

## CONVERTIBLE PROMISSORY NOTE

Note Series: 2021A

Date of Note: 14 July 2021

Principal Amount of Note: AUD\$25,000

For value received **LOOP PLUS PTY LTD**, ACN 623 047 601 (the “**Company**”), promises to pay to the undersigned holder or such party’s assigns, Kierrian Michelle Ashbrook (the “**Holder**”) the principal amount set forth above with simple interest on the outstanding principal amount at the rate of 7% per annum. Interest shall commence on the date hereof and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed.

### 1. BASIC TERMS.

(a) **Series of Notes.** This convertible promissory note (the “**Note**”) is issued as part of a series of notes designated by the Note Series above (collectively, the “**Notes**”) and issued in a series of multiple closings to certain persons and entities (collectively, the “**Holders**”), all within three months of the Date Of Note and up to a maximum of AUD\$1,250,000 Notes issued (the “**Note Maximum**”). The Company shall not issue Notes above the Note Maximum or issue any other notes or series of notes or convertible securities without the consent of the Key Noteholder and the Majority Holders nor without any other consents required under the shareholders deed in respect of the Company between the Company and its shareholders dated 5 December 2019 (the “**Shareholders Deed**”). It is a condition of the Holder’s subscription for Notes that the Company must issue a minimum of AUD\$500,000 Notes in aggregate in this Note Series. The Company shall maintain a ledger of all Holders. The Key Noteholder for the purposes of the Note Series 2021A is Yamaha Motor Exploratory Fund, L.P.

(b) **Payments.** All payments of interest and principal shall be in lawful money of Australia and shall be made pro rata among all Holders. All payments shall be applied first to accrued interest, and thereafter to principal.

(c) **Prepayment.** The Company may not prepay this Note prior to the date that is 24 months from the Date of Note (the “**Maturity Date**”) without the consent of the Key Noteholder and each other Holder of Notes with an outstanding principal amount of at least AUD\$110,000 (all such Holders, the “**Majority Holders**”).

(d) **Most Favoured Nation.** If the Company issues any subsequent convertible securities (“**Subsequent Convertible Securities**”) prior to the earlier of (a) conversion or redemption of the Notes; or (b) the Maturity Date, the Company will promptly provide the Holder with written notice thereof, together with a copy of all documentation relating to such Subsequent Convertible Securities. In the event, the Noteholder acting reasonably and in good faith determines that the terms of the Subsequent Convertible Securities are materially preferable to the terms of this Note, the Company agrees to amend the terms of this Note to be identical to the Subsequent Convertible Securities.

### 2. CONVERSION AND REPAYMENT.

(a) **Conversion upon a Qualified Financing.** In the event that the Company issues and sells shares (“**Equity Securities**”) to investors (the “**Investors**”) on or before the Maturity Date in an

equity financing with total proceeds to the Company of not less than \$1,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)) (a “**Qualified Financing**”), then the outstanding principal amount of this Note and any unpaid accrued interest shall automatically convert in whole without any further action by the Holder into the first ranking class of Equity Securities sold in the Qualified Financing at a conversion price equal to the lesser of (i) the lowest price paid per share for Equity Securities by the Investors in the Qualified Financing multiplied by 0.80, and (ii) the quotient resulting from dividing \$20,000,000 by the number of issued shares of the Company immediately prior to the Qualified Financing (assuming conversion of all securities convertible into ordinary shares and exercise of all outstanding options and warrants, including all ordinary shares reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Qualified Financing, but excluding the shares of the Company issuable upon the conversion of the Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)).

(b) **Maturity Date Conversion.** In the event that this Note remains outstanding on the Maturity Date, then the outstanding principal balance of this Note and any unpaid accrued interest shall convert as of the Maturity Date into first ranking preference shares of the Company on the terms and conditions set forth in clause 4 of the constitution of the Company at a conversion price equal to the quotient resulting from dividing \$20,000,000 by the number of issued shares of the Company as of the Maturity Date (assuming conversion of all securities convertible into ordinary shares and exercise of all outstanding options and warrants, including all ordinary shares reserved and available for future grant under any equity incentive or similar plan of the Company, but excluding the shares of equity securities of the Company issuable upon the conversion of Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)).

(c) **Change of Control.** If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall, upon the election of the Holder, either: (a) repay the Holder in cash an amount equal to (i) the outstanding principal amount of this Note plus any unpaid accrued interest on the original principal, plus (ii) a repayment premium equal to 50% of the outstanding principal amount of this Note; or (b) convert into first ranking preference shares of the Company on the terms and conditions set forth in clause 4 of the constitution of the Company at a conversion price equal to the quotient resulting from dividing \$20,000,000 by the number of issued shares of the Company as of the time immediately prior to the Change of Control (assuming conversion of all securities convertible into ordinary shares and exercise of all outstanding options and warrants, including all ordinary shares reserved and available for future grant under any equity incentive or similar plan of the Company, but excluding the shares of equity securities of the Company issuable upon the conversion of Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)). For purposes of this Note, a “**Change of Control**” means (i) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company’s voting power is transferred; or (iii) the sale or transfer of all or substantially all of the Company’s assets, or the exclusive license of all or substantially all of the Company’s material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor, indebtedness of the Company is cancelled or converted or a combination thereof. The Company shall give the Holder notice of a Change of Control not less than 10 days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this paragraph in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or

any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control.

(d) **Procedure for Conversion.** In connection with any conversion of this Note into shares, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company. The Company shall not be required to issue the shares into which this Note may convert until the Holder has surrendered this Note to the Company and delivered to the Company any such documentation. Upon the conversion of this Note into shares pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(e) **Interest Accrual.** If a Change of Control or Qualified Financing is consummated, all interest on this Note shall be deemed to have stopped accruing as of the date of the Change of Control or Qualified Financing.

### 3. REPRESENTATIONS AND WARRANTIES.

(a) **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Holder as of the date the first Note was issued as follows:

(i) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of New South Wales. The Company has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business (a “*Material Adverse Effect*”).

(ii) **Corporate Power.** The Company has all requisite corporate power to issue this Note and to carry out and perform its obligations under this Note. The Company’s Board of Directors (the “*Board*”) has approved the issuance of this Note based upon a reasonable belief that the issuance of this Note is appropriate for the Company after reasonable inquiry concerning the Company’s financing objectives and financial situation.

(iii) **Authorization.** All corporate action on the part of the Company, the Board and the Company’s shareholders necessary for the issuance and delivery of this Note has been taken. This Note constitutes a valid and binding obligation of the Company enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to securities laws. Any securities issued upon conversion of this Note (the “*Conversion Securities*”), when issued in compliance with the provisions of this Note, will be validly issued, fully paid, nonassessable, free of any liens or encumbrances and issued in compliance with all applicable laws.

(iv) **Governmental Consents.** All consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority required on the part of the Company in connection with issuance of this Note has been obtained.

(v) **Compliance with Laws.** To its knowledge, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign

government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties.

**(vi) Compliance with Other Instruments.** The Company is not in violation or default of any term of its certificate of incorporation or bylaws, or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violation(s) that would not have a Material Adverse Effect. The execution, delivery and performance of this Note will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. Without limiting the foregoing, the Company has obtained all waivers reasonably necessary with respect to any preemptive rights, rights of first refusal or similar rights, including any notice or offering periods provided for as part of any such rights, in order for the Company to consummate the transactions contemplated hereunder without any third party obtaining any rights to cause the Company to offer or issue any securities of the Company as a result of the consummation of the transactions contemplated hereunder.

**(vii) Offering.** Assuming the accuracy of the representations and warranties of the Holder contained in subsection (b) below, the offer, issue and sale of this Note and the Conversion Securities (collectively, the “*Securities*”) are and will be exempt from the registration and prospectus delivery requirements of the *Corporations Act 2001* (Cth).

**(viii) Event of Default.** No Event of Default has occurred.

**(ix) Use of Proceeds.** The Company shall use the proceeds of this Note solely for the operations of its business, and not for any personal, family or household purpose.

**(b) Representations and Warranties of the Holder.** The Holder hereby represents and warrants to the Company as of the date hereof as follows:

**(i)** The Holder has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Holder, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

**(ii)** The Holder is a sophisticated or professional investor as such term is defined in s 708 of the *Corporations Act 2001* (Cth). The Holder is purchasing this instrument and the securities to be acquired by the Holder hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Holder has such knowledge and experience in financial and business matters that the Holder is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Holder’s financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

**(iii)** With respect to any forecasts, projections of results and other forward-looking statements and information provided to the Holder, the Holder acknowledges that such statements were prepared based upon assumptions deemed reasonable by the Company at the time of preparation.

There is no assurance that such statements will prove accurate, and the Company has no obligation to update such statements.

#### **4. EVENTS OF DEFAULT.**

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Key Noteholder and the Majority Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (iii) below), this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable. The occurrence of any one or more of the following shall constitute an “*Event of Default*”:

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(ii) The Company defaults in the observance or performance of any of the material obligations contained in this agreement and such default is not remedied within 5 business days of such default being notified to the Company by the Key Noteholder and the Majority Holders; or

(iii) The Company passes a resolution for its winding up or any of the following events (“*Insolvency Event*”) occurs in respect of the Company or any member of the Company’s group (each, a “*Group Member*”):

(1) an application or an order is made for the winding up or bankruptcy of a Group Member, the declaration of bankruptcy of a Group Member or the appointment of an administrator, a provisional liquidator, liquidator, official manager or receiver or receiver and manager to a Group Member and, in the case of an application, it is not stayed, dismissed, struck out or withdrawn within 14 days of it being made;

(2) a resolution is passed for the winding up of a Group Member which resolution is other than for the purposes of reconstruction or amalgamation the terms of which have previously been approved in writing by the Key Noteholder and the Majority Holders;

(3) a receiver or manager (or both) is appointed to, or a mortgagee takes possession of, all or any part of the business or the assets of a Group Member;

(4) a Group Member makes any composition or arrangement or assignment with or for the benefit of one or more of its creditors;

(5) a Group Member is or states that it is insolvent or is deemed or presumed to be under an applicable law;

(6) a Group Member proposes a winding-up or dissolution or reorganization, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

(7) a Group Member is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;

(8) an application is made or notice is issued under sections 601AA or 601AB of the *Corporations Act 2001* (Cth);

(9) a writ of execution is levied against a Group Member or its property and is not removed within 14 days of notification of the levy; or

(10) anything analogous or of similar effect to any of the above events occurs under the law of any applicable jurisdiction.

(b) In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by the Holder in enforcing and collecting this Note.

## **5. MISCELLANEOUS PROVISIONS.**

(a) **Waivers.** The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) **Further Assurances.** The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(c) **Transfers of Notes.** This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

(d) **Amendment and Waiver.** Any term of this Note may be amended or waived with the written consent of the Company, the Key Noteholder and the Majority Holders. Upon the effectuation of such waiver or amendment with the consent of the Key Noteholder and the Majority Holders in conformance with this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes (provided the amendment or waiver does not adversely effect one or a number of holders of Notes disproportionately to the other holders of Notes), and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(e) **Limitation of trustee liability.** Each Holder that is a trustee of a trust enters into this Note only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this Note is limited to, and can be enforced against that trustee only to, the extent to which it can be satisfied out of the assets of the relevant trust in respect of which the trustee is actually indemnified for the liability. This limitation of that trustee's liability applies despite any other provision of this Note and extends to all liabilities and obligations of that trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Note. No party may sue a trustee in any capacity other than as trustee of the relevant trust, including seeking the appointment of a receiver (except in relation to property of that trust), a liquidator, an administrator, or any similar person to that trustee or proving in any liquidation, administration or arrangement of or affecting that trustee (except in relation to property of that trust).

**(f) Adjustments.** If, prior to the issue of shares in accordance with this Note, the Company makes any reconstruction of its share capital, including without limitation a consolidation, share split, share dividend, bonus issue or capital reduction, the number of shares which may be issued to the Noteholder must be (to the extent required) reconstructed in the same manner so that the Noteholder is entitled to receive the same proportion of total shares of the Company on issue or the paid up capital of the Company as would have been the case but for the reconstruction of the Company's share capital. The Company must take all necessary or desirable actions to ensure that the Noteholder is not disadvantaged or advantaged by the operation of this clause 5(f) if the Company makes any reconstruction of its share capital.

**(g) Governing Law.** All rights and obligations hereunder will be governed by the laws of the State of New South Wales, Australia, without regard to the conflicts of law provisions of such jurisdiction. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

**(h) Binding Agreement.** The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

**(i) Counterparts; Manner of Delivery.** This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**(j) Titles and Subtitles.** The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

**(k) Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to a party shall be sent to the party's address set forth on the signature page hereto or at such other address(es) as such party may designate by 10 days' advance written notice to the other party hereto.

**(l) Expenses.** The Company and the Holder shall each bear its respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein.

**(m) Delays or Omissions.** It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the

event that the Holder fails to remit the full principal amount to the Company within five calendar days of the date of this Note.

(n) **Entire Agreement.** This Note constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(o) **Exculpation among Holders.** The Holder acknowledges that the Holder is not relying on any person, firm or corporation, other than the Company and its officers and Board members, in making its investment or decision to invest in the Company.

(p) **Senior Indebtedness.** The indebtedness evidenced by this Note is subordinated in right of payment to the prior payment in full of any Senior Indebtedness in existence on the date of this Note or hereafter incurred. “*Senior Indebtedness*” shall mean, unless expressly subordinated to or made on a parity with the amounts due under this Note, all amounts due in connection with (i) indebtedness of the Company to banks or other lending institutions regularly engaged in the business of lending money (excluding venture capital, investment banking or similar institutions and their affiliates, which sometimes engage in lending activities but which are primarily engaged in investments in equity securities), and (ii) any such indebtedness or any debentures, notes or other evidence of indebtedness issued in exchange for such Senior Indebtedness, or any indebtedness arising from the satisfaction of such Senior Indebtedness by a guarantor.

(q) **Broker’s Fees.** Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker’s or finder’s fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

(r) **Confidentiality.** The Company and the Holder must keep the existence of this agreement, the fact that the Holder has invested in the Company and all Confidential Information (as defined below) strictly confidential and must not disclose any Confidential Information to any person other than:

- (i) as may be necessary for the proper performance of this agreement;
- (ii) as may be required by any regulatory authority under any law;
- (iii) as may be required by the Holder pursuant to any fund documents or fund obligations or to disclose to any limited partner, general partner or manager for purposes of monitoring or evaluating its investment in the Company; or
- (iv) as may be required by law or in order to comply with the requirements of any stock exchange.

A party required or wishing to disclose Confidential Information as permitted by this clause 5(r) must take all ordinary precautions to ensure that the proposed recipient keeps the information confidential and take all reasonable steps to ensure that the confidential information disclosed is kept to a minimum.

For the purposes of this agreement, “*Confidential Information*” means any information of the



Company or the Holder in any form, whether classified or marked as being confidential or not, including the terms of this agreement, the terms of any other agreement to which the Company is party or to which the Holder is a party in connection with the Company, and all confidential business information, documents, records, financial information, reports, client information, customer lists, intellectual property, trade secrets, product specifications, technical information, know how, business processes, forecasts, business plans and strategies of the Company or the Holder, other than information already in the public domain, or information which comes into the public domain other than by reason of a breach of this agreement, and information known by a party on a non-confidential basis before that party received the information.

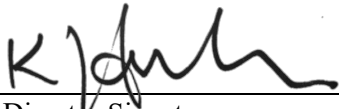
**(s) Interpretations.** When a reference is made in this Agreement to Sections, Annexes or Exhibits, such reference shall be to a Section, Annex or Exhibit to this Agreement unless otherwise indicated. The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any law shall be deemed to refer to such law as from time to time amended and also to all rules and regulations promulgated thereunder and interpretations thereof, unless the context requires otherwise. Currency amounts referenced herein are in Australian Dollars.

*[Signature pages follow]*

The parties have executed this **CONVERTIBLE PROMISSORY NOTE** as of the date first noted above.

Executed as an Agreement

**Executed** in **accordance** with section 127  
of the Corporations Act 2001 by **Loop Plus**  
**Pty Ltd ACN 623 047 601:**



Director Signature

**K Hamilton**

Print Name

4 Cornwallis Street Eveleigh NSW 2015

Address



Director/Secretary Signature

**C Nicholls**

Print Name

4 Cornwallis Street Eveleigh NSW 2015

Address

The parties have executed this **CONVERTIBLE PROMISSORY NOTE** as of the date first noted above.

Executed as an Agreement

**Executed in accordance** with section 127  
of the Corporations Act 2001 by **Kierrian  
Michelle Ashbrook:**

*Kerry Ashbrook*

Holder Signature

*Rebecca Davey*

Rebecca Davey (Jul 19, 2021 12:01 GMT+10)

Witness Signature

Kierrian Michelle Ashbrook

Print Name

Print Name

1 Weeroona St, Port Melbourne

Address

Address






# Loop Plus PL Convertible Promissory Note - Series 2021A KAshbrook

Final Audit Report

2021-07-19

Created:	2021-07-19
By:	Kerry Ashbrook (Kerry.Ashbrook@StateTrustees.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqkYMGrgf1psHTVCUYaTjhKCdtXNO77un

## "Loop Plus PL Convertible Promissory Note - Series 2021A KAs hbrook" History

-  Document created by Kerry Ashbrook (Kerry.Ashbrook@StateTrustees.com.au)  
2021-07-19 - 0:34:21 AM GMT- IP address: 220.245.127.227
-  Document emailed to Rebecca Davey (rebecca.davey@statetrustees.com.au) for signature  
2021-07-19 - 0:34:46 AM GMT
-  Email viewed by Rebecca Davey (rebecca.davey@statetrustees.com.au)  
2021-07-19 - 2:00:17 AM GMT- IP address: 119.225.151.2
-  Document e-signed by Rebecca Davey (rebecca.davey@statetrustees.com.au)  
Signature Date: 2021-07-19 - 2:01:30 AM GMT - Time Source: server- IP address: 119.225.151.2
-  Agreement completed.  
2021-07-19 - 2:01:30 AM GMT