

Orton Super Fund

General Ledger

As at 30 June 2018

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Amounts owing by Other Persons (60100)</b>					
<u>Loan to Taggart Family (00001)</u>					
23/10/2017	Transfer to other bank netbank Taggart		100,000.00		100,000.00 DR
24/10/2017	Transfer to other bank netbank Taggart		20,000.00		120,000.00 DR
26/02/2018	Interest from Loan to Taggart Family		11,000.00		131,000.00 DR
			<b>131,000.00</b>	<b>&lt;p2&gt;</b>	<b>131,000.00 DR</b>
<b>Total Debits:</b>		<b>131,000.00</b>			
<b>Total Credits:</b>		<b>0.00</b>			

## LOAN AGREEMENT AND DIRECTORS/PERSONAL GUARANTEE

This agreement is made this      day of October 2017

**BETWEEN**      ROBERT DARREN TAGGART as trustee for TAGGART FAMILY TRUST  
CUSHDEN HOLDINGS PTY LTD as trustee for TAGGART FAMILY TRUST No 2  
MANJIMUP COUNTRY ESTATE PTY LTD  
GLENARIFF HOLDINGS PTY LTD  
TAGGART PROJECT MANAGEMENT PTY LTD  
TAGGART PROPERTY INVESTMENTS PTY LTD as trustee for TAGGART FAMILY TRUST  
all of 22 Adenia Road Riverton WA 6148 all jointly or severally (**the borrower**)

**AND**      ROBERT DARREN TAGGART and KATHRYN MARY TAGGART of 22 Adenia Road Riverton  
WA 6148 (**the guarantors**)

SMSF's trustee

**AND**      TERENCE MICHAEL OORSCHOT and LEIGH CAROL DAFF of 31 Chislehurst Road Lesmurdie  
WA 6076 as trustee of ORTON SUPER FUND (**the lender**)

**WHEREBY** the lender agrees to lend and the borrower agrees to borrow the sum of \$120,000 to be drawn in two tranches on the following terms and conditions –

TRANCHE 1      Amount \$120,000

Drawdown date: on or about 20<sup>th</sup> October 2017

Loan period: 91 days

Repayment date: on or before the first banking day 91 days after drawdown 26/02/2018

Repayment amount: \$131,000 inclusive of interest fixed at \$11,000

KM Taggart  
20/10/17

20/10/17

Taggart  
20/10/2017.

20/10/17

Any partial repayment of the loan funds will be applied firstly toward interest and secondly toward principal.

Any interest and principal left outstanding after the repayment date will be compounded at the repayment date and will become the new principal amount.

Penalty rate on the new principal amount will be at the rate of 36% PA simple calculated as a daily rate from the agreed repayment date until and including the actual date of repayment calculated on any balance of the new principal outstanding from time to time, applied as per the following formulae:

$P1$  = Initial Principle amount of Tranche 1.

$I1$  = Interest at the rate of 36% per annum.

$R1$  = Balance of  $P1$  and  $I1$ .

$P2$  =  $R1$ .

$I2$  = Interest at the rate of 36% per annum.

$P1 + I1 = R1$ .

$P2 = R1$ .

$P2 + I2 = R2$ .

Enforcement costs if applicable will be payable in addition to the repayment amount by the borrower.

Provision of the funds will be at the discretion of the Lender and will be dependent on the Lender having the funds available.

Funds will be disbursed at the direction of Robert Darren Taggart and will be deemed to be advanced to the borrower.

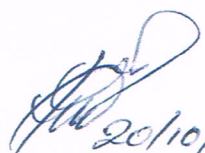
#### **DIRECTORS/PERSONAL GUARANTEE**

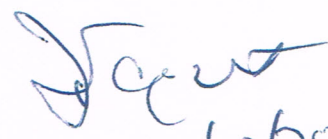
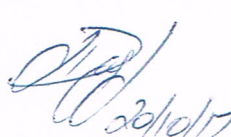
In consideration of the Lender agreeing to lend the aforementioned amount in Tranche 1

the guarantors –

1. Guarantee the due and punctual payment of all monies payable by the Borrower under the loan agreement.

KN Tct  
20/10/17

  
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20/10/2017  
  
20/10/17

2. Indemnify the Lender against any losses charges and expenses which the Lender might incur in the enforcement of this guarantee including but not limited to the costs of collection and legal costs.
3. The obligations under this guarantee are continuing and will not be affected by the lender granting an extension, waiver or indulgence to the borrower or the borrower becoming subject to external administration.
4. The terms of this guarantee are binding on both guarantors jointly and severally and may be exercised without first having exercised or exhausted all legal rights against the borrower.

The parties acknowledge and agree that this is the entire agreement between them and it is intended that it create legally binding relations in the jurisdiction of Western Australia. Any variation to the terms of this agreement must be in writing.

#### EXECUTED AS A DEED

**Signed by Robert Darren Taggart** as trustee for Taggart Family Trust and as the sole director of Glenariff Holdings Pty Ltd and Cushendun Holdings Pty Ltd and Manjimup Country Estate Pty Ltd and Taggart Project Management Pty Ltd and Taggart Property Investments Pty Ltd, and in his own right as guarantor

Name ROBERT DARREN TAGGART Signature [Signature] Date 20/10/2017

Witness to above signature

Name ROBERT B WILLIAMS Signature [Signature] Date 20/10/17

**Signed by Kathryn Mary Taggart** as guarantor

Name KATHRYN MARY TAGGART Signature KM. Taggart Date 20/10/17

Witness to above signature

[Signature] 20/10/17

[Signature] 20/10/17



Name ROBERT B WILLIAMS Signature [Signature] Date 20/10/17

Signed by Terence Michael Oorschot and Leigh Carol Daff as trustees for Orton Super Fund

Name Terry Oorschot Signature [Signature] Date 20/10/17

Name LEIGH DAFF Signature [Signature] Date 20/10/17

Witness to above signatures

Name ROBERT B WILLIAMS Signature [Signature] Date 20/10/17

R. T. 7  
20/10/17

[Signature] 20/10/2017



Office Metier &lt;office@themetiergroup.com&gt;

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**Orton Super Fund\_Queries**

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**Terry Oorschot** <terry@boulevardliving.com.au>  
To: Metier 2020 <office@themetiergroup.com>

26 August 2022 at 06:50

Hi Ailene

Queries 1 and 2 attached

3 the loan is still in contract

4 20/8 was personal loan. 7/9 was personal loan. 26/9 loan to business

Regards

Terry Oorschot

Reg BP 8383



Boulevard Living Pty Ltd trading as Mister Makeover

ABN 20093316726

Reg BC 10883

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Web: [mistermakeover.com.au](http://mistermakeover.com.au)

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**2 attachments**

**Rollover Benefit Statement (2).pdf**  
425K

**CCF25082022\_0004.pdf**  
2669K