

Date

31st July

2019

LUHAN GROUP PTY LTD (ACN 166 713 846)

AND

**BALIAN PTY LTD (ACN 162 981 445) as trustee for JAP62
SUPERANNUATION FUND**

AND

GARY MAURICE BURKE

DEED OF LOAN



ritchie & castellan

solicitors & notaries

Macarthur Point

Suite 1.09, 25 Solent Circuit, Norwest NSW 2153

PO Box 6601 Norwest NSW 2153

Phone: 9634 2717

Facsimile: 9680 3074

Ref:GLC:190259

THIS DEED dated 31st day of July 2019

BETWEEN Luhan Group Pty Ltd (ACN 166 713 846) of Level 7, 12-14 O'Connell Street, Sydney NSW 2000 (**Mortgagor**)

AND **BALIAN PTY LTD (ACN 162 981 445) as trustee for JAP62 Superannuation Fund** of 16 Corrie Road, North Manly NSW 2100 (**Mortgagee**)

AND **Gary Maurice Burke** of 179 Diamond Hill Drive, Kurrajong Hills NSW 2758 (**Guarantor**)

RECITALS

- A. The mortgagee has, at the request of the guarantor, agreed to lend money to the mortgagor in accordance with and subject to the terms of this deed.
- B. The guarantor and the mortgagor acknowledge that the money referred to in this deed has been received by the mortgagor.

OPERATIVE PART

1. Loan

- (a) The mortgagee has at the request of the guarantor agreed to lend to the mortgagor the principal sum shown in the first schedule on the drawdown date shown in the first schedule.
- (b) The mortgagee may at the request of the mortgagor lend further amounts of money to the mortgagor and all such amounts shall be deemed to be money lent by the mortgagee to the mortgagor pursuant to this clause provided always that the mortgagee shall not be obliged or required to lend such further money to the mortgagor hereunder.

2. Interest

The mortgagor covenants with the mortgagee to pay to the mortgagee interest in respect of the principal sum calculated in accordance with the provisions of the second schedule at the time and in the manner therein set forth and to duly and punctually observe and perform every other obligation contained in the second schedule.

3. Repayment

- (a) The mortgagor covenants with the mortgagee to repay the principal sum or so much thereof as is then unpaid to the mortgagee on the due date shown in the first schedule together with the interest as calculated in the second schedule.
- (b) The mortgagor further covenants with the mortgagee that the money owing will be repaid upon written demand being made by the mortgagee at any time after the happening of any of the following events:
 - (i) Default being made by the mortgagor in the due or punctual payment to the mortgagee of any money which comprises part of the money owing;
 - (ii) The failure of the mortgagor to rectify a default in the due or punctual observance or performance of any other obligations on the part of the mortgagor under this deed within 7 days of being requested to do so by the mortgagee;
 - (iii) Any collateral security or any mortgage, charge or encumbrance ranking in priority to or pari passu with any collateral security becoming enforceable;
 - (iv) If any collateral security is or becomes wholly or partly void, voidable or unenforceable or is claimed to be so by the mortgagor; and
 - (v) If any event occurs that renders a collateral security enforceable.

4. Early repayment

The mortgagor shall be entitled to repay the whole of the principal sum or the amount then unpaid at any time with interest to be in accordance with the Second Schedule.

5. Security

- (a) In consideration of the mortgagee advancing money to the mortgagor under or pursuant to this deed each of the mortgagor and the guarantor, hereby charge the property referred to in the third schedule with the repayment of all money owing and agree upon demand from the mortgagee to procure the execution, in favour of the mortgagee of the collateral securities referred to in the third schedule.
- (b) The mortgagor and the guarantor, if any, agree that each of the securities described in the third schedule is a collateral security to the intent that the money owing is secured thereby. Default under any of the collateral securities shall constitute default under this deed.
- (c) Collateral security means any mortgage, charge or other encumbrance affecting any real or personal property now in

existence or which may in the future be given to the mortgagee by the mortgagor or any other person as security for the payment of the whole or any part of the money owing whether or not any other money is also secured thereby.

6. Governing laws and jurisdiction

The laws in force in New South Wales govern this deed.

7. Guarantors guarantee and indemnity

- (a) The guarantor agrees that the guarantee and indemnity is a continuing guarantee, and extends to the ultimate balance owing under this deed, and that the guarantor remains fully liable under the guarantee and indemnity despite the fact that the mortgagee might have done something which may otherwise have the effect at law or in equity of varying or discharging the guarantor's liability.
- (b) The mortgagee need not first exercise its rights against any of the mortgagors or against the mortgagors' security before exercising its rights under this guarantee against the guarantors.

8. Costs

The mortgagor shall pay all costs, fees and duties in connection with the negotiation, preparation, execution, and stamping of this deed and the exercise of the powers of the mortgagee on default, are payable by the mortgagor to the mortgagee on demand.

9. Independent Financial and Legal Advice

The mortgagor agrees that it has sought such financial and legal advice as it considers appropriate for an understanding of this deed before entering into it.

10. Notices

A notice or other communication to a party must be in writing and delivered to that party in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to an address advised by a party or an address specified in this Deed, when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number advised by a party, when it will be treated as received when it is transmitted; or
- (d) Sent by email to the email address advised by a party, when it will be treated as received when it enters the recipient's information system.

THE FIRST SCHEDULE

Item 1	Principal sum:	Two Hundred and Fifty Thousand Dollars (\$250,000)
Item 2	Due date:	1 April 2020
Item 3	Drawdown date:	1 August 2019

THE SECOND SCHEDULE

The mortgagor will pay to the mortgagee the principal sum, or so much thereof as shall remain unpaid on the 30th day of March 2019. At the same time, the mortgagor will also pay interest on the Principal Sum or on so much thereof as for the time being shall remain unpaid in the sum of \$25,000.00.

The mortgagor agrees to pay the sum of \$25,000 as the interest component even if the principal sum is repaid early in accordance with Clause 4.

In the event that the mortgagor fails to repay the principal sum, or so much thereof as shall remain unpaid then the mortgagor agrees that upon any judgment or order in which this or any preceding covenant may become merged at the rate of 10% per annum (annualised) until the principal sum and interest shall be fully paid and satisfied.

The mortgagor agrees, as an independent obligation which will not merge in any judgment or order, to pay interest on any judgment or order for the payment of all or any part of the money secured at the higher of the rate payable under the judgment or order or interest calculated at the rate and in the manner set out in the preceding sub-clause.


THE THIRD SCHEDULE

Mortgage over 179 Diamond Hill Drive, Kurrajong Hills NSW 2758 being the whole of the land comprised in title reference 20/80961620/809616.

Execution page


EXECUTED AS A DEED

EXECUTED BY LUHAN GROUP PTY LTD)
(ACN 166 713 846) in accordance with)
s.127 of the Corporations Act 2001:)


.....
Sole Director/Secretary

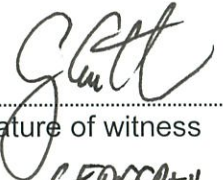
Name: Darren O'Connor


EXECUTED BY BALIAN PTY LTD (ACN)
162 981 445) as trustee for JAP62)
Superannuation Fund in accordance with)
s.127 of the Corporations Act 2001:


.....
Sole Director/Secretary

Name: John Anthony Parker

SIGNED SEALED & DELIVERED BY)
GARY MAURICE BURKE in the presence)
of:)


.....
Signature of witness


.....
Signature

GEOFFREY LOUIS CASTELLON
.....
Print name of witness