

Rabobank All In One Standard Line of Credit Terms

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Rabobank

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A. Definitions and Interpretation

1. Definitions

In these Standard Line of Credit Terms and the Letter of Offer, unless the contrary intention appears:

"Account Owner" and **"Borrower"** mean the person(s) who own the Account;

"Applicable Base Rate" means the base rate, as determined by Rabobank from time to time, in respect of a Fixed Interest Option or, where a Fixed Interest Option does not apply, the Variable Rate;

"Bank Guarantee" means a bank guarantee or like instrument issued by Rabobank to a third party at the request of the Account Owner (whether for the benefit of the Account Owner or another person);

"Bank Guarantee Fee" means the fee specified in clause L(4);

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

"Debit Balance" means the amount of the Facility for the time being drawn down including outstanding amounts paid by Rabobank pursuant to a Bank Guarantee and all other amounts debited to the Account which remain unpaid;

"Dollars", **"Dollar"** and **"\$"** mean Australian dollars;

"Establishment Fee" means the fee specified in the Letter of Offer;

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

"Facility" means the Line of Credit facility, including any Bank Guarantee, made available to the Account Owner on the Account upon the terms and conditions of the Facility Agreement;

"Facility Agreement" means the agreement constituted by the Letter of Offer and these Standard Line of Credit Terms as varied or replaced pursuant to clause H or otherwise by written agreement between Rabobank and the Account Owner;

"Fixed Interest Option" means a fixed interest period the Account Owner may select to apply to a portion of the Debit Balance in accordance with clause D and may be of a duration of 30, 60, 90 or 180 days or 1, 2, 3, 4 or 5 years, or such other period to which Rabobank may, in its 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 and other specified amounts, such as the Undrawn Loan Fee and the Bank Guarantee Fee, are debited to the Account 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 Account Owner, or offering to vary the Facility;

"Loan Conditions Review" means a review and possible variation of the Facility Agreement, as set out in clause H;

"Loan Limit" means the amount described as such in the Facility Agreement, 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, the Undrawn Loan Fee and the Bank Guarantee Fee as set out in 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;

"Related Body Corporate" has the meaning given in Section 9 of the Corporations Act 2001 (Cth);

"Relevant Person" means each Account Owner and Security Provider severally, and if an Account Owner or Security Provider is a body corporate, each Related Body Corporate of the Account Owner or Security Provider severally;

"Security" means a security listed in the Facility Agreement or any other guarantee or indemnity given in respect of an obligation or liability of the Account Owner in connection with the Account (including under the Facility Agreement) or any other legal or equitable mortgage, charge or other security of any nature which secures an obligation or liability of the Account Owner in connection with the Account (including under the Facility Agreement) or of a Security Provider in connection with the Account (including under the Facility Agreement);

"Security Provider" means any person who at any time gives a Security to Rabobank, which may include the Account Owner;

"Undrawn Amount" means the Loan Limit (after deducting the aggregate of Rabobank's contingent liability under any Bank Guarantee) minus the Debit Balance;

"Undrawn Loan Fee" means the fee specified in clause C(1); and

"Variable Rate" means Rabobank's variable debit interest rate, as determined by Rabobank from time to time.

2. Interpretation

- (a) The Letter of Offer will override these Standard Line of Credit Terms to the extent of any conflict.
- (b) The Facility Agreement will override any Security to the extent of any conflict.

B. Conditions Which the Account Owner 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, where appropriate, validly executed, duly stamped, in registrable form and delivered to Rabobank or Rabobank's solicitor.
- (b) Prior to settlement, 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 each 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) where a Security Provider is a body corporate or trustee, warrant to Rabobank that the provision of the Security continues to benefit the Security Provider.

2. Guarantor to be independently advised

If any Security is a guarantee or otherwise given by a third party, evidence must be produced prior to settlement that each 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 Security Provider executed the Security voluntarily and where necessary obtained independent advice.

3. Trusts

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

4. Bodies Corporate

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

5. Estates

If a Security Provider or Account Owner is a deceased estate, evidence must be produced, prior to settlement, that Probate or Letters of Administration have been granted.

6. Searches and Enquiries

Prior to settlement, 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, their saleability or the Securities.

7. Where purpose of the Loan is to purchase land

If the Loan Purpose includes the purchase of land, a certified copy of the land purchase contract must, upon request, be furnished to Rabobank prior to settlement. The terms of such contract must be consistent with information provided to Rabobank in connection with the Account Owner's application for the Facility and must comply with the terms of any law.

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. Alternatively, 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 prior to settlement. The terms of such agreement must be consistent with information provided to Rabobank in connection with the Account Owner'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 is to be noted on the relevant policy and a certified copy of the policy and an original certificate of currency are to be produced prior to settlement.

10. Other Insurance

Prior to settlement, 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.

(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 must be paid by the Account Owner at or prior to settlement or, if settlement does not proceed, upon demand from Rabobank.

12. Business Purposes

Settlement is subject to Rabobank being satisfied that the Loan Purpose is wholly or predominantly (as defined in The Consumer Credit Code) for business and/or investment purposes.

C. Undrawn Loan Amounts

1. Undrawn Loan Fee

The Account Owner must pay an Undrawn Loan Fee calculated daily at the rate specified in the Letter of Offer, on the Undrawn Amount. This fee will commence on the date specified in the Letter of Offer or, if no such date is specified, 6 months after either the date of the Letter of Offer or the first Interest Payment Date, whichever is earlier, irrespective of whether any conditions in clause B or any special conditions set forth in the Letter of Offer have been satisfied, or the Facility or any increase to the Facility has been settled. If settlement is not effected, then the Undrawn Loan Fee is payable until the Account Owner provides Rabobank with written confirmation that the Facility is no longer required. This fee is debited to the Account in arrears on the Interest Payment Dates. The amount of Undrawn Loan Fee debited on an Interest Payment Date is the sum of the daily amounts of the fee calculated in accordance with this clause for the period commencing on the day referred to above in this clause (in the case of the first debit of this fee) or the previous Interest Payment Date and ending on the day before the Interest Payment Date on which the amount is to be debited. The Undrawn Loan Fee may also be debited on the last day of the Loan Period, or immediately before the Facility is repaid or cancelled, the Loan Limit is reduced to zero or Rabobank demands or requires repayment of the Facility in accordance with the Facility Agreement.

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

At its discretion, Rabobank may, 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 Account Owner a notice no later than the day the reduction takes effect.

3. Account Owner may reduce the Loan Limit by any Undrawn Amount

The Account Owner may reduce the Loan Limit by any amount which is the whole or part of the Undrawn Amount, by giving Rabobank at least three days' written notice. The notice must specify the amount of the reduction and the date on which it is to take effect. A notice cannot be revoked unless Rabobank agrees.

4. Rabobank may withdraw offer

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

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

If no drawdown has been made under the Facility within 10 weeks of the date of the Letter of Offer, Rabobank may without notice to the Account Owner cancel the whole Facility. If such a cancellation is made, Rabobank's obligation to make any drawdown shall terminate and the Account Owner will not be entitled to any refund of amounts paid but must pay any amounts due under the Facility Agreement and compensate Rabobank for any loss it has incurred.

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

1. Requesting a drawdown and selecting a Fixed Interest Option

- (a) The Account Owner may draw on the Account by drawing down on the Facility under the terms of the Facility Agreement up to the Loan Limit.
- (b) The Account Owner must keep the Debit Balance within the Loan Limit.
- (c) Rabobank may allow a temporary increase in the Loan Limit for a limited period. If it does, then at the end of that period:
 - (i) the Loan Limit reduces to the original Loan Limit; and
 - (ii) the Account Owner must immediately make a payment to reduce the Debit Balance to within the original Loan Limit.
- (d) The Account Owner hereby authorises Rabobank to draw and deliver bank cheques for settlement in accordance with the written directions of the Account Owner's solicitor.
- (e) The Account Owner shall keep confidential the Account number and the identification and authorisation procedures advised to the Account Owner by Rabobank.

2. First drawdown

The Account Owner agrees that the first drawdown of the Facility shall be subject to all special conditions in the Letter of Offer, and the terms of clause B (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 drawdown.

3. Drawdown to be applied to Loan Purpose

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

4. When Fixed Interest Options may be selected

The Account Owner may select a Fixed Interest Option:

- (a) when requesting a drawdown of the Facility;
- (b) where the Variable Rate applies to an existing portion of the Debit Balance;
- (c) as provided for in clause F; or
- (d) at the end of a Fixed Interest Option.

5. When Fixed Interest Options end

At the end of a Fixed Interest Option, the portion of the Debit Balance subject to that Option will become subject to the Variable Rate plus the Margin (unless the Account Owner has selected a further Fixed Interest Option to apply to that portion).

E. Method of Calculating and Debiting Interest

1. Calculating and debiting Interest

- (a) More than one interest rate may apply to the Debit Balance. Rabobank calculates interest on a daily basis by applying the applicable daily percentage rate to the relevant portion of the Debit Balance. The applicable daily percentage rate is the applicable percentage rate divided by 365.
- (b) For the portion of the Debit Balance which does not exceed the Loan Limit, the applicable percentage rate is the aggregate of the Margin and the Applicable Base Rate.
- (c) For the portion of the Debit Balance which exceeds the Loan Limit, the applicable percentage rate is the aggregate of the Variable Rate, the Margin and 4 per cent per annum.

- (d) Interest is debited in arrears to the Account on the Interest Payment Date or at such other times as Rabobank may agree. The amount of interest debited on an Interest Payment Date is the sum of the daily amounts of interest calculated in accordance with clause E(1)(a) for the period commencing on the day the first drawdown is made under the Facility (in the case of the first debit of interest) or on the previous Interest Payment Date, and ending on the day before the Interest Payment Date on which the amount is to be debited. Interest may also be debited on the last day of the Loan Period, or immediately before the Facility is repaid or cancelled, the Loan Limit is reduced to zero or Rabobank demands or requires repayment of the Facility in accordance with the Facility Agreement. The amount of interest to be debited under this clause will be reduced by the amount of any interest which has been prepaid in accordance with clause J(8).
- (e) Rabobank may debit to the Account on the first Interest Payment Date after settlement the amount of any interest and fees payable or accrued under an existing loan or facility held with Rabobank which is replaced by this Facility, if such interest and fees have not already been paid.

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

If Rabobank, at the request of the Account Owner, draws funds eg. to attend to a settlement, in anticipation of the Account Owner complying with the conditions to borrowing, the Account Owner must pay to Rabobank interest calculated at the rate of the aggregate of the Variable Rate and the Margin on the amount drawn until the Account Owner has fully complied with the conditions to borrowing, whereupon the Account Owner may select a Fixed Interest Option unless there has been an agreement pursuant to clause G(5).

3. Notification of changes to the Variable Rate

Whenever Rabobank's Variable Rate changes, Rabobank will issue a bulletin which is available for collection from any office of Rabobank during business hours. Rabobank will also publish its current Variable Rate on its toll free 24 hour interest rate telephone line and Rabobank Internet Banking site. Other than as stated in this clause, there is no obligation on Rabobank to give any other form of notice of any changes to its Variable Rate.

F. Future Fixed Interest Options

1. Booking Fixed Interest Options up to 180 days ahead

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

- (a) The Account Owner must nominate the date upon which the Fixed Interest Option will commence.
- (b) Such date must be within 180 days of the date of reservation if the expiry date of the Fixed Interest Option is one year or more, or 30 days of the date of reservation if the expiry date is less than one year (unless Rabobank otherwise agrees).
- (c) The Fixed Interest Option may, at Rabobank's discretion, commence prior to the nominated date.
- (d) If for any reason the Account Owner does not use the Fixed Interest Option, the Account Owner indemnifies Rabobank against any cost or loss arising or suffered which may be debited to the Account.

2. Booking Fixed Interest Options more than 180 days and up to 4 years ahead

If the amount of a proposed Fixed Interest Option is at least \$500,000 and if Rabobank in its discretion agrees, the Account Owner may select a Fixed Interest Option commencing more than 180 days and up to 4 years in the future on the following bases:

- (a) The period from the date of the reservation of the future Fixed Interest Option to its expiry date must not exceed 5 years unless Rabobank otherwise agrees in writing.
- (b) Once selected, there is no flexibility as to when the future Fixed Interest Option commences.
- (c) If for any reason the Account Owner does not use the future Fixed Interest Option, the Account Owner indemnifies Rabobank against any cost or loss arising or suffered which may be debited to the Account.

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 Debit balance currently or would then exceed the Loan Limit.
- (b) The Account Owner cannot select a Fixed Interest Option if it would end after the Loan Period.
- (c) Rabobank may decline a drawdown and the Account Owner cannot select a Fixed Interest Option 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 G(5), the conditions in clause B or clause D(4) have not been satisfied.

2. Adverse change

Rabobank may decline a drawdown and the Account Owner cannot select a Fixed Interest Option if Rabobank considers that there has been a material adverse change from the circumstances disclosed to Rabobank in:

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

3. Account Owner unable to meet obligations

Rabobank may decline a drawdown and the Account Owner cannot select a Fixed Interest Option if Rabobank considers that the Account Owner's actual and potential obligations to Rabobank (including, without limitation, for Break Costs) may not be able to be fulfilled.

4. Changed market conditions

If, in Rabobank's opinion, it is not able at any time to purchase fixed rate funds to match the Account Owner'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 Account Owner's selection of a Fixed Interest Option.

5. Conditions unsatisfied

If the Account Owner has not complied with any of the conditions contained in the Facility Agreement which must be satisfied prior to settlement, Rabobank may permit the Account Owner to select a Fixed Interest Option, provided the Account Owner has deposited 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 Rabobank's right of set off.

H. Reviews To Be Carried Out by Rabobank During the Course of the Facility

1. Loan Conditions Review

Rabobank will carry out Loan Conditions Reviews on the dates specified in the Facility Agreement. 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 the amount of Rabobank's contingent liability under any Bank Guarantee, all accrued interest and fees and all other money owing (including Break Costs arising from the repayment, 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. If Rabobank does not require the Account Owner to fully repay the Facility, then Rabobank may at its discretion vary some or all of the terms and conditions applying to the Facility, except the Margin, Undrawn Loan Fee and Bank Guarantee Fee, so that some or all of its then current terms and conditions for similar facilities of similar amounts to account owners of a similar financial standing apply to the Facility.

2. Variation to date of Loan Conditions Review

At a Loan Conditions Review Rabobank may, if it 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 the Margin, Undrawn Loan Fee and Bank Guarantee Fee in the context of its current rates for similar facilities of similar amounts to account owners of a similar financial standing and vary them accordingly. 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 a Loan Conditions Review, or if Rabobank varies the Margin, Undrawn Loan Fee or Bank Guarantee Fee pursuant to a Loan Pricing Review, then Rabobank will provide the Account Owner with a notice specifying the variations which will come into effect one month from the date of the Loan Conditions Review or the Loan Pricing Review.

5. Loan to be repaid if variation documents not signed

Without limiting clause H(4), if the the Facility terms and conditions are to be varied, Rabobank may require the Account Owner and any Security Provider to sign an acknowledgment, agreement, deed or other document in relation to the variation. In the event any Account Owner or Security Provider does not execute and return to Rabobank any document required to be executed pursuant to this clause within 14 days of a request by Rabobank, then the Account Owner will be deemed to have elected to repay the Facility and must pay to Rabobank the Debit Balance, any accrued interest and fees, the aggregate of Rabobank's contingent liability under any Bank Guarantee, Break Costs (whether or not arising from the payment demanded) and all other amounts owing in connection with the Account, including under the Facility Agreement, within 3 months of Rabobank's request for the document to be signed.

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 Account Owner must reimburse Rabobank any external costs or expenses (for example, legal

and valuation fees, Government Charges) incurred by Rabobank in connection with a Loan Conditions Review or Loan Pricing Review. The Account Owner acknowledges that Rabobank may debit any such costs or expenses to the Account.

7. Credit Review

The Account Owner acknowledges that Rabobank generally undertakes a credit review of the Account Owner and the Facility (including any Undrawn Amount) every 12 months, or more regularly at Rabobank's discretion, which may involve an inspection of the Account Owner's property (and any other Security) and a review of the past, present and projected performance of the Account Owner's business(es). The Account Owner undertakes to co-operate fully with Rabobank and to provide all relevant financial and other information concerning any Relevant Person. Such information may include, but is not limited to, asset and liability statements, tax returns, profit and loss accounts, and cash flow forecasts and programs. Financial accounts must be audited if so required by Rabobank.

8. Extension or expiry of Loan Period

If the Facility has not already become repayable, then at the expiration of the Loan Period the Account Owner must immediately, without demand, repay the Facility together with the amount of Rabobank's contingent liability under any Bank Guarantee, all accrued interest and fees and all other money owing under the Facility Agreement. However, if the Account Owner requests an extension of the Loan Period at any time before the last 3 months, Rabobank may, in its discretion, offer to extend the Loan Period upon the same terms and conditions or upon such other terms and conditions as it considers appropriate. Any such extension is conditional upon:

- (a) Rabobank being satisfied that the Account Owner has complied and will continue to comply with the terms and conditions of the Account; and
- (b) the Account Owner and each Security Provider accepting such extension and such other terms and conditions.

I. Break Costs

1. Break Costs

- (a) Where all or any portion of the Debit Balance is for any reason repaid during a period when a Fixed Interest Option applies to all or any part of it, the Account Owner must pay Rabobank the amount (if any) which Rabobank determines is necessary to compensate it for any loss it determines it will suffer or has suffered as a consequence of the repayment including, without limitation:
 - (i) the difference in the amount it would have earned had the repayment been at the end of the Fixed Interest Option 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 in connection with the relevant Fixed Interest Option.
- (b) Rabobank may require payment under this clause where repayment of an amount is required pursuant to Rabobank exercising any right under the Account terms and conditions, including consequent upon an Event of Default.

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

The Account Owner must pay Rabobank the amount (if any) which Rabobank determines is necessary to compensate it for any loss it determines it will suffer or has suffered:

- (a) because the Account Owner for any reason does not drawdown consistently with its selection of a Fixed Interest Option (including, without limitation, under clause F); or

- (b) by making any variation to a Fixed Interest Option at the request of the Account Owner (which Rabobank is not bound to do).

3. Break Benefits

Where all or any of the Debit Balance is for any reason repaid during a period when a Fixed Interest Option applies to all or any part of it, Rabobank may, within 21 days, pay or allow to the Account Owner 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 Account Owner. Rabobank may, at its discretion, credit the amount calculated to the Account.

4. Payment of Break Costs

The Account Owner must immediately pay the amount of compensation determined under clauses I(1) and I(2) which may, at Rabobank's discretion, be debited to the Account.

J. Payments

1. Repayments generally

Subject to clause I and in addition to any repayment required to be made under the Facility Agreement, the Account Owner may repay any or all of the Debit Balance. At the time of repayment, the Account Owner must specify whether the repayment is a permanent repayment.

2. Permanent repayments

The Debit Balance and the Loan Limit will be reduced by the amount of any permanent repayment on and from the date that the repayment is received by Rabobank. If a permanent repayment is required under the Facility Agreement, the Loan Limit will be reduced by the amount of the repayment on the date it is due.

3. Other repayments

In the case of a repayment which is not a permanent repayment, the Debit Balance only is reduced.

4. Dishonoured payments

If a repayment of the whole or part of a Fixed Interest Option is dishonoured, the Fixed Interest Option or part thereof may not be reinstated and the amount of that Option or part will become subject to the Variable Rate.

5. Payment without deduction or set-off

- (a) All payments required in connection with the Account (including under the Facility Agreement) shall be made by the Account Owner in full without any deduction or withholding, subject to paragraph (b) below. The Account Owner waives any right of, and shall not make, any set-off, combination or counterclaim in relation to such payments.
- (b) If the Account Owner is required by law to make any deduction or withholding in respect of any payment, the Account Owner shall ensure that such deduction or withholding does not exceed the minimum legal liability for such deduction or withholding and 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 is payable in connection with the Account (including under the Facility Agreement).

6. Appropriation of payments

The Account Owner irrevocably waives its right to determine the appropriation of any money paid to Rabobank. Where some or all of

the Debit Balance is subject to the Variable Rate, Rabobank may apply that money to its repayment, and to the repayment of any Fixed Interest Option on its maturity. The appropriation of that money may result in credit funds being held in the Account, from which funds any subsequent drawdown will be drawn prior to the Undrawn Amount. However, all payments will be applied to any account of the Account Owner held with Rabobank or its related bodies corporate, at the sole election of Rabobank, and any rule determining application of payments does not apply. Rabobank will be deemed to have applied payments in the manner and against such amounts which are payable as is in its best interests.

7. Amounts owing

Rabobank may debit to the Account, including by deduction from a drawdown, all amounts payable in connection with the Account (including under the Facility Agreement) including, without limitation, all drawdowns, amounts paid out under a Bank Guarantee, fees, charges, costs, Government charges and interest. The Account Owner owes Rabobank and must pay to it in accordance with the Facility Agreement the Debit Balance of the Account. Any portion of the Debit Balance of the Account which exceeds the Loan Limit must be immediately repaid by the Account Owner.

8. Prepayment of interest

Where a portion of the Debit Balance is subject to a Fixed Interest Option, the Account Owner may, subject to Rabobank's agreement and on whatever terms Rabobank may determine, pay an amount which represents interest which will become payable on the Fixed Interest Option. Subject to the agreement which Rabobank makes with the Account Owner, an amount paid by the Account Owner under this clause will be held by Rabobank to offset amounts of interest calculated on the Fixed Interest Option. If an Event of Default occurs, Rabobank may immediately apply any remaining amount against any amount owing to it by the Account Owner.

K. Costs and Government Charges

1. Account Owner to pay costs

The Account Owner must pay Rabobank, or as it may direct, all costs and expenses (including legal costs on a full indemnity basis) incurred by Rabobank, Rabobank's solicitors, any receiver appointed by Rabobank under a Security, or any staff member of Rabobank acting as permitted under a Security, arising from:

- (a) the preparation, negotiation, registration, stamping, variation, discharge or release, including any investigation, enquiries and searches, of the Facility Agreement, any Security and any associated documentation;
- (b) the assessment of the Securities and Rabobank's rights and duties;
- (c) the valuation of any property 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, in relation to the Account including any Security;
- (e) any application for Rabobank's consent or approval in connection with the Account, including any Security, and the issue or refusal of consent or approval; and
- (f) any request to provide any information or to produce any documents, files or vouchers.

2. Account Owner to pay stamp and other duties

The Account Owner must pay all Government Charges in relation to the Account, including any Security.

3. Payment of Rabobank's administration costs following default

The Account Owner must pay Rabobank an amount determined by Rabobank as will compensate Rabobank for 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.

L. Bank Guarantee Option

1. Bank Guarantee amount

Upon request, Rabobank may, in its discretion, issue Bank Guarantees. The Debit Balance plus the aggregate of Rabobank's contingent liability under any Bank Guarantee (including any proposed Bank Guarantee) must not exceed the Loan Limit at any time.

2. Account Owner's acknowledgements

Bank Guarantees must be satisfactory to Rabobank in form and substance. The Account Owner acknowledges that, under a Bank Guarantee, Rabobank may be required to pay without the approval of the Account Owner, and that Rabobank has the right to make any payment necessary to end its liability (actual or contingent) under the Bank Guarantee and to make any other payment under it.

3. Payment under Bank Guarantee

Any amount paid by Rabobank in relation to a Bank Guarantee may be debited to the Account.

4. Bank Guarantee Fee

For so long as Rabobank has any contingent liability under a Bank Guarantee, the Account Owner must pay the Bank Guarantee Fee to Rabobank calculated daily at the rate specified in the Letter of Offer or, if no rate is so specified, the Variable Rate plus the Margin, on the amount of the contingent liability. This fee is debited to the Account in arrears on the Interest Payment Dates. The amount of the Bank Guarantee Fee debited on an Interest Payment Date is the sum of the daily amounts of the fee calculated in accordance with this clause for the period commencing on the day that a Bank Guarantee is first issued under the Facility (in the case of the first debit of this fee) or on the previous Interest Payment Date, and ending on the day before the Interest Payment Date on which the amount is to be debited. The Bank Guarantee Fee may also be debited on the last day of the Loan Period, or immediately before the Facility is repaid or cancelled, the Loan Limit is reduced to zero or Rabobank demands or requires repayment of the Facility in accordance with the Facility Agreement.

M. Events of Default

1. Demand for payment

Following any Event of Default, the Account Owner must, if Rabobank, in its discretion, so demands, immediately pay to Rabobank the Debit Balance, any accrued interest and fees, the aggregate of Rabobank's contingent liability under any Bank Guarantee, Break Costs (whether or not arising from the payment demanded) and all other amounts owing in connection with the Account, including under the Facility Agreement. If such a demand is made, the Facility and, to the extent that Rabobank is able to do so, any Bank Guarantee under which a contingent liability remains is cancelled. The Account Owner is not entitled to any period within which to pay under any such demand.

2. Events of Default

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

- (a) any Relevant Person fails to pay on time money owing under the Account including any Security;
- (b) any Relevant Person fails to comply with any other obligation under the Account including any Security;

- (c) Rabobank becomes entitled to:
- (i) demand the payment of money which is secured by a Security; or
 - (ii) enforce any Security;
- or would have become so entitled but for any law requiring notice or lapse of time;
- (d) a warranty, representation, answer to requisition, statutory declaration or certificate made or given by or on behalf of an Account Owner or any other person in connection with the Account including any Security is found to be untrue, incorrect or misleading;
- (e) any Relevant Person commits an act of bankruptcy or proposes any composition or scheme of arrangement with creditors or any assignment for the benefit of creditors;
- (f) any event of default (howsoever described) occurs under or in respect of any Security;
- (g) a receiver, official manager, inspector, controller, administrator or similar person of any Relevant Person's undertaking or any part thereof is appointed;
- (h) any Relevant Person, without the consent in writing of Rabobank, ceases or proposes to cease to carry on its business;
- (i) an application for the winding up or similar process of any Relevant Person is presented and not withdrawn within 21 days, or an order is made or an effective resolution is passed for the winding up of such Relevant Person;
- (j) proceedings are initiated to obtain an order for the winding up or similar process of any Relevant Person, or any shareholder or director either calls or threatens to call a meeting for the purpose of considering or passing any resolution for the winding up or similar process of such Relevant Person, and such proceedings or calling of a meeting are not withdrawn, rescinded or revoked within 21 days of initiation;
- (k) any action is initiated by any competent authority with a view to deregistering any Relevant Person from any register of companies or similar register and such action is not withdrawn within 21 days of initiation;
- (l) if any Relevant Person's shares are listed on any Stock Exchange, the listing is suspended or revoked and such suspension or revocation remains in force for a period greater than 14 days;
- (m) any distress or execution is levied or enforced against any assets or property of any Relevant Person;
- (n) any Relevant Person is unable to pay its debts as they fall due or is unable to certify that it is able to pay its debts as they fall due;
- (o) there is an adverse material change in the financial condition of any Relevant Person;
- (p) all or any part of the Account terms and conditions, including any Security, becomes void, illegal, invalid, unenforceable or of limited or reduced force, effect or value;
- (q) a judgement is entered against any Relevant Person for an amount in excess of \$100,000 and is not set aside within 28 days; or
- (r) any Relevant Person, being a body corporate, without prior written consent of Rabobank, reduces or takes any action to reduce its capital (including by way of purchase of its own shares, but not including by redemption of redeemable preference shares) or cancels or reduces, or takes any action to cancel or reduce, the liability of any shareholder of that Relevant Person in respect of any shares held by that shareholder.

3. Notification by Account Owner

The Account Owner 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.

4. Additional Security

Upon the occurrence of an Event of Default, the Account Owner must immediately, upon request by Rabobank, provide to or procure for Rabobank, additional security acceptable to Rabobank. Any such request by Rabobank does not affect its other rights arising upon the occurrence of an Event of Default.

N. Securities

1. Collateral Securities

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

- (a) each Security is deemed to secure the Facility, even if a Security may have been executed prior to or after the 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 the Facility and Rabobank may exercise its rights and remedies either separately or concurrently under all or any of the Securities and under the Facility.

2. Further Security

Each Security shall include:

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

3. Guarantees

If an owner of a Security is not an Account Owner, then that owner will be required to execute an all monies guarantee and indemnity. If a Security is being given by a body corporate then its directors individually will be required to execute all monies guarantees and indemnities.

4. 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 or any variation to 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 amounts from time to time up to the Account Owner's maximum liability with Rabobank.

O. Deposits

1. Government subsidy deposit

- (a) From time to time Rabobank may receive funds for the benefit of a Account Owner from a government agency in the form of assistance, interest subsidy or the like.
- (b) The funds will be dealt with in accordance with any terms and conditions specified by the government agency.
- (c) The Account Owner acknowledges that Rabobank may place those funds on deposit and credit them (and any interest which may be accrued) in accordance with the government agency's directions, if any are specified, or otherwise against the next amount payable under the Facility.
- (d) Unless specified by the government agency to the contrary, Rabobank will not accept directions from the Account Owner concerning the funds.

P. General Provisions

1. Account Owner's undertakings

For as long as any amount is owing under the Account or any Security or any amount is available for drawdown, the Account Owner undertakes to Rabobank that it will:

- (a) ensure that no amount of shareholders' or directors' loans to the Account Owner will be 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. Account Owner's representations and warranties

The Account Owner hereby represents and warrants to Rabobank that:

- (a) the execution of the contract relating to the Account (including the Facility Agreement) and any Security is valid and does not violate any law or regulation, or any document or agreement to which a Relevant Person is a party or which is binding upon that Relevant Person 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 and performance of the contract relating to the Account (including 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 is true and is not, by omission or otherwise, misleading;
- (d) rates, taxes and other outgoings of the Relevant Person 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 the law relating to it and any business carried on by it;
- (f) no litigation or other proceedings are current, pending or threatened which could have a material effect on the assets or financial condition of a Relevant Person;
- (g) no Event of Default has occurred or is occurring;
- (h) in respect of each Relevant Person that is 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 or proposed;
 - (ii) the execution and performance of the contract relating to the Account (including the Facility Agreement) and any Security to which the Relevant Person is a party does not violate the Constitution of the Relevant Person and, if the Relevant Person is listed on any Stock Exchange, the listing requirements thereof;
 - (iii) the Relevant Person has the power, and has taken all corporate and other action required, to open the Account and enter into 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 filings and registrations are current, complete and accurate.
- (i) while there are potential benefits from having certainty in the interest payable in respect of a drawdown, the Account Owner may, in selecting a Fixed Interest Option, lose the benefit of subsequent reductions in interest rates. The Account Owner warrants to Rabobank that, in making any selection of a Fixed

Interest Option, the Account Owner will:

- (i) independently of Rabobank, have assessed and accepted the risk of interest rate movements;
- (ii) have considered and accepted the consequences of having to make repayment during the term of any Fixed Interest Option; and
- (iii) not have relied on any advice, recommendation, opinion or statement made by Rabobank.

3. Continuing warranties

Each representation and warranty contained in clause P(2) will be repeated on each day while any amount is owing under the Account or any Security or any amount is available for drawdown, as if made on each such day.

4. Account Owner's acknowledgments

The Account Owner acknowledges that:

- (a) it has not entered into the contract relating to the Account (including the Facility Agreement) in reliance on, or as a result of, any statement or conduct of any kind by or on behalf of Rabobank (including, without limitation, any advice, warranty, representation or undertaking) other than as expressly set out in the contract relating to the Account (including the Facility Agreement);
- (b) Rabobank is not obliged to do anything (including, without limitation, disclose anything or give advice), except as expressly set out in the contract relating to the Account (including the Facility Agreement); and
- (c) Rabobank can exercise any discretion under the contract relating to the Account (including the Facility Agreement) freely and the Account Owner has not relied upon any statement, representation or undertaking that Rabobank will exercise any such discretion in a particular way or not exercise it.

5. Account Owner's indemnities

- (a) In addition to the Account Owner's obligations to pay compensation under clauses I(1) or (2), the Account Owner indemnifies Rabobank against all actions, claims, demands, losses, damages, liabilities, costs, charges or expenses of any nature (including legal costs on a full indemnity basis) 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 judgement debt being less than that applying to the original obligation to pay in respect of which judgement 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 not invalid) is void or voidable under any Insolvency Provisions or for any other reason;
 - (iv) Rabobank paying (whether or not under a legally enforceable obligation) any loss, cost or expense incurred by any officer, employee, agent or consultant of Rabobank in connection with the Account including any Security;
 - (v) Rabobank acting as the Account Owner's attorney or on any notice, request, direction or instruction given by or on behalf of the Account Owner;
 - (vi) Rabobank entering into any agreement or transaction in connection with the contract relating to the Account (including the Facility Agreement); or
 - (vii) the issue of a Bank Guarantee or any dispute or litigation arising in relation to a Bank Guarantee.

- (b) The Account Owner's obligations to indemnify Rabobank under this clause P(5) are absolute, irrevocable and unconditional and continue until an express release is given irrespective of closure of the Account or the discharge of any Security. Rabobank may debit the Account with any amount payable under this clause P(5). The Account Owner waives any right or claim which has or may have the effect of denying, reducing or impairing the indemnities given by it.

6. Statements of Account

Rabobank will provide the Account Owner with statements of account monthly. However, Rabobank need not send 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) and the Loan Limit 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 Account Owner 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 Account Owner has died or is insolvent and the Account Owner's personal representative or trustee in bankruptcy, or, in the case of a body corporate, the Account Owner's liquidator or administrator, has not requested a statement of account.

7. Cancellation of Facility

If Rabobank requires repayment of the Facility or cancels the Facility in accordance with the terms of the Facility Agreement:

- (a) the Account Owner must not attempt to access or drawdown credit from the Facility by any means; and
- (b) the rest of the contract relating to the Account continues to operate.

Rabobank

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