

**Dated:**

**04 January 2021**

**Between**

**The Foate Family Superannuation Scheme**

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**("the Lender")**

**And**

**Anthony Foate**

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**("the Borrower")**

## Loan Agreement

**THIS AGREEMENT** is made on 04 January 2021

**BETWEEN**                      **The Foate Family Superannuation Scheme**  
  ("the Lender")

**and**                                **Anthony Foate**  
  ("the Borrower")

### RECITALS

- A.        The lender has agreed to lend the Principal Sum to the Borrower on the terms and conditions contained in this Agreement.

### AGREEMENT

#### 1.        **Definitions and Interpretations**

##### 1.1       **Definitions**

In this agreement, unless the context otherwise requires:-

"**Borrower**" means Anthony Foate

"**Interest Rate**" means an interest rate at ATO Benchmark Rate for each year

"**Lender**" means The Foate Family Superannuation Scheme

"**Principal Sum**" means the sum up to \$71,000

"**Repayment Date**" no later than 30 June 2023

## **1.2 Interpretation**

In this agreement, unless the context otherwise requires:-

- (a) Words denoting the singular includes the plural and vice versa;
- (b) Words denoting any gender include all gender;
- (c) Words denoting natural persons include corporations and vice versa;
- (d) Reference to clauses are references to clauses in this Agreement; and
- (e) Headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

## **2. Loans**

- 2.1 The Lender agrees to lend the Principal Sum to the Borrower.
- 2.2 The Borrower agrees to borrow the Principal Sum from the Lender.
- 2.3 The Borrower will pay interest on the Principal Sum at the Interest Rate
- 2.4 The Borrower will repay the Principal Sum to the Lender on the Repayment Date.
- 2.5 The Borrower will pay interest on the Principal Sum at the Interest Rate, on a Monthly basis to the lender.

## **3. Miscellaneous**

- 3.1 The Borrower agrees to maintain all fund assets in good order and repair.
- 3.2 The Borrower agrees to pay all stamp duty payable on this Agreement.
- 3.3 This Agreement may be executed in counterpart and is binding when the Borrower and Lender have each executed a counterpart.
- 3.4 There shall be no penalty for the early repayment of this loan facility.

EXECUTED AS AN AGREEMENT

Foate Family Superannuation Scheme  
"Lender"

  
\_\_\_\_\_  
Signature

Anthony Foate  
"Borrower"

  
\_\_\_\_\_  
Signature

Witness

Name: Annabolee Dooley Signature: 

Address: 51 LG 77-79 Huntcl St.  
Nile  
\_\_\_\_\_  
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