



**Credit
Connect**

A: 60/1 Arbour Avenue
Robina QLD 4226
T: 1300 795 507
E: info@ccg.com.au
P: PO Box 3574
Robina QLD 4230
W: www.ccg.com.au
ABN: 94 121 286 315

Mortgage Administration Authority

This Agreement is made between:

Credit Connect Pty Ltd, A.C.N: 121 286 315 ("CC")

AND

Jopol Pty Ltd, A.C.N: 001 301 006, As Trustee for Graeme Pollard Staff Super Fund,
A.B.N: 31 268 338 384 ("The Lender")

*\$425K
Refinance
16/12/21
to 5yr
George*

- A. Jopol Pty Ltd, A.C.N: 001 301 006, as Trustee For Graeme Pollard Staff Super Fund, A.B.N: 31 268 338 384, intends to become the lender of a mortgage loan facility to Serendipity Mount Marsden Pty Ltd, A.C.N: 646 776 847 and KB & JF Consulting Pty Ltd, A.C.N: 643 818 151, As Trustee For K & J Family Trust A.B.N: 47 489 504 642 ("The Borrower") in accordance with the Discussion Paper and Finance Proposal provided to the Lender by CC.
- B. The mortgage loan facility is to be secured by first mortgage on property located at 1783 Glen Alice Road, Mount Marsden, New South Wales 2849 ("The Mortgage Property").
- C. The Lender wishes to engage CC as its mortgage manager for the purposes of Serendipity Mount Marsden Pty Ltd, A.C.N: 646 776 847 and KB & JF Consulting Pty Ltd, A.C.N: 643 818 151, As Trustee for K & J Family Trust A.B.N: 47 489 504 642 loan on the terms and conditions contained in this Agreement.
- D. The Lender acknowledges, that by agreeing to proceed with this advance, they have made a contractual representation to the borrower to provide the finance on the terms nominated herein and agree to indemnify CC from any claims that may arise from this transaction.
- E. The terms of this Agreement and Commercial details are as follows:
 1. The total advance to the Borrower is \$425,000.00.
 2. The funds are to be provided by Jopol Pty Ltd, A.C.N: 001 301 006, as Trustee for Graeme Pollard Staff Super Fund, A.B.N: 31 268 338 384, of 226 Invercauld Road, Goonellabah 2480.
 3. The address of the security property is 1783 Glen Alice Road, Mount Marsden, New South Wales 2849. Legally described as Lot 1 DP259378.
 4. The Borrower is Serendipity Mount Marsden Pty Ltd, A.C.N: 646 776 847 and KB & JF Consulting Pty Ltd, A.C.N: 643 818 151, As Trustee for K & J Family Trust A.B.N: 47 489 504 642.
 5. The term of this loan facility is 12 months. The interest rate payable by the Borrower is 13.75% per annum reducing to 9.75% per annum for payment of interest being made on time. Interest for this loan facility is payable Twelve (12) in advance at settlement.

6. The loan is to be secured in the form of the following:
 - a) Registered first mortgage over property situated at 1783 Glen Alice Road, Mount Marsden, New South Wales 2480 legally described as Lot 1 DP259378.
 - b) General Security Agreement (GSA) to be entered into between the Lender and Serendipity Mount Marsden Pty Ltd, and KB & JF Consulting Pty Ltd, As Trustee for K & J Family Trust and registered on PPSR
 - c) Directors of Serendipity Mount Marsden Pty Ltd, and KB & JF Consulting Pty Ltd, As Trustee for K & J Family Trust are to provide personal, unlimited, joint and several guarantees.
7. The Lender consents to CC collecting the interest payments from the Borrower where applicable.
8. The Lender acknowledges that they shall receive a return of 7.75% per annum, with Twelve (12) months interest of \$32,937.50 paid in advance at settlement. In the event the Borrower defaults the Lender will receive default interest at a rate of 11.75% per annum.
9. CC for its services shall receive an amount of 2% per annum of the loan amount, payable by the Borrower. CC is entitled to the following fees payable by the Borrower, in consideration of its services:
 - \$1,100.00 Establishment Fee (Including GST)
 - \$7,012.50 Approval Fee (1.5% of the total advance Including GST)
10. The Lender acknowledges that the loan will be settled electronically through Property Exchange Australia (PEXA). The Lender/Director(s) agrees to provide identification documents sufficient to meet the standards under schedule 8 - Verification of Identity Standard of the Model Participation Rules of the Electronic Conveyancing National Law. Further the Lender acknowledges CC can sign any documents provided by Law Firms acting on this matter with regards to verification of identity.
11. The Lender acknowledges and consents that CC, its directors, and/or employees have in no form made any representations, guarantees, undertakings and/or warranties into the viability of this transaction and or provided any financial advice.
12. The Lender confirms that they are a Sophisticated Investor as defined under the Corporations Act, and they made their own investigations into the commercial viability of this transaction and are satisfied with same and undertake to indemnify CC, CC'S Directors and/or employees from any legal claims that they may have which arise from this transaction. The Lender acknowledges they have satisfactorily undertaken their own due-diligence with regards to the entity or entities that are providing the advance to the Borrower to ensure the entity or entities are legally and contractually able to provide the advance.
13. The offer pertaining to this Mortgage Administration Authority is not a retail offer and is made only to Wholesale Investors (*wholesale clients and sophisticated investors as defined in section 761G and 761 GA of the Corporations Act 2001*).
14. This agreement can only be cancelled with the written consent from both parties herein. In the event the Borrower defaults on its obligations under the Loan Agreement, the Lender agrees to appoint CC to administer and rectify the default and for its services CC will be entitled to charge a default management fee in the sum of \$360.00 per hour whereby this fee is payable by the Borrower.

The Lender hereby acknowledges and consents to the terms herein

Dated this 19th day of FEBRUARY 2021.

Signature: *GRAEME JOSEPH POLLARO* *JUDITH M POLLARO*
Full Name: GRAEME JOSEPH POLLARO JUDITH MARY POLLARO
Email Address: POLLAROX@GMAIL.COM

The Lender requires the prepaid interest payment to be deposited into their nominated bank account, details are as follows:

Name of Bank Account: JOPOL Pty LTD A/C GRAEME POLLARO STAFF SUPER FUND
Name of Bank: ST GEORGE BANK
BSB Number: 112 879
Account Number: 473333403

Please sign and return this original document along with a copy of identification.

John 041721944,

Kama 0422466876.

JFKO County Sun - Pk.

JAVIER Arango