

Loan Syndication Deed

Between

The Lenders

Defined in the Definitions and Specified in the Schedule

and

Bare Trustee

Defined in the Definitions and Specified in the Schedule

and

Administrative Agent

Defined in the Definitions and Specified in the Schedule

and

Loan Servicer

Defined in the Definitions and Specified in the Schedule

and

Syndicate Solicitors

Defined in the Definitions and specified in the Schedule

BRANSGROVES
LAWYERS

Prepared by

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Introduction

Recitals

1. The Administrative Agent is a private mortgage broker. The Administrative Agent arranges syndicates of lenders to invest in private mortgages.
2. The Syndicate Solicitor is an incorporated legal practice which specialises in acting for lenders on private mortgages.
3. The Bare Trustee is a company directed by the directors of the Syndicate Solicitor.
4. The Lenders wish to invest together as a syndicate in the Loan described in the Schedule.
5. The Administrative Agent introduced the Lenders to this opportunity.
6. The Lenders wish to appoint for this transaction:
 - a) The Bare Trustee as their Bare Trustee.
 - b) The Administrative Agent as their Administrative Agent.
 - c) The Syndicate Solicitor as the Syndicate Solicitor.
 - d) The Loan Servicer as the Loan Servicer.

Definitions

7. The following definitions apply throughout this Deed.
8. **Administrative Agent** means the party named as such in the Schedule to this Deed in the first instance and thereafter any Person appointed to that position pursuant to a Determination.
9. **Administration Fee** means a fee payable to the Administrative Agent for its services and quantified in the Schedule.
10. **Assignee** means an assignee of a Lender's interest in the Securities and this Deed.
11. **Assignor** means a Lender who has assigned its interest in the Securities and this Deed.
12. **Available Monies** means monies that are paid by, or recovered from, the Borrower, or a Guarantor, or recovered through enforcement action, or accounted to the Syndicate, in relation to the Securities.
13. **Bare Trustee** means the party named as such in the Schedule in the first instance and thereafter any Person appointed to that position by the Lenders to replace that party pursuant to a Determination.

14. **Borrower** means the borrower or borrowers under the Loan.
15. **Day** means a day other than Saturday, Sunday or other day on which trading banks are generally closed or obliged to close in the state where the Loan Servicer operates its bank account for the collection of interest.
16. **Certification as to Title** means a document prepared by the Syndicate Solicitors, addressed to the Lenders, prior to the advance of monies by the Syndicate to the Borrower, pursuant to the Loan.
17. **Charge** means a charge created and/or a PPSA security interest granted by any Debtor to the Bare Trustee to secure the Loan.
18. **Charged Assets** means any of a Debtor's property transfixed by a Charge.
19. **Construction** means construction of, or extensions to, any type of building, civil works, demolition work, upon Security.
20. **Contingent Liability** means the possibility that any party, whether a Debtor or a Third Party, will seek to recover monies from the Syndicate, the Bare Trustee or the Lenders or that a Party will be required to pay monies for some reason arising out of or related to the Securities. These include:
 - a) the possibility that money will be clawed back as a preferential payment;
 - b) threats of legal action, whether or not the grounds upon which the threat are made is spurious;
 - c) the prospect that a court decision will be appealed; and
 - d) potential claims for GST, stamp duty or other impost.
21. **Contribution to Principal** means each Lender's contribution to the Loan as set out in the Schedule or in the Schedule of a Counterpart.
22. **Counterpart** means a counterpart to this Deed executed by another Lender.
23. **Debtor** means a Borrower, Mortgagor or Guarantor.
24. **Deed** means this document.
25. **Definitions** means these definitions.
26. **Designated Bank Account** of a Lender means the BSB and account number set out in the Schedule or the schedule of a Counterpart.
27. **Designated Email Address** means the email addresses of a Party set out in the Schedule or in the Schedule of a Counterpart. In the case of the Syndicate Solicitors it is info@bransgroves.com.au.
28. **Determination** means a decision made by the Syndicate in accordance with the provisions of this Deed.
29. **Distribution** means Available Monies that are held by the Administrative Agent,

Loan Servicer or the Syndicate Solicitor that are distributed to the Lenders in accordance with the provisions of this Deed.

30. **Document of Title** includes any document of title, chattel paper and negotiable instrument as those expressions are defined in the PPSA and any document (negotiable or otherwise) of any sort that a debtor would typically deposit with a lender to evidence or secure a monetary obligation, real property certificates of title and share certificates.
31. **Guarantee** means a guarantee given by a Guarantor to secure the obligations of the Borrower under the Loan.
32. **Guarantor** means any person that has given a Guarantee, including a Person named as such in the Schedule.
33. **Lender** means the party to this Deed described as such in the Schedule. It also means other parties to this Deed described as such in a Counterpart.
34. **Lenders** means all the Lenders described as such in various Counterparts taken together.
35. **Loan** means the loan which is the subject of this Deed and which is particularised in the Schedule.
36. **Loan Servicer** means the party named as such in the Schedule.
37. **Mortgage** means the Syndicate's mortgage over Security.
38. **Mortgagor** means a person who has given a mortgage over Security.
39. **Notice/Notified/Notification** means an email that has been sent to a Designated Email Addresses.
40. **Party** means a party to this Deed.
41. **Person** means a legal entity and, as such, may refer to a company or individual.
42. **PPSA** means the Personal Property Securities Act 2009 (Cth).
43. **Principal** means the total amount to be advanced under the Loan.
44. **Proceedings** means proceedings brought in any court, tribunal, commission, ombudsmen, or the like or any application for mandatory arbitration or mandatory mediation.
45. **Schedule** means the schedule to this Deed.
46. **Secured Amount** means the Debtors' indebtedness to the Bare Trustee under the Securities.
47. **Securities** means the legal documentation of the Loan, Guarantees of the obligations in the Loan, Mortgages and Charges, and any Document of Title that secure the Loan.
48. **Security** means the real property being offered as a security for the Loan.

49. **Servicing Fee** means a fee payable to the Loan Servicer for its services and quantified in the Schedule.
50. **Syndicate** means:
- a) all the Lenders;
 - b) the Lenders acting collectively pursuant to the terms of this Deed through:
 - i) a Determination, and or:
 - ii) the agency of the Administrative Agent; or
 - c) the amalgamated rights of the Lenders under the Securities, or
 - d) two or more of the above,
- as is appropriate in the context.
51. **Syndicate Solicitor** means the party named as such in the Schedule in the first instance and thereafter any Person appointed to that position by the Lenders to replace that party pursuant to a Determination.
52. **Third Parties** means a person other than a Debtor or a Party.
53. **Title Reference** means the Torrens Title folio identifier or unique identifier for the applicable state for the Security in question.
54. **Trust** means the trust established by this Deed.

Interpretation

55. If an act must be done on a specified day, which is not a Day, it may instead be done on the subsequent Day.
56. A reference to a “right” includes a benefit, remedy, authority, discretion and power.
57. No act, omission or delay by a Lender will constitute a waiver of a right under this Deed.
58. This Deed and any Counterpart shall be read together as though it was a single Deed between the parties described, including all the Lenders, notwithstanding that the Deed is executed by one or more of the Lenders before another Lender is aware of the existence of the Deed or the identity of the other Lenders. The Deed shall be considered operational when sufficient Lenders have executed sufficient Counterparts such that the Designated Contributions total the amount to be advanced under the Loan or its Initial Drawdown.
59. A single or partial exercise or waiver by a Lender of any right under this Deed will not prevent any subsequent exercise of that right or the exercise of any other right under this Deed.
60. This Deed supersedes all prior negotiations, agreements, arrangements and understanding as between the Parties with respect to the Loan.

61. Should any provision of this Deed be illegal, void or unenforceable, that provision will be ineffective and shall be severed to the extent only of that illegality, voidability or unenforceability. All remaining provisions shall be enforceable.
62. A reference to this Deed includes this Deed as varied or replaced, and notwithstanding any change in the identity of the parties.
63. A reference to any legal entity includes that entity's executors, administrators, successors and permitted assigns.
64. A reference to anything (including, without limitation, the Secured Amount, Charged Assets and Securities) is a reference to the whole and any part of it.
65. A reference to statute, regulation or provision of a statute or regulation includes that provision as amended, replaced or re-enacted from time to time.
66. Nothing in this Deed shall be construed as creating a partnership between the Lenders and any partnership between them in relation to the Loan.
67. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Declaration of Trust

Bare Trust

68. The Bare Trustee declares it will hold the Securities on a bare trust for the Lenders in proportion to their Designated Contributions and the terms of this Deed.
69. The Bare Trustee, as trustee, will be the lender of record on all Securities.

No authority

70. The Bare Trustee will have no authority to:
 - a) manage the Loan;
 - b) take any commercial decision in relation to the Loan;
 - c) engage in communications with third parties in relation to the Loan or Securities;
 - d) Enter into any agreements, discharge, settlements, compromises or proceedings in relation to the Loan except pursuant to a Determination.
71. The Bare Trustee will refer all third party enquiries concerning the Loan to the Syndicate via the Designated Email addresses.
72. The terms of the Bare Trust are set out in this Deed (there is no separate Deed of Trust).
73. No Determination to Amend this Deed shall be valid to vary the obligations, rights

and responsibilities of the Bare Trustee without the consent of the Bare Trustee in writing expressly referencing this clause.

Indemnity

74. The Lenders agree to indemnify the Bare Trustee any costs, charges and expenses incurred in connection with or arising out of the Trust.
75. The Lenders grant the Bare Trustee a right of indemnity for any costs, charges and expenses incurred in connection with or arising out of the Trust against the Available Monies, Secured Amount and Securities and equitable lien over the same which secures that right.

Replacement

76. The Bare Trustee can be replaced by a Determination.
77. A Determination to remove the Bare Trustee is not valid unless it includes the provision of a replacement and the replacement corporation or individual has consented to the appointment and to be bound in that capacity by the terms of this Deed.

Retirement

78. The Bare Trustee can retire at its discretion by providing 14 Days Notice.
79. Within 10 Days of the Notice of retirement being given a replacement Bare Trustee must be appointed by Determination.
80. If a replacement is not appointed within the prescribed 10 days then the Outgoing Bare Trustee shall transfer the Securities into the names of the Lenders.
81. If the Securities are transferred to the Lenders pursuant to the above clause the Lenders will be deemed to be the joint trustees of the Trust.
82. If the Lenders as Joint Trustees wish to retire they may only do so once a new Trustee has been appointed by Determination.

Solicitor's Retainer

Appointment

83. The Syndicate Solicitor will act as Syndicate Solicitor unless replaced by a Determination.
84. The Syndicate Solicitor will act for the Syndicate on:
 - a) the advance of the Loan;
 - b) the enforcement of the Loan;
 - c) any variation of the Securities;

- d) any discharge of a Security;
 - e) any legal matters arising out of the Loan or Securities.
85. In the interests of privacy and commercial sensitivity, the Syndicate Solicitor will not divulge the identity of a Lender to another Lender nor vice versa unless required to do so by a Determination or and order of the court.

No authority

86. The Syndicate Solicitor will have no authority to:
- a) manage the Loan;
 - b) take any commercial decision in relation to the Loan;
 - c) Enter into any agreements, discharge, settlements, compromises or proceedings in relation to the Loan:

Except:

- d) to the extent the implied retainer of a typical solicitor acting for a typical lender on a typical loan would authorise the act.
87. The Syndicate Solicitor will refer all enquiries concerning the Loan to the Lenders and Administrative Agent via their Designated Email Addresses.

Certification as to Title

88. The scope of the Syndicate Solicitor's retainer in relation to the mortgage advance will be set out in the Certification as to Title.
89. The Certification as to Title will:
- a) certify the security interests that will be obtained by the Syndicate upon settlement;
 - b) alert the Lenders to any peculiar legal risk associated with the transaction;
 - c) annex all searches conducted by the Syndicate Solicitor;
 - d) annex copies of all the Securities.
90. The Certification as to Title will be sent to all Lenders immediately before settlement and before any of the principal funds have been transferred to the Syndicate Solicitor trust account.
91. Receipt of the advance funds from a Lender by the Syndicate Solicitor will be deemed as acceptance of The Certification as to Title and an implied direction to proceed to settlement and advance the funds.

Fees

92. Syndicate Solicitor's fees for acting on the advance, variation or discharge of the Securities will be paid by the Borrower.
93. In the event the Loan goes into default Syndicate Solicitors fees for acting on the enforcement will be formally disclosed to the Syndicate at the time pursuant to the *Legal Profession Uniform Law*.

Custody

94. The Syndicate Solicitor will keep custody of the PEXA keys for first ranking mortgage Security on behalf of the Syndicate.

Instructions

95. The Syndicate Solicitor will take instructions from Lenders pursuant to a Determination which the Syndicate Solicitor has witnessed by being copied in on the required emails (including Determinations the Syndicate Solicitor has proposed).

Administrative Agent Agreement

Appointment

96. The Administrative Agent will act as Administrative Agent unless replaced by a Determination.
97. The Administrative Agent shall be responsible for:
 - a) receiving notices and communication from the Borrower on behalf of the Lenders;
 - b) collecting votes for Determinations and conveying the result to all Parties; and
 - c) executing the Determinations of the Syndicate.

No authority

98. The Administrative Agent must not:
 - a) act *ultra vires* of this Deed;
 - b) take commercial, tactical or strategic decisions on behalf of the Syndicate – even if directed to do so by Determination (and any such determination would be *ultra vires*).
99. The role of the Administrative Agent is an amalgamated post office box for the Lenders. It acts as a mere conduit. To the extent that decisions need to be made concerning the management of the loan those decisions must be made by the Lenders

using Determinations.

Replacement

100. Before a proposed Determination to appoint an Administrative Agent can be put to the vote the proposed incoming Administrative Agent must covenant, in writing, with the Lenders, that, subject to appointment:
- a) as to what its fees will be;
 - b) that it will be bound by the terms of this Deed.

Fees & disbursements

101. The Administrative Agent will charge, and the Lenders will pay, the Administration Fee.
102. The Administrative Agent shall be entitled to reimbursement for out-of-pocket disbursements made on behalf of the Lenders out of Available Monies.
103. Any fees or disbursements owing to the Administrative Agent must be deducted from Available Monies by the Loan Servicer or Syndicate Solicitor prior to Distribution.

Communications

104. The Administrative Agent must, upon receipt:
- a) blind forward all emails received,
 - b) blind copy all emails sent by it
- in the course of performing its duties under this Deed, to all the Lenders and to the Syndicate Solicitors.

Loan Servicing Agreement

Duties

105. The Loan Servicer will collect interest payments from the Borrower and distribute those payments minus any Administration Fee or Servicing Fees payable under this Deed to the Lenders' Designated Bank Accounts.
106. The Loan Servicer will be responsible for:
- a) collecting the interest payments from the Borrower and distributing them to the Lenders;
 - b) rendering statements and payout figures to Debtors;
 - c) Attesting to the indebtedness in any Proceedings to enforce the Securities.

Records

107. The Loan Servicer must keep clear records of all:
- a) monies paid to it behalf of the Debtors or otherwise realised pursuant to the Securities; and
 - b) monies paid by it to the Debtors or otherwise pursuant to the Securities; and
 - c) Distributions made.

The Loan Servicer must provide copies of these records to a Lender upon written request. These documents will be redacted in order to preserve the privacy of the identity of the Lenders.

108. The Loan Servicer must keep appropriate back-ups of the records referred to in the preceding clause.

Syndication Agreement

Syndication

109. The Lenders will participate in the Loan, as syndicated lenders, in proportion to their Contribution to Principal.
110. The relationship of the Lenders, and management of the Loan, will be governed by the terms of this Deed.

Priority

111. The Lenders agree that the priority as between themselves shall be *pari passu*.
112. The above priority does not extend to levies. The Lenders shall rank in relation to the recovery of levies contributed *pari passu* and the return of levies shall rank ahead of the return of principal and interest.
113. In the case of a shortfall in monies recovered under the Securities there shall be a final accounting to ensure that past Distributions are taken into account. A Lender will disgorge funds received by Distribution if necessary to give effect to the agreed priorities.

Levies

114. When monies are required for expenditure on behalf of the Syndicate a levy shall be made by Determination.
115. Each Lender's contribution to the levy shall be *pro rata* to their Contribution to drawn Principal.
116. Each Lender's contribution to the levy must be paid to the Syndicate Solicitor's trust account within 7 days of the Determination.

117. A levy can only be made to finance Construction if the Determination is approved unanimously. This prohibition does not extend to any work required on a Security required for the Lenders to discharge their legal obligations as mortgagees exercising power of sale.

Distributions

118. The Loan Servicer, Administrative Agent and Syndicate Solicitor must pay Distributions to the Lenders' Designated Bank Accounts.
119. Unless Available Monies are retained pursuant to a Determination, they must be Distributed to the Lenders within 72 hours of the receipt of cleared funds.

Delinquency

120. Where a Lender is obliged to contribute a sum, including a levy, but fails to do so then another Party may:
- a) contribute the unpaid sum, on the terms in this and the following clause; or
 - b) on the delinquent Lender's behalf, as its attorney, contract with a Third Party, on the terms in this and the following clause, to raise and pay the unpaid sum.

The unpaid levy will attract interest at the default rate under the Loan until it is either repaid by the delinquent Lender, or deducted from the next available Distribution due to the delinquent Lender.

121. The delinquent Lender's interest in the Securities will be charged for the benefit of the Party providing or borrowing or lending the unpaid sum as security for that sum and the interest accrued on it.

Designated details

122. A Lender may change its Designated Email Address by Notice given from its existing Designated Email Address to the Syndicate Solicitor and Administrative Agent.
123. To safeguard against fraud each Lender must safeguard the access credentials of their Designated Email Address.
124. The Bare Trustee, Syndicate Solicitor, and Loan Servicer are entitled, in the ordinary course, to rely on emails sent to and from a Lender's Designated Email Address as being sent to and from that Lender.
125. Any party to this Deed who is asked by another party to this Deed to establish telephone contact, or take other steps for the purpose of verifying that their Designated Email Address has not been hijacked or spoofed, must provide reasonable cooperation.

Lender's Agent

126. A Lender may appoint an agent to exercise, on its behalf, all its rights and obligations under this Deed.
127. If an agent has been appointed by a Lender then the Lender may nominate its agent's email address as its Designated Email Address. By doing so that Lender will be deemed to have armed the controller of that email address to exercise all its rights and obligations on its behalf until such time as the Designated Email Address is changed. No other party to this deed shall be required or expected to look beyond the delegation.

Assignment

128. A Lender may assign, encumber, dispose of or otherwise deal with its rights and obligations under the Securities and this Deed. However each Lender's rights and obligations under the Securities and this Deed are stapled together, so that a Lender must only assign, encumber, dispose of or otherwise deal with its rights and obligations under the Securities if it deals with its rights under this Deed at the same time in identical manner.
129. An Assignee may be a financial institution, corporation or natural person.
130. For the assignment to be effective the Assignor and the Assignee must Notify the Syndicate Solicitor and Administrative Agent.

Competition

131. No Lender shall unilaterally take any step to enforce, compromise or exercise its rights under the Securities except with the consent of the Syndicate.
132. As long as any monies remain owing to the Syndicate, or if any Contingent Liability remains, then no Lender shall, in relation to a Debtor, and in relation to its rights under the Securities, except with the consent of the Syndicate:
 - a) make any claim against the Debtor or enforce any right against it;
 - b) directly or indirectly prove in competition with the Syndicate if the Debtor becomes bankrupt or insolvent or dies, whether in respect of any amount paid to the Debtor or in respect of any other amount; or
 - c) take payments or dividends from a Debtor.
133. Each Lender must hold on trust for the Syndicate, any amount received or recovered from any Debtor, or from the sale or income of a Charged Asset or Security. To the extent that a Lender has not accounted for such monies to the Syndicate that Lender's interest in the Securities is proportionally charged for the benefit of the other Lenders and the Administrative Agent shall adjust future Distributions accordingly.
134. A Lender may cause, or allow to be lodged, a caveat in respect of Security without the consent of the Syndicate if the Lender's name does not appear on a registered

mortgage over the Security. A withdrawal of any such caveat must be provided to the Syndicate, upon demand, to be held in escrow, to be handed over at, but not lodged before, settlement of the discharge of the Mortgage or settlement of the sale of the Security.

Determinations

135. Decisions concerning the management of the Loan shall be made by vote among the Lenders (Determinations).
136. A Determination may be made before or after settlement of the Loan advance.
137. The Lenders' relative voting rights on a Determination will be directly proportionate to each Lender's drawn Contribution.
138. A proposed Determination:
 - a) may be nominated by any Lender, the Syndicate Solicitor or the Administrative Agent;
 - b) must be Notified by the Administrative Agent to all Lenders and the Syndicate Solicitor.
139. For a vote to be cast it must be Notified and clearly state "Yes" or "No". Votes shall be cast by emailing the Administrative Agent and cc emailing the Syndicate Solicitor.
140. The Administrative Agent must collate the votes and Notify the Lenders of the result within 72 hours cc the Syndicate Solicitor. The Syndicate Solicitor will act as scrutineer and must be copied on the notification to each Lender. If the Administrative Agent has not yet been appointed, or does not carry out this function within the prescribed time, then it will be carried out by the Syndicate Solicitor.
141. A vote will be deemed to have occurred when more than 50% of the voting rights have been cast.
142. In exercising its vote each Lender owes a duty of good faith to each of the other Lenders.
143. Lenders are not obliged to vote on a proposed Determination and the quorum is one Lender.
144. Without limitation a Determination will be required in order to:
 - a) appoint or change the Administrative Agent;
 - b) waive or compromise any of the Lenders' rights under the Securities;
 - c) commence Proceedings, including bankruptcy proceedings, against a Debtor;
 - d) appoint a receiver or liquidator to a Debtor;
 - a) to extend the expiry date of the Loan;

- e) waive the repayment of interest or principal;
 - f) provide instructions to a solicitor;
 - g) retain monies recovered pursuant to the Securities in anticipation of their later expenditure to recover the Secured Amount, or against a Contingent Liability, rather than Distributing them forthwith to the Lenders.
145. A unanimous vote of the Lenders will be required to pass a Determination:
- b) amend the terms of this deed;
 - c) which is *ultra vires* of this Deed;
 - d) to change the fees payable to the Administrative Agent (a new Administrative Agent can be appointed who charges the same fees as the former Administrative Agent by a simple majority);
 - e) commence proceedings against a Third Party.
146. Each Lender will execute any document required to give effect to a valid Determination.

Enforcement

147. If the Loan is in default, unless otherwise decided by unanimously approved Determination, the Lenders:
- a) will realise the Security as soon as is consistent with their legal obligations as mortgagees exercising power of sale;
 - b) will not hold a Security or Charged Asset pending an improvement in market conditions;
 - c) The Security will not be improved or subdivided.

Custody

148. Another party (other than the Syndicate Solicitor) may be made custodian of the Securities by Determination, provided that the custodian chosen holds an Australian Financial Services License which authorises it to act as a custodian.

Proceedings against Third Parties

149. No Lender can be compelled by a Determination to commence or finance legal proceedings, or prosecute a cross claim, against a Third Party.
150. Nothing in the preceding clause shall be construed as preventing a Lender or Lenders from commencing proceedings or prosecuting a cross claim against a Third Party for recovery of part or all of their Designated Contribution.

Disclaimers and warranties



151. The Administrative Agent and Syndicate Solicitor do not warrant the creditworthiness of any Lenders who subscribe to this Deed (in relation to their ability to pay amounts required by this deed). The Lenders assume the creditworthiness of their fellow Lenders based on their willingness and ability to make the initial advance of their Principal Contribution.
152. The Lenders warrant that they have inspected the valuation and/or property and have independently satisfied themselves as to the value of the Security. The Administrative Agent and Syndicate Solicitor disclaim any liability for the commercial decision by each Lender to enter the loan and the Syndicate.

EXECUTED AS A DEED


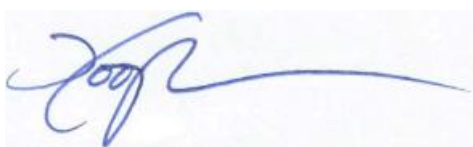
Administrative Agent

-) **EXECUTED** by KOA CAPITAL PTY LTD A.C.N. 632 014 521 in accordance with
-) section 127(1) of the Corporations Act 2001 (Cth):
-)
-)
-)
-)
-) _____
-) Jay Stephenson
-) Sole Director / Secretary

Syndicate Solicitor

-) **EXECUTED** by Matthew Bransgrove and Kate Cooper on behalf of BRANSGROVES
-) PTY LTD A.C.N. 098 125 805 in accordance with section 127(1) of the Corporations Act
-) 2001 (Cth):
-)
-)
-) 
-) _____
-) Matthew Bransgrove
-) 
-) _____
-) Kate Cooper

Bare Trustee

-) **EXECUTED** by Matthew Bransgrove and Kate Cooper on behalf of LEGAL
-) MORTGAGE HOLDINGS PTY LTD A.C.N. 653 076 183 in accordance with section
-) 127(1) of the Corporations Act 2001 (Cth):
-)
-)
-) 
-) _____
-) Matthew Bransgrove
-) 
-) _____
-) Kate Cooper

Lender

-) **EXECUTED** by SALLY JURD:
-)
-)
-) _____
-) Sally Jurd

Lender

-) **EXECUTED** by PAVAO SIMUN JUSUP:
-)
-)
-) _____
-) Pavao Simun Jusup

Lender

-) **EXECUTED** by GORDON JAMES APPLETON AND MERRILL LOUISE
-) APPLETON ATF THE APPLETON SUPERANNUATION FUND:
-)
-)
-) _____
-) Gordon James Appleton
-)
-)
-) _____
-) Merrill Louise Appleton

Lender

-) **EXECUTED** by M&T K PTY LTD A.C.N. 612 284 296 ATF MTK
-) SUPERANNUATION FUND in accordance with section 127(1) of the Corporations Act
-) 2001 (Cth):
-)
-)
-) _____
-) Moishe Kimelman
-) Director
-)
-)
-) _____
-) Avital Tali Kimelman
-) Director

Lender

-) **EXECUTED** by OTTA INTERNATIONAL PTY LTD A.C.N. 002 393 535 ATF OTTA
-) INTERNATIONAL PTY LTD SUPERANNUATION FUND in accordance with section
-) 127(1) of the Corporations Act 2001 (Cth):
-)
-)
-) _____
-) Thomas Terei
-) Director
-)
-)
-) _____
-) Ann Patricia Terei
-) Director

Lender

-) **EXECUTED** by LUCAS SUPERANNUATION FUND:
-)
-)
-) _____
-) Andrew Arnold Lucas

Lender

) **EXECUTED** by ALAN FAIMAN AND ANNE FAIMAN ATF AUSTRAMAX PTY LTD
) STAFF PROVIDENT FUND:
)
)
) _____
) Anne Helen Faiman
)
)
) _____
) Alan Faiman

Lender

) **EXECUTED** by THOMAS EMANUEL REHN:
)
)
) _____
) Thomas Emanuel Rehn

Lender

) **EXECUTED** by PINEPOINT PTY LTD A.C.N. 654 482 907 in accordance with section
) 127(1) of the Corporations Act 2001 (Cth):
)
)
) _____
) Songzhen Zhao
) Sole Director/Secretary

Lender

) **EXECUTED** by PUNITHAN FAMILY TRUST:
)
)
) _____
) Samuel Sint

Lender

) **EXECUTED** by JANELLE DIANN HEALY ATF MACS FAMILY TRUST:
)
)
) _____
) Janelle Diann Healy

Lender

-) **EXECUTED** by KADRU PTY LTD A.C.N. 008 949 764 ATF HEALY
-) SUPERANNUATION FUND in accordance with section 127(1) of the Corporations Act
-) 2001 (Cth):
-)
-)
-)
-) _____
-) Wayne Malcolm Healy
-) Director
-)
-)
-)
-) _____
-) Janelle Diann Healy
-) Director

Lender

) **EXECUTED** by KEITH IAN WILLIAM PLATEL, BRYNLEY THOMAS SCOTT AND
) WAYNE MALCOLM HEALY ATF KRISHNA SOMERS CHARITABLE TRUST:

)

)

)

) _____
) Keith Ian William Platel

)

)

)

) _____
) Brynley Thomas Scott

)

)

)

) _____
) Wayne Malcolm Healy

Schedule

Lender	Email	Contribution	BSB	Account No.
Sally Jurd	jurdsallyjurd@gmail.com	\$5,000.00	732 828	587 466
Pavao Simun Jusup	pave@ndhelectrical.com.au	\$5,000.00	063 097	4590 1714
Gordon James Appleton and Merrill Louise Appleton ATF The Appleton Superannuation Fund	gordonay@optusnet.com.au	\$150,000.00	014 650	3515 56676
M&T K Pty Ltd ATF MTK Superannuation Fund	avi@carraway.co; mkimel@gmail.com	\$200,000.00	033 047	701 438
Otta International Pty Ltd ATF Otta International Pty Ltd Superannuation Fund	otta-int@outlook.com	\$30,000.00	062 000	1185 6118
Lucas Superannuation Fund	aab.lucas@gmail.com	\$90,000.00	034 111	332 070
Alan Faiman and Anne Faiman ATF Austramax Pty Ltd Staff Provident Fund	matthewfaiman@gmail.com	\$90,000.00	013 220	833 031 901
Thomas Emanuel Rehn	rad4@bigpond.com	\$90,000.00	013 030	293 427 154
Pinepoint Investment Pty Ltd	henry@fortisap.com.au	\$250,000.00	012 287	432 046 352
Punithan Family Trust	sam_sp@bigpond.com	\$90,000.00	193 879	425 610 197
Janelle Diann Healy ATF MACS Family Trust	whealy@hallchadwickwa.com.au	\$15,000.00	186 200	121 635 312

Kadru Pty Ltd ATF Healy Superannuation Fund	whealy@hallchadwickwa.com.au	\$10,000.00	186 200	121 949 523
Keith Ian William Platel, Brynley Thomas Scott and Wayne Malcolm Healy ATF Krishna Somers Charitable Trust	kplatel@hallchadwickwa.com.au; brynley@hotmail.com; whealy@hallchadwickwa.com.au	\$475,000.00	066 000	1253 8923
Total		\$1,500,000.00		

Bare Trustee

Name	Legal Mortgage Holdings Pty Ltd
A.C.N.	653 076 183
Email	info@omicron.net.au

Administrative Agent

Name	KOA Capital Pty Ltd
A.C.N.	632 014 521
Email	sebastian@koacapital.com.au

Loan Servicer

Name	Legal Mortgage Holdings Pty Ltd
A.C.N.	653 076 183
Email	info@omicron.net.au

Syndicate Solicitor

Name	Bransgroves Pty Ltd t/as Bransgroves Lawyers
A.C.N.	625 263 658
Email	info@bransgroves.com.au
Phone	0423 118 005 (Christina Jabbour, partner – Direct Line)

Loan

Borrower	Swan Star Pty Ltd ACN 658 466 329 ATF Shaky Isles Trust and Leisuretime Media Pty Ltd ACN 131 437 986
Guarantors	Shannelle Elizabeth Swan; Declan Matthew Barnett
Security	First registered mortgage over: 94 Broken Bay Road, Ettalong Beach NSW 2257

Folio Identifier	259/10570	
Term	Twelve (12) months	
Principal	\$1,500,000.00	
	Lower Rate	Higher Rate
Rate from Borrower	10.95% p.a	15.33% p.a
Administration Fee	1.45% p.a	2.9% p.a
Servicing Fee	Nil	Nil
Rate to Lenders	9.5% p.a	12.43% p.a

Valuation

Valuer:	Bertacco Ferrier Property Consultants Pty Ltd
Date:	16 May 2022
Amount:	N/A
Addressee:	KOA Capital Pty Ltd