

APPROVED PRIVATE FUNDING TRANSACTION NONE NEGOTIABLE

Construction Pre Contractual Information.

SIGNATORY/S NAME/S [REDACTED] 2nd [REDACTED]
COMPANY [REDACTED] Pty Ltd
Funding application for \$25,000,000.00 Australian Dollars
Closing Fees of 5% \$1,250,000.00 Added to loan amount and deducted at first drawdown.
Total Funding \$26,250,000.00
Term 300 Months
Up to 7 Drawdown Stages within a 60 month period
Moratorium period 60 months
Notes
1. No interest will be accrued during the moratorium period
2. The first repayment will become due the last day of the moratorium period
Interest Rate 3.75% Capital & Interest Fixed
240 Monthly Repayments of \$150,223.90
Total Repayable \$36,053,736.00
Total Interest Payable \$9,803,736.00
Prepayment.
1. No early redemption penalties after 13 months of actual repayments
2. The borrower can repay in part or total prior to 13 months with a 4% redemption penalty.
3. The borrower may sell part of the title to another after firstly settling the loan amount on that particular section with a cost 4% of the repayment amount for that part applies.
Default. A 2% default fee for that month will be charged on a late payment
None Recourse: If you are applying as a company, funding will only be secured against the company and its assets, and not your personal assets.
This facility is subject to: A satisfactory valuation report.
A quantity surveyors report
Third Party Reports: This/these will be invoiced for under separate cover.
Instructions: Third party reports will be instructed by the lender only

Please Note: If you wish to proceed with this facility, a booking fee will be required for the amount of \$50,000.00 offset against closing costs. If however for any reason whatsoever you fail to proceed, this booking fee will become non refundable.

In total acceptance of this initial agreement in its entirety sign, print name/s and date below;

Signature [REDACTED]

Print Name [REDACTED] Date: 2-12-13

Signature [REDACTED]

Print Name [REDACTED] Date: 2-12-13

Once this document has been returned, loan documents will be sent to you, within the Loan Agreement there will be bank wire instructions, you have a maximum of 3 days in which to sign, scan and return said document and return it with your proof of transfer, failure to do so will result in your file being closed, once a file is closed it will under no circumstances be reconsidered again.

To proceed please sign above and return to your introducer.

This pre contractual document expires on December 02nd, 2013 at 6 pm Central European Time

NOTICE: Your property may be at risk if you fail to keep up repayments of a loan secured against it.

WARNING: An attempt to try and obtain funding by deception will result in authorities being notified,

MORTGAGE CAPITAL GROUP

ABN: 36 486 338 022

Address: Level 23, 40 City Road,
Southbank VIC 3006

T: 1800 064 064

W: www.mortgagecapitalgroup.com.auE: info@mortgagecapitalgroup.com.au**Mortgage Capital Group**

BUSINESS FUNDING AS IT SHOULD BE

MORTGAGE CAPITAL GROUP**Tax Invoice**

Business Funding As It Should Be

Invoice Date 2-Dec-13

Invoice Number 131202-MBL-BF

Invoice To [REDACTED] Pty Ltd

[REDACTED] NSW [REDACTED]

Invoice Description

| Description | Amount |
|------------------|---------------------|
| Booking Fee | \$ 50,000.00 |
| Sub Total | \$ 50,000.00 |
| GST on Sub Total | \$ 5,000.00 |
| Total | \$ 55,000.00 |

Bank Details for Electronic Funds Transfer Payment**WESTPAC Bank - Middle Brighton**

Reference: 131202-MBL-BF

BSB Number 033095

Account Number 349774

Account Name Mortgage Capital Group Pty Ltd

International Private Funding

Unregulated Private Funding <> Principle: Paul Robinson

Email: internationalprivatefunding@gmail.com Telephone: 0034 722 722 864

To proceed you are required to sign each page in total agreement of the terms and conditions herein.

CONSTRUCTION CONTRACT AGREEMENT (NONE NEGOTIABLE) Valid until December 12th, 2013 at 5 pm.

Signatory/s Names:

Company:

THIS AGREEMENT dated December the 10th, 2013 is made between [redacted] and [redacted] and the lender on the following terms and conditions. The borrower/s have received prior loans from the lender or has applied to the lender for a loan or loans or other financial accommodations, the borrower/s understands and agrees that: (a) in granting, renewing or extending any loan, the lender is relying upon the borrower/s representations, warranties, and agreements as set forth in this agreement; and (b) all such loans shall be and remain subject to the terms and conditions of this agreement.

> TERM;

This Agreement shall be effective as of the date of first drawdown and shall continue in full force and effect until such time as all of borrower's loan/s in favour of the lender have been repaid in full, including principal, interest, fees and charges, or until such time as the parties may agree in writing to terminate this agreement.

> COMPANY LOAN AUTHORISED SIGNATORY/S HEREAFTER;

The lender agrees to lend [redacted] and [redacted] and [redacted] is agrees to borrow from the lender the sum of Twenty Six Million Two Hundred and Fifty Thousand Australian Dollars. (\$26,250,000.00) including the closing fee as noted herein below.

> PURPOSE;

The Borrower shall use the principal sum for development purposes.

> REPAYMENT;

Within 25 years after the funds are been released, Borrowers promise to pay to the lender the Principal Sum of \$26,250,000.00 and interest of \$9,803,736.00.

> MORATORIUM;

60 Months

> CLOSING FEE INCLUDED;

\$1,250,000.00 Deducted at drawdown.

> NUMBER OF DRAW DOWNS;

7.

Loan Summary;

| | |
|---------------------------|-----------------------------------|
| Interest Rate: | 3.75% Capital and Interest Fixed. |
| Loan Contract Term: | 300 Months |
| Loan Repayment Term: | 240 Months |
| Number of Payments: | 240 Months |
| Monthly Payment: | \$150,223.90 |
| Total Principal to Repay: | \$26,250,000.00 |
| Total Interest to Repay: | \$9,803,736.00 |

RESPONSIBILITY;

Although this agreement may be signed below by more than one person the lender and the borrower understands that it's ~~his~~ the companies responsibility for paying back the full amount and the first payment to begin in no later than 90 days from the date when the loan is disbursed. Unless such option applies that there in a moratorium period, repayments then will become due and payable upon the last day of the moratorium period.

SECURITY;

As continuing security for the advance of the principal sum, the borrower/s shall give collateral to prevent the lender in case anything goes into default. The payment of fees and expenses; The borrower/s shall pay to the lender all fees, charges, and other expenses which are then due and payable as specified in this agreement.

COMPLIANCE WITH LAWS;

The borrower/s will not violate any laws, regulations, rules, orders, judgments or decrees applicable to the borrower/s or the borrower/s property, except for those which the borrower/s challenges in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should the borrower lose. On request, the borrower/s will provide the lender with written evidence that the borrower/s has fully and timely paid taxes, assessments and other governmental charges levied or imposed on the borrower/s and its income, profits and property. The borrower/s will adequately provide for the payment of taxes, assessments and other charges that have accrued but are not yet due and payable.

GOVERNING LAWS;

If the case of a dispute, or breach of this or any agreement for any reason whatsoever, this agreement will be governed by the laws of the United Kingdom under British law.

NOTICE;

The borrower/s will promptly notify the lender of any material change in financial condition, as a default under the loan document/s, or a default under any agreement with a third party which materially and adversely affects the borrower's property, operations or financial condition.

DEFAULT;

The borrower/s shall be in default if the borrower/s fails to make payment when due. The lender can demand for payoff if payments are not made for a period of three consecutive months.

Directors Signature:

Printed Name:

Directors Signature:

Printed Name:

Any signed copy of this agreement howsoever received should be treated as if it where the original

International Private Funding Paul Robinson, 72 Plaza Colón, Alicante, 03002, Spain. Email: internationalprivatefunding@gmail.com Unregulated Private Funding

REMEDIES;

After the borrower/s default/s, and after the lender gives any legally required notice and opportunity to cure the defaults, the lender may at its option use any and all remedies the lender has under international law or in any of the loan documents, including, but not limited to, terminating any commitment or obligation to make additional advances or making all or any part of the amount owing immediately due. The lender may set-off any amount due and payable under the terms of the loan against the borrower/s right/s to receive money from the lender, unless prohibited by applicable law. Except as otherwise required by law, by choosing any one or more of these remedies the lender does not give up the lender's right to use any other remedy. The lender does not waive a default if the lender chooses not to use a remedy, and may later use any remedies if the default continues or occurs again.

WAIVERS AND CONSENT;

The borrower/s, to the extent permitted by law, consents to certain actions the lender may take, and generally waives defences that may be available based on these actions or based on the status of a party to the loan. The lender may renew or extend payments on the loan. The lender may release any borrower/s, endorser, guarantor, surety, or any other co-signer. The lender may release, substitute, or impair any property securing the loan. The lender's course of dealing, or the lender's forbearance from, or delay in, the exercise of any of the lender's rights, remedies, privileges, or right to insist upon the borrower/s strict performance of any provisions contained in the loan document/s, will not be construed as a waiver by the lender, unless the waiver is in writing and signed by the lender. The lender may participate or syndicate the loan and share any information that the lender decides is necessary about the borrower/s and the loan with the other participants.

JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS;

Each borrower, individually, has the duty of fully performing the obligations on the loan. The lender can sue all or any other borrowers upon breach of performance. The duties and benefits of this Loan will bind and benefit the successors and assigns of the borrower/s and the lender.

AMENDMENT, INTEGRATION AND SEVERABILITY;

The loan document/s may not be amended or modified by oral agreement, the borrower/s agree that any party signing this agreement as a borrower is not authorized to modify the terms of the loan document/s. The borrower/s agrees that the lender may inform any party who guarantees this loan of any loan accommodations, renewals, extensions, modification, substitutions, or future advances. The loan documents are the complete and final expression of the understanding between the borrower/s and the lender. If any provision of the loan document/s is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

PREPAYMENT;

1. The borrower/s has the right to prepay the whole outstanding amount with no prepayment penalty after 13 months of actual payments.
2. The borrower can repay in part or total prior to 13 months with a 4% redemption penalty.
3. The borrower may sell part of the title to another after firstly settling the loan amount and that particular section, this being a split deed transaction will cost 4% of the repayment amount for that part.

LATE PAYMENT CHARGE;

Any instalment not paid of its due date shall be subject to a late charge of 2% of loan amount due to be paid for that month.

COUNTERPARTS;

This agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

SUCCESSORS AND ASSIGNS;

This agreement shall be binding upon and shall ensure to the benefit of the lender and the borrower and their respective successors and assigns. The borrower may not assign or transfer its rights and obligations under this agreement without the prior written consent of the lender. The lender may assign or transfer its rights and obligations under this agreement without the borrower's consent.

IMPORTANT NOTICES;

I/we or the company understands that it is a requirement to show the my, our or the companies project is a legal transaction with loan funds intended for the project only, and not for drugs, arms, terrorists or any illegal activity, and;

I/we or the company fully understand that the lender will not knowingly become involved in compounding client/s problems, contract races, auctions or the result of vendor pressure, and;

I/we or the company fully understand that this is an unregulated private transaction, and;

I/we or the company fully understands that to try to obtain funding by deception is an offence, and authorities will be notified without notice, and;

I/we or the company fully understand that to either withdraw or breach any of the terms herein will result in settlement of the closing fee as noted herein becoming payable upon demand, and;

I/we or the company fully understands that any commitments fee payable with be deducted from the closing fee, if however for any reason whatsoever you fail to proceed, this booking fee will become none refundable.

I/we or the company fully understand that any asset the funding is secured against may be repossessed if I/we or the company fail to keep up the repayments of a loan secured against it.

International Private Funding strongly recommends that you seek legal advice prior to entering into any agreement, furthermore, if English is not your first language, you should have this document professionally translated prior to signing this English worded agreement, in signing this agreement, you are waiving your rights in pleading ignorance or misrepresentation of the terms herein.

This loan is subject to the satisfactory outcome of the following;

A: Draw down re-evaluations

B: Quantity Surveyors Report

Amount Payable To Proceed:

\$77,890.00 Indemnified First Valuation Report.

Existing third party reports are not acceptable. All reports are invoiced under separate cover or as specified herein, and instructed only by the lender.

Directors Signature:

Printed Name:

Directors Signature:

Printed Name:

Any signed copy of this agreement howsoever received should be treated as if it were the original

International Private Funding Paul Robinson, 7 2 Plaza Cokin, Alicante, 03702, Spain Email: info@ipfunding.com www.ipfunding.com Unregulated Private Funding

| _Pmt | _Pct_Int | _Payment | _Interest | _Principal | _Balance | _Cum_Int |
|------|----------|-----------|------------|------------|------------|------------|
| 0 | 0 | 0 | 0 | 0 | 26250000 | 0 |
| 1 | 3.75 | 155633.18 | 83606.9548 | 72026.2252 | 26177973.8 | 83606.9548 |
| 2 | 3.75 | 155633.18 | 75297.1616 | 80336.0184 | 26097637.8 | 158904.116 |
| 3 | 3.75 | 155633.18 | 83121.6769 | 72511.5031 | 26025126.3 | 242025.793 |
| 4 | 3.75 | 155633.18 | 80212.7151 | 75420.4649 | 25949705.8 | 322238.508 |
| 5 | 3.75 | 155633.18 | 82650.5096 | 72982.6704 | 25876723.1 | 404889.018 |
| 6 | 3.75 | 155633.18 | 79755.318 | 75877.862 | 25800845.3 | 484644.336 |
| 7 | 3.75 | 155633.18 | 82176.3849 | 73456.7951 | 25727388.5 | 566820.721 |
| 8 | 3.75 | 155633.18 | 81942.423 | 73690.757 | 25653697.7 | 648763.144 |
| 9 | 3.75 | 155633.18 | 79067.9256 | 76565.2544 | 25577132.4 | 727831.069 |
| 10 | 3.75 | 155633.18 | 81463.8536 | 74169.3264 | 25502963.1 | 809294.923 |
| 11 | 3.75 | 155633.18 | 78603.3426 | 77029.8374 | 25425933.3 | 887898.266 |
| 12 | 3.75 | 155633.18 | 80982.2802 | 74650.8998 | 25351282.4 | 968880.546 |
| 13 | 3.75 | 155633.18 | 80744.515 | 74888.665 | 25276393.7 | 1049625.06 |
| 14 | 3.75 | 155633.18 | 72703.8967 | 82929.2833 | 25193464.4 | 1122328.96 |
| 15 | 3.75 | 155633.18 | 80241.8606 | 75391.3194 | 25118073.1 | 1202570.82 |
| 16 | 3.75 | 155633.18 | 77417.0632 | 78216.1168 | 25039857 | 1279987.88 |
| 17 | 3.75 | 155633.18 | 79752.6168 | 75880.5632 | 24963976.4 | 1359740.5 |
| 18 | 3.75 | 155633.18 | 76942.1178 | 78691.0622 | 24885285.4 | 1436682.62 |
| 19 | 3.75 | 155633.18 | 79260.3021 | 76372.8779 | 24808912.5 | 1515942.92 |
| 20 | 3.75 | 155633.18 | 79017.0524 | 76616.1276 | 24732296.4 | 1594959.97 |
| 21 | 3.75 | 155633.18 | 76228.0507 | 79405.1293 | 24652891.2 | 1671188.02 |
| 22 | 3.75 | 155633.18 | 78520.1205 | 77113.0595 | 24575778.2 | 1749708.14 |
| 23 | 3.75 | 155633.18 | 75745.6419 | 79887.5381 | 24495890.6 | 1825453.78 |
| 24 | 3.75 | 155633.18 | 78020.0694 | 77613.1106 | 24418277.5 | 1903473.85 |
| 25 | 3.75 | 155633.18 | 77772.8695 | 77860.3105 | 24340417.2 | 1981246.72 |
| 26 | 3.75 | 155633.18 | 70011.6955 | 85621.4845 | 24254795.7 | 2051258.42 |
| 27 | 3.75 | 155633.18 | 77252.1756 | 78381.0044 | 24176414.7 | 2128510.59 |
| 28 | 3.75 | 155633.18 | 74514.7535 | 81118.4265 | 24095296.3 | 2203025.35 |
| 29 | 3.75 | 155633.18 | 76744.1657 | 78889.0143 | 24016407.3 | 2279769.51 |
| 30 | 3.75 | 155633.18 | 74021.5904 | 81611.5896 | 23934795.7 | 2353791.1 |
| 31 | 3.75 | 155633.18 | 76232.9669 | 79400.2131 | 23855395.5 | 2430024.07 |
| 32 | 3.75 | 155633.18 | 75980.0751 | 79653.1049 | 23775742.4 | 2506004.15 |
| 33 | 3.75 | 155633.18 | 73279.8309 | 82353.3491 | 23693389 | 2579283.98 |
| 34 | 3.75 | 155633.18 | 75464.0802 | 80169.0998 | 23613219.9 | 2654748.06 |
| 35 | 3.75 | 155633.18 | 72778.9162 | 82854.2638 | 23530365.7 | 2727526.97 |
| 36 | 3.75 | 155633.18 | 74944.8464 | 80688.3336 | 23449677.3 | 2802471.82 |
| 37 | 3.75 | 155633.18 | 74687.8519 | 80945.3281 | 23368732 | 2877159.67 |
| 38 | 3.75 | 155633.18 | 67216.7833 | 88416.3967 | 23280315.6 | 2944376.45 |
| 39 | 3.75 | 155633.18 | 74148.4303 | 81484.7497 | 23198830.9 | 3018524.88 |
| 40 | 3.75 | 155633.18 | 71501.717 | 84131.463 | 23114699.4 | 3090026.6 |
| 41 | 3.75 | 155633.18 | 73620.9382 | 82012.2418 | 23032687.2 | 3163647.54 |
| 42 | 3.75 | 155633.18 | 70989.6412 | 84643.5388 | 22948043.6 | 3234637.18 |
| 43 | 3.75 | 155633.18 | 73090.135 | 82543.045 | 22865500.6 | 3307727.32 |
| 44 | 3.75 | 155633.18 | 72827.2332 | 82805.9468 | 22782694.6 | 3380554.55 |
| 45 | 3.75 | 155633.18 | 70219.1327 | 85414.0473 | 22697280.6 | 3450773.68 |

Directors Signature:

Printed Name:

Directors Signature:

Printed Name:

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