

**DEED OF LOAN AND GUARANTEE**

**THIS DEED ON LOAN** is made the 21st day of June 2013

**BETWEEN:** Deepak Prakash & Krishnaveni Naidu As Trustee For Kreedha Superannuation Fund of 18 Bearcat Court Bray Park in the state of Queensland  
("the Lender")

**AND:** Tirumala Polamarasetty of Dockside, Melbourne in the state of Victoria  
("the Borrower")

**RECITALS**

- A. The Borrower has previously requested the Lender to lend and advance the sum of **FIFTEEN THOUSAND DOLLARS -\$15 000.00** ("the Loan Monies") to the Borrower.
- B. The Borrower has agreed to guarantee repayment of the Loan Monies and interest as herein provided to the Lender upon the terms of the guarantee hereto annexed marked "A".
- C. The Lender lent and advanced the Loan Monies to the Borrower on 21st day of June 2013.

**AGREEMENT**

1. The Borrower acknowledges having received the Loan Monies from the Lender on 21st day of June 2014.
2. The Borrower will pay interest to the Lender at the rate of ten per cent (10%) per annum calculated on the Loan Monies or on so much thereof as shall be owing by the Borrower to the Lender from time to time, such interest to be paid quarterly(3 months).
3. The term of this loan is for a period no more than 5years from the date of this deed.
4. The Loan Monies and any interest owing hereunder shall also become due and payable to the Lender upon death of the Borrower or if a Receiver, or Receiver and Manager, Official Manager, Trustee, Voluntary Administrator, Provisional Liquidator or similar officer is appointed for all or any part of the assets or undertaking of the Borrower and is not removed within twenty-eight days.

5. The Borrower shall be entitled if it so wishes to make repayment of part or all of the Loan Monies to the Lender from time to time before the events mentioned in clauses 3 and 4 hereof.
6. The Borrower hereby acknowledges and agrees that in consideration of the Lender lending and advancing the Loan Monies to the Borrower he had guaranteed repayment of the Loan Monies and payment of interest as aforesaid upon the term contained in the Guarantee hereto annexed marked "A"

**SIGNED SEALED AND DELIVERED**

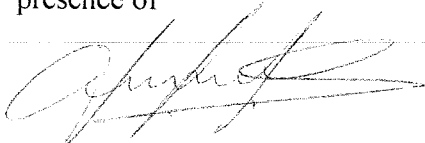
by **Tirumala Polamarasetty**  
in the presence of:



A Justice of the Peace / Solicitor

**SIGNED SEALED AND DELIVERED**

By **Deepak Prakash** as trustee of KREEDA SUPERANNUATION FUND in the presence of

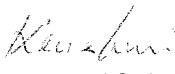


A Justice of the Peace / Solicitor

And

**SIGNED SEALED AND DELIVERED**

By **Krishnaveni Naidu** as trustee of KREEDA SUPERANNUATION FUND in the presence of



A Justice of the Peace / Solicitor

“A”

**TO: Deepak Prakash & Krishnaveni Naidu As Trustee For Kreedha Superannuation Fund** of 18 Bearcat Court Bray Park in the state of Queensland.

**I: Tirumala Polamarasetty of Dockside, Melbourne** in the state of Victoria.

**IN CONSIDERATION** of you lending to Tirumala Polamarasetty (“the Borrower”) the amount of the Loan Monies referred to in the Deed of Loan annexed hereto and executing such Deed **DO HEREBY GUARANTEE** the punctual and faithful performance and observance by the Borrower of the terms of the said Deed of Loan and of all the Borrower’s obligations whatsoever to you while any monies remain owing to you under the Deed of Loan **AND I HEREBY ACKNOWLEDGE** that this Guarantee shall be a continuing security and shall not be affected or avoided in any way by any agreement or arrangement made between you and the Borrower or by any alterations of variations to the rights or obligations of any of the said Deed of Loan or by the granting of any time or other indulgence or forbearance by you to the Borrower of any other thing whatsoever which under the law relating to sureties would but for this provision affect or avoid this guarantee and whether any of the aforesaid matters occur whether with or without my consent **AND I FURTHER AGREE THAT** you shall be at liberty to regard me in all respect as a principal party and shall not be obliged to take action first against the Borrower **AND THAT** my obligations hereunder shall not merge or be deemed to have been merged in any judgment obtained by you against the Borrower **AND THAT I** shall remain liable to you in terms of this Guarantee notwithstanding that you may in the meantime obtain judgment against the Borrower.

My liability under this Guarantee shall not be discharged until all terms of the said Loan Agreement have been faithfully performed and observed.

**IN WITNESS WHEREOF** these present have been executed  
this 21 day of June 2013.

**SIGNED SEALED AND DELIVERED**  
by the said Tirumala Polamarasetty in the presence of:

