Fee	\$0.00
VSR Fee	\$0.00
Contract Stamp Duty	\$385.00
ASIC Fee	\$9.00
ASIC Search Fee	\$257.00
Purchase Price Insurance	\$144.00
Motor Equity Insurance	\$0.00
MV Insurance	\$0.00 for insurance premiums to
Warranty Insurance	\$0.00 for insurance premiums to
Tyre & Rim Insurance	\$0.00 for insurance premiums to
Finance Protection Insurance	\$0.00 for insurance premiums to
Other Insurance	\$0.00 for insurance premiums to
Establishment Fee being	\$395.00
less Loyalty Bonus	\$0.00
	<u>\$395.00</u>

3. CREDIT CHARGE

\$21,962.19

The Borrower acknowledges that if this Agreement terminates early the Borrower must repay the full amount of the Money Secured less the Rebate.

A monthly account keeping fee of \$0.00 per month will be payable.

The following fees may also be payable:

- If a cheque is dishonoured \$15.00
- If a direct debit is dishonoured \$5.00
- Arrears actions fees, if we issue any statutory notice as a result of a payment default, \$0.00 per notice.
- Duplicate fee, if we provide a written statement of the amount owing at your request \$0.00 per copy.
- Payout statement fee, if we provide a written statement of the amount owing at your request \$0.00 per copy.
- Early termination fee of \$0.00 multiplied by the number of months in the Term still to go rounded up to the nearest whole number and dividing that number by the total of months in the Term.



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4. TOTAL AMOUNT PAYABLE
\$100,248.93 (Amount Financed plus Credit Charge)

5. PAYMENTS:
The Total Amount Payable is payable to BMW Financial Services at the address set out above by instalments as follows:
by 60 consecutive monthly instalments of \$1,323.30 each, commencing on the Date of Offer
and payable on the same date in successive monthly intervals thereafter and one final monthly instalment of
\$20,850.93 payable at the expiration of 60 months from the Date of Offer.

6. MORTGAGED PROPERTY:
Year: 2011 Make: BMW Model: X3 F25 XDRIVE20D WAGON 4DR STEPTRONIC 8SP 4X4
Body Type: WAGON Colour: VERMILION RED Reg No: BZY90B
Engine No: 73957877N47D20C VIN / Chassis No: WBAWY32000L679992 Kilometres: 17
Options / Accessories: METALLIC PAINT, NAVIGATEION SYSTEMS, ADAPTIVE HEADLIGHTS, BI XENON HEADLIGHTS, CONI
The Mortgaged Property will normally be garaged or kept at: Unit 4 90 Teralba Rd, ADAMSTOWN, NSW, 2289

7. GUARANTOR
Name: Anecito Mantilla
Address: Unit 4 90 Teralba Rd, ADAMSTOWN State: NSW Postcode: 2289
Name: _____ State: _____ Postcode: _____
Address: _____ State: _____ Postcode: _____

8. DEALER
Kloster BMW

9. DATE OF OFFER
Date of Offer: 1 / 11 / 11

This document constitutes a tax invoice for purposes of GST.

ACKNOWLEDGMENT AND DECLARATION BY BORROWER

The Borrower and, if more than one, each Borrower:

1. acknowledges having received from the Dealer or BMW Financial Services **PRIOR** to signing this Offer:
 - (a) a copy of the Terms and Conditions marked **BMWCM/A-01/11**; and
 - (b) a copy of this Offer (including the Schedule),
 and acknowledges that the Borrower has read and understands those documents and agrees to be bound by them;
2. acknowledges by executing this Offer that, where the Goods are second-hand, all conditions and warranties as to quality and as to fitness and suitability are expressly negated by BMW Financial Services and the Dealer and the Borrower acknowledges that the statements that the Goods are second-hand and that such conditions and warranties are expressly negated were brought to the Borrower's notice **PRIOR** to the Borrower executing this Offer;
3. declares that the Borrower has not made known to the Dealer or any servant or agent of the Dealer any particular purpose for which it may require the Goods and the Borrower has thoroughly examined the Goods and depended on the Borrower's own judgement; and
4. declares that the Borrower is not bankrupt or insolvent.

EXECUTION BY BORROWER

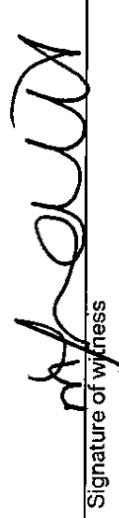
(if individual(s))

Signed by the Borrower in the presence of:

SIGN HERE x


Signature of the Borrower

WITNESS SIGN HERE x


Signature of witness

WITNESS NAME HERE x

MICHELE TRAIL
Print name of witness

Signed by the Borrower in the presence of:

SIGN HERE x

Signature of the Borrower

WITNESS SIGN HERE x

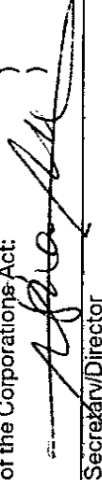
Signature of witness

WITNESS NAME HERE x

Print name of witness

(if company)

EXECUTED on behalf of
)
)
)
)
)
in accordance with Section 127
of the Corporations Act:


Secretary/Director

Director

DR A MANTILLA
Full Name (please print)

Full Name (please print)

GUARANTEE AND INDEMNITY

In consideration of BMW Financial Services at the request of the Guarantor (as the Guarantor acknowledges) agreeing to enter or entering into the Agreement with the Borrower, the Guarantor named in item 7 above has agreed to execute and provide to BMW Financial Services a guarantee and indemnity for the obligations of the Borrower to BMW Financial Services under the Agreement, on the provisions set out in the Terms and Conditions, including clause 21 of the Terms and Conditions (**Guarantee**).

ACKNOWLEDGEMENT BY GUARANTOR

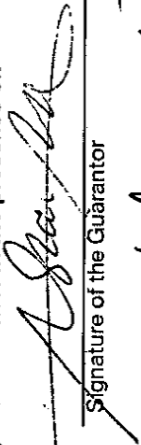
The Guarantor and, if more than one, each Guarantor:

- acknowledges having received from the Dealer or BMW Financial Services **PRIOR** to signing this Guarantee:
 - a copy of this Offer, including the Schedule; and
 - a copy of the Terms and Conditions marked **BMWFCMA-01/11** which sets out the terms of the Guarantee, and acknowledges that the Guarantor has read and understands and has obtained legal advice in relation to the terms of those documents, in particular the nature and effect of the guarantee and indemnity contained in clause 21 of the Terms and Conditions;
- acknowledges that, by signing this Guarantee, the Guarantor has provided a guarantee and indemnity to BMW Financial Services on the terms set out in clause 21 of the Terms and Conditions for the performance of the Borrower's obligations to BMW Financial Services under the Agreement; and
- acknowledges that BMW Financial Services is relying on this acknowledgement by the Guarantor in accepting the Offer if BMW Financial Services chooses to do so.

EXECUTION BY GUARANTOR

(if individual(s))

Signed by the Guarantor in the presence of:

SIGN HERE x  Signature of the Guarantor

WITNESS SIGN HERE x  Signature of witness

WITNESS NAME HERE x MICHELE TRAILS
Print name of witness

Signed by the Guarantor in the presence of:

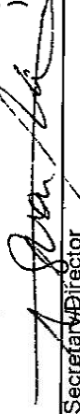
SIGN HERE x _____ Signature of the Guarantor

WITNESS SIGN HERE x _____ Signature of witness

WITNESS NAME HERE x _____
Print name of witness

(if company)

EXECUTED on behalf of)
)
in accordance with Section 127)
of the Corporations Act:)

 Secretary/Director
DR A MANTILLA
Full Name (please print)

Director

Full Name (please print)

Date of execution by Guarantor: 1 / 11 / 2011

ACCEPTANCE BY BMW FINANCIAL SERVICES

**FOR BMW
FINANCIAL
SERVICES
USE ONLY**

Accepted for and on behalf of BMW Financial Services on the ____ day of ____ 20____, by being signed by an Officer of BMW Financial Services.