

DEED OF VARIATION OF LOAN AGREEMENT

Neil Alexander Muller and Karen Ann Muller

**Neil Alexander Muller and Karen Ann Muller as trustee of the N & K
Muller Superannuation Fund**

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DEED OF VARIATION OF LOAN AGREEMENT

DATE 31.1.2017

DETAILS OF PARTIES

Name	Neil Alexander Muller and Karen Ann Muller
Label	Lender
Address	

Name	Neil Alexander Muller and Karen Ann Muller as trustees for the N & K Muller Superannuation Fund
Label	Borrower
Address	

BACKGROUND

- A. The Lender and Borrower entered into a Loan Agreement (**Agreement**) on 13 December 2013.
- B. Pursuant to clause 14.8 of the Agreement, the Agreement may be amended by another document signed by the parties.
- C. The parties wish to vary the Agreement in accordance with the terms of this document from the date of this document (**Effective Date**).

OPERATIVE PROVISIONS

1. VARIATION OF THE AGREEMENT

The Agreement is varied on the Effective Date by:

- (a) inserting the following as the definition of "Repayments" in clause 1.1 of the Agreement:

Repayments means the repayments specified in Item 7 of Schedule 1

- (b) deleting the contents of Item 2 of the Schedule and replacing it with the following:

*The rate of interest is the Reserve Bank of Australia's Indicator Lending Rate for banks providing Standard Variable Housing Loans for Investors (**Indicator Lending Rate**) published for the month of May immediately prior to the start of the financial year.*

- (c) deleting the contents of Item 4 of the Schedule 1 of the Agreement and replacing it with the following:

Term: The date which is 15 years after the Settlement Date.

- (d) deleting the contents of clause 6.1 of the Agreement and replacing it with the following:

- (i) *The Borrower must pay to the Lender the Repayments on each Payment Date during the Term.*

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- (ii) *Each Repayment comprises interest under clause 4.2 and an amount in reduction of the Principal Sum.*
 - (iii) *The Borrower must pay to the Lender the balance of the Money Owing:*
 - (A) *on or before the Repayment Date; or*
 - (B) *on the occurrence of an Event of Default,**whichever is earlier.*
 - (e) Inserting the following as Item 7 of Schedule 1 of the Agreement:

Item 7 Repayments

Such repayments as are required to be made (and as shall be calculated by the Lender from time to time) so as to amortise the balance of the loan over the remaining term of the loan on a 'principal and interest' repayment basis, taking into account the Interest Rate applicable at such times.

2. GOVERNING LAW

This document is governed by the law in force in Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts for any proceeding in connection with this document, and waives any right it may have to claim that those courts are an inconvenient forum.

3. COSTS AND EXPENSES

Each party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery, registration and completion of this document and any related documentation.

4. COUNTERPARTS

This document may be executed in counterparts. A counterpart may be a copy of this document printed from a facsimile transmission or email. All counterparts together are taken to constitute one instrument. A copy of this document which has been executed by a party (**Signatory**) may be relied upon by a party to the same extent as if it was an original of this document executed by the Signatory.

Execution

Executed as deed.

Lender


SIGNED, SEALED AND DELIVERED by
NEIL ALEXANDER MULLER, in the
presence of:



Signature of witness

KYLIE HAYES

Name of witness (BLOCK LETTERS)



Signature of party

31.1.2017

Date signed

SIGNED, SEALED AND DELIVERED by
KAREN ANN MULLER, in the presence
of:



Signature of witness

KYLIE HAYES

Name of witness (BLOCK LETTERS)




Signature of party

31.1.2017

Date signed

Borrower

SIGNED, SEALED AND DELIVERED by
NEIL ALEXANDER MULLER as trustee
for the N & K Muller Superannuation
Fund, in the presence of:



Signature of witness

KYLIE HAYES

Name of witness (BLOCK LETTERS)



Signature of party

31.1.2017

Date signed

SIGNED, SEALED AND DELIVERED by
KAREN ANN MULLER as trustee for the
N & K Muller Superannuation Fund, in
the presence of:



Signature of witness

KYLIE HAYES

Name of witness (BLOCK LETTERS)



Signature of party

31.1.2017

Date signed