

LOAN AGREEMENT

DEED dated 08/09/2021

BETWEEN **ANNALISE PTY LTD (ABN 84 779 094 863) atf Annalise Pty Ltd
Superannuation Fund**
Of Unit 49B, 2 Slough Avenue Silverwater NSW 2128
As Lender

AND **MAYFAIR PROPERTY LETS BUILD WEATH PTY LTD
(ACN 611 191 026) ('Mayfair')**
Of 31A Windarra Street Narwee NSW 2209
As Borrower

RECITALS

- A. The Borrower is in the business of property development and wishes to borrow \$200,000.00 from the Lender for a development project at 12 Lorica St Broadmeadows Victoria 3047.
- B. The Lender has agreed at the request of the Borrower to provide a loan to the Borrower in the sum of \$200,000.00.
- C. The Lender and the Borrower have agreed to enter into this agreement to set out the terms and conditions of the loan facility.

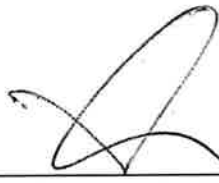
IT IS AGREED AS FOLLOWS:

- 1. In consideration of the Lender making a loan of \$200,000.00 ('Loan') to the Borrower on 10 September 2021, the Borrower agrees to pay to the Lender on or before 10 September 2023 the principal amount of \$200,000.00 and an interest component of \$40,000.00.
- 2. Notwithstanding anything contained elsewhere in this Deed, the whole of the loan shall become repayable immediately, and the full amount of interest charged, on the happening of any one or more of the following events without the necessity for any notice or demand:
 - (i) If default be made by the Borrower in the due and punctual payment of the principal amount and interest on or before 10 September 2023;
 - (ii) If default be made by the Borrower in the observance or performance of any of its covenants or obligations contained herein; and

- (iii) If the Borrower makes and arrangements with creditors, is placed into administration or becomes insolvent.
- 3. The repayment of the principal amount and interest is to be made by the Borrower to the Lender as the Lender directs in writing.
- 4. The Borrower represents and warrants to the Lender that:
 - (i) It is registered as a company under the *Corporations Act 2001*;
 - (ii) It has full power and authority under its constitution to enter into this agreement and to do all things required by this agreement;
 - (iii) It is not in default or payment plan under any deed, agreement or other document, or obligation to which it is a party, or by which it is bound, or in respect of any financial commitment or obligation which default, or difficulty is reasonably likely to adversely affect the ability of the Borrower to comply with its obligations under this agreement;
 - (iv) It is not aware of any litigation or administrative or other proceedings that have been initiated or threatened against the Borrower or any of the Borrower's assets which would or might have a material adverse effect upon the business, assets or financial condition of the borrower.
- 5. The proper law of this agreement shall be the Law of the State of New South Wales.


EXECUTED AS A DEED AT 08/09/2021

**Executed by ANNALISE PTY LTD (ACN
160 034 515) in accordance with s.127
Corporations Act 2001:**)
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Paul Giezekamp – Sole Director

**Executed by MAYFAIR PROPERTY LETS
BUILD WEALTH PTY LTD (ACN 611 190
0269) in accordance with s.127
Corporations Act 2001:**)
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Mandy Chaaya – Sole Director