

# Loan agreement

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## **Ascent Investment and Coaching Pty Ltd**

ACN [127 668 553 ]

(Borrower)

## **Warwick FT One Pty Ltd ATF Warwick Super Fund**

ABN [26 219 426 382 ]

(Lender)

**MinterEllison**

LAWYERS

# Loan agreement

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# Details

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**Date** 10<sup>th</sup> October 2017

## Parties

**Name** **Ascent Investment and Coaching Pty Ltd**  
**ACN** 127 668 553  
**Short form name** **Borrower**  
**Notice details** 19 Kishorn Road  
Applecross WA 6153  
Email: michael@ascentic.com.au  
Attention: Michael Dunjey

**Name** **Warwick FT One Pty Ltd ATF Warwick Super Fund**  
**ABN** 26 219 426 382  
**Short form name** **Lender**  
**Notice details** Email: simon@affirmgroup.com.au  
Attention: Simon

## Background

This document sets out the terms on which the Lender agrees to provide a loan to the Borrower.

# Agreed terms

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## 1. Defined terms & interpretation

### 1.1 Defined terms

In this document:

**Advance** means a provision of financial accommodation under this document.

**Authorised Representative** means, in respect of a party, a director or company secretary, or a person it notifies to the other party as being authorised to act as its authorised representative for the purposes of the Finance Documents.

**Business Day** means:

- (a) for receiving a Notice under clause 13, a week day on which banks are open for general banking business in the place of receipt; and
- (b) for all other purposes, a week day on which banks are open for general banking business in Perth, Western Australia.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Default** means an event or circumstance specified in clause 8.1.

**Dollars** and **A\$** mean the lawful currency of Australia.

**External Administrator** means an administrator, controller or managing controller (each as defined in the Corporations Act), trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

**Finance Document** means:

- (a) this document;
- (b) a document that the Borrower and the Lender agree is a 'Finance Document'; and
- (c) a document entered into or given under or in connection with, or for the purpose of amending or novating, any document referred to in a paragraph above.

**Government Agency** means any government or governmental, semi-governmental, administrative, public, regulatory or judicial entity, body, department, commission, agency or authority.

**GST** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means, in respect of a person, any of the following occurring:

- (a) it becomes insolvent within the meaning of section 95A, or is taken to have failed to comply with a statutory demand under section 459F(1), or must be presumed by a court to be insolvent under section 459C(2), or is the subject of a circumstance specified in section 461 (whether or not an application to court has been made under that section) or, if the person is a Part 5.7 body, is taken to be unable to pay its debts under section 585, of the Corporations Act;
- (b) except with the Lender's consent:

- (i) it is the subject of a Liquidation, or an order or an application is made for its Liquidation; or
- (ii) an effective resolution is passed or meeting summoned or convened to consider a resolution for its Liquidation;
- (c) an External Administrator is appointed to it or any of its assets or a step is taken to do so;
- (d) if a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration;
- (e) an analogous or equivalent event to any listed above occurs in any jurisdiction; or
- (f) it stops or suspends payment to creditors generally.

**Interest Rate** means 5% per annum or any other rate agreed by the Lender and the Borrower.

**Liquidation** means:

- (a) a winding up, deregistration, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction; or
- (b) an arrangement, moratorium, assignment or composition with or for the benefit of creditors or any class or group of them.

**Loss** means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

**Money Owing** means all money (in any currency) that the Borrower is or may become liable at any time (presently, prospectively or contingently) to pay to or for the account of the Lender (whether alone or not and in any capacity) under or in connection with a Finance Document (including by way of principal, interest, fees, costs, charges, expenses, duties, indemnities, guarantee obligations or damages and money which a person would be liable to pay but for an Insolvency Event in respect of that person).

**Notice** means a notice given in accordance with clause 12.

**Outstanding Amount** means, at any time, the principal amount of the Advance then outstanding.

**Potential Default** means any event, thing or circumstance which would become a Default with the giving of notice, the making of a determination under a Finance Document or the passage of time (or any combination of those things).

**Power** means any right, power, discretion or remedy of the Lender under any Finance Document or applicable law.

**Security Interest** means any:

- (a) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements); and
- (b) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset,

and includes any agreement to create any of them or allow them to exist.

**Tax** means any tax, levy, duty, rate, impost or charge imposed, levied or assessed by a Government Agency, and any related penalty, fine, fee or interest. It includes stamp duty, GST and transaction taxes and duties.

**Termination Date** means either of the following dates at the total discretion of the Borrower:

- (a) 10<sup>th</sup> October 2022; or
- (b) 10<sup>th</sup> April 2023; or
- (c) 10<sup>th</sup> April 2024; or

any earlier date on which the Money Owing becomes due and payable under this document.

## 1.2 Interpretation

In this document:

- (a) headings are for reference only and do not affect interpretation;
- (b) unless stated otherwise, all interest, amounts in the nature of interest (including discount amounts) and fees are to be calculated on a daily basis and a year of 365 days;
- (c) any undertaking, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (d) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
- (e) a Default or Potential Default **subsists** until either:
  - (i) remedied to the Lender's satisfaction; or
  - (ii) waived by the Lender in writing;
- (f) unless stated otherwise, anything (other than making a payment) required to be done on or by a day which is not a Business Day, must be done on or by the next Business Day;
- (g) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting; and
- (h) examples and use of the word **including** and similar expressions do not limit what else may be included.

Unless the context requires otherwise, a reference in this document to:

- (i) a party to any document includes that person's successors and permitted substitutes and assigns;
- (j) an agreement includes any legally enforceable arrangement, understanding, undertaking or representation whether or not in writing;
- (k) a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time;
- (l) any thing includes any part of it and a reference to a group of things or persons includes each thing or person in that group;
- (m) clauses, schedules and annexures are to those in this document, and a reference to this document includes any schedule and annexure;
- (n) a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (o) time is to Perth time unless stated otherwise;

- (p) legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement; and
- (q) property or an asset includes any real or personal, present or future, tangible or intangible property or asset and any right, interest, revenue or benefit in, under or derived from the property or asset.

## 2. Loan

### 2.1 Commitment

Subject to this document, the Lender agrees to provide the Advance to the Borrower in a principal amount not exceeding \$535,000

### 2.2 Requesting the Advance

Subject to this document, the Borrower may request the Advance by notice to the Lender. To be effective, the notice must:

- (a) specify the amount of the Advance and remittance details for the proceeds of the Advance;
- (b) specify the date (which must be a Business Day) on which the Borrower requires the Advance; and
- (c) be given no later than 11.00am on that date (or such later time agreed by the Lender).

### 2.3 Purpose

The Borrower may use the Advance for any purpose whatsoever.

## 3. Conditions precedent

### 3.1 Conditions precedent

The obligation of the Lender to provide the Advance is subject to the conditions precedent that:

- (a) the Lender has received in form and substance satisfactory to it:
  - (i) an original of each Finance Document duly executed by each party to it (other than the Lender);
  - (ii) a request for the Advance in accordance with clause 2.1;
- (b) the Lender is satisfied no Default or Potential Default subsists or will result from the Advance being provided; and
- (c) the Lender is satisfied that each representation and warranty by the Borrower in the Finance Documents is correct and not misleading on the date the Advance is made with reference to the facts and circumstances on that date.

### 3.2 Waiver

The conditions precedent in clause 3.1 are for the Lender's sole benefit, and may only be waived by Notice from the Lender to the Borrower.

## 4. Repayment

- (a) Subject to clause 4(b), the Borrower must pay the Outstanding Amount together with any accrued but unpaid interest and all other Money Owing to the Lender on the Termination Date.



- (b) In the event of the death of Michael Dunjey, the Borrower must pay the Outstanding Amount together with any accrued but unpaid interest to the Lender within three calendar months.

## 5. Prepayments

### 5.1 Voluntary prepayment

Subject to this document, the Borrower may prepay all or part of the Outstanding Amount only by giving at least 2 Business Days' irrevocable notice (**Prepayment Notice**) to the Lender. The Borrower must make a prepayment in accordance with any Prepayment Notice.

### 5.2 Application of prepayments

Prepayments will be applied against the remaining Outstanding Amount, as at the date of receipt of the prepayment.

### 5.3 Additional amounts due

At the time of the prepayment of all or part of the Outstanding Amount, the Borrower must pay to the Lender:

- (a) any amount indemnified under clause 9.2 in relation to the prepayment (despite the fact that the Borrower is permitted to make it); and
- (b) any interest accrued on any amount prepaid.

## 6. Interest

- (a) Interest accrues daily at the Interest Rate on the principal amount of the Advance.
- (b) Subject to clause 6(c), interest is payable in arrears on the last Business Day of each year and on the Termination Date.
- (c) The Borrower may, in its total discretion, skip up to 3 interest payments under clause 6(b) prior to the Termination Date and in such circumstances the applicable interest payment will not be due and payable and the Borrower shall not be in Default but interest on the principal amount of the Advance shall continue to accrue until the next repayment date.

## 7. Representations and warranties

### 7.1 Representations and warranties

The Borrower represents and warrants to the Lender that:

- (a) (**status**) it is:
  - (i) properly registered and incorporated as a corporation and validly exists in its jurisdiction of incorporation; and
  - (ii) not a trustee of any trust other than as specified in this document;
- (b) (**power and authority**) it has the power, right and necessary corporate authority to carry on its current and contemplated business, and to enter into, and exercise its rights and observe and perform its obligations under, each Finance Document to which it is expressed to be a party;
- (c) (**Finance Documents**) each Finance Document to which it is expressed to be a party is (subject to equitable principles generally affecting creditors' rights and applicable stamping and registration) valid, binding and enforceable against it in accordance with the

terms of those documents, and the transactions contemplated by those documents are for its commercial benefit;

- (d) **(no conflicts)** its execution and performance of each Finance Document to which it is expressed to be a party do not and will not:
  - (i) conflict with or contravene any other law or a judgment, ruling, order, document or agreement applying to it or its assets or its constituent documents;
  - (ii) result in a Security Interest being created on, or crystallising over, any of its assets; or
  - (iii) result in a default under any agreement relating to any actual or contingent debt or other monetary liability in respect of money borrowed or raised or any financial accommodation; and
- (e) **(solvency)** it is solvent and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable.

## 7.2 Representations and warranties repeated

The Borrower repeats each representation and warranty in this clause 6(b) with reference to the facts and circumstances at the time, on each day until the Advance is made.

## 8. Default

### 8.1 Default

A Default occurs if any one or more of the following occurs:

- (a) **(non-payment)** the Borrower fails to pay any of the Money Owing payable by it, in the way and in the currency required, when due;
- (b) **(Insolvency Event)** an Insolvency Event occurs with respect to the Borrower; or
- (c) **(change of control)** if there is a greater than 51% change in the ownership of the Borrower.

### 8.2 Effect of Default

If a Default subsists, the Lender may by Notice to the Borrower declare that the Money Owing is immediately due and payable, in which case the Borrower must immediately pay to the Lender the Money Owing.

## 9. Interest on overdue amounts

### 9.1 Accrual and calculation

The Borrower must pay to the Lender on demand interest on any of the Money Owing which is due and payable by the Borrower (including on unpaid interest under this clause) but unpaid:

- (a) from and including the due date (or, for an amount payable by reimbursement or indemnity, any earlier date the amount was incurred), up to but excluding the date of actual payment; and
- (b) subject to clause 9.2, at the rate determined by the Lender as the sum of 2% per year plus the rate applicable to the overdue amount immediately before the due date.

### 9.2 Judgment or order

If the Borrower's liability under a Finance Document is the subject of a judgment or order:

- (a) its obligation to pay interest under clause 9.1 is separate from, and continues despite, the judgment or order; and
- (b) the interest accrues both before and after judgment at the higher of the rate determined under clause 9.1 and the rate payable under that judgment or order.

## 10. Payments

### 10.1 Payment requirements

All payments by the Borrower under a Finance Document must be made by 12.00 noon on the due date (or, if not a Business Day, on the next Business Day in the same calendar month or, if none, the preceding Business Day) to an account nominated by the Lender. Payments must be made in Dollars, in immediately available funds, and in full without set-off, counterclaim or, subject to clause 10.2, deduction or withholding.

### 10.2 Deduction or withholding required

If the Borrower is required by law to deduct or withhold Taxes from a payment to the Lender, it must:

- (a) make that deduction and/or withholding, pay to the appropriate Government Agency the full amount deducted and/or withheld as required by law and give the Lender a receipt for the payment; and
- (b) unless the Tax is a Tax on the net income of the Lender, pay additional amounts to the Lender which will result in the Lender receiving (after deduction or withholding of any Taxes in respect of any additional amount) the full amount which it would have received if no deduction or withholding had been required.

### 10.3 GST

The amounts set out in the Finance Documents have been calculated without regard to GST. If GST is or becomes payable in respect of any supply made by the Lender under or in connection with the Advance or the Finance Documents, the payment for that supply shall be increased by the amount necessary so that the Lender actually receives what it would have been entitled to receive if there had not been GST in respect of that supply. The Borrower indemnifies the Lender against any Loss due to it failing to receive the amount of the increase in the payment.

### 10.4 Insufficient payments

The Lender may apply all money received from the Borrower under the Finance Documents (even if insufficient to discharge all of the Borrower's obligations at that time) to reduce the Money Owing in the order, and to satisfy any part of the Money Owing, as the Lender sees fit. An application or appropriation by the Lender will override any appropriation made by the Borrower.

## 11. Assignment

### 11.1 By Borrower

The Borrower may not assign, transfer or otherwise deal with its rights, interests or obligations under the Finance Documents without the Lender's prior written consent.

### 11.2 By Lender

The Lender may not assign, transfer, novate or otherwise deal with all or any of its rights or obligations under the Finance Documents without the Borrower's prior written consent.

## 12. Notices, demands and communications

### 12.1 Service

A notice, demand, consent, approval or communication (**Notice**) given by a party in connection with a Finance Document must be:

- (a) in writing, in English and signed by an Authorised Representative of the party; and
- (b) hand delivered or sent by prepaid post (or airmail if applicable) or email to the recipient's address for notices specified in the 'Details' section of this document, as varied by any Notice given by the recipient to the party.

### 12.2 Effective on receipt

A Notice given in accordance with clause 10 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by email, when the sender sends the email unless, within one hour after the transmission (being counted as hours from 9.00am to 5.00pm on a Business Day), the sender receives an email from the recipient's email system stating that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

## 13. Protection of Lender

### 13.1 Lender may set off

At any time while a Default subsists, the Lender may, without any demand or notice, set off and apply indebtedness it owes to the Borrower (whatever the currency) against any money owing to it by the Borrower under any Finance Document, whether or not the amount owed by the Lender or the Borrower is immediately payable or is owed alone or with any other person. The Borrower irrevocably authorises the Lender to do anything necessary (including to sign any document and effect appropriate currency exchanges) for that purpose.

### 13.2 Authorised Representatives and communications

The Borrower irrevocably authorises the Lender to rely on a certificate by any person purporting to be its director or company secretary as to the identity and signatures of its Authorised Representative, and to rely on any Notice or other document contemplated by any Finance Document which bears the purported signature (whether given by email or otherwise) of its Authorised Representative. The Borrower warrants that those persons have been authorised to give notices and communications under or in connection with the Finance Documents.

## 14. Other provisions

### 14.1 Term of obligations

The Borrower agrees that its obligations in the Finance Documents continue from the date of the relevant document until, subject to clause 14.3, the Money Owing is fully and finally repaid.

## **14.2 Notification from the Borrower**

If the Borrower is required under a Finance Document to notify the Lender about anything, it must do so in writing, including by way of email.

## **14.3 Powers**

Powers under the Finance Documents are cumulative and do not limit or exclude Powers under law. Full or partial exercise of a Power does not prevent a further exercise of that or any other Power.

## **14.4 Waivers**

No failure or delay in exercising a Power operates as a waiver or representation. A waiver by the Lender in relation to a Finance Document is effective only if in writing, including by way of email.

## **14.5 Law and legislation**

To the extent permitted by law:

- (a) each Finance Document prevails to the extent of inconsistency with any law; and
- (b) any present or future legislation operating to reduce the Borrower's obligations under a Finance Document or the effectiveness of the Powers is excluded.

## **14.6 Severability**

A provision of a Finance Document that is illegal or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of that Finance Document in any jurisdiction.

## **14.7 Variation**

A variation of this document must be in writing and signed by or on behalf of each party to it.

## **14.8 Governing law, jurisdiction and service of process**

- (a) This document is governed by the laws of Western Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.
- (b) Without preventing any other mode of service, any document in an action or process may be served on any party by being delivered to or left for that party at its address for service of Notices under this document.

## **14.9 Counterparts**

This document may be executed in any number of counterparts.

# Signing page

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**EXECUTED** as an agreement on 10<sup>th</sup> October 2017

## Borrower

**Executed by Ascent Investment and  
Coaching PTY LTD ACN [127 668 553]** in  
accordance with section 127 of the  
Corporations Act by authority of its directors



\_\_\_\_\_  
Signature of director

Michael Dunjey

\_\_\_\_\_  
Name of director

## Lender

**Executed by Warwick FT One Pty Ltd ATF  
Warwick Super Fund ABN [26 219 426 382 ]**  
in accordance with section 127 of the  
Corporations Act by authority of its directors



\_\_\_\_\_  
Signature of Simon Peter Warwick

# Loan request

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## **Ascent Investment and Coaching Pty Ltd**

ACN [127 668 553 ]

(Borrower)

## **Warick FT One Pty Ltd ATF Warwick Super Fund**

ABN [26 219 426 382 ]

(Lender)

**MinterEllison**

LAWYERS

# Loan request

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The Borrower hereby requests an unsecured loan from the Lender on the following terms, subject to the execution of a loan agreement between the parties:

## Terms Schedule

- Item 1. Amount to be not exceeding: \$535,000.00
- Item 2. Termination Date means either of the following dates at the total discretion of the Borrower:
  - (a) 10<sup>th</sup> October 2022; or
  - (b) 10<sup>th</sup> April 2023; or
  - (c) 10<sup>th</sup> April 2024; orany earlier date on which the money owing becomes due and payable under the loan agreement.
- Item 3. Interest Rate to be 5% per annum or any other rate agreed by the Lender and the Borrower.
- Item 4. Interest to accrue daily at the Interest Rate on the principal amount.
- Item 5. Interest is payable in arrears on the last Business Day of each year and on the Termination Date.
- Item 6. The Borrower may, in its total discretion, skip up to 3 interest payments prior to the Termination Date and in such circumstances the applicable interest payment will not be due and payable and the Borrower shall not be in default but interest on the principal amount of the advance shall continue to accrue until the next repayment date.
- Item 7. No security to be provided.
- Item 8. The Borrower may use the advance for any purpose whatsoever.

Date: 10<sup>th</sup> October 2017

Signed on behalf of the Borrower:

*Michael Dunjey*



# Request for loan advance

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## **Ascent Investment and Coaching Pty Ltd**

ACN [127 668 553 ]

(Borrower)

## **Warick FT One Pty Ltd ATF Warwick Super Fund**

ABN [26 219 426 382 ]

(Lender)

**MinterEllison**

LAWYERS

# Request for loan advance

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Pursuant to clause 2.2 of the Loan Agreement between the parties dated 10<sup>th</sup> October 2017 the Borrower hereby requests the Advance from the Lender as hereby specified:

## Advance requirements

- Item 1. Amount of the Advance: \$535,000.00
- Item 2. Remittance details for the proceeds of the Advance: by bank transfer
- Item 3. Date on which the Borrower requires the Advance: 10<sup>th</sup> October 2017

Date: 10<sup>th</sup> October 2017

Signed on behalf of the Borrower:

A handwritten signature in black ink, consisting of a series of fluid, connected strokes that form a cursive name.

# Signature Certificate

Document Ref.: BCTUJ-MAPWS-LGC9Y-YBJDR

Document signed by:

	<p><b>Simon Warwick</b></p> <p>Verified E-mail: simon@affirmgroup.com.au</p> <p>IP: 120.156.226.173      Date: 11 Oct 2017 07:00:20 UTC</p>	
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	<p><b>Michael Dunjey</b></p> <p>Verified E-mail: michael@ascentic.com.au</p> <p>IP: 124.168.110.191      Date: 11 Oct 2017 07:02:39 UTC</p>	
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Document completed by all parties on:  
11 Oct 2017 07:02:39 UTC

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