

## **LOAN AGREEMENT**

**THIS LOAN AGREEMENT (this "Agreement") dated this 12<sup>th</sup> day of March, 2020**

### **BETWEEN:**

KSAMJ Investments Pty Ltd The Trustee for The Jackson & Small Family SMSF ABN 34 176 307 300  
(The "Lender")

**OF THE FIRST PART**

**AND**

Zachary Turkeli  
(The "Borrower")

**OF THE SECOND PART**

**IN CONSIDERATION OF** the lender loaning certain monies (the "loan") to the Borrower, and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

### **Loan Amount & Interest**

1. The Lender promises to loan \$350,000.00 to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 8.99 percent per annum, calculated over the loan period of 120 days, beginning 12 March 2020.

### **Payment**

2. This loan will be repaid in full by 10 July 2020.
3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

### **Default**

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

### **Governing Law**

5. This Agreement will be construed in accordance with and governed by laws of the State of New South Wales

### **Costs**

6. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the lender immediately upon demand of the Lender.

### **Binding Effect**

7. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

### **Amendments**

8. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the lender.

### **Severability**

9. The clauses and paragraphs contained in the Agreement are intended to be read and construed independently of each other. If any term, covenant condition of provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

### **General Provision**

10. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **Entire Agreement**

11. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

**IN WITNESS WHEREOF**, the parties have duly affixed their signatures on this 12<sup>th</sup> day of March 2020.

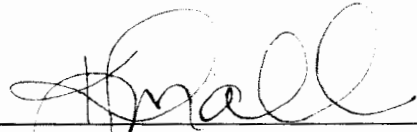
**SIGNED, SEALED, AND DELIVERED**

This 12<sup>th</sup> day of March 2020



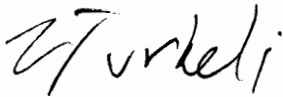
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Ann Maree Jackson  
Member



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Kylie Small  
Member



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Zachary Turkeli