Tarpin Finance Pty Ltd

ABN 84 622 556 423

LOAN AGREEMENT

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LOAN AGREEMENT

PARTICULARS

Agreement Date	The date this Agreement is signed by the last party to it.
Background	Tarpin Finance Pty ltd ("Lender") is lending money to SAINTLY HOLDINGS PTY LTD ("Borrower")

A PARTIES

A.1 SAINTLY HOLDINGS PTY LTD

Borrower	SAINTLY HOLDINGS PTY LTD (ABN: 33 665 358 252)
Address	
Contact	peter@peterlawrence.net.au

A.2 Tarpin Finance Pty Ltd

Lender	Tarpin Finance Pty Ltd
Address	Suite 1, 185 Gloucester Street, The Rocks, NSW, 200
Contact	george@tarpin.com.au

B LOAN

B.1 Agreement	The Lender agrees to lend to the Borrower the Loan Amount on the terms of this Agreement (**Loan**), provided that Lender shall only be obligated to lender the Loan if the Borrower has provided evidence satisfactory to the Lender that: 1. AUD$500,000 (or such other amount as agreed between the Lender and the Borrower) has been deposited in the Bank Account prior to the Lender lending the Loan; and 2. an authorised representative of each of the Lender and the Borrower are joint signatories to the Bank Account.
B.2 Loan Amount	The total amount to be lent by the Lender to the Borrower is AUD$500,000 (**Loan Amount**).
B.3 Start Date	1st February 2023
B.4 End Date	1st February 2025
B.5 Use of Funds	The sole purpose of the Loan is to fund the operations.

B.6 Repayment	To be repaid within 24 months
B.7 Security/Guarantee	The Lender will have full access rights to the Bank Account while the loan is in place and an authorised representative of each of the Lender and the Borrower shall be joint signatories to the Bank Account. The Borrower grants a security interest over the Bank Account in favour of the Lender to secure the repayment of the Loan Amount. The security interest granted by the Borrower is a charge and if for any reason it is necessary to determine the nature of such charge, it is a fixed charge. The Borrower must not do, or agree to do, any of the following without the consent of the Lender: (a) create or allow another interest in the Bank Account; or (b) dispose, or part with possession, of the Bank Account. The parties intend that the security interest under this Agreement take priority over all other security over the Bank Account other than any security which is expressed to have priority and any security mandatorily preferred by law. The Borrower represents and warrants to the Lender that: (a) this Agreement creates the security interest purported to be created by it over the assets purported to be encumbered by it; and (b) to the best of its knowledge and belief, the security interest under this Agreement has been perfected. SAINTLY HOLDINGS PTY LTD guarantees that they will have the equal amount of funds in this Bank account as the Lender and the Borrower may only make withdrawals from the Bank Account with the prior written consent of the Lender (acting reasonably). For example: The lender puts AU$500,000 in the Bank Account. SAINTLY HOLDINGS PTY LTD will have AU$500,000 in the Bank Account. So, there will be AU$1m in total in the Bank Account.
B.8 Fees & Interest	Interest shall be charged at a rate of 3% per annum
B.9 Bank Account	Lenders will pay the Loan to **Account Name:** **Account Number:** **BSB:**
B.10 Event of Default	It shall be an Event of Default if the Borrower does not repay the Loan in accordance with item B.6 above, The Grantor agrees to ensure that no Event of Default occurs.

B.11 Enforcement of security	If an Event of Default occurs, the security interest specified in item B.7 above is immediately enforceable without the need for any demand or notice to be given to the Borrower or any other person.

C LEGAL LOCATION

C.1 Legal Location	New South Wales, Australia.
C.2 Reference City	Sydney, Australia.

EXECUTION PAGE

By signing below, the parties agree to the Particulars and the General Conditions set out in this Agreement.

LENDER:

SIGNED for and on behalf of **Tarpin Finance Pty Ltd**
by its corporate representative in the presence of:

Director/Secretary:

Full Name: Robert Waterhouse

BORROWER

SIGNED by SAINTLY HOLDINGS PTY LTD

Director/Secretary

Full Name: Peter Lawrence

Doc ID: 56aefe2053a4590f4989cd8074d0c88b28922a3a

General conditions

1 INTERPRETATION

1.1 The following definitions apply in this document:

(a) **ACN** means Australian Company Number.

(b) **ABN** means Australian Business Number.

(c) **Agreement** means this Loan Agreement.

(d) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in the Reference City in the Legal Location.

(e) **General Conditions** means the provisions set out in the section of this Agreement entitled “General Conditions”.

(f) **Particulars** means the provisions set out in the section of this Agreement entitled “Particulars”.

1.2 Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

(a) The singular includes the plural and the opposite also applies.

(b) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(c) A reference to a clause refers to clauses in this Agreement.

(d) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.

(e) Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.

(f) A reference to a *party* to this Agreement or another agreement or document includes that party’s successors and permitted substitutes and assigns (and, where applicable, the party’s legal personal representatives).

(g) A reference to a *person*, *corporation*, *trust*, *partnership*, *unincorporated body* or other entity includes any of them.

(h) A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

(i) A reference to *dollars* or *$* is to an amount in Australian currency.

2 AMENDMENT AND ASSIGNMENT

2.1 This Agreement can only be amended, supplemented, replaced or novated by another agreement executed by the parties.

2.2 The parties to this Agreement may only assign or otherwise create an interest in their rights under this document with the written consent of each other party.

3 ELECTRONIC COMMUNICATION & NOTICES

3.1 The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.

3.2 The parties acknowledge and agree that this Agreement is binding upon each party if executed digitally and conveyed by electronic communication.

3.3 A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.

3.4 Notices must be sent to the parties' contact details as specified in item B of the Particulars.

4 GENERAL

4.1 **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

4.2 **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

4.3 **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.

4.4 **Liability for Expenses.** Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.

4.5 **Inconsistency.** If this Agreement is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

4.6 **Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

4.7 **Time.** Time is of the essence in this Agreement.

4.8 **Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

4.9 **Governing Law.** This Agreement is governed by the laws of the state set out in the Legal Location. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.

END GENERAL CONDITIONS

Dropbox Sign

Audit trail

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COMPLETED	**02 / 02 / 2023** 23:11:07 UTC	The document has been completed.