



**THIS DEED** is made on the 10<sup>th</sup> day of September 2020

**PARTIES:**

1. **NINA INVESTMENT PROPERTIES PTY LTD ATF THE NINA SUPER FUND** of C/- 9 The Bastion Castlecragg 2068 In the State of New South Wales (the "Lender");
2. **PAUL SIDEROVSKI** of C/- Unit 101/50 Hunter Street, Newcastle in the State of New South Wales ("the borrower").

**RECITALS:**

- A. The Lender has agreed to make the Loan to the Borrower.
- B. The Borrower agrees to repay the Loan to the Lender on the terms and conditions contained in this Deed.

**NOW THE PARTIES AGREE:**

**1.1 Definitions**

The following meanings apply to capitalised terms used in this Deed unless the context otherwise requires:

**"Business Day"** means any day on which trading banks generally are open for business in the place of receipt of any written notice, payment of any moneys or performance of any liability by any Party contemplated or required under this Agreement, excluding a Saturday, Sunday or a public holiday in that place.

**"Date of Advance"** means the date of this Deed.

**"Interest"** means interest calculated on the Loan Amount by applying the Interest Rate.

**"Interest Rate"** means 6.5% per annum, compounded weekly.

**"Loan Amount"** means the amount of \$70,000.00 seventy thousand dollars.

**"Loan Term"** means Thirty Six (36) months with the Borrower having the ability to extend the Loan Term for a further period of Twelve (12) months by notifying the Lender in writing before the expiration of the loan term.

**"Parties"** means the Lender and/or Borrower as the context requires.

## **1.2 General**

In this Deed, including the recitals, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) a word denoting the singular number includes the plural number and vice versa;
- (c) a word denoting an individual or person includes a corporation, firm, authority, government, or governmental authority and vice versa;
- (d) a word denoting a gender includes all genders;
- (e) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this agreement;
- (f) a reference to any agreement or document is to that agreement or document (and, where applicable any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (g) a reference to any party to this agreement, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors or permitted assigns;
- (h) a reference to "dollars" or "\$" is to an amount in Australian currency.

## **1.3 Headings and Parts of Speech**

In this Deed, including the recitals:

- (a) headings are for convenience of reference only and do not affect interpretations; and
- (b) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

## **2. LOAN**

### **2.1 Loan Amount**

On the Date of Advance the Lender shall advance the Loan Amount to the Borrower. The Borrower hereby acknowledges receipt of the Loan Amount.

## **2.2 Compounding of Interest**

- (a) Interest to be paid under this Deed by the Borrower to the Lender shall be compounded at the Interest Rate and only paid at the expiration of the Loan Term.
- (b) At the end of the Loan Term, the Loan Amount shall be immediately repayable in full plus the Interest Rate calculated in accordance with clause 2.2(a), unless the parties agree to extend the Loan Term, then the Loan Amount, plus the Interest Rate shall be repayable at the end of any such extended Loan Term.
- (c) However, the Borrowers reserve the right to repay the Loan Amount, plus the Interest Rate before the expiry of the Loan Term.

## **3. INTEREST**

### **3.1 Calculation of Interest**

Interest shall be compounded at the Interest Rate.

## **4. TERMINATION**

### **4.1 No Early Termination**

For the avoidance of doubt, the Lender warrants not to require payment of the Loan Amount or the Interest Rate before the end of the Loan Term.

## **5. LENDER POWERS**

### **5.1 Term**

The Parties may, at their sole discretion, extend the term of the Loan as contemplated in the definition of Loan Term.

## **6. GENERAL**

### **6.1 Amendment**

No variation or waiver of, or any consent to any departure by a Party from a provision of this Deed is of any force or effect unless it is confirmed in writing signed by the Parties and then that variation, waiver or consent is effective only to the extent for which it is made or given.

**6.2 Waiver**

The failure, delay, relaxation or indulgence on the part of any party in exercising any power of right conferred upon that Party by this Deed does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Deed.

**6.3 Liability of Parties**

If any Party to this Deed consists of more than one person then the liability of those persons in all respects under this Deed is a joint liability of all those persons and a separate liability of each of those persons.

**6.4 Entire Deed**

This Deed constitutes the sole and entire agreement between the Parties and any warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Deed is of no force or effect.

**6.5 Severance**

If any provision of this Deed is invalid and not enforceable in accordance with its terms, other provisions, which are self-sustaining and capable of separate enforcement with regard to the invalid provision, are and continue to be valid and enforceable in accordance with their terms.

**6.6 Further Assurance**

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents do, sign, execute and deliver, all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party effectively to carry out and give full effect to this Deed and the rights and obligations of the Parties under it.

**6.7 Counterparts**

This Deed may be executed by any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**6.8 Attorneys**

Where this Agreement is executed on behalf of a Party by an attorney, that attorney by executing declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this Deed on behalf of that Party.

**6.9 Stamp Duty and Goods and Services Taxes**

The Borrower must bear and is responsible for all stamp duty (if any) and Goods and Services Tax (if any) on or in respect of this Agreement and any instrument or transaction contemplated by this Agreement.

**6.10 Governing Law and Jurisdiction**

This Deed is governed by, and is to be construed in accordance with, the law of New South Wales.

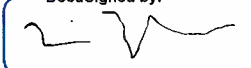
**7. GUARANTEE**

- 7.1** Paul warrants to personally guarantee the obligations of the Borrower to the Lender under this Loan Agreement.

**EXECUTED AS A DEED:**

**SIGNED SEALED and DELIVERED** by  
MEMBER: **NINA CRUZ**  
**NINA INVESTMENT PROPERTIES PTY LTD**  
**ATF THE NINA SUPER FUND**  
in the presence of:

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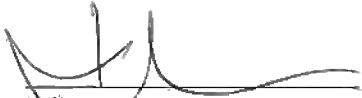
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Witness

**SIGNED SEALED and DELIVERED** by  
**PAUL SIDEROVSKI**  
in the presence of:

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Witness