

LOAN AGREEMENT

BETWEEN

HILDER SUPERANNUATION FUND ('LENDER')

AND

CHARL JOHANNES VAN WYK & ANDREW MARK SWEET

('BORROWER')

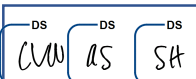
FOR PROPERTY INVESTMENTS IN NEW ZEALAND

@100 CLEVEDON ROAD, PAPA KURA, AUCKLAND CITY

AS

'THE PROPERTY'

Date : 12 December 2022

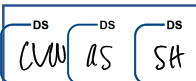
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Parties

1. **HILDER SUPERANNUATION FUND**
of 8 Harrier Court, Darlington, SA, 5047 ('LENDER')
2. **ANDREW MARK SWEET**
of 178 Cudmore Terrace, Henley Beach, SA, 5022 ('BORROWER')
3. **CHARL JOHANNES VAN WYK**
of 9 Salerno Court, Woodcroft, Adelaide, SA, 5162, ('BORROWER')

Background

- A. The Parties to this Agreement wish to record the arrangements agreed between them concerning the governance and operation of a loan from the Lender to the Borrower, guaranteed by the Guarantor
- B. The Parties acknowledge that despite their best efforts, it is unlikely that this Agreement will address all of the operational matters which will need to be agreed between them and accordingly, they intend that they will negotiate any such matters in good faith with a view to achieving the best long-term outcomes for the Parties as a whole but nevertheless without disregarding their respective individual interests. The Parties agree that this clause is merely a statement of intent and shall not be a legally binding commitment.

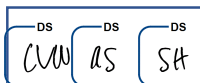
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1. Interpretation

Unless the contrary intention appears or the context otherwise requires or admits:

- 1.1 Words importing the singular shall include the plural, and words importing one gender shall include the other genders, and vice versa respectively;
- 1.2 Headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- 1.3 Words denoting individuals shall include corporations and vice versa;
- 1.4 A reference to a natural person includes the heirs, executors, administrators and permitted assigns of such person;
- 1.5 A reference to a corporation includes the successors and permitted assigns of such corporation;
- 1.6 A reference to two (2) or more persons will be deemed to be a reference to them jointly and severally, and an agreement on the part of or in favour of two (2) or more persons binds, or is for the benefit of, them jointly and severally;
- 1.7 Unless expressly stated otherwise, a reference in this Agreement to any sum of money, will be deemed to be a reference to the currency of the Commonwealth of Australia.
- 1.8 References to any document include references to such document as amended, novated, supplemented, varied or replaced from time to time.
- 1.9 Where a reference is made to any person, body or authority, that reference, if the person, body or authority has ceased to exist, will be to the person, body or authority as then serves substantially the same objects of that person, body or authority;
- 1.10 A reference to default or breach includes a warranty being untrue or proving to be incorrect;
- 1.11 A reference to a thing (including without limitation, an amount) is a reference to the whole or any part of it;
- 1.12 Specifying anything in this Agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary;
- 1.13 Where the day or the last day for doing an act is not a Business Day, the day or last day for doing that act will be the next following Business Day;
- 1.14 The annexures and schedules to this Agreement form part of this Agreement.

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2. **Loan Settlement**

2.1 It is agreed by both parties that the agreement as per the “Investor Agreement - Term Loan - Steve Hilder v1.1.pdf”, signed 5 June 2022, is hereby settled and the loan term completed. The Loan, together with the generated interest of \$3,750-00 (minus withholding tax) will be re-invested, detailed in this agreement (Superseding v1.1).

3. **Loan Amount**

3.1 Subject to and in accordance with this Agreement, the Lender agrees to lend to the Borrower the sum of \$53,375.00 (Fifty three Thousand, three hundred and seventy five) Australian Dollars only.

4. **Loan Purpose**

4.1 The Borrower will use the loan for any or all of the following purposes:

4.1.1 Purchasing, in whole or in part, property in New Zealand, at The Property.

4.1.2 renovations, in whole or in part, at The Property in New Zealand;

4.1.3 costs, in whole or in part, for disposal or Re-finance of The Property in New Zealand; and

4.1.4 for any other purpose approved in writing by the Lender.

5. **Loan Term**

5.1 The Loan shall

5.1.1 Be paid to the borrower following the execution of this Agreement and the date upon which the Loan Amount is received by the Borrower in full (‘Commencement Date’); and

5.1.2 end on the ‘End Date’ which shall be the earlier of:

a. Seven (7) days after the date of completion of the sale or refinance of the property;

b. One and a half years (18) months from Commencement Date (‘End Date’), or on Re-finance, or on Sale of the Property, whichever comes first, or

(a) the discretion of the Borrower; or

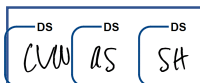
(b) upon request of the Lender, subject to the below:

(i) The Lender to provide the Borrower with a minimum of 1 (one) months’ written notice, for early repayment of the Loan (or part thereof); and

(ii) at the Borrower’s absolute discretion; and

(iii) no interest will accrue or be payable whatsoever on the value of the Loan returned.

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6. **Loan Evidenced**

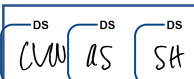
6.1 The loan shall be evidenced by this Agreement executed by the Lender, Borrower and Guarantor.

7. **Loan Repayment**

7.1 On or before the End Date the Loan Amount together with accrued interest must be repaid by the Borrower to the Lender.

7.2 Interest on the Loan Amount shall be payable:

7.2.1 15% per annum for the term of the loan (as per section 5.1.2), calculated daily on the loan amount set out in clause 3.1

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8. **Interest – Late Payment**

8.1 In respect of all unpaid moneys not paid on or before the end date, interest at the rate of 20% per annum is payable on those unpaid moneys from, but excluding, the end date up to and including the date upon which the moneys are paid.

9. **Extension**

9.1 The loan may be extended past the End Date by agreement in writing by all parties prior to the End Date, and recorded in new agreement.

10. **Representations and Warranties**

10.1 The Borrower and Guarantor represent and warrant:

10.1.1 that the execution, delivery and performance of this Agreement have been duly authorised;

10.1.2 that no material adverse changes in the financial circumstances of the Borrower or Guarantor are anticipated;

10.1.3 there are no material, unrealised or anticipated losses from any present commitment of the Borrower or Guarantor;

10.1.4 that the Borrower or Guarantor will advise the Lender of material adverse changes which may occur at any time during the operation of the loan.

11. **Default**

11.1 The Borrower will be in default:

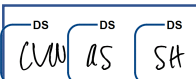
11.1.1 if any payment due hereunder is not made on or before the End Date;

11.1.2 in the event of assignment by the Borrower for the benefit of creditors;

11.1.3 upon any act of insolvency, or suspected act of insolvency, by the Borrower or Guarantor; or

11.1.4 if the Borrower has breached any representation or warranty contained in this Agreement.

11.2 If the Lender, acting reasonably, suspects any act of Default has occurred or will occur, the Loan and related payments (if any), become payable on demand.

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12. **Governing Law**

12.1 This Agreement is made under the exclusive jurisdiction of the laws and courts of South Australia.

13. **Severance**

13.1 If any provision of this Agreement is found to be invalid or unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable provisions will be and will continue to be valid and enforceable in accordance with their terms.

14. **Confidentiality**

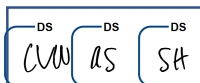
14.1 Subject to clause 14.2, each Party must not:

- (a) use in any way any confidential information of any other Party without the prior written approval of that other Party; or
- (b) disclose to any person or allow or assist or make it possible for any person to observe any confidential information of any other Party, without the prior approval of that other Party.

14.2 Despite clause 14.1, a Party may disclose confidential information at any time in the following circumstances:

- (a) to another Party, with the prior written consent of the non-disclosing Party;
- (b) to any governmental, quasi-governmental or regulatory department, body, instrumentality, agency or authority in connection with applications for any consents, approvals or financial assistance which are necessary for undertaking the purchase of property or otherwise in relation to this Agreement;
- (c) to the employees, officers, consultants and agents of a Party where disclosure is necessary for the purpose of undertaking the purchase of property or otherwise in relation to this Agreement;
- (d) to the auditors or financial or legal advisers of a Party;
- (e) in connection with any proceeding arising out of or in connection with this Agreement or any transactions contemplated or required by this Agreement;
- (f) under a binding order of any court of competent jurisdiction or other competent authority; and
- (g) This clause 14 survives termination of this Agreement.

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15. **Assignment**

No Party may assign its right, title and interest in this Agreement to any person without the prior written consent of the other Party.

16. **Exchange Rate**

Where applicable, the Lender will be responsible for any exchange rate fluctuations, whether positive or negative.

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<small>DS</small> CW	<small>DS</small> AS	<small>DS</small> SH
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EXECUTED AS AN AGREEMENT

HILDER SUPERANNUATION FUND ('LENDER')

Steve Hilder

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Name

DocuSigned by:
Steve Hilder

A3D116F1B773474.....
Signature ('Lender')

3/20/2023

.....
Date:

ANDREW MARK SWEET ('BORROWER')

DocuSigned by:
Andrew Sweet

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Borrower Signature

3/20/2023

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Date:

CHARL JOHANNES VAN WYK ('BORROWER')

DocuSigned by:
Charl Van Wyk

003809E3238742B.....
Borrower Signature

3/19/2023

.....
Date:

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CW	AS	SH