

Rabobank Standard Loan Terms **Term Loan (SMSF)**

October 2021

These Standard Loan Terms are incorporated into and form part of any Facility Agreement which refers to or annexes these Standard Loan Terms.

Rabobank Australia Limited
ABN 50 001 621 129 AFSL 234 700



Rabobank

Summary – Key general terms and conditions

We set out in the table below a summary of the key general terms of your 'Term Loan (SMSF)' facility with Rabobank. The information in this table below is intended to give you an overview of key general terms and conditions of the Standard Loan Terms (or "SLT"). It does not describe these terms and conditions comprehensively.

Please ensure you read and understand the SLT (and the other documents that comprise our agreement with you) in full and not just this summary. The references to the SLT are provided in the right hand column of the table below.

If you are unsure about any aspect of the terms and conditions, please ask us or your legal adviser. We strongly recommend that you seek legal advice before entering into this agreement.

Key Features	Summary information of key general terms and conditions	SLT reference
Specific terms and conditions	This document sets out the key general terms and conditions of a Term Loan (SMSF) facility only. For specific terms of our agreement with you including the loan period, the applicable interest rate, the loan limit, your repayments and other special conditions, please refer to the 'Letter of Offer'.	
Applicable interest rate	The interest rate applicable to a Term Loan (SMSF) product: <ul style="list-style-type: none"> • can be a fixed interest rate or a variable interest rate; • for any amounts that have become due and payable but you have not yet paid, a further 4% is added on; and • different rates can apply to your loan at the same time (for example, if part of your loan has its interest rate fixed). 	D, E, F
Fixed interest rates	For fixed interest rates (called a 'Fixed Interest Option' in the SLT), you can choose to have a fixed rate apply immediately or at an agreed time in the future. However, please be aware that if you choose to fix your rate (whether immediately or in the future) and you later change your mind, you may be liable for break costs that can be very substantial.	D, F, I
Debiting of interest	You are required to repay any outstanding debit balance for your Term Loan (SMSF) facility in full at the expiry of the loan period or if the security is sold. Other repayment requirements may also be specified in the Letter of Offer. Interest is debited to your account on the 'Interest Payment Date' (specified in the Letter of Offer).	E, J
Fees and costs	You are responsible for certain matters described in the terms and conditions. These include costs Rabobank incurs to external parties (eg legal fees) when Rabobank does something or changes something on your request, or costs Rabobank reasonably needs to incur when you are in default (or we suspect you may be in default). Please refer to the SLT for a complete list.	K
Events of Default	Please carefully read about the matters in the SLT that would be an 'Event of Default'. If you breach the terms of the agreement and the breach is of a kind that is specified as an 'Event of Default', the terms and conditions generally require Rabobank to notify you of the breach and give you an opportunity to remedy that breach. However, if the breach is not remedied, Rabobank is entitled to demand full repayment of amounts outstanding and take other action necessary in order to protect its interests. Please carefully read about the matters in the SLT that would be an 'Event of Default' and what action Rabobank can take as a result.	L
Account statements	Generally, Rabobank will provide you with statements of account monthly by electronic means (unless you have chosen to receive paper statements).	O(17)
Pre-settlement conditions	The terms and conditions (and also the Letter of Offer) specify that certain things need to occur before you can first access and draw down on your Term Loan (SMSF) facility.	B
Undrawn loan amounts	Any amount of your loan limit that is not drawn down is called the 'Undrawn Amount' in the SLT. Rabobank can reduce the loan limit by any Undrawn Amount by giving you notice on the same day. You are able to do the same by giving us 3 days' notice.	C

Key Features	Summary information of key general terms and conditions	SLT reference
Loan Conditions Review and Loan Pricing Review	<p>Rabobank can conduct reviews of your loan conditions and pricing at times specified in the Letter of Offer and permit Rabobank to change certain things about how a Term Loan (SMSF) facility is offered to you. For example, Rabobank may, among other things, require full or partial repayment of the facility if it exercises its discretion to do so or vary some or all of the terms (including pricing) applying to the facility. If such changes are made, we will provide you with 90 days' notice if you are required to fully or partially repay the facility or of any variations to the facility agreement aside from a change to the pricing.</p>	<p>H</p>
Undertakings, representations and warranties, acknowledgements, and indemnities	<p>Please note that if we agree to provide you with a Term Loan (SMSF) facility, we do so on the basis of certain conditions listed in clause O. These are too numerous to list in this summary but generally fall into the following categories:</p> <ul style="list-style-type: none"> • you undertake to do certain things (clause O(1)); • you represent and warrant to us about certain things at the time you enter into the facility and as long as the facility remains active (clause O(2) - O(3)); and • you also acknowledge certain matters (O(4)). <p>You also agree to 'indemnify' Rabobank in certain circumstances. This means that if certain things happen, you agree you will be responsible for bearing those costs and, in some cases, compensating Rabobank for the fees, loss or damages Rabobank has incurred. Please ensure you understand what these circumstances are.</p>	<p>O</p>

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A. Definitions and Interpretation

1. Definitions

Where commencing with a capital letter in these Standard Loan Terms and the Letter of Offer:

"Account" means the account established with Rabobank by the Borrower under the Facility Agreement.

"Account Owner" **"Borrower"**, **"you"** means each person specified as a Borrower in the Facility Agreement;

"Applicable Base Rate" means the Base Rate quoted by Rabobank and accepted by the Borrower in respect of a Fixed Interest Option and/ or where the Borrower has not selected a Fixed Interest Option, the Prime Floating Rate;

"Base Rate" is the interest rate relative to Fixed Interest Options, as determined by Rabobank from day to day;

"Break Costs" means the costs described in Clause I;

"Corporations Law" means the Corporations Act 2001(Cth);

"Dollars", **"Dollar"** and **"\$"** mean the lawful currency of Australia;

"Establishment Fee" means the fee described in Clause B11(a);

"Event of Default" means any event or circumstance described as an Event of Default in the Facility Agreement;

"Facility" means the Loan Balance and any Undrawn Amount under the terms and conditions of the Facility Agreement;

"Facility Agreement" means the agreement constituted by the Borrower's acceptance of the Letter of Offer, which incorporates by reference these Standard Loan Terms as varied or replaced pursuant to Clause H or otherwise by written agreement between Rabobank and the Borrower;

"Fixed Interest Option" means a fixed interest period the Borrower may select to apply to a drawdown of the Facility and may be of a duration of 1, 2, 3 or 6 months or 1, 2, 3, 4 or 5 years or such other period to which Rabobank may, in its absolute discretion, agree;

"Insolvency Provision" means any law relating to insolvency, sequestration, liquidation, or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors and of preferences and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions) and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person;

"Interest Payment Dates" means the dates upon which interest (accruing from a drawdown or a previous Interest Payment Date), become due and payable and are the dates specified in the Facility Agreement;

"Letter of Offer" means the letter, together with any schedule attached to the letter, from Rabobank offering the Facility to the Borrower or offering to vary the Facility to the Borrower upon the terms of these Standard Loan Terms as amended from time to time;

"Loan Balance" means the amount of the Facility for the time being drawn down and outstanding;

"Loan Conditions Review" means a review and possible variation of the terms and conditions governing the Facility pursuant to Clause H;

"Loan Limit" means the amount described as such in the Facility Agreement or such amount as varied from time to time under the Facility Agreement and is the maximum amount of the Facility from time to time;

"Loan Period" means the duration of the Facility referred to in the Facility Agreement;

"Loan Pricing Review" means a review and possible variation of the Margin, and the Interest Payment Dates pursuant to Clause H;

"Loan Purpose" means the purpose or purposes described in the Facility Agreement and any other purpose approved by Rabobank, in writing, at any time;

"Margin" means the margin specified in the Facility Agreement;

"Overdue Money" means any moneys, which have become due and payable under the terms of the Facility Agreement which the Borrower has failed to pay;

"Partnership" means the Borrower and such other persons who at any time undertake the business of the Borrower and includes without limitation those persons who from time to time are trading under the business name (whether registered or not) specified in the Facility Agreement;

"Rabobank", **the Bank**, **we**, **us** means Rabobank Australia Limited, ABN 50 001 621 129;

"Prime Floating Rate" is Rabobank's variable interest rate as determined by Rabobank from time to time;

"Related Body Corporate" has the meaning given in Section 9 of the Corporations Law;

"Relevant Person" means the Borrower and each Security Provider severally, and if the Borrower or any Security Provider is a corporation, each Related Body Corporate of the Borrower or Security Provider;

"Security" and **"Securities"** means the securities listed in the Facility Agreement and any other guarantee or indemnity given in respect of an obligation of the Borrower under the Facility Agreement and any other legal or equitable mortgage, charge or other security of any nature which secures an obligation or liability of the Borrower under the Facility Agreement or of a Security Provider in respect of the Facility;

"Security Provider" means any person who at any time gives a Security to Rabobank; and

"Undrawn Amount" means that part of the Loan Limit which is undrawn.

2. Interpretation

- (a) A reference to a Business Day means a day during which banks are open for general banking business in Sydney.
- (b) A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced from time to time.
- (c) Unless the context otherwise requires, a word which denotes:
 - (i) the singular includes the plural and vice versa;
 - (ii) any gender includes the other gender;
 - (iii) a person includes an individual, a body corporate, a firm and a government; and
 - (iv) the whole includes any part.
- (d) References to any specific statute, regulation, order, by-law or other legislation are references to such statutes, regulations, orders, by-laws or other legislation as amended, consolidated, re-enacted, substituted or extended from time to time.
- (e) Where any term is defined in these Standard Loan Terms and that term is used in the Letter of Offer, such definition shall apply to the Letter of Offer.
- (f) In the event that there is any conflict between the terms of the Letter of Offer and the Standard Loan Terms, the Letter of Offer shall apply.
- (g) In the event that there is any conflict between the terms of the Facility Agreement and any Security the Facility Agreement shall apply.
- (h) A reference to a Clause is a reference to a Clause in these Standard Loan Terms

3. Joint and several

- (a) Any agreement, warranty, representation or obligation which binds or benefits two or more persons under the Facility Agreement binds or benefits those persons jointly and severally as principal debtors.
- (b) If the Borrower comprises two or more people, each Borrower is jointly and severally liable for all debts incurred under the Facility Agreement.
- (c) Rabobank will allow a joint Borrower to end their liability in respect of future advances or financial accommodation on giving us written notice. This right only applies where Rabobank can terminate any obligation it has to provide further credit to any other joint Borrower under the Facility Agreement.
- (d) If any joint Borrower gives Rabobank written notice to terminate their liability for future advances or financial accommodation to Rabobank, then Rabobank may terminate its obligation to provide the Facility or allow any further drawings under the Facility. A joint Borrower which gives such a notice will still be liable for amounts relating to credit provided under the Facility Agreement before the notice is received by Rabobank.
- (e) Rabobank may deliver to any joint Borrower any documents, deeds or items which we hold.
- (f) Where one joint Borrower dies, the survivor(s) will own the Facility.
- (g) A Borrower can advise us to change the authority so that all owners of the Account must approve future withdrawals. Rabobank may also decide to permit operations on the joint account only if all joint account owners authorise such operations if Rabobank becomes aware of any dispute between persons that own the account.

4. Successors and assigns

A person includes the trustee, executor, administrator, successor in title and assign of that person. The Borrower is not entitled to assign its interest in the Facility Agreement.

5. Headings and table of contents

Headings and the table of contents must be ignored in the interpretation of the Facility Agreement.

6. Inconsistency

These Standard Loan Terms set out our agreement with you about the Facility. We advise you to read all of the terms and conditions applicable to your Account, including any terms in the Letter of Offer. If there is an inconsistency between any of the terms of our agreement with you, then the terms of the Letter of Offer will prevail over these Standard Loan Terms to the extent of the inconsistency.

B. Conditions Which the Borrower Must Satisfy Before Settlement

1. Securities

- (a) Settlement of the Facility or any variation to the Facility is conditional upon the Securities described in the Facility Agreement together with any supporting or associated documents requisitioned by Rabobank being validly executed, duly stamped, in registrable form (where appropriate), and delivered to Rabobank or Rabobank's solicitor.
- (b) Prior to settlement of the Facility, evidence must also be provided to Rabobank that the Securities will rank as set out in the Facility Agreement and that no mortgages or charges have been granted in favour of any other person by the Security Provider other than those previously approved by Rabobank.

- (c) Before effect is given to any variation of the Facility Agreement, the Security Providers must:
 - (i) affirm the existing Security;
 - (ii) warrant that such Security has been validly executed and that neither it nor Rabobank's priority has been affected by any dispute, government proposal or notice or actual or proposed dealing;
 - (iii) warrant that rates, taxes and other outgoings payable have been paid;
 - (iv) if applicable, warrant that there has been no change in the constitution of the trustee or the powers of the trustee and there has been no breach of trust; and
 - (v) if applicable and where a Security Provider is a corporation or trustee, warrant to Rabobank that the provision of the Security continues to benefit the Security Provider.
- (d) Before settlement is effected, Rabobank's solicitor is to certify to Rabobank that settlement may proceed.

2. Guarantor to be independently advised

If any Security is a guarantee or otherwise given by a third party, evidence must be produced that each individual Security Provider clearly understood their obligations to Rabobank and the commercial and financial risks in giving the Security before it was executed and that each individual executed the Security voluntarily and where necessary obtained independent advice;

3. Trusts

If a Borrower or Security Provider is a trustee, evidence must be produced, prior to settlement of the Facility, that the giving of the Security is a proper exercise of the trustee's powers and is for the benefit of the trust and if necessary has been authorised by the beneficiaries who must have full legal capacity;

4. Companies

If a Security Provider is a company, evidence must be produced, prior to settlement of the Facility, that the security is for the benefit of the company and is authorised by all of its shareholders who must have full legal capacity;

5. Estates

If a Security Provider or Borrower is a trustee of a deceased estate, evidence must be produced, prior to settlement of the Facility that Probate has been granted or Letters of Administration issued.

6. Searches and Enquiries

Prior to settlement of the Facility, Rabobank must be satisfied that the assets to be mortgaged or charged under the Securities are not encumbered or affected in any way which may adversely affect their value (as estimated by Rabobank), their saleability or the Security required by Rabobank over them.

7. Where purpose of the Loan is to purchase land

If a purpose of a drawdown includes the purchase of land, a copy of the contract certified as a true copy by the Borrower's solicitor or other person acceptable to Rabobank must, upon request, be furnished to Rabobank or its solicitor prior to settlement. The terms of such contract must be consistent with information provided to Rabobank in connection with the Borrower's application for the Facility;

8. Mortgagor to be in occupation or lease to be satisfactory

Rabobank must be satisfied that the mortgagor under any mortgage Security is or will be in exclusive occupation of the land. If Rabobank has approved the Facility on the basis of any disclosed tenancy, share farming agreement or similar arrangement, a certified copy of that agreement must be furnished to Rabobank or its solicitor prior to settlement. The terms of such agreement must be consistent with information provided to Rabobank in connection with the Borrower's application for the Facility and must comply with the terms of any law;

9. Property Insurance

Unless otherwise specified in the Letter of Offer, any property to be mortgaged or charged under the Securities is to be insured for its full replacement value upon terms and with an insurer approved by Rabobank. Rabobank's interest as mortgagee is to be noted on the relevant policy and a certified copy of the policy and an original certificate of currency is to be produced prior to settlement of the Facility;

10. Other Insurance

Prior to settlement of the Facility, evidence is to be produced that there are current public risk and any other insurances as required by Rabobank;

11. Fees and Government Charges

- (a) Any Establishment Fee set out in the Letter of Offer is non-refundable and must be paid upon acceptance of the Letter of Offer and before preparation of any Securities.
- (b) Rabobank's legal costs (on a full indemnity basis) and any valuation, search, stamp duty, registration, agency, local authority and other costs incurred in relation to establishing the Facility, taking the Securities and these conditions precedent are payable by the Borrower and are payable even if settlement does not proceed and must otherwise be paid prior to settlement.

12. Business Purposes

Settlement of this loan is subject to Rabobank being satisfied that the loan is being applied wholly or predominantly (as defined in The National Credit Code) for business and/or investment purposes.

C. Undrawn Loan Amounts

1. Rabobank may reduce the Loan Limit by any Undrawn Amount

Rabobank may unconditionally, at any time, reduce the Loan Limit by any amount which is the whole or part of the Undrawn Amount. If Rabobank does this, it will issue to the Borrower a notice no later than the day the reduction takes effect.

2. Borrower may reduce the Loan Limit by any Undrawn Amount

The Borrower may cancel the whole or any part of the Undrawn Amount by giving Rabobank at least three days' written notice. The notice must specify the date at which the cancellation is to take effect and the amount of the Undrawn Amount to be cancelled. A notice cannot be revoked unless Rabobank agrees. The Undrawn Amount will automatically be cancelled in accordance with the Borrower's notice and the Loan Limit will be reduced by an amount equivalent to the cancelled Undrawn Amount.

3. Rabobank may cancel the Facility if Letter of Offer not accepted

If a Letter of Offer has not been accepted within 21 days Rabobank may withdraw the offer to the Borrower.

4. Rabobank may cancel the Facility if no drawdown is made

If no drawdown has been made under the Facility Agreement within 10 weeks of the date of the Letter of Offer, Rabobank may without notice to the Borrower cancel the whole Facility. Rabobank's obligation to make any drawdown shall terminate and the Borrower will not be entitled to any refund of fees and must compensate Rabobank for any loss it has incurred including without limitation legal fees, Establishment Fees, Break Costs and valuation fees.

D. Procedures for a Drawdown and Selection of a Fixed Interest Option

1. Drawdown

- (a) Subject to the terms of the Facility Agreement, and unless Rabobank agrees otherwise, the Loan Limit is provided to be utilised in a single drawing.
- (b) The Borrower agrees that a drawing under the Facility shall be subject to all the Conditions Precedent (with the exception of delivery of the documents of title) being complied with, to Rabobank's satisfaction, 2 clear Business Days prior to the date of the drawing.
- (c) The Borrower must ensure the Loan Balance does not exceed the Loan Limit.
- (d) The Borrower hereby authorises Rabobank to draw and deliver bank cheques for settlement in accordance with the written directions of any one of the Borrowers or of the Borrower's solicitor.
- (e) The Borrower shall keep confidential the Account number and the identification and authorisation procedures advised to the Borrower by Rabobank.

2. Drawdown to be applied to Loan Purpose

A drawdown must be applied to a Loan Purpose and receipts produced to Rabobank when requested.

3. When Fixed Interest Options may be selected

Not before 11.00am and prior to 4.00pm Sydney time on the relevant Business Day, the Borrower may select a Fixed Interest Option:

- (a) prior to the first drawdown;
- (b) where the Prime Floating Rate applies to the Loan Balance;
- (c) as provided for in Clause F; or
- (d) at the end of each Fixed Interest Option previously selected.

E. Method of Calculating Interest and Payment of Interest

1. Calculation and payment of interest

- (a) With respect to the Loan Balance:
 - (i) More than one interest rate may apply to the Loan Balance. Interest is calculated daily at the aggregate of the Margin and the Applicable Base Rate. The applicable daily rate is the Applicable Base Rate divided by 365;
 - (ii) Interest accrues on and from the day of a drawdown to the date of its repayment; and

- (iii) Interest is payable on the Interest Payment Dates or such other times (including, in advance) as Rabobank may agree. If an Interest Payment Date falls on a day that is not a Business Day, the Interest Payment Date will be the Business Day the preceding or following Business Day.
- (b) With respect to Overdue Money:
 - (i) More than one interest rate may apply to Overdue Money. Interest is calculated daily at the aggregate of the Prime Floating Rate, the Margin and four (4) per cent per year. The applicable daily rate is the Prime Floating Rate divided by 365;
 - (ii) Interest accrues on and from the day the Overdue Money became due and payable to, and including, the date of payment.
 - (iii) Interest is payable on the Interest Payment Dates or such other times as Rabobank may agree and if it is not paid it will be compounded with the Overdue Money. If an Interest Payment Date falls on a day that is not a Business Day, the Interest Payment Date will be the Business Day the preceding or following Business Day.
- (c) Where interest has accrued on the Loan Balance for more than 185 days and such interest has not become Overdue Money, interest is calculated daily on the amount of interest accrued to and including 185 days from the last Interest Payment Date at the aggregate of the Margin and the Prime Floating Rate and accrues on and from 185 days after the last Interest Payment Date to the next Interest Payment Date. Such Interest is payable on the Interest Payment Dates as set out in Clause E1 (b)(iii).

2. Calculation of interest for drawdown before loan conditions are satisfied

If Rabobank at the request of the Borrower, draws funds in anticipation of the Borrower complying with the conditions to borrowing, (eg. to attend to a settlement), the Borrower must pay to Rabobank interest calculated at the rate of the aggregate of the Prime Floating Rate and the Margin on the amount drawn until the Borrower has fully complied with the conditions to borrowing, whereupon the Borrower may select a Fixed Interest Option unless there has been an agreement pursuant to Clause G5.

3. Notification of changes to the Prime Floating Rate

Rabobank will advertise in the media, or give written notice to you, of changes to interest rates no later than the day on which the change takes effect, except where the interest rate is linked to money market rates or some other external reference rate, changes to which we cannot notify you of in advance.

F. Future Fixed Interest Options

1. Booking of Fixed Interest Options commencing within 1 month or 6 months of date of selection

If Rabobank in its absolute discretion agrees, a Fixed Interest Option may be reserved for future use on the following conditions:

- (a) Any person, who has been authorised pursuant to Clause D1, making such a reservation, must nominate the date upon which the Fixed Interest Option will commence.
- (b) Such date must be within 6 months of the date of reservation if the expiry date of the Fixed Interest Option is one year or more, or 1 month of the date of reservation if the expiry date of the Fixed Interest Option is less than one year (unless Rabobank otherwise agrees).
- (c) The Fixed Interest Option may at the Borrower's discretion commence prior to the nominated date.

- (d) If the Borrower does not use the Fixed Interest Option, as reserved, for a drawdown on the nominated date, then the Borrower agrees to pay Rabobank any ongoing holding cost incurred by Rabobank.
- (e) If the Borrower does not use the Fixed Interest Option, as reserved, for a drawdown within the periods of time (which ever is applicable) referred to in sub-clause (b) of this Clause F1, then Rabobank may at its sole discretion break the Fixed Interest Option, as reserved, whereupon Break Costs may be payable and Clause I will apply.

2. Booking Fixed Interest Options more than 6 months and up to 4 years ahead

If the amount of the Loan Limit is at least \$500,000 and if Rabobank, in its absolute discretion agrees, the Borrower may select a Fixed Interest Option commencing more than 6 months and up to 4 years in the future on the following bases:

- (a) The commencement, duration of and interest under the Fixed Interest Option will be as selected and Clause F1 will not apply.
- (b) The period from the date of the selection of the future Fixed Interest Option to the date the future Fixed Interest Option expires must not exceed 5 years unless Rabobank otherwise agrees in writing.
- (c) Once selected, there is no flexibility as to when the future Fixed Interest Option commences and therefore the amount of the Facility to which the future Fixed Interest Option is to apply must be fully drawn down on the date of commencement of that future Fixed Interest Option and any previous Fixed Interest Option for this amount must have expired.
- (d) If the Borrower is unable to utilise the future Fixed Interest Option selected on its day of commencement, Rabobank will immediately take such action as it considers appropriate to directly or indirectly reverse or cancel any transaction or arrangement it has entered into in connection with the future Fixed Interest Option selected (and any associated Cap Contract or Collar Contract) and the Borrower indemnifies Rabobank against any cost or loss arising or suffered.

3. Borrower's acknowledgment

The Borrower acknowledges that while there are potential benefits from having certainty in the interest payable in respect of a drawdown, the Borrower may, in selecting Fixed Interest Options or entering into a Collar Contract, lose the benefit of subsequent reductions in market rates of interest. The Borrower warrants to Rabobank that in making any selection of a Fixed Interest Option or entering into a Collar Contract:

- (a) The Borrower will independently of Rabobank have assessed and accepted the risk of interest rate movements;
- (b) The Borrower will have considered and accepts the consequences of having to make repayment during the term of any Fixed Interest Option selected or Collar Contract entered into; and
- (c) The Borrower will not have relied on any advice, recommendation, opinion or statement made by Rabobank or any of its officers or agents as such persons are not authorised by Rabobank to do so.

G. Decline of a Drawdown or Selection of a Fixed Interest Option

1. Rabobank may decline a drawdown or selection of a Fixed Interest Option

- (a) Rabobank may decline a drawdown if the Facility currently or would then exceed the Loan Limit.
- (b) The Borrower may not select a Fixed Interest Option, a Cap Contract or Collar Contract if the expiry date ends after the Loan Period.
- (c) Rabobank may decline a drawdown and the Borrower cannot select a Fixed Interest Option, a Cap Contract or Collar Contract if:
 - (i) an Event of Default has occurred or in Rabobank's opinion is likely to occur;
 - (ii) repayment is required under Clause H; or
 - (iii) subject to Clause G5, the conditions in Clause B have not been satisfied.

2. Adverse change

Rabobank may decline a drawdown and the Borrower cannot select a Fixed Interest Option, a Cap Contract or a Collar Contract if Rabobank considers that there has been a material adverse change from the circumstances disclosed to Rabobank at the time of the Borrower's application for the Facility in:

- (a) the financial position or projected financial position of the Borrower;
- (b) the financial position or projected financial position of a Security Provider;
- (c) the value of any Security given or required; or
- (d) the Borrower's ability to repay the Facility.

3. Borrower unable to meet obligations

Rabobank may decline or restrict the selection of a Fixed Interest Option if Rabobank, in its discretion, forms the view that the Borrower's actual and potential obligations to Rabobank (including, without limitation, for Break Costs) may not be able to be performed.

4. Changed market conditions

If, in Rabobank's opinion, it is not able at any time to purchase fixed rate funds to match the Borrower's selection of a Fixed Interest Option in substantially the same manner and with both substantially the same availability and choice as it is able to do so at the date of the Letter of Offer, it may restrict or refuse the Borrower's selection of a Fixed Interest Option.

5. Conditions unsatisfied

If the Borrower has not complied with any or all of the conditions contained in the Facility Agreement which must be satisfied prior to settlement, then Rabobank may at its discretion permit the Borrower to select a Fixed Interest Option, provided the Borrower has placed in an interest bearing account with Rabobank, such amount as Rabobank requires, until such conditions have been satisfied, at which time the deposit and any interest earned will be refunded, subject to the right of set off contained in Clause J9.

H. Reviews to be carried out by Rabobank during the course of the Facility

1. Loan Conditions Review

- (a) Rabobank will carry out Loan Conditions Reviews on or about the dates specified in the Facility Agreement. However, Rabobank need not carry out a Loan Conditions Review if an Event of Default has occurred.
- (b) At any Loan Conditions Review, Rabobank in its discretion may require the Account Owner to fully or partially repay the Facility and thereby reduce the Loan Limit. If Rabobank requires full or partial repayment of the Facility, then such repayment, together with all accrued interest and other money owing (including Break Costs, if applicable) under the Facility Agreement, must be paid within 3 months of the date of issue of a letter to the Account Owner notifying the Account Owner of Rabobank's decision.
- (c) If Rabobank does not require the Account Owner to fully repay the Facility, then Rabobank may at its discretion vary in accordance with clause H(5) some or all of the terms and conditions applying to the Facility (except the Margin). Such a variation may include a change to the Loan Period. Where a Loan Period is shortened pursuant to this clause such that it ends prior to the end of the period of one or more existing Fixed Interest Options, the Account Owner must repay all amounts upon the expiry of a Loan Period as set out in Clause H(8) including the portion of the Debit Balance subject to the Fixed Interest Options and any Break Costs arising from the repayment of those Fixed Interest Options prior to the end of their periods.
- (d) Any variation made pursuant to sub-paragraph (c) must be in accordance with or makes the terms and conditions consistent with Rabobank's then current or proposed standard loan documentation and lending policies and guidelines as at the date of such variation.

2. Variation to date of Loan Conditions Review

At a Loan Conditions Review Rabobank may, if it reasonably considers it appropriate in the context of current market practices or the financial position of the Account Owner, vary the times at which future Loan Conditions Reviews will be carried out.

3. Loan Pricing Review

Rabobank will carry out Loan Pricing Reviews on the dates specified in the Facility Agreement and where any Event of Default has continued for more than six months, at six monthly intervals commencing on a date notified to the Account Owner. At a Loan Pricing Review, Rabobank may review and vary in accordance with clause H(5) the Margin provided that such variation is in accordance with or makes the Margin consistent with Rabobank's then current lending policies and guidelines as at the date of such variation and the creditworthiness of the Borrower. Except as provided for in clause H(4), Rabobank will not vary the Margin for an individual Fixed Interest Option during its term.

4. Variations to Facility Agreement

If Rabobank varies the terms and conditions applying to the Facility pursuant to clauses H(1), (3) or (4), then Rabobank will provide the Account Owner with a notice specifying the variations. The variations will come into effect 90 days after the date the notice is sent to the Account Owner. If the Facility terms and conditions are varied, Rabobank may require a Relevant Person to sign an acknowledgement, agreement, deed or other document in relation to the variation.

5. Acknowledgement of variation

Without limiting Clause H4, if the Facility Agreement is to be varied, Rabobank may require the Borrower and any Security Provider to sign an acknowledgment, agreement, deed or any other document in relation to the variation to the Facility Agreement.

6. Fees and Government Charges

Rabobank will not charge a review fee in relation to a Loan Conditions Review or Loan Pricing Review. However, the Borrower must, if Rabobank requests, reimburse Rabobank any external costs or expenses (for example, legal and valuation fees) incurred by Rabobank in connection with a Loan Conditions Review or Loan Pricing Review. The Borrower acknowledges that Rabobank may make reimbursement a condition of continuation of the facility.

7. Credit Review

The Borrower acknowledges that Rabobank generally undertakes a credit review every twelve (12) months, or more regularly at its discretion, which may involve an inspection of the Borrower's property (and any other property secured to Rabobank in relation to the Facility) and a review of the past, present and projected performance of the Borrower's business(es). The Borrower undertakes to set time aside for these credit reviews and fully co-operate with Rabobank's officers and to provide Rabobank with such financial and other information concerning any Relevant Person. Such information may include (but is not limited to) asset and liability statements, taxation returns, profit and loss accounts and cash flow forecasts and programs. Financial accounts must be audited if so required by the Corporations Law or Rabobank.

8. Loan Period, extension or expiry

If the Facility has not already become repayable, then at the expiration of the Loan Period the Borrower must immediately, without demand, repay the Facility and pay all accrued interest and other money owing under the Facility Agreement.

I. Break Costs

1. Break Costs

- (a) Where a drawdown is for any reason repaid or received by Rabobank during a period when a Fixed Interest Option or a Collar Contract applies to that drawdown the Borrower must upon demand pay to Rabobank the amount (if any) which Rabobank determines is necessary to compensate Rabobank for any loss it determines it will suffer or has suffered as a consequence of the repayment or receipt including, without limitation:
- (i) the difference in the amount it would have earned had the amount been repaid or received at the end of the Fixed Interest Option or period of any applicable Collar Contract and the amount it could reasonably be expected to earn by relending the amount received at the then prevailing interest rates; and
 - (ii) any cost it may incur in reversing or breaking any swap or similar agreement entered into wholly or partially in connection with the relevant Fixed Interest Option or Collar Contract.
- (b) Rabobank may require payment under this Clause where repayment of an amount is required or received pursuant to Rabobank exercising any right consequent upon an Event of Default.

2. Break Costs, variations to a drawdown and interest selections

The Borrower must upon demand pay Rabobank the amount (if any) which Rabobank determines at any time is necessary to compensate it for any loss it determines it will suffer or has suffered:

- (a) because the Borrower for any reason does not drawdown consistently with its selection of a Fixed Interest Option or a Collar Contract (including, without limitation, under Clause F); or
- (b) by making any variation to a Fixed Interest Option or Collar Contract (which Rabobank is not bound to do).

3. Break Benefits

Where Rabobank receives repayment of any drawdown prior to the end of the term of a Fixed Interest Option applying to that drawdown, Rabobank will, within twenty-one (21) days, pay or allow to the Borrower a single amount being Rabobank's calculation (in accordance with its normal practice) of the net benefit (if any) to Rabobank from receiving early repayment. Rabobank's calculation of this amount is final and binding on the Borrower.

4. Certificate conclusive

Rabobank's certificate of an amount determined for compensation under Clauses I1 or I2 is conclusive and binding on the Borrower except in the case of manifest error.

J. Repayments

1. Repayment of Facility

You must repay the Loan Balance under the Facility on or before the expiration of the Loan Period. If the Letter of Offer does not specify that the Facility is repayable on demand, then the Facility is not an 'on demand' facility where a lender has a right to demand repayment of the facility at any time with no notice period, further condition or event needing to be met. However, Rabobank may otherwise have a right to require repayment at other times during the term of the loan period. For example, Rabobank has a right to require full or partial repayment at any Loan Conditions Review as specified in clause H(1).

2. Permanent repayment

You may repay all or any part of the Loan Balance without directing the Security Provider to sell a Security. The Loan Limit will be reduced by the amount of any repayment on and from the date that Rabobank so notifies the Borrower. All repayments will be treated as permanent repayments and amounts so repaid may not be reborrowed.

3. Repayment with selling of Security

If a Security is sold you must, on the date on which the proceeds from the sale become available, pay to Rabobank the Loan Balance, interest, fees, Break Costs and all other amounts owing under the Facility Agreement, including all Overdue Money.

4. Application of proceeds for repayment

If Clause J3 applies Rabobank will apply the proceeds to repay the Loan Balance and any Overdue Money. Amounts repaid may not be reborrowed.

5. Payments Method

The Borrower must make all payments required to be made under the Facility Agreement by direct debit from the account notified to Rabobank by the Borrower, or in any other manner notified by Rabobank to the Borrower. The Borrower will be given credit for payments only upon actual receipt by Rabobank in immediately available funds in Sydney. If payment is received by Rabobank on a day which is not a Business Day or after 2.00pm (Sydney time) on any Business Day Rabobank may not credit receipt until the next Business Day in which case the Borrower must pay interest, or other applicable fee, on that amount until the receipt is so credited.

6. Authorisation

The Borrower authorises and directs Rabobank to deduct the Establishment Fee (if any) and Rabobank's legal fees and disbursements including GST (if any) from the Loan proceeds on first drawdown of this Facility, if fees are payable during the term of the Facility.

7. Payment without deduction or set-off

- (a) All payments required under the Facility Agreement shall be made by the Borrower in full without any deduction. The Borrower waives, and shall not make, any right of set-off, combination or counter claim in relation to such payments.
- (b) If the Borrower is required by law to make any deduction or withholding in respect of any payment the Borrower shall ensure that such deduction or withholding does not exceed the minimum legal liability for such deduction or withholding and the Borrower shall immediately gross up the relevant payment by paying to Rabobank such additional amount which, after any further such deductions or withholdings, will result in the receipt by Rabobank of the full amount which would otherwise have been payable, had that deduction or withholding not been made.

8. Appropriation of payments

The Borrower irrevocably waives its right to determine the appropriation of any money paid to Rabobank for any purpose. All payments will be applied to any account of the Borrower held with Rabobank or its subsidiaries or related parties, at the sole election of Rabobank and any rule determining application of payments does not apply. If Rabobank has not made an election it will be deemed to have applied payments in the manner and against such money which is payable as is in its best interests.

9. Set-off

The Borrower irrevocably authorises Rabobank at any time (without notice to the Borrower) to set-off against, or combine with any money, any amount standing to the credit of any account of the Borrower with Rabobank or its subsidiaries or related parties in or towards satisfaction of any sum at any time due and payable by the Borrower to Rabobank or its subsidiaries or related parties. Rabobank has no obligation to effect any set-off or combination of accounts under this Clause. This right is in addition to any of Rabobank's rights under general law.

K. Costs and Duties

1. Borrower to pay costs

The Borrower must on demand pay to Rabobank, or as it may direct, all costs and expenses (including legal costs) incurred by Rabobank, Rabobank's solicitors, any receiver appointed by Rabobank under a Security, any officer of Rabobank acting as attorney as permitted under a Security and any officer of Rabobank spending time in connection with:

- (a) the preparation, negotiation, registration, stamping, variation, discharge or release of the Facility Agreement, any Security (including any document relating to the Facility Agreement or a Security) and any associated investigation, enquiries and searches;
- (b) the assessment of the Securities and Rabobank's rights and duties as a result of a request or application from the Borrower (or the Borrower's agent) including any request for a variation or increase in Facility limit);
- (c) the valuation of any property secured by a Security including any valuation which Rabobank may require following an Event of Default;
- (d) the exercise or attempted exercise of any power conferred on Rabobank (or any receiver or attorney) under the Facility Agreement, or any Security or otherwise (but not including expenses or legal fees incurred in preparation for, or in attendance of, any mediation required by law to occur before any further enforcement action is taken by Rabobank);
- (e) any application for Rabobank's consent or approval in connection with the Facility Agreement or any Security and the issue or refusal of consent or approval;

- (f) any request to provide any information or to produce any documents, files and vouchers; and
- (g) Rabobank, acting reasonably, enters into any agreement or transaction in connection with the Account or Facility Agreement including if Rabobank enters into an agreement or transaction upon the Borrower's instructions or in Rabobank's opinion entering into an agreement or transaction is necessary and proportionate to protect the value of the Security or reduce its credit risk with respect to the Account or Facility.

Other than the above no additional Rabobank charges or fees will be payable except as provided for in the Facility Agreement.

2. Borrower to pay stamp and other duties

The Borrower must on demand pay all stamp, transaction, registration and similar duties, imposts, taxes (including, without limitation, debits tax) and levies arising directly or indirectly in relation to the Facility Agreement, any Security or any transaction contemplated or evidenced by or variation of the Facility Agreement or a Security. The Borrower must immediately reimburse Rabobank against any such duties, imposts, taxes and levies paid by Rabobank.

3. Payment of Rabobank's administration costs following default

The Borrower must pay to Rabobank upon demand an amount determined by Rabobank as will compensate Rabobank for the time spent by the employees of Rabobank in exercising its rights and powers and taking any action to recover money owing under the Facility Agreement following the occurrence of an Event of Default.

4. Increased Costs

Whenever Rabobank determines as a result of any change in, any making of, any change in the interpretation of, or compliance with, any law, official directive or request (including, without limitation, taxation or stamp duty levied or assessed in relation to the Facility or any transaction associated with the Facility and Reserve Bank requirements for liquidity, capital adequacy, special deposit or similar requirements) that the direct or indirect cost to Rabobank in maintaining the Facility is increased or Rabobank's return is in any way reduced, the Borrower shall upon demand pay Rabobank the amount certified by Rabobank as the amount required to compensate Rabobank for such increased cost or such reduction. Rabobank's certificate will be conclusive and binding on the Borrower except in the case of manifest error.

5. Notification of changes to fees and charges

We will give you written notice 30 days before introducing or varying a fee or charge or changing the method of calculating interest or changing the frequency with which interest is debited/credited, except where you cannot reasonably be located.

L. Events of Default

1. Event of Default, demand for payment

Following any Event of Default and subject to clause L(3), the Borrower must, if Rabobank so demands, immediately pay to Rabobank the Loan Balance, interest, fees, Break Costs and all other amounts owing under the Facility Agreement, including all Overdue Money. Rabobank may cancel any Undrawn Amount.

2. Events of Default

An Event of Default occurs only if in Rabobank's reasonable opinion or belief:

- (a) any Relevant Person fails to pay on time money owing under the Facility Agreement or any Security;

- (b) the Borrower or a Relevant Person is insolvent, goes into bankruptcy, voluntary administration, other insolvency process or arrangement, or no longer has legal capacity;
- (c) enforcement proceedings is taken against the Borrower or a Relevant Person or their assets by another creditor;
- (d) early repayment is required under a separate financing arrangement the Borrower or a Relevant Person has with Rabobank or default based action is taken against the Borrower or a Relevant Person by Rabobank, due to an event of default that is of a kind described in this clause L(2);
- (e) Rabobank believes on reasonable grounds that the Borrower, the Borrower's agent or a Relevant Person has not complied with the law or any requirement of a statutory authority, or it becomes unlawful for the Borrower or Rabobank to continue with the Facility;
- (f) the Borrower or a Relevant Person gives Rabobank information or makes a representation or warranty to Rabobank which is materially incorrect or misleading (including by omission);
- (g) the Borrower uses the loan for a purpose not approved by Rabobank;
- (h) the Borrower's assets or a Relevant Person's assets are dealt with, or attempted to be dealt with in breach of the loan, or any security or other agreement with Rabobank without Rabobank's consent;
- (i) the Borrower or a Relevant Person do not provide financial information required by the Borrower's agreement with Rabobank;
- (j) the Borrower or a Relevant Person do not maintain a licence or permit necessary to conduct the Borrower's business;
- (k) the Borrower or a Relevant Person do not maintain insurance required by the Borrower's agreement with Rabobank;
- (l) legal or beneficial ownership, or management control of the Borrower or Relevant Person or their business changes without Rabobank's consent; or
- (m) the status, capacity or composition of the Borrower or a Relevant Person changes without Rabobank's consent.

3. Notification

- (a) To the extent that it is aware of such a matter, the Borrower must immediately notify Rabobank of the occurrence of any Event of Default or anything which, with the giving of notice or passage of time or both, would be likely to become an Event of Default
- (b) Rabobank will notify the Borrower that an Event of Default has occurred and will specify a time by which the Event of Default needs to be remedied ('notice period'). The notice period will be:
 - (i) 30 days if the Event of Default relates to a Relevant Person failing to pay on time money owing (a 'monetary default'); or
 - (ii) a reasonable time, if the Event of Default does not relate to a Relevant Person failing to pay on time money owing (a 'non-monetary default'). A reasonable time will not be less than 30 days unless it is reasonable for Rabobank to act to manage a material and immediate risk relating to the nature of the relevant Event of Default, the Borrower's particular circumstances, or the value of the security.

Rabobank will also specify the grounds on which it considers that the Event of Default is a non-monetary default.
- (c) Rabobank may not give any notice or give a shorter period of notice than described in paragraph L(3)(b)if:
 - (i) the Event of Default is unable to be remedied;
 - (ii) it is reasonable for Rabobank to do so to manage a material and immediate risk relating to the nature of the relevant Event of Default, your particular circumstances, or the value of the security; or

- (iii) Rabobank has already given you a period to remedy an Event of Default in accordance with this Agreement, and you have not remedied that Event of Default.
- (d) If Rabobank has notified the Borrower of an Event of Default, and such Event of Default is remedied within any notice period given, and no Event of Default of the same type arose during that time period, Rabobank will not exercise its rights to require full repayment or take enforcement proceedings as a result of that Event of Default.

4. Material impact of default

Rabobank will only act on a specific Event of Default if the event by its nature is material, or Rabobank reasonably considers the event has had, or is likely to have, a material impact on:

- (a) the Borrower's or a Relevant Person's ability to meet their financial obligations to Rabobank;
- (b) Rabobank's security risk (or Rabobank's ability to assess these); or
- (c) Rabobank's legal or reputation risk where clauses L(2)(e), (f) or (g) apply.

M. Provisions Applying to a Trustee Borrower

1. Application of Clause

This Clause M shall apply where a Borrower has entered into this Facility Agreement as trustee of a trust specified in the Facility Agreement or any other trust not disclosed to Rabobank (called the "Trust").

2. Trustee's warranties

The Borrower represents and warrants to Rabobank that:

- (a) the Trust is validly created and existing and no circumstances exist by which it may be determined and no date for the vesting of any of the Trust's assets has been appointed;
- (b) the Borrower is validly appointed as the trustee of the Trust, is not in breach of its obligations as trustee and no circumstances exist by which it may be removed;
- (c) the Facility Agreement is executed pursuant to and in proper exercise of the powers of the Borrower as trustee of the Trust and all formalities required in connection with such acceptance have been complied with;
- (d) the Loan Purpose and performance by the Borrower of its obligations under the Facility Agreement is for a proper purpose of and provides commercial benefit to the Trust;
- (e) the Borrower is entitled to be fully indemnified out of the assets of the Trust for its liability under the Facility Agreement and has not charged its right of indemnity to any other party;
- (f) the Borrower is the legal owner of all the assets of the Trust;
- (g) there is no dispute between the Borrower and any other person in relation to the Trust or the Trust assets; and
- (h) the Borrower is empowered to carry on its business as now conducted or contemplated and to own its property and assets in its capacity as trustee of the Trust and there is no restriction or condition upon such activity by it.

3. Specific provisions relating to Trust

The Borrower must not without Rabobank's consent:

- (a) cease to be the trustee of the Trust nor will it do anything which would cause or enable its removal, nor will it retire, as trustee of the Trust;
- (b) cause or permit the Trust to be determined or a vesting date to be appointed;

- (c) do or permit anything which adversely affects the Borrower's right of indemnity against the Trust assets;
- (d) in any way vary or permit to be varied the terms of the Trust;
- (e) resettle, set aside, distribute or dispose of any Trust assets; or
- (f) delegate any powers of the Borrower as trustee of the Trust or exercise any power of appointment.

4. Financial information

The Borrower must at the request of Rabobank provide full financial and other details of the Trust.

5. Recovery from Trust

The Borrower irrevocably and unconditionally grants Rabobank direct access to the Trust assets to recover any money not paid on time under the Facility Agreement.

6. New Trustees

The Borrower must procure that any person who becomes a trustee of the Trust (whether in replacement of or in addition to the Borrower) enters into a deed with Rabobank whereby it agrees to perform the obligations identical to those of the Borrower under the Facility Agreement.

7. Borrower's liability unlimited

The Borrower's liability under the Facility Agreement is not limited or otherwise affected by the Borrower being trustee of the Trust or the extent of its ability to indemnify itself out of the assets of the Trust.

N. Securities

1. Collateral Securities

Each Security is collateral one with the other to the intent that:

- (a) each Security is deemed to secure the Facility, even if a Security may have been executed prior to this Facility Agreement; and
- (b) a default under any one or more of the Securities shall be a default under all the other Securities and under this Facility Agreement and Rabobank may exercise its rights and remedies under all or any of the Securities and under this Facility Agreement either separately or concurrently.

2. Further Security

The Securities shall include:

- (a) an assignment by the mortgagor of all its right, title and interest in any licences or other rights attaching to or benefiting the Security property; and
- (b) those provisions which a prudent mortgagee would include in its securities for the better protection of its interests.

3. Priorities

Except where there is written agreement to the contrary, if there is any security ranking prior to Rabobank's security then settlement of the Facility is subject to the prior security holder providing written consent to Rabobank's security, and if there is any security ranking subsequent to Rabobank's security, then settlement is subject to the subsequent security holder ceding priority to Rabobank's security for fluctuating advances from time to time to the Borrower's maximum liability with Rabobank.

O. General Provisions

1. Borrower's undertakings

For as long as any amount is outstanding under the Facility Agreement or any Security or any amount of the Facility is available for drawdown, the Borrower undertakes to Rabobank that it will:

- (a) ensure that no amount of shareholders' or directors' loans to the Borrower will be repaid prior to the Facility being repaid without the prior written consent of Rabobank;
- (b) not sell or otherwise dispose of or create any interest in all or a substantial part of its assets unless for full value and in the ordinary course of day to day trading; and
- (c) duly and punctually lodge all forms and returns as required by any regulatory body and punctually pay when due all outgoings (including without limitation rent, taxes, duties and imposts) payable by it.

2. Borrower's representations and warranties

The Borrower hereby represents and warrants to Rabobank that:

- (a) the execution of the Facility Agreement and any Security is valid and does not violate any existing law or regulation or any document or agreement to which a Relevant Person is a party or which is binding upon it or any of its assets;
- (b) all consents, licences, approvals and authorisations of every government authority required to be obtained by a Relevant Person in connection with the execution, delivery and performance of the Facility Agreement and any Security have been obtained and are valid and subsisting;
- (c) all information relating to a Relevant Person provided to Rabobank in connection with the Facility Agreement and any Security is true in all material respects and is not, by omission or otherwise, misleading in any material respect;
- (d) rates, taxes and other outgoings of the Borrower that are due and payable have been paid and where such amounts have not been paid Rabobank has been informed;
- (e) each Relevant Person has complied with all statutes and regulations relative to it and the business (if any) carried on by it;
- (f) no litigation, or other proceedings are current, pending or threatened which if adversely determined would or could have a material effect on the business assets or financial condition of a Relevant Person;
- (g) no event has occurred or is occurring which constitutes an Event of Default;
- (h) in respect of each Relevant Person that is or purports to be a body corporate that:
 - (i) the Relevant Person is duly incorporated and has the corporate power to own its own property and to carry on its own business as is now being conducted;
 - (ii) the execution, delivery and performance of the Facility Agreement and any Security to which the Relevant Person is a party does not violate the Memorandum and Articles of Association of the Relevant Person and, if the Relevant Person is listed on the Australian Stock Exchange Limited or its subsidiaries or on any Stock Exchange, the listing requirements (or equivalent) thereof;
 - (iii) the Relevant Person has the power, and has taken all corporate and other action required, to enter into the Facility Agreement or any Security to which it is party and to authorise the execution and delivery thereof and the performance of its obligations thereunder; and
 - (iv) the Relevant Person has filed all corporate notices and effected all registrations with the relevant authorities as required by law, and all such filing and registrations are current complete and accurate.

3. Continuing Warranties

Each representation and warranty contained in Clause O(2) will be repeated on each day while any monies are outstanding to Rabobank under the terms of the Facility Agreement or any Security (whether or not they are due for payment) or the Facility is available for drawdown, with reference to the facts and circumstances then subsisting, as if made on each such day.

4. Borrower's acknowledgments

The Borrower acknowledges that:

- (a) it has not entered into the Facility Agreement in reliance on, or as a result of, any statement or conduct of any kind of or on behalf of Rabobank (including, without limitation, any advice, warranty, representation or undertaking); and
- (b) Rabobank is not obliged to do anything (including, without limitation, disclose anything or give advice), except as expressly set out in the Facility Agreement.

5. Borrower's indemnities

- (a) In addition to their obligations to pay compensation under Clauses I1 or I2 the Borrower indemnifies Rabobank on demand against all actions, claims, demands, losses, damages, liabilities, costs, charges or expenses of any nature (including legal costs) suffered or incurred at any time actually or contingently by Rabobank arising at any time directly or indirectly from:
 - (i) the occurrence of any Event of Default or Rabobank exercising or attempting to exercise any right or option arising upon an Event of Default;
 - (ii) the rate of interest applying to a judgment debt being less than that applying to the original obligation to pay in respect of which judgment was obtained;
 - (iii) a claim that a payment, obligation, settlement, transaction, conveyance or transfer in connection with money owing by any Relevant Person to Rabobank (or money which would be owing if the claim was valid) is void or voidable under any Insolvency Provisions or for any other reason being upheld, conceded or compromised;
 - (iv) Rabobank paying any costs described in clause K(1); or
 - (v) Rabobank accepting or rejecting any instructions unless the liability results directly from Rabobank's negligence, wilful default or fraud.
- (a) A certificate by Rabobank of its determination made in good faith of the amount of loss payable by the Borrower under Clause O5(a) shall in the absence of manifest error be conclusive and binding upon the Borrower.
- (b) The Borrower's obligations to indemnify Rabobank under this Clause O5 survive the closure of the Account or the discharge of any Security
- (c) An indemnity described under this Clause O5 will not apply to the extent that any action, claim, demand, loss, damage, liability, cost, charge or expense was caused by:
 - (i) Rabobank, including its officers, employees, contractors or agents; or
 - (ii) a receiver appointed by Rabobank engaging in fraud, negligence or wilful misconduct.

6. Changes in a Partnership

- (a) Rabobank may require any person who becomes a partner of the Partnership after the date of the Facility Agreement to provide a Guarantee and Indemnity to Rabobank in respect of the obligations of the Borrower under the Facility Agreement. In the event such Guarantee and Indemnity is not provided within two (2) months of the date of Rabobank's request to do so, the

Borrower will be deemed to be in default of its obligations under the Facility Agreement; and

- (b) If during the term of the Facility a Borrower leaves the Partnership, Rabobank may in its absolute discretion release such partner from their obligations to Rabobank under the Facility Agreement or any Security, subject to the consent of all of the Borrowers and Security Providers.

7. Continuing liability

Each Borrower will remain liable under the Facility Agreement notwithstanding that another Borrower has ceased to be liable for any reason.

8. Officers of Rabobank who may sign a notice

Any statement, demand or notice to the Borrower will be effectively signed on behalf of Rabobank if it is executed or signed by Rabobank, any director or secretary of Rabobank, any employee whose title includes the word "manager", Rabobank's solicitor or any person authorised by any of the above.

9. Methods of serving a notice

In addition to effecting service under any statute, any statement, demand or notice to any party may be validly served for the purposes of the Facility Agreement by being delivered or sent by registered post to the addresses set out in the Facility Agreement or any Security or sent by telex or facsimile to the telex or facsimile number of a machine situated at the residence or place of business of any Borrower. Service pursuant to this Clause is taken to be effected:

- (a) where delivered upon actual delivery;
- (b) where sent by facsimile - on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent successfully in its entirety to the facsimile number of the recipient except where actual delivery is made or the telex or facsimile is sent after 4.30 pm or on a day which is not a Business Day when service is taken to be effected at 9.00 am on the next Business Day.

10. Rabobank may deal with rights under the Facility

Rabobank may at any time without the consent of the Borrower or any Security Provider, sell, assign, transfer, negotiate, grant participations in or otherwise dispose of or deal with all or any part of its interest in the Facility, the Facility Agreement, any Security or any debt owing under the Facility Agreement. The Borrower must at any time at the request of Rabobank execute and deliver to Rabobank or to such person as Rabobank may specify any and all documents as Rabobank may reasonably require to effect such purpose. In connection with any such proposed dealing, Rabobank may without notice to the Borrower disclose information relating to the Borrower, a Security Provider, the Facility Agreement or a Security.

11. Rabobank's statement of money owing - conclusive evidence

A statement in writing by Rabobank setting out the amount of money owing under the Facility Agreement or any determination of an amount to be paid or any component parts shall be conclusive evidence of those amounts except in the case of manifest error.

12. Obligations not affected by delay or waiver

Failure by Rabobank to enforce at any time or for any duration of time, any of the provisions of this Facility Agreement or any security will not be construed as a waiver of such provisions or Rabobank's right to enforce those provisions.

13. No moratorium

The provisions of any legislation postponing payment of money, reducing or fixing rates of interest or purporting to curtail or restrict any rights of Rabobank are, to the extent that it is lawful, expressly excluded from application to the Facility Agreement or any Security.

14. Time is of the essence

The Borrower agrees that time is of the essence in relation to the performance of its obligations under the Facility Agreement.

15. Severability of provisions

Every provision of the Facility Agreement is independent of the others. Any provision which is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability deemed removed without invalidating the remaining provisions.

16. Applicable law

The Facility Agreement is governed by the law of the state or territory specified in the Facility Agreement. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the court system of that place.

17. Statements of Account

Rabobank will provide the Borrower with statements of account monthly. However, Rabobank need not provide a statement of account if:

- (a) no amount has been debited or credited to the Account during the statement period (other than debits for government charges or duties on receipts of withdrawals) and the Loan Balance is zero;
- (b) Rabobank has written off the debt relating to the Account during the statement period and no further amount has been debited or credited to the Account during the statement period;
- (c) the Borrower had been in breach of the contract relating to the Account for at least 3 months and Rabobank has cancelled the Facility before the statement period started and no further credit has been provided; or
- (d) the Borrower has died or is insolvent and the Borrower's personal representative or trustee in bankruptcy, or, in the case of a body corporate, the Borrower's liquidator or administrator, has not requested a statement of account.

However, even if you are in default under the contract relating to the Account, we will give you a statement of account if it is practicable for us to do so. If it is not practicable, we will inform you about the availability of statements and the method of requesting them and we will provide you with statements on request, in a timely manner.

18. Anti-Money Laundering

You acknowledge that Rabobank may delay, intercept, block or refuse to make a payment if Rabobank believes on reasonable grounds that making a payment may breach any law in Australia or any other country, and Rabobank will not incur any liability if it does so. You agree to provide all information to Rabobank which Rabobank reasonably requires to comply with any laws in Australia or other country. You declare and undertake to Rabobank that the payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.

19. Operating your Account

- (a) You must conduct the Account in accordance with these Standard Loan Terms.
- (b) Proceeds of cheques are not available until cleared. Clearance usually takes 5 Business Days.

- (c) We may require you to satisfy us as to your identity. We may refuse to act on any instructions which we consider may be invalid. We may, at our discretion, act on telephone, e-mail or facsimile instructions apparently sent by you.
- (d) You agree that we will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of our refusal to authorise any transaction, where we have the right to so refuse.
- (e) We may provide you with a statement which states the amount you owe us on this Account, or which states anything else about the Account. You agree that the statement is sufficient to prove those things, unless you prove that the statement is incorrect.
- (f) We may monitor and/or record telephone conversations for verification purposes.
- (g) We are not liable to you for any loss, cost or damage you suffer arising from:
 - (i) the conduct or failure of any party we use to provide or help to provide any of the services in connection with the Account; or
 - (ii) any act, event or circumstance which is beyond our reasonable control, or which does not involve negligence or fraud on our part.
 - (iii) If the Account is owned by two or more people, you must advise Rabobank in writing how the Account is to be operated and instructions may be varied in writing.
- (h) If the Account is owned by two or more people, you must advise Rabobank in writing how the Account is to be operated and instructions may be varied in writing.

20. Combining accounts

We may combine some or all accounts (including this Account) owned by you and held with us or our related entities, at any time and without prior notice to you. We will, however, inform you promptly after doing so. If we combine accounts, we will apply some or all credit funds against some or all debt you owe us. If we combine all of your accounts, there will be only a single amount either we owe you or you owe us. Combining accounts may result in a cost being debited to an account, such as a break cost if a term deposit is combined. We have no obligation to combine your accounts.

21. Privacy

We will handle the personal data we obtain and hold as set out in our Privacy Policy (available on our website or in hard copy upon request) and the Privacy Notice and Acknowledgment which formed part of the application process for your product. You understand and acknowledge that that we will collect, use, hold and disclose personal data in the manner we have set out, both at the time of application and ongoing during our relationship with you.

22. Banking Code of Practice

Unless otherwise stated in the Letter of Offer, the relevant provisions of the Banking Code of Practice (available on the website of the Australian Banking Association) apply to the Facility.

23. Closure of Facility

- (a) If you wish to close the Facility, you must give us written notice and you must pay any amounts you owe us under the Facility. If there are joint Borrowers, we will need instructions from all joint Borrowers before closing the Facility.
- (b) If we close an account of yours that is in credit, we will give you reasonable notice and, unless we are prohibited from doing so, pay you the amount of the credit balance. We may charge you an amount that is our reasonable estimate of the costs of closure (we will advise you if there is such a fee). If an account has an overdrawn or debit balance you must pay to us the amount of that debit balance.

Rabobank Australia Group Head Office

Darling Park Tower 3
Level 16
201 Sussex Street
Sydney NSW 2000
Phone 02 8115 4000