

Undertaking by Outgoing Mortgagee in favour of Incoming Mortgagee for Delivery of Documents

Outgoing Mortgagee: [name, ACN] : _____

Outgoing Mortgagee contact: [name, physical address, email address of person who will send the documents]:

Incoming Mortgagee: [name, ACN]: _____

Incoming Mortgagee contact: [name, physical address, email address of person who will be sent the documents]

Date: [date of undertaking]: _____ **PEXA Workspace ID:** _____

The Outgoing Mortgagee irrevocably and unconditionally undertakes and agrees to:

- (a) send or deliver by [express post/registered post/courier/hand delivery/DX] [**circle as applicable*] the original document[s] noted below to the Incoming Mortgagee (at the address for the Incoming Mortgagee set out above) within [2] Business Days after the date settlement in respect of the above PEXA Workspace ID is completed in the PEXA Workspace (the **Settlement Date**); and
- (b) provide all reasonable assistance to the Incoming Mortgagee and take all reasonable steps within its control to locate or replace those original document[s] at its cost if the Incoming Mortgagee notifies the Outgoing Mortgagee in writing that they have not been received by the Incoming Mortgagee within [10] Business Days of the Settlement Date.

This undertaking is governed by the laws of the Governing Jurisdiction and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under those laws.

Business Day means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for general business in the Governing Jurisdiction.

Governing Jurisdiction means [New South Wales / Victoria / Queensland / South Australia / Western Australia / Tasmania / Northern Territory / Australian Capital Territory]. [**circle as applicable*]

Document Type: _____ Unique ID: _____

Document Type: _____ Unique ID: _____

Document Type: _____ Unique ID: _____

Document Type: _____ Unique ID: _____

Document Type: _____ Unique ID: _____

Each person executing this undertaking confirms that he or she is duly authorised to sign and deliver this undertaking on behalf of the Outgoing Mortgagee and has no notice of the revocation of that authority.

Executed by the Outgoing Mortgagee/Party executing on behalf of Outgoing Mortgagee [**circle as applicable*]:

_____] as a deed poll.