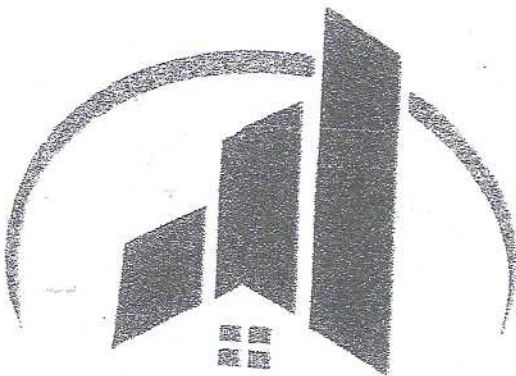


Investment Agreement

with



AMKS

Property Investment & Development Pty. Ltd.

JURISDICTION DETAILS:

LENDER DETAILS:

Type	Full Name	Address
	L. O'Leary Super Pty Ltd.	4 Creake St. Spencer Park WA. 6332

BORROWER DETAILS:

Type	Full Name	Address
Company	MKS Property Investments/Developments Pty Ltd (ACN 120 157 002)	Unit 14, 15-21 Collier Road, Morley, WA, 6062

INVESTMENT DETAILS:

Amount Invested: \$ 21,000.00

Interest Rate Type: Fixed

Interest Rate: 4.5 % of per annum

Maturity Date: 12 months from Contract Date

Amount Payable: \$ 21,945.00 On maturity date after one years plus the one year interest).

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This Agreement is between:

("Lender")

and

L,oto Super Pty Ltd.
4 Greake St. Spencer Park WA 6330

MKS Property Investments/Developments Pty Ltd (ACN 120 157 002) of Unit 14, 15-21 Collier Road, Morley, WA, 6062

("Borrower")

Background

- A. The Borrower wishes to borrow money from the Lender.
- B. The Lender is prepared to lend the money to the Borrower on these terms.

1. DEFINITIONS AND INTERPRETATION

a. Definitions

These words mean:

"Agreement" means this document as varied from time to time.

"Amount Lent" means \$21,000.00 plus any amounts previously lent and any further amounts advanced from time to time.

"Borrower's Covenants" means each covenant, agreement or obligation contained or implied in this Agreement or imposed by law to be observed and performed by the Borrower.

"Business Day" means any day not being a Saturday, Sunday or public holiday in Western Australia.

"Date of the Loan" means the date that this Agreement was entered into.

"Default Charge" means any additional cost, including enforcement costs and legal costs that the Lender incurs as a result of any late payment.

"Duty Acts" includes the *Duties Act 1999 (ACT)*, *Duties Act 1997 (NSW)*, *Duties Act 2008 (WA)*, *Duties Act 2001 (Qld)*, *Duties Act 2000 (Vic)*, *Duties Act 2001 (Tas)*, *Stamp Duties Act 1923 (SA)* and the *Stamp Duty Act (NT)*.

"Event of Default" means the events specified in clause 5 of this Agreement.

"Interest Rate" means 4.5 % per Annum

"Lender's Powers" means all or any of the rights powers and remedies contained or implied in this agreement exercisable by the Lender against any person

"Other Amounts Payable" means all amounts (other than the Amount Lent) payable by the Borrower under this Agreement, including:

- i. interest;
- ii. costs and expenses set out in clause 4 of this Agreement;

"Party" means the parties to this Agreement and "Parties" has a corresponding meaning.

"Term of the Loan" is 12 months from the Date of the Loan.

b. **Interpretation**

- i. If the Borrower or Guarantor (if any) comprises two or more persons, the terms on their part bind and are observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them.
- ii. References to clauses are references to clauses of this Agreement unless otherwise stated.
- iii. Headings do not affect this Agreement.
- iv. Words meaning the singular include the plural and vice versa. Any gender includes the other genders. Any reference to a person includes a reference to a corporation, firm, authority, government or governmental agency.
- v. All monies are in Australian currency.
- vi. A reference to a statute, ordinance, code, or other law, includes all regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements, of any of them.
- vii. A reference to any Party or to any other agreement, deed, licence, document or other instrument required under this Agreement or for the purposes of this Agreement includes that Party's executors, administrators, substitutes, successors and permitted assigns.
- viii. "Including" and similar expressions are not words of limitation.
- ix. When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

2. **AMOUNT LENT AND INTEREST**

- i. The Lender will pay the Amount Lent to the Borrower on the Date of the Loan, and the Borrower must pay the Amount Lent and all Other Amounts Payable to the Lender on the expiry of the Term of the Loan.
- ii. The Lender forfeits any interest earned if the Lender wishes to terminate or withdraw the agreement prematurely.
- iii. The Lender must provide 90 days notice in writing should they wish to terminate the agreement prematurely. This has to be agreed to by the Borrower and may be refused by Borrower.
- iv. Unless otherwise directed by the Lender, the Borrower must make all payments under this Agreement by electronic bank transfer to the Lender's bank account as advised by the Lender



- v. The Borrower reserve the right to review the Terms of the Loan including the length of the loan, interest rate and other parts of this agreement at any time.
- vi. Where a Lender is lending money to a company and could be adversely affected by the Debt Equity rules contained in Division 974 of the *Income Tax Assessment Act 1997 (Cth)* then this Agreement is to be interpreted and read down so that the money so lent to the company is at all times a loan to the company and not an injection of equity into the company. Further, the Agreement is to be interpreted and read down so that the repayment of any monies are not dividends but are repayments of debt and where applicable interest on that debt. Further, in these circumstances where the Term of the Loan is in excess of the requirements of a loan required by Division 974 then the Term of the Loan is accordingly reduced so that there is compliance with Division 974. Further, where the Interest Rate is under the rate required to comply with Division 974 then the rate is increased accordingly to a minimum rate to ensure that the monies lent remain monies lent under Division 974.

3. **INSTALMENT DELAY**

Not Applicable.

4. **OTHER COSTS AND CHARGES**

- i. The Borrower must pay to the Lender all the Lender's costs and expenses arising from the negotiation, preparation and signing of this Agreement provided the amounts are reasonable and have been reasonably incurred.

5. **EVENTS OF DEFAULT**

An Event of Default occurs if:

- i. the Borrower, as principal Borrower or otherwise, fails to pay the Amount Lent or Other Amounts Payable on the due date for payment under this Agreement;
- ii. an application is made to a court for an order summoning a meeting of any class of lenders of the Borrower;
- iii. the Borrower is a body corporate, and:
 - A. an application is made, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Borrower to be wound up unless the winding up is for the purpose of reconstruction and the Lender has first approved the scheme of reconstruction;
 - B. a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Borrower to be placed under official management;
 - C. a meeting of the Borrower is called to pass a resolution that any share capital not called up is not capable of being called up except in the event of the Borrower being wound up;
 - D. the Borrower is unable to pay its debts within the meaning of the *Corporations Act 2001 (Cth)*; or
 - E. an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Borrower or having



a similar effect to the dissolution or cancellation of the registration of the Borrower;

- iv. the Borrower becomes insolvent or admits in writing the inability of the Borrower to pay its debts;
- v. the Borrower is a natural person, and:
 - A. commits an act of bankruptcy as specified in the *Bankruptcy Act 1966* (Cth);
 - B. executes a deed of assignment or a deed of arrangement or enters into a composition under Part X of the *Bankruptcy Act 1966* (Cth); or
 - C. becomes incapable of managing the Borrower's affairs.

6. OCCURRENCE OF AN EVENT OF DEFAULT

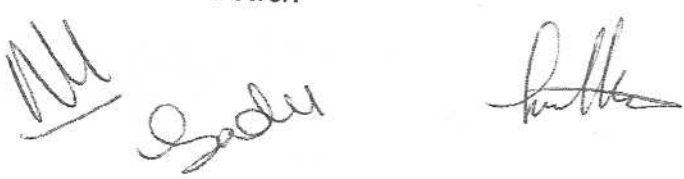
If an Event of Default occurs as specified in clause 5.i, the Lender must give the Borrower written notice specifying the particular default and if the Borrower has not remedied the default to the satisfaction of the Lender within 10 days of receiving the notice of default or in the case of any other Event of Default:

- i. the Lender may demand immediate payment of the Amount Lent and Other Amount Payable;
- ii. the Lender's Powers immediately become exercisable without demand or notice; and
- iii. the Borrower will be deemed to be in default under this Agreement.

If an Event of Default occurs, the amount outstanding that have yet to be repaid to the lender, including Amount Lent and Other Amount Payable, does not bear any interest.

7. LENDER'S POWERS

- i. Subject to the notice required in clause 6, the Lender may exercise the Lender's Powers:
 - A. without proof of default by the Borrower;
 - B. whether or not that default continues; and
 - C. notwithstanding any laches, neglect, or previous waiver by the Lender, in respect of the Borrower's Covenants or the exercise of the Lender's Powers.
- ii. The Lender may exercise any of the Lender's Powers at their discretion, and separately or concurrently with any other Lender's Power.
- iii. Failure to exercise or delay in exercising any of the Lender's Powers will not operate as a waiver of that Lender's Power.
- iv. A single or partial exercise of any of the Lender's Powers will not preclude any other or further exercise of that Lender's Power, or the exercise of any other Lender's Power.

Three handwritten signatures are present at the bottom of the page. The first signature on the left is written in blue ink and appears to be 'M'. The middle signature is written in black ink and appears to be 'Sade'. The signature on the right is written in black ink and appears to be 'K. H. H.'.

- v. Neither the:
- A. payment by the Lender of money that should have been paid by the Borrower; nor
 - B. observance or performance by the Lender of an obligation, direction or order which may or ought to have been performed or observed by the Borrower,

constitutes a waiver of a default or breach by the Borrower and does not prevent the Lender from exercising any of the Lender's Powers whether or not the Lender has previously waived, delayed or neglected to exercise any of the Lender's Powers.

- viii. No demand or notice made or given is waived by subsequent negotiation or payment.

8. GUARANTEE AND INDEMNITY

There is no guarantor for this arrangement. Furthermore, if the borrower is a company, the Lender is not allowed to go after the personal assets of the shareholders or the directors of the company. The company is a separate legal entity and there is limited liability for the shareholders of the company.

9. OTHER TERMS OF AGREEMENT

a. Continuing security

This Agreement is a continuing security until satisfaction of all terms of the Agreement. This is notwithstanding any settlement of account or intervening payment.

b. Statutory powers

The powers given under any statute (except to the extent inconsistent with the terms in this Agreement) are in addition to the powers given under this Agreement. The Lender may exercise such powers when the Lender becomes entitled to demand payment of any part of the Amount Lent and all Other Amounts Payable.

c. Notice demand or consent

- i. Any communication under this Agreement is to be in writing and signed by the Party giving it. Except as otherwise provided the communication may be delivered or sent by registered post and addressed to the addresses detailed in clauses 9.c.iii. and iv.
- ii. Communications by post are deemed received 48 hours after posting.
- iii. The Lender's postal address is the address of the first named Lender in this Agreement.
- iv. The Borrower's postal address is the address of the first named Borrower in this Agreement.

d. Power to remedy default

- i. If the Borrower defaults under this Agreement then the Lender may do such things and pay all such monies as in the absolute opinion of the Lender are desirable to



- ii. supersedes any prior agreement or understanding on anything connected with that subject matter.

I. Further Assurances

Each Party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Agreement.

m. Acknowledgment and Advice

The Lender warrants and covenants that they have read this Agreement and that they fully understand the terms of the agreement. The Lender further understands that they have a right to seek independent legal advice before they sign the agreement.

The Lender also understands that there are risks to any investment or commercial loan arrangement and hereby accept these risks.

Likewise, the Borrower warrants and covenants that they have read this Agreement and fully understands the obligations imposed on the Borrower pursuant to this Agreement.

10. TRUSTEE PROVISIONS

If the Borrower is borrowing in its capacity as trustee of any trusts (express, stated or otherwise) then the Borrower warrants that:

- i. it has power as trustee of the trust to unconditionally sign and deliver and perform its obligations under this Agreement;
- ii. in signing this Agreement and performing those obligations the Borrower (officers and agents) has properly performed its obligations to the beneficiaries of the trust;
- iii. all necessary action required by the trust deed to authorise the Borrower's unconditional signing and delivery of and performance of its obligations under this Agreement is met;
- iv. it is the only trustee of the trust;
- v. no action has been taken to remove the Borrower as trustee of the trust or to appoint an additional trustee of the trust;
- vi. the Borrower has a right to be fully indemnified out of all the trust property for the Amount Lent; and
- vii. the Borrower remains also personally liable for the Amount Lent.


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Dated this 19/2/19.

Lender:

Executed by
in accordance with
s127 of the *Corporations Act 2001* (Cth) or in
accordance with its constitution by

X 

1st Director's signature

2nd Director's / Company Secretary's
signature
(if applicable)

1st Director's name
(please print)

2nd Director's / Company Secretary's
name
(please print)


and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company.

Borrower:

Executed by
in accordance with s127 of the *Corporations Act 2001* (Cth) or in accordance with its
constitution by



1st Director's signature



2nd Director's / Company Secretary's
signature
(if applicable)

1st Director's name
(please print)

2nd Director's / Company Secretary's
name
(please print)

