

- 2021-

SJS WEALTH SOLUTIONS PTY LTD

("The Borrower")

AND

DIG FABLES SMSF PTY LTD

("The Lender")

LOAN AGREEMENT

prepared by:



my law firm Pty Ltd [abn 60 128 788 938]

PO Box 1208, Fremantle WA 6959 phone:

1300 LAW 888 – 1300 529 888 fax: (02) 8331 5755

email: help@mylawfirm.com.au Ref: SJS

THIS LOAN AGREEMENT is made on 3rd day of February 2021

BETWEEN

SJS WEALTH SOLUTIONS PTY LTD [ACN 622 469 845]
Care of 75 Erceg Road, Yangebup WA 6164 ("the Borrower")

AND

DIG FABLES SMSF PTY LTD A/F DIG FABLES SMSF
Care of Unit 21278 Beaufort Street, Perth WA 6000 ("the Lender")

RECITALS

- A. The Borrower wishes to borrow funds from the Lender for the purpose of [assisting in the purchasing of the Property and funding the costs associated with developing the Property].
- B. The Lender has agreed to provide a loan to the Borrower for the purposes stated in Recital A above.
- C. The Borrower and Lender record the terms of their agreement within this Loan Agreement.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

"Business Day" means any day not being a Saturday, Sunday or public holiday in Western Australia but, where this expression is used in the context of giving a notice under this Loan Agreement outside Western Australia, means any day not being a Saturday, Sunday or public holiday at the place of receipt of that notice.

"Controller" has the meaning given in section 9 of the Corporations Act 2001.

"Event of Insolvency" means:

- (a) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer is appointed in respect of a Relevant Person or any asset of a Relevant Person;
- (b) a liquidator or provisional liquidator is appointed in respect of any corporate Relevant Person;
- (c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) or (b);
 - (ii) winding up a corporate Relevant Person; or
 - (iii) proposing or implementing a scheme of arrangement in respect of a Relevant Person;
- (d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of a Relevant Person who is an individual or his estate under any Insolvency Provision;
- (e) a moratorium of any debts of a Relevant Person or an official assignment or a composition or an arrangement (formal or informal) with a Relevant Person's creditors or any similar proceeding or arrangement by which the assets of a Relevant Person are subjected conditionally or unconditionally to the control of a Relevant Person's creditors is ordered, declared or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;
- (f) a Relevant Person becomes, or admits in writing that it is, or is declared to be, is deemed under any applicable law to be, insolvent or unable to pay its debts;
- (g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a Relevant Person;

"Insolvency Provision" means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions) and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

"Maturity Date" means that date which is 24 months from the date the Principal Sum was disbursed by the Lender to the Borrower or on completion of the development of the Property, whichever is the later date not exceeding 36 months.

"Original Securities" means an Absolute Caveat registered on the Property in favour of the Lender with the consent of the Borrower being provided irrevocably; and

"Prescribed Rate" means 17.5% per annum on the Principal Sum calculated annually in arrears.

"Prescribed Default Rate" means 17.5% per annum on the Principal Sum calculated monthly in arrears.

"Principal Sum" means up to the amount of \$ 100,000 , AUD

"Property" means 110 Muriel Court, Cockburn Central, WA 6164.

"Relevant Person" means the Borrower jointly or severally.

"Securities" means the Original Securities together with any other security held by the Lender at any time for the due performance, observance and fulfilment of the Borrower's obligations hereunder.

"State" means the State of Western Australia.

"Total Owing" means the Principal Sum, all other money lent by the Lender to the Borrower hereunder and all other money owing or which becomes owing by the Borrower to the Lender hereunder or under any other agreement in writing between, inter alia, the Lender and the Borrower.

1.2 Interpretation

In this Loan Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) the expression **"person"** includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (c) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (d) words denoting the singular number include the plural and vice versa;
- (e) where the day on which or by which any act, matter or thing is to be done under this document is not a business day, that act, matter or thing will be done on the immediately preceding business day; and

- (f) a reference to the Prescribed Rate in the Securities will be deemed to be a reference to the Prescribed Rate as defined in clause 1.1.
- (g) "dollars" or "\$" or "AUD" is a reference to the lawful currency of Australia.

1.3 **Joint and several liability**

If there is more than one person identified in this document as the "**Borrower**", that expression will be construed to refer to, and the obligations of the Borrower under this document will bind, each of them severally and every 2 or more of them jointly.

2. **THE LOAN**

2.1 **Loan**

The Lender agrees to lend and the Borrower agrees to borrow the Principal Sum and all such other amounts as may be agreed from time to time between the Lender and the Borrower ("the Loan") on the terms and conditions contained in this Loan Agreement.

2.2 **Currency**

The Lender shall provide the Principal Sum to the Borrower in Australian Dollars and the Borrower must repay the Total Owing to the Lender in Australian Dollars.

2.3 **Access to Loan Funds**

- (a) Subject to Clause 2.4 of this Loan Agreement, the Borrower must draw down on the Principal Sum in full or in part (as required and approved by the Lender) within Three Hundred and Sixty Five (365) days of the date of execution of this Loan Agreement.
- (b) The Borrower must give the Lender at least five (5) Business Days written notice of the draw down of all or part of the Principal Sum in accordance with Clause 2.3(a).

2.4 **Availability Period**

The Principal Sum is available for draw down by the Borrower for a period of Three Hundred and Sixty Five (365) days following the execution of this Loan Agreement failing which this Loan Agreement is terminated subject to Clause 14 of this Loan Agreement.

2.5 **Purpose**

The Borrower will use the Principal Sum solely for the purpose stated in Paragraph A of the Recitals and for no other purpose.

EXECUTED as a deed
The foregoing is hereby
witnessed by me, the undersigned, on this 1st day of May 1991.

Witnessed by (BORROWER)
SIS WELTH SOLUTIONS PTY LTD
ABN 69 673 488 945
in its capacity as trustee for

in accordance with section 127(1) of
the Corporations Act 2001 (CA) by
authority of the directors
Signature of Sole Director & Trustee

EXECUTED by (LENDER)
SIS WELTH SOLUTIONS PTY LTD
ABN 69 673 488 945

in accordance with section 127(1) of
the Corporations Act 2001 (CA) by
authority of the directors
Signature of Director