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| Loan Agreement |
| **BETWEEN**  **DIKRAN ARAKELIAN AND VIOLET ARAKELIAN**  **("Lender")**  **AND**  **ARK ENGINEERING PTY LTD (ACN: 002 762 487) ATF A ZAYED SUPERANNUATION FUND**  **("Borrower")** |

**Loan** **Agreement**

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**Parties**

1. **DIKRAN ARAKELIAN AND VIOLET ARAKELIAN** (**Lender**).
2. **A ZAYED SUPERANNUATION FUND** **(ABN:** **42814195678)** (**Borrower**).

**Introduction**

1. The Borrower has recently proposed to purchase a property at 8-10 Smoothy Place, Arndell Park, NSW 2148.
2. The Borrower is proposing to undertake a capital-raising on or about **01 July 2016** in which the Lender and other investors may participate.
3. The Borrower has requested a loan from the Lender for the purpose of securing a property.
4. The Lender agrees to provide the Loan on the terms and conditions of this agreement.

**Operative clauses**

# Definitions and Interpretation

## In this agreement:

**Business Day** means any day except a Saturday or a Sunday or other public holiday in NSW;

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

### **End Date** means a period of 15 years from the date of this agreement;

**Event of Default** means the occurrence of an event of default referred to in clause 7**;**

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

### **Loan** means the principal amount lent by the Lender to the Borrower under this agreement and the amount of any accrued interest, or the balance of that amount outstanding from time to time, as referred to in clause 2;

## Interpretation

In this agreement, unless the context otherwise requires:

### singular includes plural and plural includes singular;

### words of one gender include any gender;

### reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

### reference to a person includes a corporation, firm and any other entity;

### reference to a party includes that party's personal representatives, successors and permitted assigns;

### headings do not affect interpretation;

### a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;

### if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day after that day;

### another grammatical form of a defined expression has a corresponding meaning;

### an expression defined in the Corporations Act 2001 has the meaning given by the Corporations Act 2001; and

### no rule of construction applies to the disadvantage of a party because that party put forward this document or any portion of it.

# Loan

## The Lender will lend to the Borrower the sum of $2,650,000.00 on the terms of this agreement (**Loan**).

# Purpose

## The Borrower may use the Loan for the purpose of purchasing the property at 8-10 Smoothy Place, Arndell Park, NSW 2148.

# Period of loan

## This loan shall endure for a period of 15 years from the date of disbursement of funds to the Borrower by the Lender.

# Interest

## The Borrower must pay to the Lender interest at the interest rate of 5% per annum on the Principal, fixed, for the first 5 years of the loan period. The borrower must pay the lender interest at the RBA variable rate for the remainder of the loan period.

## Interest accrues and capitalises from day to day, from the day it becomes due until and including the day it is repaid.

## The Borrower must pay the accrued interest at the same time as it repays the principal amount of the Loan.

# Repayment of Loan

## The Borrower shall repay the Lender, the capital in equal monthly instalments of $14,222.22; to be paid on the last business day of the month.

## The Borrower must pay to the Lender, monthly interest on the outstanding capital; also to be paid on the last business day of the month.

## The Borrower must repay to the Lender the Loan (including any accrued and unpaid interest) by the End Date.

## Without penalty or notice, the Borrower may repay to the Lender any amount of the Loan (including any accrued but unpaid

# Event of Default

## There is an Event of Default if:

### the Borrower fails to pay any moneys which become payable under this agreement, and such failure continues unremedied by the Borrower for a period of ten (10) Business Days after due date;

### any undertakeing given to the Lender by or on behalf of the Borrower in relation to this agreement, or any othe matter is wholly performed within any time limit specified in such undertaking or if no time limit is specified, within twenty (20) Business days from the day of giving of the undertaking;

# Effect of Event of Default

## If the Borrower is unable to repay the Loan when required in accordance with clauses 6, it must immediately notify the Lender in writing.

## Where in the Borrower is in default under clause 7.1 and within 10 Business Days of receiving such notice being provided by the Borrower to the Lender under clause 8.1, the Lender may at its sole discretion elect by notice in writing to the Borrower to extend the date upon which the Loan must be repaid.

## If an Event the Borrower is in default under clause 7.1 and continues, the Lender may by giving notice to the Borrower declare all of the Loan payable to the Lender (including any accrued and unpaid interest), be immediately due and payable; and

## Where the borrower fails to repay the Loan (including any accrued and unpaid interest) within 20 Business days of demand made under clause 8.3, without further notice take action or proceedings to exercise the security by lodging the transfers held by the Lender pursuant to clause **5** to be registered owners of 8-10 Smoothy Place, Arndell, NSW 2148 .

## Where the borrower fails to repay the Lender the Loan (including any accrued and unpaid interest), the Lender may ONLY exercise its right to become the owner of 8-10 Smoothy Place, Arndell, NSW 2148 and must NOT bring any other proceeding against the borrower to recover any parts of the Loan (including any accrued and unpaid interest).

# Representations, Warranties and Undertakings

## The Borrower represents and warrants to the Lender that:

### the Borrower is authorised and empowered to borrow the Loan under and in accordance with this agreement;

### the Borrower is authorised and empowered to enter into and perform this agreement and the other transactions contemplated by this agreement on the Borrower's part to be performed;

### the borrowing of the Loan and the entry into and performance of this agreement and the other transactions contemplated by this agreement does not require the consent or approval of any other person and is not a breach of or default under any other agreement or arrangement to which the Borrower is a party;

### for so long as the Loan payable under this agreement has not been paid or repaid to the Lender or otherwise in accordance with this agreement in full, the Borrower undertakes to the Lender that it will not enter into other secured or unsecured debt or other financial arrangements without the prior written consent of the Lender, which consent:

#### may be given or withheld at the discretion of the Lender; and

#### may be given unconditionally or conditionally including as to the subordination or otherwise of payments and the ranking of any debt.

## The Borrower must at all times until the Loan payable under this agreement has been paid or repaid to the Lender in full, provide the Lender with:

### full and free access to the books and records of the Borrower;

### such information and explanations as the Lender may require, for or in any way in connection with:

#### the Lender's rights, powers, authorities and discretions under this agreement; and

#### the Borrower's obligations under this agreement or any transaction contemplated by it.

# Assignment

## A party may only assign its rights or obligations under this agreement with the written consent of the other party.

# Amendment

## This agreement may only be amended in writing signed by the parties.

# No waiver

## A party may only waive a breach of this agreement in writing signed by that party or its authorised representative.

## A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches).

# Confidentiality

## A party may only disclose confidential information:

### to that party’s professional advisers;

### if required by law;

### if necessary to perform that party’s obligations under this agreement; or

### if the other party consents to the disclosure.

## In this clause, confidential information is:

### any term of this agreement;

### any information acquired by a party for the purpose of, or under the terms of, this agreement;

### any other information belonging to a party which is of a confidential nature.

# Notice

## Any notice, consent or agreement given in connection with this agreement must be in writing and in English, and may be given by an authorised representative of the sender.

## Notice is deemed to be received by a party:

### when left at that party's address;

### if sent by pre‑paid mail, three Business Days after posting or five Business Days in the case of a notice sent to or from a place outside Australia; and

### if sent by facsimile at the time and on the day shown in the sender's transmission report;

### if sent by email at the time and on the day shown in the sender's transmission report.

## At the date of this agreement, the last notified address is the address stated at the beginning of this agreement.

## A party may change its address or facsimile number for service by giving at least 1 Business Day's notice to the other party.

# Costs

## Each party must pay its own costs in respect of the costs of the negotiating, preparation and examination of this agreement and any document required by this agreement.

## The Borrower must in any event pay all stamp duty payable in connection with this agreement.

# GST

## Any moneys payable under this agreement have been calculated without regard to GST. A party making a taxable supply under or in connection with this agreement is entitled to charge an additional amount on account of GST.

## Therefore, if GST is payable on a supply made by a party to this agreement (**Supplier**) under or in connection with this agreement, the party providing consideration for that supply (**Recipient**) must pay to the Supplier at the same time as the consideration is due to be provided under this agreement, an additional amount equal to the applicable rate of GST multiplied by the amount of consideration provided for that supply.

## The Supplier must, no later than the time at which any payment for a taxable supply is due, provide the Recipient with a tax invoice to enable the Recipient to claim a refund, input tax credit or other credit of GST payable in relation to acquisitions it makes under this agreement.

## If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this agreement varies from the original amount it receives from the Recipient under clause 16.2 in respect of that supply, the Supplier will provide a refund or credit to the Recipient (as appropriate). Where such an adjustment occurs, the Supplier will issue an adjustment notice to the Recipient in respect of that supply within 14 days after becoming aware of the relevant adjustment.

# Governing law

This agreement is governed by the law of the State of New South Wales. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and courts of appeal from them.

# Counterparts

This agreement may be executed in any number of counterparts. A counterpart may be a facsimile. Together, all counterparts make up one document. If this agreement is executed in counterparts, it takes effect when each party has received the counterpart executed by each other party or would be deemed to receive it, if it were a notice.

**Executed** as an agreement on [insert date]

SIGNED BY THE LENDER:

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| …..............................................................  Dikran Arakelian  Lendor | ….................................................................  Violet Arakelian  Lendor |

SIGNED BY THE BORROWER:

Signed for and on behalf of

**ARK ENGINEERING PTY LTD (ACN: 002 762 487) ATF A ZAYED SUPERANNUATION FUND:**

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| …..............................................................  Dikran Arakelian  Director | ….................................................................  Violet Arakelian  Director |