



Rabobank

Rabobank Australia Limited
ABN 50 001 621 129
AFSL 234 700

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 DALBY QLD 4405

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 DALBY QLD 4405

Telephone [REDACTED]
Facsimile [REDACTED]
Enquiries Greg Brady

Mr AA & Mrs WJ Brauer
 [REDACTED]

12 August 2011

Our Reference [REDACTED]

Dear Mr & Mrs Brauer

Rabobank Australia Limited ("Rabobank") is pleased to offer the following Facility(ies):

Borrower Shaytim Pty Ltd ACN 119 872 098
 As trustee(s) for The Tim Shay Grazing Trust

FACILITY

ALL IN ONE ACCOUNT [REDACTED]

Loan Limit \$4,000,000.00 (including an increase of \$300,000.00)

Loan Purpose \$300,000.00 Working Capital

In regard to any monies currently advanced, the previously disclosed loan purposes still apply.

Loan Period The Facility expires on 30 June 2024.

Loan Conditions Review The Facility is subject to Loan Conditions Review on 30 June 2012 and thereafter every 1 year on the anniversary of that date.

Loan Pricing Review The Facility is subject to Loan Pricing Review on 30 April 2014 and thereafter every 3 years on the anniversary of that date.

Margin 1.00% p.a.

Interest Payment Dates Quarterly on the last day of January, April, July and October

Undrawn Loan Fee 0.25% p.a.

Permanent Repayments \$3,000,000.00 due on 30 June 2013.

SECURITY

All and any Securities held by Rabobank secure all your Facility(ies) and obligations to Rabobank as set out in this Letter of Offer.

Existing

Registered First Mortgage from **Adrian Athol Brauer** over Kia-Ora, [REDACTED] being approximately 2149.618 hectares

Registered First Mortgage from **Shaytim Pty Ltd ACN 119 872 098 as Trustee(s) for The Tim Shay Grazing Trust** over Jamberoo, [REDACTED] being approximately 3743.69 hectares

First Registered Mortgage over Water Allocation No. [REDACTED] under Crown Plan [REDACTED] listed as a Resource Operations Licence under the Fitzroy Basin Operations Plan. from **Adrian Athol Brauer**.

Guarantee from **Adrian Athol Brauer Limited**.

Guarantee from **Wendy Jolene Brauer** Limited to \$4,000,000.00 plus interest and costs.

GENERAL

Establishment Fee \$350.00

SPECIAL CONDITIONS

All Pre Settlement Special Conditions are to be completed to Rabobank's satisfaction at least two clear business days prior to the date of any draw down or utilisation of a Trade Finance Facility (where applicable).

Pre Settlement**Existing**

- 1) The Borrower and Security Providers agree that the securities securing any of the Bank's facilities to the Borrower (including this Facility) and to AA & WJ Brauer ("the Cross Secured Facilities") secure all of the Cross Secured Facilities and that default on any one of the Cross Secured Facilities shall constitute a default on all of the Cross Secured Facilities. Unless already provided, all providers of securities securing any of the Cross Secured Facilities must execute a guarantee and indemnity securing the liabilities of all borrowers under the Cross Secured Facilities in accordance with this clause and this guarantee must be made collateral to the security given by the security providers.

Post Settlement**New**

- 2) The Borrower and/or the relevant Security Provider undertake to sell the Security property known as Kia-Ora, Theodore and/or Jamberoo, Taroom on or before 30 June 2013 in order to make a permanent repayment of not less than \$3,000,000.00 to reduce the Loan Limit by no later than the date of the settlement of the sale of either Kia-Ora, Theodore or Jamberoo, Taroom.

New

- 3) The Borrower must make the Permanent Repayments in reduction of the Loan Limit on the dates listed in this Letter of Offer. In order to avoid break costs, the Borrower agrees not to select any Fixed Interest Option which would need to be broken in order to effect the above Permanent Repayment.

Existing

- 4) a. The liability of Adrian Athol Brauer ("the Guarantor") to Rabobank at any time under or in connection with this Facility is limited to the total amount available as a result of the sale or realisation, on terms acceptable to Rabobank in its absolute discretion, of the Security given to Rabobank by the Guarantor
 b. This clause does not limit Rabobank in:
- i. exercising its rights or powers under its Security;
 - ii. obtaining an injunction or other order to restrain any breach of any Security or guarantee by any party; or
 - iii. obtaining declaratory relief.

Existing

- 5) (i) The Borrower undertakes that it or the relevant Security Provider shall when requested by Rabobank:
- a. Execute a consent to Rabobank giving a notice in accordance with section 101 (b) of the Water Act 2000 that its interest as mortgagee is to be recorded on the water allocations register in respect of any water licence or allocation benefiting any Security property;
 - b. Grant to Rabobank a Registered First Mortgage over any water allocations granted under the Water Act 2000 being water allocations that:
 - I. replace interim water allocations attaching to the Security Properties;
 - II. replace water licences issued under the Water Resources Act 1989 that attach to the Security



Properties; or

III. benefit the Security Properties.

(ii) The Borrower agrees to a Loan Conditions Review being conducted when a draft Resource Operation Plan has been approved by the Governor in Council under the Water Act 2000 in respect of the catchment in which the Security Properties are located.

(iii) The Borrower and/or Security Provider must immediately advise Rabobank in writing of, and provide Rabobank with copies of any correspondence or notice which they receive relevant to, any declaration under the Wild Rivers Act 2005 which relates directly or indirectly to any property which is the subject of any Security, and they also agree that Rabobank may conduct a Loan Conditions Review if:

- a. a wild river area is declared; or
- b. a notice of intent to declare a wild river area pursuant to the Wild Rivers Act 2005 is published,

which affects or may potentially affect any property (including water) which is the subject of any Security for this Facility.

This Letter of Offer is provided on the basis that it and all terms and conditions relating to the Facility(ies) are treated as strictly confidential and may not be disclosed or reproduced in any manner whatsoever in whole or part, without the prior written consent of Rabobank, to any other party other than the Borrower's accountant, solicitor or financial adviser.

This Letter of Offer replaces all previous letters of offer issued in respect of the Facility(ies).

To accept this offer, please have all Borrowers and, if applicable, Security Providers sign the Acceptance and Acknowledgement below, initial the foot of each page and return this Letter of Offer to us so that we receive it within 30 days from its date.

This offer will expire if it is not signed and received by us within 30 days from its date.

We trust that this offer meets with your approval and look forward to receiving your acceptance. Should you have any queries in relation to this offer, please do not hesitate to contact Greg Brady.

Yours sincerely



Greg Brady
For and on behalf of Rabobank Australia Limited.



ACCEPTANCE AND ACKNOWLEDGEMENT

The undersigned being the Borrower(s) and Security Provider(s) referred to in the Letter of Offer from Rabobank Australia Limited (Rabobank) dated 12 August 2011 accept the terms of this Letter of Offer and the Standard Loan Terms for Term Loan (SMSF) (dated January 2009) and/or the Standard Loan Terms for Rural Term Loan (dated 9th February 2004) and/or the Rabobank All in One Standard Line of Credit Terms (dated September 2008), Conditions of Use (dated September 2008), Visa Debit Card - Conditions of Use, Rabobank Internet Banking Conditions of Use, Trade Facility Conditions (dated August 2006) (if applicable) and Standard Fee Schedule and agree that acceptance of this Letter of Offer will constitute the Facility Agreement(s) for the Borrower(s) Facility(ies) and that all of the Securities for the Borrower's Facility(ies) extend to secure that / those Facility(ies).

The Borrower(s) and/or Security Provider(s) acknowledge having received a copy of the said Standard Loan Terms and/or Standard Line of Credit Terms, Conditions of Use, Visa Debit Conditions of Use, Rabobank Internet Banking Conditions of Use, Trade Facility Conditions (if applicable) and the Standard Fee Schedule together with a copy of this Letter of Offer prior to signing this Acceptance and Acknowledgement. If this acceptance has not been dated, Rabobank is authorised to date it with any date it deems appropriate.

Dated: 18/8/2011

Signed by the Borrower(s) and Security Provider(s):

Executed by Shaytim Pty Ltd by the person(s) named below in accordance with its constitution and section 127(1) of the Corporations Act 2001 (Cwlth)		(Affix Common Seal here if applicable)
OR The common seal of Shaytim Pty Ltd was affixed in accordance with its constitution and section 127(2) of the Corporations Act 2001 (Cwlth) in the presence of the person(s) named below: (See note below)		
Sole Director & Sole Secretary/Director (Delete whichever is not applicable)	Director/Secretary (Delete whichever is not applicable)	
<i>Adrian Brauer</i>	Wendy J Brauer Print name	
Note: If the company's common seal is not affixed in the space provided above, the Bank reserves its right to request verification that this document has been signed in accordance with the Borrower's constitution.		

Adrian Athol Brauer

Wendy Jolene Brauer

