**BETWEEN:** 

# CMHW THOMPSON & ANTRANIK FAMILY SUPER PTY LTD ATF THOMPSON & ANTRANIK FAMILY SUPER FUND ('THE LENDER')

AND

Rita Antranik
('THE BORROWER')

**LOAN AGREEMENT** 

THIS AGREEMENT is made on the 1st day of September 2020.

## BETWEEN:

THOMPSON & ANTRANIK FAMILY SUPER FUND of 1c Irwin Street, EAST FREMANTLE WA 6158 (hereinafter referred to as "the Lender") of the one part.

# AND

<u>Rita Antranik</u> of 1c Irwin Street, EAST FREMANTLE WA 6158 (hereinafter referred to as "the Borrower") of the other part.

# **RECITALS:**

- A. The Lender has lent the Borrower, pursuant to this Agreement the sum of ONE HUNDRED AND FOURTY FOUR THOUSAND, EIGHT HUNDRED AND SEVENTY-SEVEN DOLLARS (\$144,877) (hereinafter referred to as "the loan"), upon and subject to the terms and conditions hereinafter appearing.
- **B.** The Borrower has agreed to repay the sum of **the loan** after the date herein upon and subject to the terms and conditions hereinafter appearing.
- **C.** The Borrower intends to repay **the loan** within fifteen (15) years from the date of this agreement.

### **OPERATIVE PART:**

- 1. The Lender has lent the Borrower the sum of a loan repayable within fifteen (15) years from the date of this Agreement.
- 2. The Borrower acknowledges receipt of the said sum of the loan and the Borrower acknowledges that the sum is to be repaid in accordance with Clause 1 of this Agreement.
- 3. The parties acknowledge that the Borrower shall pay interest of 7.94% per annum on the loan payable in accordance with Clause 1 of this Agreement.

The account details for payment of the loan are as follows:

Bank: Macquarie Bank Limited

Account Name: CMHW THOMPSON & ANTRANIK FAMILY SUPER PTY LTD ATF THOMPSON &

ANTRANIK FAMILY SUPER FUND

BSB: 182-512 ACC: 964027817

The account details of the Borrower are as follows:

Bank: Commonwealth Bank of Australia

Account Name: Rita Antranik

BSB: 062-468 ACC: 10026122

- 4. The loan shall be payable within the term specified in Clauses 1 and in line with Clause 3 of this Agreement or as agreed from time to time between the parties. The Lender or the Borrower may terminate the Loan Agreement upon providing the other party with no less than three (3) months written notice in relation to same and upon the repayment of the said sum and interest.
- 5. This document shall be read and construed in accordance with the law for the time being in force in the State of Victoria and in the event of any dispute under or by virtue of this Agreement, which shall involve legal proceedings the parties hereto hereby submit to the jurisdiction of the Courts of the said State.
- 6. Notably, email communication is acceptable means to communicate between parties (however only the attached banking details are to be used by either party without written signed authority).

**EXECUTED AS A DEED** the date and year first hereinbefore written.

**EXECUTED by Dean Anthony Thompson** by being signed by the person authorised to sign on behalf of the Lender:

Signed for on behalf of the Lender

Signed for by Dean Anthony Thompson

Signature:

Signature of witness:

Signed for on behalf of the Borrower

Signed for by Rita Antranik

Signature:

Africain C Signature of witness: