

General Security Deed

General Conditions

March 2020

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General Security Deed General Conditions

1 Definitions and interpretation

1.1 Definitions

Capitalised terms used in this document that are not defined in this document have the meaning given to those terms in the Facility Letter. In addition, the following definitions apply in this document:

Term	Definition
Associate	<p>(a) in the context of a body corporate includes:</p> <ul style="list-style-type: none">(i) a director, secretary and shareholder of the body corporate;(ii) a body corporate that is a Related Body Corporate;(iii) a director, secretary and shareholder of that Related Body Corporate;(iv) the trustee of any trust under which the persons described in clauses (a)(i), (a)(ii) and (a)(iii) or any of them, may benefit;(v) any person who is a related party for the purposes of section 228 Corporations Act; and(vi) in the particular matter to which the associate reference relates, any person or persons with whom the body corporate:<ul style="list-style-type: none">(A) is acting or proposes to act in concert; or(B) is or proposes to become associated, whether formally or informally; and <p>(b) in the context of a natural person includes:</p> <ul style="list-style-type: none">(i) the spouse, brother, sister, lineal ancestor and lineal descendant of the natural person;(ii) the trustee of any trust under which the persons described in clause (b)(i) or any of them may benefit;(iii) in the particular matter to which the associate reference relates, any other person or persons with whom the natural person:<ul style="list-style-type: none">(A) is acting or proposes to act in concert; or(B) is or proposes to become associated, whether formally or informally; and(iv) an entity controlled by the persons referred to in clauses (b)(i), (b)(ii) and (b)(iii) above.
Attorney	means an attorney appointed under this document or any Collateral Security.

Term	Definition
Authority	means Queensland Rural and Industry Development Authority, a body corporate constituted pursuant to the <i>Rural and Regional Adjustment Act 1994</i> (Qld).
Borrower	means the party described as the 'Borrower' in the Schedule.
Charged Property	means the 'Charged Property' as described in the Schedule and Other Property.
Claim	means any claim, action, proceeding or demand made against the party concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Collateral Security	means the Facility Documents and any other document which at any time is entered into by the Borrower in favour of the Authority to secure the payment of the Secured Money.
Control Event	means: <ul style="list-style-type: none"> (a) in respect of any Charged Property that is, or would have been, a Revolving Asset, the Borrower breaches, or attempts to breach clause 7.4 in respect of any Charged Property or takes any step which would result in it doing so; (b) in respect of any Charged Property that is, or would have been, a Revolving Asset, a person takes a step (including signing a notice or direction) which may result in Tax, or an amount owing to an authority, ranking ahead of the Security Interest created or expressed to be created by this document; (c) in respect of any Charged Property that is, or would have been, a Revolving Asset, distress is levied or a judgment, order or Security Interest is enforced or a creditor takes any step to levy distress or enforce a judgment, order or Security Interest, over the Charged Property; (d) in respect of any Charged Property that is, or would have been, a Revolving Asset, the Authority gives a notice to the Borrower that the Charged Property is not a Revolving Asset. (However, the Authority may only give a notice if the Authority reasonably considers that it is necessary to do so to protect its rights under this document or if a Default is continuing); or (e) if an Insolvency Event occurs in relation to the Borrower.
Deal With	means deal with property in any way including offer for sale, grant an option, create or Dispose Of a right, render or permit to be subject to an Encumbrance, subdivide, convert, deposit, compromise, and allow a counterclaim or right of set-off to arise. Dealing has a corresponding meaning.
Default	means an event or circumstance specified in clause 13.1.
Dispose Of	means sell, transfer, assign, alienate, surrender, dispose of, deposit, Lease, part with possession of and enter into any agreement or arrangement to do or allow any of these things, including granting Possession or Control of the Charged Property to any person other than the Authority. Disposal has a corresponding meaning.

Term	Definition
Encumbrance	<p>means any one or more of the following:</p> <ul style="list-style-type: none"> (a) any interest, right or power that in substance secures payment or performance of any obligation, for example a mortgage, charge or security interest under the PPSA; (b) any preferential or adverse interest of any kind; (c) a right to buy or use assets, for example a hire purchase agreement, option, licence, lease or agreement to purchase; (d) a right to set-off or right to withhold payment of a deposit or other money; (e) an easement, restrictive covenant, caveat or similar restriction over property; (f) an agreement to create any of the items referred to in paragraphs (a) to (e) above or to allow any of those items to exist; (g) a notice under section 255 Tax Act (1936), subdivision 260-A in schedule 1 <i>Taxation Administration Act 1953</i> (Cth) or any similar legislation; and (h) any other right of a creditor to have its claims satisfied before other creditors from the proceeds of or by recourse to any asset including any agreement, arrangement or deed conferring such a right.
Facility Letter	<p>means the facility letter (including the General Conditions incorporated by reference to that facility letter) entered into on or about the date of this document between the Authority and the Borrower.</p>
Facility Documents	<p>means the Facility Letter, the Schedule and this document.</p>
GSD General Conditions	<p>means this document.</p>
Other Property	<p>means all of the Borrower's present and after acquired rights and interests in Land and any other property which is not Personal Property or to which the PPSA does not apply for any reason.</p>
Permitted Encumbrance	<p>means:</p> <ul style="list-style-type: none"> (a) an Encumbrance: <ul style="list-style-type: none"> (i) subsisting on the date of this document; (ii) created with the Authority's prior written consent; or (iii) permitted, with the Authority's prior written consent, to subsist, <p>over all or any part of the Charged Property, subject to and in accordance with the conditions (if any) that the Authority may attach to the consent;</p> (b) liens or charges arising over the Charged Property by operation of law in the ordinary course of business (other than those not discharged when due); (c) a Purchase Money Security Interest; or

Term	Definition
	<p>(d) an Encumbrance provided for by one of the following transactions if the transaction does not secure payment or performance of an obligation:</p> <ul style="list-style-type: none"> (i) a transfer of an Account or Chattel Paper; (ii) a Commercial Consignment; or (iii) a PPS Lease.
Personal Property	<p>means:</p> <ul style="list-style-type: none"> (a) all of the Borrower's present and after-acquired Personal Property (as defined in the PPSA); and (b) all present and after-acquired Personal Property (as defined in the PPSA) in which the Borrower has rights, including all present and future PPSA retention of title property of the Borrower (within the meaning given to that expression by section 51F of the Corporations Act).
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Related Party	means an Associate and a Related Body Corporate.
Required Currency	means the currency in which an obligation or liability under this document or Collateral Security is due.
Revolving Asset	<p>means any Charged Property:</p> <ul style="list-style-type: none"> (a) which is: <ul style="list-style-type: none"> (i) Inventory; (ii) a negotiable instrument; (iii) machinery, plant, or equipment which is not Inventory and has a value of less than A\$1,000 or its equivalent; (iv) money (including money withdrawn or transferred to a third party from an account of the Borrower with a bank or other financial institution); and (b) in relation to which no Control Event has occurred, subject to clause 7.4.
Schedule	means the General Security Deed Schedule that the Borrower signs, which forms part of this document.
Secured Money	<p>means all money and amounts (in any currency) that the Borrower is or may become liable at any time (presently, prospectively or contingently, whether alone or not and in any capacity) to pay to or for the account of the Authority (whether alone or not and in any capacity). It includes money and amounts:</p> <ul style="list-style-type: none"> (a) under or in connection with the Facility Letter; (b) in the nature of principal, interest, fees, costs, charges, expenses, duties, indemnities, guarantee obligations or damages (c) whether arising or contemplated before or after the date of this document or as a result of the assignment (with or without the Borrower's consent) of any debt, liability or Collateral Security; and (d) which a person would be liable to pay but for an Insolvency Event in respect of that person.

Term	Definition
Title Documents	means all documents proving or evidencing ownership of the Charged Property, including a document of title as defined by the PPSA.
Void Payment	means any payment made to the Authority by or on behalf of the Borrower which is subsequently avoided, conceded or compromised as being void or voidable under any law relating to insolvency or the protection of creditors or to any other matter or event.

1.2 Interpretation

The interpretation provisions at clause 1.2 (Interpretation) of the Facility Letter apply to this document as if set out in full, except that a reference to 'this document' is a reference to the Schedule and the GSD General Conditions and includes the deed recorded by this document.

1.3 PPSA terms incorporated

In this document, unless the context requires otherwise, the following words and expressions (and grammatical variations of them) have the same meanings given to them in the PPSA or the regulations to the PPSA (as applicable): **Accession, Account, Account Debtor, ADI, Attach, Chattel Paper, Commercial Consignment, Control, Financing Change Statement, Financial Property, Financing Change Statement, Financing Statement, Fixtures, General Law, Goods, Intellectual Property, Intellectual Property Licence, Inventory, Investment Instrument, Land, Negotiable Instrument, Perfect, Personal Property, Possession, PPS Lease, Proceeds, Purchase Money Security Interest, Serial Number and Verification Statement.**

2 Receipt of value

The Borrower acknowledges having received valuable consideration from the Authority for the giving of this document.

3 Obligations secured

3.1 Security Interest in Charged Property

- (a) The Borrower grants a Security Interest in the Charged Property to the Authority as security for:
 - (i) the payment of the Secured Money to the Authority; and
 - (ii) the performance of all obligations under the Facility Documents.
- (b) This Security Interest is a transfer by way of security of Charged Property consisting of Accounts and Chattel Paper which are not, or cease to be, Revolving Assets.

3.2 Charge over Other Property

The Borrower charges by way of fixed charge all of the Borrower's present and future interest in, and all of the Borrower's rights in relation to, the Other Property.

4 Secured Money

4.1 Payment of Secured Money

The Borrower must pay the Secured Money in full to the Authority or to anyone else as the Authority directs in writing:

- (a) at the times and in the way agreed in writing between the Borrower and the Authority (including, for example, in any Facility Document); or
- (b) otherwise, the Borrower must pay the Secured Money when the Authority demands.

4.2 No set off or deduction

The Borrower must make all payments of the Secured Money without any deductions, set-off or counterclaims and in immediately available funds.

5 Title Documents

Where Title Documents exist:

- (a) the Borrower must deliver and leave them with the Authority, unless the Authority agrees that a person who has the benefit of a Permitted Encumbrance will hold them; and
- (b) the Borrower acknowledges that the Authority may be required to deliver the Title Documents to a third party for registration purposes and that the Authority may not be in a position to return the Title Documents to the Borrower.

6 Representations and warranties

6.1 Borrower's representations and warranties

The Borrower represents and warrants to the Authority that:

- (a) the Borrower has good title to, or has a right or interest in, the Charged Property and has the right to grant a Security Interest in the Charged Property under this document;
- (b) other than already disclosed to the Authority in writing, the Borrower does not act as trustee of any Trust and is the sole beneficial owner of the Charged Property;
- (c) the Borrower has possession of the Charged Property and if requested, will deliver Possession of the Charged Property to the Authority;
- (d) the Borrower has not granted Possession or Control over the Charged Property to any person other than the Authority; and
- (e) the Borrower benefits by signing this document.

6.2 Facility Documents

The representations and warranties in clause 6 are in addition to any other representations and warranties contained in a Facility Document.

6.3 Repetition

The representations and warranties in clause 6 are taken to be repeated (by reference to the then current circumstances) on each date from the date of this document until the date on which all Secured Money has been paid in full and all obligations of the Borrower under all Facility Documents have been discharged in full.

6.4 Reliance on representations and warranties

The Borrower acknowledges that:

- (a) the Authority has incurred obligations under the Facility Documents in reliance on the representations and warranties given by the Borrower; and
- (b) the Borrower has not entered into the Facility Documents in reliance upon, and the Borrower will not rely upon, any representation, warranty, promise or statement made by the Authority or any person on the Authority's behalf at any time.

6.5 Authority's liability

The Borrower acknowledges that:

- (a) the Authority's obligations are limited to those which are expressly set out in the Facility Documents;
- (b) the Authority is not liable for any change in interest rates, currencies or exchange rates; and
- (c) the Authority is not liable or responsible to the Borrower for any information, advice or opinion given by the Authority about interest rates, currencies or exchange rates, even if they have been given incorrectly or negligently.

7 Charged Property

7.1 Attachment

The Borrower acknowledges that the Security Interest created by this document Attaches to the Charged Property in accordance with the PPSA and confirms that it is not agreed that any Security Interest will Attach at any later time.

7.2 Borrower's obligations relating to Charged Property

The Borrower must:

- (a) carry on and maintain the Borrower's business in a proper and efficient way;
- (b) prepare and maintain proper and adequate books and records;
- (c) comply with the terms and conditions of any Lease to which the Borrower is a party;
- (d) exercise any of the Borrower's legal rights the Authority reasonably requires the Borrower to exercise;
- (e) comply with the Borrower's payment obligations under any agreement for the purchase of Charged Property;

- (f) comply with the Borrower's obligations under any Encumbrance and Permitted Encumbrance;
- (g) comply with all restrictive and other covenants affecting the Charged Property or its use or enjoyment;
- (h) protect the Charged Property at the Borrower's expense including, if necessary, defending any legal proceedings involving the Charged Property;
- (i) keep the Charged Property in good working order and condition;
- (j) renew or replace, when worn out or destroyed, all present or future property used in connection with the Charged Property; and
- (k) execute and deliver any documents or instruments and do all other things reasonably required by the Authority to give effect to this document and to confirm and Perfect the Authority's Security Interest, including:
 - (i) delivering Possession or Control of the Charged Property to the Authority to perfect its Security Interest or to defeat the Security Interest of a third party; and
 - (ii) providing all necessary information to register any Financing Statement, Financing Change Statement or notice in relation to the Authority's Security Interest and each Collateral Security and ensure that those Security Interests have priority over all other Security Interests.

7.3 Borrower's undertakings relating to Charged Property

The Borrower must not, without the Authority's prior written consent:

- (a) sign or allow to exist any Encumbrance over or affecting the Charged Property other than a Permitted Encumbrance or as permitted by clause 7.4(a)(i); or
- (b) where the Borrower is a corporation and the Authority has made a demand on the Borrower under a Facility Document, declare or pay a dividend until the demand is satisfied in full.

7.4 Borrower's dealings with the Charged Property

- (a) The Borrower must not, without the Authority's prior written consent, do any of the following in respect of the Charged Property except in the ordinary course of its ordinary business or as permitted by clause 7.4(b):
 - (i) Deal With any of the Charged Property; or
 - (ii) move or transfer any of the Charged Property outside of Australia.
- (b) The Borrower may do any of the following in the ordinary course of the Borrower's ordinary business unless it is prohibited from doing so by another provision in a Facility Document:
 - (i) create or allow another interest in, or dispose or part with possession of, any Charged Property which is a Revolving Asset; or
 - (ii) withdraw or transfer money from an account with a bank or other financial institution.

- (c) If a Control Event occurs in respect of any Charged Property then automatically:
 - (i) that Charged Property is not (and immediately ceases to be) a Revolving Asset;
 - (ii) any floating charge over that Charged Property immediately operates as a fixed charge;
 - (iii) if the Charged Property is Accounts or Chattel Paper, it is transferred to the Authority by way of security; and
 - (iv) the Borrower may no longer Deal With the Charged Property under clause 7.4(a).
- (d) If any Charged Property is not, or ceases to be, a Revolving Asset, and becomes subject to a fixed charge or transfer under clause 7.4(c), the Authority may give the Borrower a notice stating that, from a date specified in the notice, the Charged Property specified in the notice is a Revolving Asset, or becomes subject to a floating charge or is transferred back to the Borrower. This may occur any number of times.
- (e) Any inventory which is not, or ceases to be, a Revolving Asset is specifically appropriated to a security interest under this document. The Borrower may not remove it without obtaining the specific and express authority of the Authority to do so.
- (f) The Borrower's transfer of the Proceeds of any of the Borrower's Goods that the Authority has allowed the Borrower to Deal With under this clause 7.4 is in consideration for the Authority permitting the dealing that gave rise to the Proceeds.

8 Notice and information

8.1 Borrower's obligation to notify

The Borrower must notify the Authority in writing:

- (a) of the particulars and location of any Charged Property (including Serial Numbers and changes to Serial Numbers) on request by the Authority or promptly upon the particulars of the Charged Property changing; and
- (b) at least 14 days before:
 - (i) the Borrower (or if the Borrower is a trust or partnership, the trust or the partnership) changes its name;
 - (ii) any ABN or ARSN allocated to the Borrower (or if the Borrower is a trust or partnership, the trust or the partnership) changes, is cancelled or otherwise ceases to apply to it (or if it does not have an ABN, ARBN or ARSN, one is allocated, or otherwise starts to apply, to it); or
 - (iii) the Borrower becomes trustee of a trust or a partner in a partnership.

8.2 Borrower's obligation to give information

- (a) The Borrower must promptly give to the Authority any other financial or operating information which the Authority may reasonably request from time to time about the Borrower or any Charged Property, including a current, full and complete inventory of any Charged Property specifying the value and location of each item.

- (b) The Authority may employ any professional adviser, agent or consultant, at the Borrower's cost, to assess any information or material given to the Authority under a Facility Document or to exercise the Authority's rights under a Facility Document.

9 Insurance

9.1 Borrower's obligation to insure

The Borrower must:

- (a) insure and keep insured all of the Charged Property of an insurable nature against risk of loss or damage by fire and all other risks which a prudent person would take out and maintain for a business similar to the Borrower's business;
- (b) take out and maintain, employer's indemnity insurance, public risk and other insurances which a prudent person would take out and maintain for a business similar to the Borrower's business; and
- (c) upon request, immediately deliver copies of the insurance policies referred to in clauses 9.1(a) and 9.1(b) to the Authority.

9.2 Borrower's undertakings

The Borrower must not:

- (a) do or allow to be done anything which might cause any insurance policy to be prejudiced or rendered void, voidable or unenforceable; or
- (b) make, enforce, settle or compromise a Claim or do anything inconsistent with the Authority's rights or powers under clause 14.

10 Borrower's obligations to give access

The Borrower must:

- (a) ensure that all the Borrower's books, records, and accounts are available for inspection at all reasonable times by the Authority, the Authority's employees, professional advisers, agents, and other persons on the Authority's behalf;
- (b) allow and give reasonable assistance to the Authority, the Authority's employees, professional advisers, agents or other persons on the Authority's behalf, to inspect and take copies of or extracts from all books, vouchers and other documents relating in any way to the Borrower's business transactions;
- (c) allow or procure for the Authority, the Authority's employees, professional advisers or agents, or other persons on the Authority's behalf, full and unfettered access upon reasonable notice, to any land or building:
 - (i) occupied by the Borrower; or
 - (ii) forming or containing any part of the Charged Property;

- (d) allow the Authority and its employees, professional advisers, agents, contractors, consultants and workmen, free access at all times, to the Charged Property:
 - (i) to examine the state of repair, order and condition of the Charged Property;
 - (ii) to find out whether the Borrower has Possession, Control or ownership of rights in the Charged Property;
 - (iii) to do any act or thing which the Borrower should have done under this document or any Collateral Security;
 - (iv) to make right, to the extent possible, any Default; or
 - (v) to exercise any of the Authority's rights, powers or remedies; and
- (e) do any combination of the above and give reasonable assistance to those persons to do any or all of the above.

11 Authority's actions under PPSA

11.1 Authority to take steps to Perfect Security Interest

The Borrower authorises the Authority to:

- (a) file all Financing Statements and other documents; and
- (b) do all things (including completing and adding schedules to this document for further identifying the Charged Property),

which are necessary to Perfect and continue the Authority's Security Interest, to protect and preserve the Charged Property and to realise the Authority's Security Interest.

11.2 Authority may recover disclosure costs

If the Authority receives a request for information under the PPSA, the Borrower must reimburse the Authority on demand for any costs or expenses it incurs in complying with the request for information.

11.3 Copy of document and Financing Statement

The Borrower:

- (a) acknowledges receiving a copy of this document; and
- (b) waives all rights to receive a copy of any Financing Statement, Financing Change Statement or Verification Statement filed in respect of this document.

12 Indemnities by the Borrower

12.1 Indemnity relating to Default

The Borrower indemnifies the Authority from and against all Claims which may be made or brought against the Authority arising out of any Default whether or not a mistake, oversight, error of judgment, omission, or any other behaviour on the Authority's part or on the part of the Authority's employees, agents, an Attorney or Receiver caused or contributed to the Claim.

12.2 Indemnity relating to Payment of Secured Money

The Borrower indemnifies the Authority against and must pay to the Authority on demand all losses, costs, Claims and expenses which the Authority may sustain or incur or suffer as a result of any payment of the Secured Money or any part of the Secured Money being made to the Authority on a day other than the due date for payment.

12.3 Continuing indemnities

Each indemnity the Borrower gives in clause 12:

- (a) is a separate and independent obligation;
- (b) has effect despite any time, waiver, or other indulgence granted to the Borrower; and
- (c) survives the discharge or termination of this document.

13 Default

13.1 Specified Defaults

A Default occurs if an event or circumstance specified as a 'Default' or 'Event of Default' (however described) in the Facility Letter or any other Facility Document occurs.

13.2 Consequences of Default

Upon the occurrence of a Default, the Authority may declare that the Secured Money:

- (a) is immediately due and payable; or
- (b) payable on demand,

in which case it will become so.

13.3 Enforcement

The Authority may do any one or more of the following at any time after the occurrence of any Default, without needing to give any demand or notice (including any notice under the PPSA) to the Borrower:

- (a) enforce this document;
- (b) enforce any other Facility Document;
- (c) exercise or enforce all or any of the Authority's rights, powers or remedies:
 - (i) conferred by law;
 - (ii) under or arising in connection with any Facility Document; or
 - (iii) arising in any other way whatever.

14 Authority's powers

14.1 Authority's powers after Default

The Authority may, at any time after the occurrence of any Default:

- (a) do all acts and things and exercise or enforce all rights, powers and remedies of the Authority or an absolute owner relating to the Charged Property, including all the rights of the Authority under the PPSA or otherwise conferred by law;
- (b) take or enter into Possession of, collect or get in (or any combination of these actions) the Charged Property to the exclusion of the Borrower;
- (c) require that any rents, profits, payments or other Proceeds (including from Account Debtors) relating to the Charged Property are paid to the Authority or at the Authority's election, are held by the Borrower on trust for the Authority;
- (d) carry on or concur in carrying on the Borrower's business which forms part of the Charged Property, in the Borrower's or the Authority's name or otherwise;
- (e) manage the Charged Property;
- (f) use all Authorisations, brand, trade and business names or, marks or other Intellectual Property or Intellectual Property Licences used or which may be used as part of the Charged Property;
- (g) have access to and use the Borrower's premises, plant, equipment and accounting and other services and the services of the Borrower's employees and agents for any purpose;
- (h) operate accounts in the Borrower's name (whether alone or jointly) to the Borrower's exclusion, withdraw any money standing to the credit of that account and sign, draw, or endorse Negotiable Instruments in the Borrower's name;
- (i) perform, observe, carry out, enforce specific performance of, exercise, or refrain from exercising the Borrower's rights and powers under, or otherwise obtain the benefit of, vary or rescind all contracts, arrangements, rights forming part of the Charged Property, and instruments entered into or held by the Borrower, or entered into in exercise of the powers or authorities conferred by clause 14 in the Borrower's name or otherwise, including with respect to any Financial Property;
- (j) make any arrangement or compromise which the Authority thinks fit;
- (k) do all things necessary to perform or to observe any of the Borrower's obligations under any Facility Document;
- (l) do all things and pay all money necessary to make good, to the Authority's satisfaction, any breach or default inherent in a Default;
- (m) where any of the Secured Money remains contingent, invest, deposit or hold the Charged Property in any form or in any mode of investment that the Authority thinks fit and with a similar power to vary, transpose or reinvest those investments or deposits from time to time until that part of the Secured Money ceases to be contingent;
- (n) pursue Account Debtors and do all things which the Authority thinks necessary to recover or protect any of the Charged Property;

- (o) take proceedings at law or in equity in the Borrower's name or otherwise which the Authority considers necessary relating to this document or the Charged Property;
- (p) complete, pull down, rebuild, alter or add to (or any combination of these things) any building, erection, development or project on any land or any interest in it which forms part of the Charged Property;
- (q) convert, liquidate, restructure or reduce the whole or any part of the Charged Property;
- (r) expend money for the exercise or attempted exercise of any or any combination of the above rights, powers, remedies, authorities and discretions (which money will then form part of the Secured Money);
- (s) pay off any Encumbrance (including a Permitted Encumbrance) and, at the Borrower's cost, take a transfer or assignment of that Encumbrance and, if the Authority chooses, any ancillary or collateral Guarantee to that Encumbrance, for the benefit of the Authority and, relating to that paying off:
 - (i) the Borrower is indebted to the Authority in an amount equal to the amount paid by the Authority;
 - (ii) that debt is immediately payable to the Authority and forms part of the Secured Money and interest will accrue on the outstanding amount of that debt at the rates applicable to the Secured Money;
 - (iii) the Authority need not enquire whether the money claimed to be owing under or relating to the Encumbrance or any prior Encumbrance is actually owing;
 - (iv) the person holding or having the benefit of the prior Encumbrance need not enquire whether there is any money owing under any Facility Document; and
 - (v) the Borrower authorises and directs any person holding or having the benefit of a prior Encumbrance to give the Authority any information the Authority may require relating to the prior Encumbrance, including the state of accounts under that prior Encumbrance;
- (t) give any Financial Accommodation for the Borrower's account or obtain Financial Accommodation from any other person, for any purpose which, and on the terms and conditions that the Authority considers necessary relating to any of the Authority's rights, powers or remedies or the Charged Property;
- (u) in the Borrower's name or otherwise, secure the payment or repayment of any Financial Indebtedness relating to any Encumbrance over the Charged Property and irrespective of whether that Encumbrance will rank in priority to, equally with or after this document or any Collateral Security;
- (v) sell or concur in selling (whether or not the Authority has taken Possession of the Charged Property) any part of the Charged Property:
 - (i) either by public auction, private treaty, option or tender;
 - (ii) in full or in part;
 - (iii) for cash or on credit;

- (iv) with power to allow the whole or any part of the purchase money to remain owing on a mortgage of the property sold, on any other Encumbrance or without any Encumbrance; and
- (v) subject to any conditions that the Authority chooses;
- (w) sever the Borrower's Fixtures and sell them;
- (x) Lease in the Borrower's name or otherwise the whole or any part of the Charged Property for any term, at the rent and on the terms that the Authority chooses or end, renew, surrender or accept the surrender of a Lease of the Charged Property;
- (y) on any sale or Lease under clause 14 or under any statute, sell or Lease the whole or any part of the Charged Property with any other property (whether real or personal) Encumbered by the Borrower or any other person, by one contract and at one price, or at one rent or in any manner that the Authority chooses, with full power to apportion all costs, expenses and purchase money or rents between the properties sold or Leased;
- (z) promote the formation of any company with a view to that company purchasing or acquiring the whole or any part of the Charged Property or assuming the Borrower's obligations or both;
- (aa) employ managers, solicitors, professional advisers, consultants, officers, agents, auctioneers, workmen and servants for any purpose set out in clause 14 at the remuneration the Authority thinks fit;
- (bb) give effectual receipts for all money or assets received in the exercise of any power conferred by clause 14, which receipts will exonerate any person paying or handing over money or assets from all liability to:
 - (i) see to the application of that money or assets;
 - (ii) enquire whether the Secured Money or any part of it has become payable; and
 - (iii) see to the propriety or regularity of any act or appointment under this document;
- (cc) enter into and execute documents or agreements on behalf of the Authority or the Borrower for any purpose relating to this document or any Collateral Security (including to sign, to accept or to endorse cheques and other Negotiable Instruments);
- (dd) delegate any of the powers and authorities conferred on the Authority under clause 14 to any person the Authority approves;
- (ee) do any other act and thing as the Authority thinks expedient in the Authority's interests or incidental to any of the rights, powers, remedies, authorities and discretions referred to in or conferred by clause 14;
- (ff) conduct, defend or compromise, in the Borrower's name or otherwise on any terms, any proceedings, Claim or dispute relating to the Charged Property or this document and sign any document relating to that action;
- (gg) do any one or more of the following:
 - (i) appoint in writing any one or more persons to be a Receiver of the Charged Property, the income and Proceeds of the Charged Property or both with all or any of the rights, powers, remedies, authorities and discretions referred to in clause 14;

- (ii) remove the Receiver or those Receivers; and
- (iii) if any Receiver is removed, retires or dies, appoint another in their place or, if the Authority chooses, in the case of removal or retirement, reappoint that person;
- (hh) make calls on the Borrower's members in respect of any uncalled capital or any uncalled premiums which form part of the Charged Property; and
- (ii) exercise any voting or other rights or powers relating to any Investment Instruments which form part of the Charged Property and do all things relating to those Investment Instruments which the Authority thinks necessary, including:
 - (i) causing itself to be registered as the holder of any Investment Instruments, or as the person entitled to any rights, in order to hold those Investment Instruments or rights as the Authority under this document; and
 - (ii) completing in favour of any person (including the Authority itself) who is purchasing the Investment Instruments under the powers given to the Authority by this document or by law, any transfer or any other document signed by or on behalf of the Borrower.

14.2 Authority's powers at any time

The Authority may at any time, do one or both of the following:

- (a) give up Possession or Control of the whole or any part of the Charged Property; or
- (b) terminate any Receivership.

15 Receivers

15.1 Appointment of Receiver

Every Receiver has, subject to any limitation or restrictions set out in the document under which the Receiver is appointed:

- (a) power in the name and on behalf of and at the Borrower's cost to do or omit to do anything which the Borrower or an absolute owner could do or have done relating to the Charged Property;
- (b) (with the Authority's consent) all the powers conferred by law on Authority in Possession or Control of Charged Property as those powers are varied and extended and applicable to the Authority under this document;
- (c) all the rights and powers conferred by law or under statute (including the Corporations Act) on Receivers; and
- (d) all the rights, powers, remedies, discretions and privileges available to or conferred on the Authority under this document (other than the power to appoint Receivers).

15.2 Appointment of further Receiver

A Receiver is the Borrower's agent and the Borrower is alone responsible for the Receiver's acts and defaults. If at any time, a resolution is passed or an order is made for the Borrower's winding up, the Receiver will to the extent required by law, cease to be the Borrower's agent and may, if the Authority notifies the Receiver in writing, become the Authority's agent. The Authority may,

despite that resolution or order, exercise power to appoint a further Receiver under clause 14.1(gg)(i) at or after that time.

15.3 Powers of Receiver

The obligations, prohibitions and restrictions set out in or implied by this document are not to be interpreted as limiting any rights, powers, remedies or discretions exercisable by a Receiver appointed under this document who is, or who is deemed under this document to be, the Borrower's agent.

15.4 Joint and several appointments

If two or more persons are appointed to be a Receiver under this document, those persons may be appointed jointly, severally or jointly and severally as the Authority may, in the instrument of appointment, stipulate. In the absence of any stipulation, the appointment is deemed to have been made jointly and severally.

15.5 Receiver's remuneration

The Authority may fix the remuneration of any Receiver appointed under this document at an amount agreed between the Authority and the Receiver or, in the absence of agreement, at a rate the Authority decides.

16 Exercise of powers

16.1 Notice of exercise of power

The Authority or a Receiver will, before exercising a right, power or remedy under this document (or any other Facility Document) or conferred by law:

- (a) give any notice or demand; and
- (b) allow any time to elapse,

which they are required by law to give. If any notice, demand or requirement that time elapse which is otherwise applicable by law is able to be waived or negated by agreement, it is waived and negated. If any requirement that time elapse is not able to be waived or negated but is, or the time period involved is, able to be shortened, the time period which must elapse is fixed as the longer of one day and the minimum period required by law.

16.2 Exercise of power

- (a) If the Authority or any Receiver Disposes Of or Deals With or attempts to Dispose Of or Deal With any of the Charged Property (with or without any other property) under or in purported exercise of any of the Authority's or the Receiver's (as the case may be) rights, powers, remedies or authorities under this document or any Collateral Security, no Lessee, purchaser or any other person involved with any Disposal or Dealing:
 - (i) need enquire whether there has been a default by the Borrower under this document or any Collateral Security or otherwise as to the propriety or regularity of the Dealing or Disposal; or
 - (ii) is affected by express or constructive notice that the Dealing or Disposal is unnecessary or improper.

- (b) Despite any irregularity or impropriety, that Disposal or Dealing or attempted Disposal or Dealing is deemed to be authorised and is valid.

16.3 Receiver's and Authority's liability

- (a) The Authority, any Receiver or any of the Authority's or Receiver's employees, professional advisers, agents or other persons on their behalf, will not by reason of entering the Charged Property be liable to account as Authority in Possession or for anything except actual receipts by the Authority or the Receiver (as the case may be).
- (b) The Authority or any Receiver is not liable or answerable for or in connection with any omission or delay or for any irregularity or involuntary loss which occurs as a result of or in connection with the exercise or non-exercise or attempted or purported exercise of any of the rights, powers, remedies, authorities or discretions of or conferred on the Authority or a Receiver under this document or any Collateral Security or otherwise.

17 Receipt and application of money

17.1 Receipt of money

- (a) The Authority may credit any money received, recovered or realised or available for receipt by the Authority under this document or any Collateral Security to any suspense account.
- (b) The Authority may keep the money in that account for as long as the Authority thinks fit, accruing interest at the rate the Authority thinks fit or negotiates, until the Authority, at the time or times the Authority thinks fit, applies the money in reduction or discharge of the Secured Money.

17.2 Application of money

- (a) If section 140 PPSA applies, any amount, personal property or proceeds (within the ordinary meaning of that term) received by the Authority or any Receiver as a result of enforcing a Security Interest in the Charged Property will be applied in accordance with section 140 PPSA.
- (b) If section 140 PPSA does not apply, any money received by the Authority or any Receiver after the enforcement of this document or any Collateral Security will, when the Authority decides to apply it, be applied in the following order:
 - (i) in payment of amounts which become owing or payable under clause 12;
 - (ii) in payment of all expenses incurred in or incidental to the appointment of any Receiver, and the exercise of the powers of, and all expenses debts and liabilities of the Receiver or the Authority;
 - (iii) in payment of any Receiver's remuneration;
 - (iv) in payment of any Encumbrances that have a higher priority than the Authority;
 - (v) towards the discharge of the Secured Money;
 - (vi) in reduction or discharge of Permitted Encumbrances that have a lower priority than the Authority; and
 - (vii) the surplus (if any) to or to the credit of an account in the name of the Borrower.

- (c) The surplus (if any) referred to in clause 17.2(b)(vii) will not carry interest and the Receiver or the Authority may pay that surplus to the credit of an account in the Borrower's name in the Authority's books or in the Borrower's name at any ADI. Upon the crediting of the surplus, the Authority and the Receiver are under no further liability in respect of that surplus.

17.3 Method of application

- (a) In applying any money under clause 17 towards payment of the Secured Money:
 - (i) the Borrower's account is credited only with that part of the money actually received by the Authority;
 - (ii) any credit will date from the time of receipt (as decided by the Authority); and
 - (iii) the Authority may apply that money towards payment of any part of the Secured Money as the Authority sees fit.
- (b) Clause 17.3(a) will apply even though, in the exercise of any power of sale, the Authority or the Receiver may have transferred the Charged Property and taken an Encumbrance to secure the unpaid balance of the purchase money.

18 Exercise of rights and consent

18.1 No obligation to give reasons or consent

The Authority and a Receiver may:

- (a) exercise any right, power, remedy or authority;
- (b) give or decline to give any consent; or
- (c) make or decline to make any decision,

under this document, in the Authority's or the Receiver's absolute discretion. The Authority or the Receiver does not need to give reasons for the decision or for declining to give a decision. The Authority or the Receiver is not liable for any loss arising out of any delaying, declining or omission to exercise any right, power, remedy or authority, to give any consent, or to make any decision.

18.2 Authority's exercise of rights

The Authority does not need to resort to any Facility Document before exercising the Authority's rights under this document. Subject to the mandatory requirements of any law, the Borrower may not require the Authority to marshal or consolidate:

- (a) this document with any other Facility Document or Encumbrance; or
- (b) any other Facility Document or Encumbrance with this document.

18.3 Certificates

- (a) The Authority may give the Borrower a certificate about a matter or an amount payable in connection with this document and any other Facility Document. The certificate is evidence of the matter or amount unless it is proved to be incorrect.

- (b) The Authority may rely on certificates given by any other person with a Permitted Encumbrance as to the amount that is owed to them.

19 Exclusion of PPSA

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) the Authority need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
 - (ii) sections 142 and 143 are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Authority need not comply with sections 132 and 137(3);
- (c) the Borrower waives its right to receive from the Authority any notice required under the PPSA (including a notice of a Verification Statement);
- (d) if the PPSA is amended after the date of this document to permit the Borrower and the Authority to agree to not comply with or to exclude other provisions of the PPSA, the Authority may notify the Borrower that any of these provisions is excluded, or that the Authority need not comply with any of these provisions, as notified to the Borrower by the Authority; and
- (e) the Borrower agrees not to exercise its rights to make any request of the Authority under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

20 Confidentiality

The Borrower agrees not to disclose information in connection with a Facility Document (including the existence or contents of any Facility Document or the exercise of any rights under a Facility Document) that is not publicly available except if the information is:

- (a) disclosed with the prior consent of the Authority;
- (b) disclosed to:
 - (i) a Receiver appointed under a Facility Document;
 - (ii) officers, employees, auditors, legal or other advisers of the Borrower; or
 - (iii) any Related Party of the Borrower; or
 - (iv) any person in connection with an exercise of rights or a dealing with rights or obligations under this document (including steps such as negotiating with any potential assignee of the Authority's rights or other person who is considering contracting with the Authority or a Receiver in connection with this document),

providing the recipient of the information agrees to act consistently with clause 19;
- (c) expressly permitted or required to be disclosed under a Facility Document; or

- (d) is information which the disclosing party reasonably believes is required by any law or stock exchange to be disclosed.

21 Continuing security

This document is a continuing security and is not considered as wholly or partially discharged by:

- (a) the payment at any time in the future of any of the Secured Money;
- (b) any settlement of account; or
- (c) any other matter or thing whatever,

and applies to the present and any future balance of the Secured Money.

22 Authority's rights

22.1 Preservation of Authority's rights

The Authority's rights and the Borrower's obligations and liabilities under this document are not affected by anything which might otherwise affect them at law or in equity, including:

- (a) the Authority or another person granting time or other indulgence to the Borrower;
- (b) an Insolvency Event occurring which relates to the Borrower;
- (c) any transaction or arrangement that may take place between the Authority and the Borrower or any other person;
- (d) any variation of a transaction, arrangement or agreement between the Authority and the Borrower or any other person;
- (e) the Authority failing or neglecting to recover by the realisation of any Security under a Facility Document or otherwise any of the Secured Money from any person;
- (f) any lack of power by the Borrower to enter into this document either in the Borrower's own right or in the capacity in which the Borrower is purporting to act;
- (g) the Authority becoming a party to or being bound by any compromise, assignment of property, scheme of arrangement, composition of debts or scheme of reconstruction by or which relates to the Borrower;
- (h) the release, discharge, abandonment, loss, impairment, transfer of or other dealing with (either in whole or in part and whether with or without consideration) any of the Authority's rights under any Facility Document;
- (i) the death of any person;
- (j) the obtaining of a judgement or order against the Borrower or any other person; or
- (k) the failure by any person intended or contemplated as a party to this document to properly execute this document.

22.2 Extinguishment of rights

Nothing contained in or implied by this document will operate or be deemed to:

- (a) discharge, release, postpone, merge or otherwise prejudice or affect any Security under a Facility Document or right which the Authority may hold, receive or Claim in respect of the Secured Money; or
- (b) extinguish any of the Authority's rights or remedies upon or under any Negotiable Instrument, Guarantee, acknowledgment of debt, agreement for Financial Accommodation or any other contract.

22.3 Judgments

Any judgment which the Authority may obtain against the Borrower in respect of the Secured Money may be held as a Security under a Facility Document and no other Security under a Facility Document will need to merge in that judgment.

22.4 Void Payments

If a Void Payment is made to the Authority:

- (a) the Void Payment is not deemed to have discharged the Borrower's liability for which it was made despite any release, settlement or discharge which may have been given on the faith of the Void Payment;
- (b) the Authority and the Borrower are to be placed in or restored to the position they would have been in but for the Void Payment and the Borrower and the Authority may exercise the rights and are subject to the liabilities which each would have had or been subject to, if the Void Payment and any release, discharge or settlement given on the faith of the Void Payment had not been made or given;
- (c) the Borrower must take all steps and sign all documents, and must procure that all relevant third parties take all steps and sign all documents that the Authority requires for the replacement or reinstatement of any Facility Document previously held by the Authority from the Borrower;
- (d) the Borrower must pay all costs, expenses, duties and fees for the replacement or reinstatement; and
- (e) despite anything to the contrary contained in or implied by this document, the Authority may retain any Facility Document until the Authority is satisfied that no Void Payment made to the Authority remains liable to be avoided.

22.5 Releases, settlements and discharges

Every release, settlement or discharge between or involving the Borrower and the Authority is subject to clause 22.

23 Set-off

23.1 Set-off

The Authority may set-off or apply against or in reduction or discharge of any part of the Secured Money:

- (a) any sum standing to the credit of any account with the Authority of:
 - (i) the Borrower;
 - (ii) any person liable jointly with the Borrower; or
 - (iii) the Borrower and a person jointly; or
- (b) any debt or liability the Authority owes to the Borrower on any account or owing in any way (and regardless of whether the Borrower is legally or beneficially or in any other way entitled to that debt or liability).

23.2 Preservation of Authority's rights

The Authority's rights and powers under clause 23 are enforceable and able to be exercised regardless of:

- (a) the currencies in which accounts, sums, debts or liabilities are denominated;
- (b) the maturity or otherwise of any debt, liability or account;
- (c) the actual, contingent, prospective, primary, collateral, several, joint, or joint and several nature of any of the debts or liabilities;
- (d) any agreement to give notice in respect of any debt, liability or account; and
- (e) any course of dealing between the Authority and the Borrower or any other person.

23.3 No set-off by Borrower

The Borrower must not Claim or purport to exercise any right of set-off or other right or relief at law or in equity which might reduce or discharge the Secured Money.

23.4 No restraint by Borrower

The Borrower must not bring proceedings to prevent the Authority from exercising any of the Authority's rights, powers or remedies under a Facility Document, unless the Secured Money:

- (a) is first paid in full; or
- (b) is paid into court, if the amount of the Secured Money is disputed.

24 Power of Attorney

24.1 Appointment of Attorney

- (a) For valuable consideration, the Borrower irrevocably appoints the Authority and each of the Authority's Authorised Officers jointly and severally to be the Borrower's Attorney.

Any Attorney appointed under clause 24 may in the Borrower's name (or in the Authority's or that Attorney's name) and on the Borrower's behalf:

- (i) do any act or thing which in the Authority's or that Attorney's opinion:
 - (A) is necessary to give effect to any right, power or remedy conferred on the Authority; or
 - (B) it is necessary for the Borrower to do,
under this document;
 - (ii) request information from other secured parties under section 275 PPSA;
 - (iii) sign or enter into or both sign and enter into all assurances and, documents, deeds, agreements, in the Authority's or that Attorney's opinion is necessary for the Borrower to sign or enter into under this document; and
 - (iv) generally use the Borrower's name in the exercise of all or any of the powers conferred on the Authority under or by this document, any statute and the General Law or otherwise.
- (b) The Borrower ratifies and confirms all things that any Attorney appointed under clause 24 may do under this power of attorney.

24.2 Attorney's powers

Any Attorney appointed under clause 24 may:

- (a) delegate its powers (including the power to delegate) to any person for any period;
- (b) revoke any delegation; and
- (c) exercise or concur in exercising any power, right or remedy despite the Attorney or any director or shareholder of the Attorney (being a corporation) having now or in the future a direct or personal interest in the mode or result of the exercise of that power, right or remedy.

24.3 Irrevocable Attorney

The power of attorney created under clause 24 is irrevocable and is granted to secure performance of the Borrower's obligations under this document.

25 Discharge

- (a) Subject to clause 22, the Authority will, at the request and cost of the Borrower, reconvey, surrender or release any remaining Charged Property (as appropriate) to the Borrower and the Charged Property will then be discharged from this document:
 - (i) when the Authority is satisfied that:
 - (A) all the Secured Money has been irrevocably repaid and discharged in full or satisfied in accordance with this document;
 - (B) no amount remains contingently payable or may become payable on the security of any Facility Document (including under an indemnity);

- (C) any obligations under the Facility Documents have been satisfied in full;
and
 - (ii) on payment or retention of all costs incurred by or payable to the Authority, its Authorised Officers, any Receiver or Attorney.
- (b) Any discharge required under the PPSA will be prepared by the Authority, at the Borrower's request and at the Borrower's expense.

26 Application of other laws

To the extent permissible, no law will apply to this document so as to extinguish, delay or otherwise prejudice any of the Authority's rights and powers under this document or otherwise available to the Authority.

27 Time of the essence

Time is of the essence of the Borrower's obligations under this document.

28 General

The provisions at clause 21 (General) of the General Conditions of the Facility Letter apply to this document as if set out in full.

28.1 Inconsistency

- (a) If this document is inconsistent with the terms of the Facility Letter, the terms of the Facility Letter override this document.
- (b) If one document deals with a matter and another does not, that alone does not make them inconsistent.

28.2 Approval and consent

Where under this document the doing of any thing by a party is dependent on the consent or approval of another party, that consent or approval may be given conditionally or unconditionally or withheld by that party in its absolute discretion, unless expressly stated otherwise in this document or required by law.

28.3 Execution and Delivery

Each party intends to be bound by this document when that party executes this document. The parties agree to delivery by electronic communication.