

DATED

30 June 2015

BETWEEN

**SHARON LOK AND TUSHARA WICKRAMARIYARATNE AS TRUSTEES
FOR THE CHESTER COOK SUPERANNUATION FUND**

AND

**REMINGTON CAPITAL THE TRUSTEE FOR THE FIRST ESTATE
INVESTMENT TRUST**

LOAN AGREEMENT

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THIS DEED OF LOAN made the

30 day of JUNE

2015.

PARTIES

1. **SHARON LOK AND TUSHARA WICKRAMARIYARATNE AS TRUSTEES FOR CHESTER COOK SUPERANUATION TRUST** of 38/8 Baudinette Circuit, Bruce, ACT 2617;
(‘Lender’)
2. **PATRICK SUPOMO RUSLI acting on behalf of the company, REMINGTON CAPITAL in its role as corporate trustee for FIRST INVESTMENT ESTATE TRUST**
(‘Borrower’)

BACKGROUND

- A. By deed dated 8 September 2011 between SUPERHELP AUSTRALIA PTY LTD as settlor and SHARON LOK AND AND TUSHARA WICKRAMARIYARATNE as trustee, a SELF-MANAGED FUND was created known as the CHESTER COOK SUPER FUND.
- B. The Borrower has previously loaned the monies to purchase cash flow positive properties in New Zealand on 8 November 2013 for 2 years. This long-term investment is now being for another 2 years to capitalize on growth.
- C. The Lender has, at the request of the Borrower, agreed to assist the Borrower with the investments by advancing the Principal to the Borrower, in accordance with the terms of this agreement.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Business Day means a day in which banks in the State or Territory in which the Lender resides are open.

Costs mean the Costs specified in the Schedule.

Default Event means an event as specified in clause 6.1.

Drawdown Date means the drawdown date specified in this Schedule.

Final Payment means the final payment of Outstanding Principal in accordance with clause 4.1.

Final Payment Date means the final payment date specified in the Schedule.

Insolvency Event means:

- (a) the commission of an act of bankruptcy by a person under any Act;
- (b) the entering into of any arrangement, or the transfer of any assets, for the benefit of creditors;
- (c) an admission from the Borrower that any debts of the Borrower cannot be repaid; or
- (d) anything analogous or of substantially the same effect to any of the events described above.

Interest means interest payable in accordance with clause 3.

Interest Rate means the interest rate specified in the Schedule.

Loan means this loan between the Lender and the Borrower.

Outstanding Principal means all money owing by the Borrower to the Lender, including:

- (a) the Principal; and
- (b) Interest; and
- (c) any other costs payable by the Borrower to the Lender (or the Lender's agents) payable under this Agreement.

Principal means the principal amount loaned to the Borrower specified in the Schedule.

Property means *properties in New Zealand*.

Undertaking means an undertaking made by the Borrower in accordance with this Agreement.

Warranty means a warranty provided by the Borrower in connection with this Agreement, including (without limitation) the express warranties contained in this Agreement.

1.2 General Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to this Agreement or any instrument includes any variation or replacement of any of them;
- (b) a reference to a person includes a reference to a body corporate;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to dollars is a reference to Australian dollars;

- (e) and the singular includes the plural and vice versa;
- (f) headings do not affect the interpretation of this Agreement; and
- (g) the word include is used without any limitation.

1.3 Succession

Each party to this Agreement acknowledges that this Agreement is binding on each individual's legal personal representatives, executors and heirs.

2 THE ADVANCE

2.1 Advance

On the Drawdown Date, the Lender agrees to advance the Principal to the Borrower.

3 INTEREST

3.1 Interest Rate

Interest is payable on the Outstanding Principal at the rate specified in the Schedule.

3.2 Payable on Outstanding Principal

Interest is payable on the Outstanding Principal from the Drawdown Date until the date the Outstanding Principal is repaid.

3.3 Calculation of Interest

Interest will be calculated monthly in arrears.

3.4 Interest payable on demand

Interest is only payable if and when demanded by the Lender in writing.

3.5 Merging of Liability

If the Borrower's liability to repay the Outstanding Principal becomes merged in any judgment, order, deed or other thing, the Borrower must pay interest on the amount owing from time to time under that judgment, order, deed or other thing at the rate specified in the Schedule or the rate payable under the judgment, order, deed or thing, whichever is the higher.

4 REPAYMENT

4.1 Final Payment

The Outstanding Principal will be repaid to the Lender on or before the Final Payment Date.

4.2 No Set Off

The Borrower agrees to make the Final Payment without set off or counterclaim.

4.3 No Withholdings

To the full extent permitted by law, the Borrower agrees to make the Final Payment without any withholdings on account of any taxes or charges.

4.4 Deduction of Taxes

If the Borrower is required by law to deduct any taxes or charges, the Borrower must pay to the Lender such further sum as will result in the full amount of the Final Payment being received by the Lender.

5 WARRANTIES AND UNDERTAKINGS

5.1 Warranty

The Borrower warrants that:

- (a) this Agreement is a binding obligation upon it, and confers a benefit to the Borrower;
- (b) no Default Event has occurred at the date of this Agreement; and
- (c) if the Borrower is a corporation, the borrower has full power and authority to enter into this Agreement, and to do all things required by this Agreement.

5.2 Undertakings

The Borrower undertakes to notify the Lender of any Default Event as soon as reasonably possible after it occurs and to provide full details of the Default Event.

6 DEFAULT EVENTS

6.1 Occurrence of Default Event

A Default Event occurs if:

- (a) the Borrower does not pay any money payable under this Agreement as required;

- (b) the Borrower fails to perform or observe any of its obligations under this Agreement;
- (c) a Warranty is found to be incorrect or misleading;
- (d) the Borrower does not comply with an Undertaking; or
- (e) an Insolvency Event occurs in respect of the Borrower.

6.2 Consequences of Default

If a Default Event occurs, the Lender may notify the Borrower in writing that:

- (a) the Outstanding Principal plus outstanding interest plus all other money payable in accordance with this Agreement and any Security are:
 - (i) repayable upon demand; or
 - (ii) immediately due and payable;and/or:
- (b) the Lender's obligations are terminated.

7 COSTS

7.1 Costs Payable by Borrower

The Borrower agrees to pay:

- (a) to the Lender the Costs (if any) described in the Schedule on the Drawdown Date;
- (b) the Lender's costs (if any) in drafting, negotiating and enforcing this Agreement; and
- (c) all stamp duty, taxes and charges payable in respect of this Agreement.

7.2 Application

The Lender may apply any money received from the Borrower in payment of the costs referred to in this clause 7.

8 NOTICES

8.1 Service of Notices

A notice or any other communication under this Agreement:

- (a) must be in writing; and
- (b) posted to the last known address of a party; or

8.2 Time of Service

The time of service is deemed to be 3 Business Days after posting.

9 GOVERNING LAW AND JURISDICTION

9.1 Governing Law

This Agreement is governed by the law of the Australian Capital Territory.

9.2 Jurisdiction

Each party submits to the jurisdiction of the courts of the Australian Capital Territory and the courts of appeal then or subsequently available.

EXECUTED AS A DEED

Lender:


Signed Sealed and Delivered by **Sharon Lok AND Tushara Wickramariyaratne** as trustees for Chest Cook Superannuation Trust in the presence of:)
)
)
)
)
)



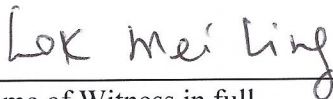
Name: Sharon Lok



Tushara Wickramariyaratne



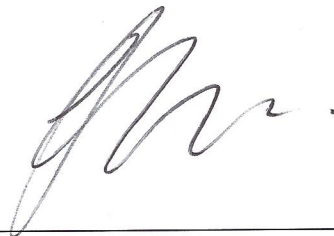
Signature of Witness



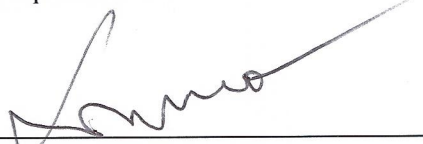
Name of Witness in full

Borrower:

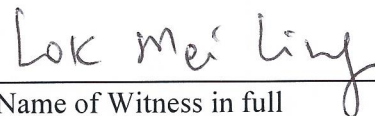
Signed Sealed and Delivered by **Patrick Supomo Rusli** acting on behalf of Remington Capital as Trustee for First Estate Investment Trust in the presence of:)
)
)
)
)



Name: Patrick Rusli



Signature of Witness



Name of Witness in full

SCHEDULE 1

Lender: Sharon Lok as Trustee for Chester Cook Superannuation Trust

Borrower: Remington Capital as trustee for First Estate Investment Trust

Principal: \$20,000

Security: N/A

Drawdown Date: The Date of this Deed, or some other date prior to sale or transfer of the Property to the Borrower agreed by both parties.

Interest Rate: To be determined annually by the Lender up to a maximum rate of 5% per annum

Final Payment Date: 30 June 2017

Costs: N/A

Address for Service:

Lender's Address	28/8 Baudinette Circuit Bruce ACT 2617
Borrower's Address	36 Badenoch Creacent Evatt ACT 2617