

ANZ TAILORED COMMERCIAL FACILITY

SPECIFIC CONDITIONS OF USE
ANZ BUSINESS BANKING
04.2020



SPECIFIC CONDITIONS OF USE (ANZ TAILORED COMMERCIAL FACILITY)

1. WHAT YOU NEED TO KNOW ABOUT THESE TERMS AND CONDITIONS OF USE

This document contains terms for your ANZ Tailored Commercial Facility as described in your Letter of Offer. You should read this document with the other documents that are part of your Agreement with us.

In these Specific Conditions of Use, some words or phrases have special meanings. The meaning of those words and phrases are set out at the start of these Specific Conditions of Use under the heading 'Interpretation'. To the extent a word or phrase is not set out under the heading 'Interpretation', it has the meaning given to it in the Finance Conditions of Use. When you are reading these Specific Conditions of Use you should also refer to the Finance Conditions of Use.

2. INTERPRETATION

The meanings of the terms used in these Specific Conditions of Use are set out below, or to the extent they are not set out below, they have the meaning given to them in the Finance Conditions of Use.

ANZ Business Overdraft means the ANZ business overdraft facility that ANZ may provide to you under clause 11 of these Specific Conditions of Use.

Base Rate means, for an Interest Payment Period:

- (a) the average bid rate displayed at or about 10.30am (Sydney time) on the first day of that period on the Reuters screen BBSY page (or any page that replaces that page) for a term equivalent to the period; or
- (b) if:
 - (i) for any reason that rate is not displayed for a term equivalent to that period; or
 - (ii) the basis on which that rate is displayed is changed and in our opinion it ceases to reflect our cost of funding to the same extent as at the date that you signed your Letter of Offer,

at our election, the average bid rate displayed at or about 10.30am Sydney time, or such other time as determined by ANZ, on the Business Day immediately prior to the first day of that period on the Reuters screen BBSY page (or any page that replaces that page) for a term equivalent to the period, or the rate determined by us (acting in good faith) to be our cost of funds.

Rates will be expressed as a yield per cent per annum to maturity and, if necessary, will be rounded up to the nearest fourth decimal place.

Business Day means:

- (a) when used in relation to an ANZ Business Overdraft – a day that is not a Saturday, Sunday or Australian national public holiday; and
- (b) otherwise – a day on which commercial banks are open for business in Sydney, but not including a Saturday, Sunday or public holiday in Sydney.

Capped Rate Loan means a loan which you may draw subject to a Maximum Base Rate (but not a Minimum Base Rate) of interest.

Commencement Date means the date on which we open the Facility in our systems after we are satisfied that all of the conditions precedent referred to in your Letter of Offer and these Specific Conditions of Use have been satisfied.

Confirmation means a document issued by us to you upon your acceptance of a quotation in relation to a Loan (other than a Variable Rate Loan) or Optional Fixed Rate Arrangement which sets out certain terms of the Loan or Optional Fixed Rate Arrangement agreed by you and us pursuant to clause 4.

Customer, you or your means each person named as a borrower or customer for the Facility in a Letter of Offer. When more than one person is named as a borrower or customer, it means each person individually and any two or more of those people. It also includes each person's executors, administrators or permitted assigns or transferees.

Customer Margin means:

- (a) in respect of a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan under an Optional Fixed Rate Arrangement, the rate determined (and quoted) by us on or before the Drawdown Date for the relevant Loan and forming part of the interest rate applicable to that Loan in accordance with clause 6; or
- (b) in respect of a Variable Rate Loan or an ANZ Business Overdraft, the rate set out in your Letter of Offer and forming part of the interest rate applicable to the Variable Rate Loan or the ANZ Business Overdraft.

Drawdown Confirmation Notice means a notice issued by us to you in connection with these Specific Conditions of Use.

Drawdown Date, means in respect of a Loan, the day identified in the relevant Drawdown Confirmation Notice as the 'Date of advance'.

Drawdown Request Notice means a notice completed substantially in the form of Schedule 1 or such other form as agreed by us from time to time.

Facility means the ANZ tailored commercial facility that we make available to you under your Agreement.

Facility Limit means the amount specified as the 'Facility Limit' for the Facility as set out in your Letter of Offer.

Facility Term means the period specified as the 'Term of the facility' for the Facility as set out in your Letter of Offer.

Fixed Interest Rate means, for a Fixed Rate Loan, the fixed rate of interest agreed by you and us for that Loan and identified in the Confirmation as the 'Fixed Interest Rate' and incorporating, where applicable, any IRRM Premium Percentage payable under clause 5.2(c).

Fixed Rate Loan means a loan subject to a Fixed Interest Rate.

Funding Index Rate means, for an Interest Payment Period in respect of a Variable Rate Loan, the rate determined by us on the first day of that period and forming part of the Variable Interest Rate for that Loan for that period. Our Funding Index Rates vary from time to time and are published on www.anz.com.

Funding Margin means, in respect of a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan under an Optional Fixed Rate Arrangement, the margin determined (and quoted) by us on or before the Drawdown Date for the relevant Loan and forming part of the interest rate for that Loan in accordance with clause 6.

Interest Debit Frequency means the frequency with which accrued interest in respect of an ANZ Business Overdraft is debited to your Mandatory Account, as determined in accordance with clause 11.6.

Interest Payment Date means:

- (a) for a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan:
 - (i) if you have elected to pay interest in advance (for a Fixed Rate Loan only), each date identified in the Confirmation as a 'Start of period' date; or
 - (ii) in all other cases, each date identified in the Confirmation as an 'End of period' date;
- (b) for a Variable Rate Loan, the day immediately following the last day of each Interest Payment Period or for seasonal payments the date identified in a notice issued by us to you as a 'seasonal payment date'.

Interest Payment Period means, for a Loan, the period identified in the Drawdown Confirmation Notice as the 'Interest Payment Period'.

IRRM Premium Percentage means the IRRM Premium for a Capped Rate Loan, a Range Rate Loan or an Optional Fixed Rate Arrangement, calculated as a percentage of the Loan Amount of a Fixed Rate Loan accepted on the same day as the Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement (as applicable), as described in clause 5.2(c).

IRRM Premium means the Interest Rate Risk Management Premium, an amount payable in accordance with clause 5, where applicable.

Loan means each Variable Rate Loan, Fixed Rate Loan, Capped Rate Loan and Range Rate Loan provided by us to you under the Facility. It does not include an ANZ Business Overdraft.

Loan Amount means:

- in respect of a Capped Rate Loan, Range Rate Loan, Fixed Rate Loan or Variable Rate Loan – the principal amount owing in respect of, or able to be drawn under, the Loan; and
- in respect of an Optional Fixed Rate Arrangement – the agreed maximum principal amount that applies to that arrangement.

Loan Term means, for a Loan, the period commencing on the Drawdown Date and ending on the Maturity Date.

Mandatory Account means the ANZ Business Extra Account (or any other account specified by us from time to time) opened or held by you with us as a condition precedent to the provision of the Facility.

Market Fixed Rate means, in relation to a Fixed Rate Loan, the rate which we determine in our discretion (acting reasonably) is the market rate prevailing at the time of the Drawdown Date identified in the Optional Fixed Rate Arrangement Confirmation, for a fixed interest rate loan of the relevant Loan Term and Loan Amount.

Maturity Date means, for a Loan, the date agreed by you and us under clause 4 and subsequently identified in the Drawdown Confirmation Notice as the 'Scheduled Maturity Date' (which must be within the Facility Term).

Maximum Base Rate means the rate identified in the Confirmation as the 'Maximum Base Rate' for a Capped Rate Loan or a Range Rate Loan, which remains fixed during the Loan Term and is exclusive of any IRRM Premium, Customer Margin or Funding Margin which may be payable.

Minimum Base Rate means the rate identified in the Confirmation as the 'Minimum Base Rate' for a Range Rate Loan, which remains fixed during the Loan Term and is exclusive of any IRRM Premium, Customer Margin or Funding Margin which may be payable.

Optional Fixed Rate Arrangement means an arrangement under which you may elect to draw down a Fixed Rate Loan on an agreed Drawdown Date at an agreed fixed rate of interest.

Overdraft Request Form means a request form for an ANZ Business Overdraft completed substantially in the form of Schedule 2.

Range Rate Loan means a Loan which you may draw subject to a Minimum Base Rate and Maximum Base Rate of interest.

Seasonal Principal Repayment means a principal repayment obligation in respect of a Loan, to be made on Interest Payment Dates on a seasonal basis as agreed by the parties upon your acceptance of a quotation or as otherwise agreed with us.

Trade Date means, in respect of a Loan (other than a Variable Rate Loan), the date on which the Client accepts a quotation relating to that Loan in accordance with clause 4.5.

Variable Interest Rate means, in respect of an Interest Payment Period, the Base Rate plus the Funding Index Rate and the Customer Margin for that period.

Variable Rate Loan means a Loan subject to a Variable Interest Rate.

3. USING YOUR FACILITY

You may use the Facility once we tell you that the condition below and the relevant terms in your Letter of Offer have been met.

Before you can use the Facility you must nominate an existing ANZ Business Extra Account (or any other account specified by us from time to time) as your Mandatory Account or if you do not have an existing account with us, you must open a new ANZ Business Extra Account (or any other account specified by us from time to time).

You may only request a Loan if you have an amount available under your Facility Limit. The following amounts will reduce the amount that is available under your Facility Limit.

- For any existing Loans that you have under the Facility, all drawn amounts and, if you have requested progressive drawdown, all amounts that may be progressively drawn.
- Any ANZ Business Overdraft sub-limit.
- Any informal overdraft amount owing on your Mandatory Account.
- Any other amount owing under or in connection with the Facility.

4. DRAWDOWN OF LOANS AND ENTRY INTO OPTIONAL FIXED RATE ARRANGEMENTS

4.1 To make an initial drawing of a Variable Rate Loan, you must (unless otherwise agreed with us) provide us with a Drawdown Request Notice no later than 2pm (local time in the place where our office is shown in your Letter of Offer) two Business Days prior to the proposed initial Drawdown Date.

A Drawdown Request Notice must be signed by you or your Authorised Representative(s) and, once given, is irrevocable.

If you wish to make progressive drawings of a Variable Rate Loan, you must complete, with respect to each drawing (including the initial drawing), a notice in a form acceptable to us specifying the amount of the drawing no later than 2pm (local time in the place where our office is shown in your Letter of Offer) two Business Days prior to the relevant proposed Drawdown Date.

If the proceeds of a drawing of a Variable Rate Loan are being used to repay in full or in part another Loan under the Facility then this (together with the details of the Loan being repaid) must be confirmed by you in a notice completed substantially in the form of Schedule 3 and submitted to us together with the notice specifying the amount of the relevant drawing.

4.2 To make a drawing of a Loan (other than a Variable Rate Loan) you must, no later than 2pm (local time in the place where our office is shown in your Letter of Offer) two Business Days prior to the proposed Drawdown Date, request that we quote:

- (a) for a Capped Rate Loan with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date – the Maximum Base Rate, the Customer Margin and the Funding Margin that will apply during the Loan Term, and any IRRM Premium payable in respect of the Capped Rate Loan;
- (b) for a Range Rate Loan with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date – the Maximum Base Rate, the Minimum Base Rate, the Customer Margin and the Funding Margin that will apply during the Loan Term, and any IRRM Premium payable in respect of the Range Rate Loan;
- (c) for a Fixed Rate Loan (that is not to be drawn pursuant to an Optional Fixed Rate Arrangement) with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date – the Fixed Interest Rate that will apply during the Loan Term; or

- (d) for a Fixed Rate Loan to be drawn pursuant to an Optional Fixed Rate Arrangement – the Customer Margin and the Funding Margin that will apply during the Loan Term.

If relevant, your request should also provide the information contemplated by clauses 4.4 and 8.2

You may not request us to quote for a Loan with a Maturity Date which falls after the Facility Term. If the proceeds of drawing of a Loan (other than a Variable Rate Loan) are being used to repay in full or in part another Loan under the Facility, then this (together with the details of the Loan being repaid) must be confirmed by you in a notice completed substantially in the form of Schedule 3 and submitted to us no later than 2pm (local time in the place where our office is shown in your Letter of Offer) two Business Days prior to the proposed Drawdown Date.

- 4.3 To enter into an Optional Fixed Rate Arrangement, you must request that we quote, for a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date, the Fixed Interest Rate (excluding the Customer Margin and Funding Margin) which will apply to the Fixed Rate Loan during the Loan Term if you elect to draw down the Fixed Rate Loan and any IRRM Premium payable in respect of that Optional Fixed Rate Arrangement. If relevant, your request should also provide the information contemplated by clause 8.2.
- 4.4 Only one Fixed Rate Loan can be drawn under an Optional Fixed Rate Arrangement. However you may draw a Fixed Rate Loan under that Optional Fixed Rate Arrangement which is less than the agreed Loan Amount. In this case, you must notify us, at the time you request a quote in respect of the Fixed Rate Loan in accordance with clause 4.2, of the amount of the Fixed Rate Loan that you want to draw. The difference between the amount drawn and the agreed Loan Amount is immediately cancelled.
- 4.5 In order to agree a Loan (other than a Variable Rate Loan) or an Optional Fixed Rate Arrangement quoted by us, you must accept the quotation immediately upon us giving you that quotation. You agree that your acceptance of that quotation will be communicated to us verbally over the telephone and creates a legally binding agreement at the time of acceptance, under which, except in relation to a quotation for an Optional Fixed Rate Arrangement, you are (among other things) required to draw the relevant Loan on the agreed Drawdown Date. Upon your acceptance we will send you a Confirmation confirming the terms that have been accepted.
- 4.6 You must verify the details in each Confirmation. You must notify us immediately of any material errors with the Confirmation or if it does not reflect the relevant quotation agreed to by you.

- 4.7 We have no obligation to allow a drawing of any Loan or your entry into any Optional Fixed Rate Arrangement until you have paid all fees and any IRRM Premium which your Letter of Offer or relevant Confirmation specifies are due for payment prior to the drawing of the Loan or entry into the Optional Fixed Rate Arrangement.
- 4.8 When you elect to draw a Fixed Rate Loan pursuant to an Optional Fixed Rate Arrangement, we are not obliged to advance that Fixed Rate Loan on the proposed Drawdown Date if the Maturity Date of that Loan is after the end of the Facility Term. If you intend to make such an election you must, a reasonable time before the proposed Drawdown Date, request us to extend the Facility Term. We will consider any such request but we are not obliged to extend the Facility Term if you do not meet our usual credit criteria and other reasonable requirements applicable at that time. If we consent to the extension of the Facility Term, such consent may be conditional on you agreeing to terms and conditions reasonably required by us. If we do not advance the Fixed Rate Loan because you do not agree to those further terms and conditions or we otherwise choose not to extend the Facility Term, then:
- (a) if the Market Fixed Rate is less than or equal to the Fixed Interest Rate for the relevant Loan, we are not obligated to pay anything to you; or
 - (b) if the Market Fixed Rate is greater than the Fixed Interest Rate for the relevant Loan, we agree to pay you a cash amount in substitution for our obligation to advance the Fixed Rate Loan. The amount will be calculated by us (acting reasonably) having regard to the present value of the difference between the Market Fixed Rate and the Fixed Interest Rate for the Loan Term and Loan Amount.
- 4.9 You (i) consent to the recording of telephone conversations between the trading, marketing and other relevant personnel of you and us in connection with the Facility; (ii) agree to obtain any necessary consent of, and give any necessary notice of such recording to, your relevant personnel; and (iii) agree, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings.
- 4.10 You must hold and maintain your Mandatory Account for the full Facility Term. You must also deposit into your Mandatory Account enough funds to cover payment of any amount owing by you under the Facility. Examples of such amounts are fees and other charges payable by you.

5. IRRM PREMIUM

- 5.1 An IRRM Premium may be payable by you as a result of you establishing a Capped Rate Loan or Range Rate Loan or entering into an Optional Fixed Rate Arrangement. At the time you obtain a quote from us in accordance with clause 4.2 or clause 4.3, we will advise you if an IRRM Premium is payable. We will also advise you of the method (or alternate methods) by which it can be paid.
- 5.2 In order to accept a quote for a Range Rate Loan, a Capped Rate Loan or an Optional Fixed Rate Arrangement, you must agree to the cost of any IRRM Premium payable and one of the following methods (or alternate methods agreed with us) by which it will be paid:
- (a) **(Upfront IRRM Premium)** for Range Rate Loans, Capped Rate Loans and Optional Fixed Rate Arrangements, a lump sum amount payable on the 'IRRM Premium payment date' identified in the relevant Confirmation; or
 - (b) **(IRRM Premium Instalment)** for Range Rate Loans and Capped Rate Loans, a fixed dollar instalment amount payable on each Interest Payment Date; or
 - (c) **(IRRM Premium Percentage incorporated into a Fixed Rate Loan)** for Range Rate Loans, Capped Rate Loans and Optional Fixed Rate Arrangements where you accept a quotation for a new Fixed Rate Loan at the same time that you accept a quotation for the Range Rate Loan, Capped Rate Loan or Optional Fixed Rate Arrangement, by incorporating the IRRM Premium Percentage as part of the Fixed Interest Rate of that Fixed Rate Loan.
- For the avoidance of doubt, the IRRM Premium shall not form part of any relevant interest rate, except when paid in accordance with the method in clause 5.2(c).
- 5.3 You agree and acknowledge that any IRRM Premium paid by you to us is non-refundable, even where you terminate or prepay a Fixed Rate Loan, a Capped Rate Loan, a Range Rate Loan or an Optional Fixed Rate Arrangement.

6. DETERMINATION OF INTEREST RATE

- 6.1 **(Variable Rate Loans)** In respect of a Variable Rate Loan, for each Interest Payment Period, the interest rate will be the applicable Variable Interest Rate.
- 6.2 **(Fixed Rate Loans)** In respect of:
- (a) a Fixed Rate Loan that is not drawn pursuant to an Optional Fixed Rate Arrangement, the interest rate will be the Fixed Interest Rate for that Loan (incorporating, where applicable, any IRRM Premium Percentage payable under clause 5.2(c)); and
 - (b) a Fixed Rate Loan drawn pursuant to an Optional Fixed Rate Arrangement, the interest rate will be the Fixed Interest Rate for that Loan plus the applicable Customer Margin and Funding Margin.
- 6.3 **(Capped Rate Loans)** In respect of a Capped Rate Loan, the interest rate for a particular Interest Payment Period will be equal to the lesser of the Base Rate for that Interest Payment Period and the Maximum Base Rate plus, in each case, the applicable Customer Margin and Funding Margin.
- 6.4 **(Range Rate Loans)** In respect of a Range Rate Loan, the interest rate for a particular Interest Payment Period will be equal to:
- (a) the Base Rate for that Interest Payment Period or:
 - (i) if the relevant Base Rate is less than the Minimum Base Rate, the Minimum Base Rate; or
 - (ii) if the relevant Base Rate is greater than the Maximum Base Rate, the Maximum Base Rate; plus
 - (b) in each case, the applicable Customer Margin and Funding Margin.

7. INTEREST AND FEES

- 7.1 **(Interest calculation)** We start calculating your interest on each Loan from the date you first draw that Loan. Interest will accrue daily on the unpaid balance of each Loan as at the end of the day. The balance of each Loan includes principal and any other amount that we agree with you to add to the principal amount. This may include interest (which means you pay interest on interest), fees and other charges. It may also include any overdue amounts that you have not paid us on or by the due date. The rate applied in respect of a particular Loan on a particular day will be the interest rate applicable to the Loan for that day, as determined in accordance with clause 6, divided by 365.
- 7.2 **(Interest in arrears)** You must pay accrued interest in respect of a Loan on each Interest Payment Date for the Loan and on any other date on which the Loan is repaid in full. If we agree to change the terms of your relevant Loan, the date that you must pay accrued interest may also change. If this happens we may require you to pay interest on the date that the changes begin to apply. That date may not be an Interest Payment Date. You authorise us to automatically debit accrued interest to your Mandatory Account on that date.
- 7.3 **(Interest in advance)** You may elect to pay interest in advance on a Fixed Rate Loan, in respect of interest payable for an Interest Payment Period, on the first day of that Interest Payment Period.
- 7.4 **(Interest Payment Periods)** Interest Payment Periods for Loans must be:
- (a) for Variable Rate Loans, Capped Rate Loans and Range Rate Loans, 1, 2, 3, 4, 5 or 6 months in length or such other period as agreed between you and us; and
 - (b) for Fixed Rate Loans: 1, 2, 3, 4, 5, 6 or 12 months in length, or such other period as agreed between you and us.
- 7.5 **(Business Day convention)** If an Interest Payment Date does not fall on a Business Day, that Interest Payment Date is extended to the following Business Day unless that day falls in the next calendar month, in which case that date will be the immediately preceding Business Day.
- 7.6 **(Loan Administration Charge)** The fees for the Facility include a loan administration charge. This charge is payable for each Loan drawn under the Facility. It is payable in arrears at the frequency (for example, quarterly) specified in your Letter of Offer (unless we agree another frequency with you), from the date you first draw the relevant Loan.

There may be times when we require early payment of a loan administration charge. Following are some examples of when we may require this.

- If you repay the relevant Loan in full during a payment period.
- If the payment frequency of the loan administration charge is changed.
- If we agree to change other terms of the relevant Loan.

The loan administration charge that you must pay will be based on the number of days in the payment period up to when the early payment is due. We may then re-start the payment period from that date.

If a loan administration charge is due on the last day of a month, the loan administration charge for each subsequent payment period will be due on the last day of the final month in that period. If that day is a non-Business Day, then it is due on the next Business Day.

- 7.7 **(Commitment Fee)** The fees for the Facility include a commitment fee. It is payable in advance at the frequency (for example, quarterly) specified in your Letter of Offer (unless we agree another frequency with you). It is payable from the Commencement Date.

If a commitment fee would be due on a non-Business Day, then it will be due on the immediately preceding Business Day, unless that Business Day falls in a different calendar month. If it does then the commitment fee will be due on the first Business Day after the scheduled date.

If a commitment fee is due on the last day of a month, the commitment fee for each subsequent payment period will be due on the last day of the first month in that subsequent period (subject to the preceding statement if that day is a non-Business Day).

8. PRINCIPAL

- 8.1 **(Principal repayments)** You must repay any outstanding Loan Amount and all unpaid fees, interest, IRRM Premium and all other amounts outstanding in respect of each Loan by no later than its Maturity Date and, if you elect in accordance with clause 8.2 to make principal repayments during the Loan Term, you will, except where you elect to make a Seasonal Principal Repayment, be obliged to make such payments on each Interest Payment Date.

If you elect to make Seasonal Principal Repayments you must make the relevant principal repayment on the elected date, which must be an Interest Payment Date. You should discuss any election to make Seasonal Principal Repayments with us (including, where applicable, whether this will result in any increase to the IRRM Premium Percentage).

You authorise us to automatically debit all payments made under this clause 8.1 to your Mandatory Account on the applicable payment date.

- 8.2 **(Loan Repayment Arrangements)** You may elect to make principal repayments on any Loan prior to the Maturity Date for that Loan where interest is charged in arrears. Any election made under this clause 8.2 must be agreed with us (including, where applicable, whether this will result in any increase to the IRRM Premium Percentage) upon your acceptance of the relevant quotation, or as otherwise agreed with us.
- 8.3 **(Business Day convention)** If a Maturity Date does not fall on a Business Day, that Maturity Date is extended to the following Business Day unless that day falls in the next calendar month, in which case that date will be the immediately preceding Business Day.

9. EARLY TERMINATION

9.1 Except as set out in clause 9.2 and otherwise required under the Finance Documents:

- (a) you may only prepay an amount owing on a Loan prior to the Maturity Date if you provide written notice to ANZ at least 2 clear Business Days before the prepayment date; and
- (b) whenever you prepay an amount owing under a Loan (under paragraph (a) at your election, as a result of an Event of Default occurring or otherwise) you must on the date of prepayment pay ANZ accrued interest (including, where applicable in relation to any Fixed Rate Loan, any IRRM Premium Percentage incorporated under clause 5.2(c)) in relation to the amount prepaid, and the sum of the following amounts as determined by ANZ:
 - (i) the amount (if any) by which the interest (including, where applicable in relation to any Fixed Rate Loan, any IRRM Premium Percentage incorporated under clause 5.2(c)) which ANZ would have received on the prepaid amount, from the date of receipt of that amount to the Maturity Date of the Loan, exceeds the amount of interest ANZ determines it would obtain by placing the prepaid amount on deposit with a leading bank for a period starting on the Business Day following receipt of that amount and ending on the Maturity Date of the Loan;
 - (ii) any IRRM Premium (other than any IRRM Premium Percentage incorporated under clause 5.2(c) into the Fixed Interest Rate of a Fixed Rate Loan that is not being repaid) payable for the period from the Interest Payment Date immediately before date of receipt of the prepaid amount to the Maturity Date of the Loan; and
 - (iii) all other costs or losses which ANZ may incur in connection with the prepayment, including without limitation unwinding or redeploying any arrangements to hedge or fix rates.

9.2 You may make a prepayment of principal on a Variable Rate Loan on an Interest Payment Date without providing written notice to ANZ, as referred to in clause 9.1(a), and without incurring the costs referred to in clause 9.1(b) (other than in respect of any unpaid interest, fees or IRRM Premium).

9.3 You acknowledge that:

- (a) it is difficult to predict with any certainty the future movements in interest rates;

- (b) the interest, costs and fees associated with prepaying a Variable Rate Loan (except pursuant to clause 9.2), a Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan may exceed those that would apply to a loan with an interest rate that may be varied at any time; and

- (c) you are responsible for any costs or losses that you may suffer or incur in connection with the movement of interest rates in the market.

9.4 You may cancel a Fixed Rate Loan, Capped Rate Loan or Range Rate Loan at any time prior to the proposed Drawdown Date for that Loan. You acknowledge that if you cancel a Fixed Rate Loan, Capped Rate Loan or Range Rate Loan then you will be required to pay or reimburse ANZ for all Costs or losses which we have reasonably incurred or suffered or will reasonably incur or suffer because of the cancellation, including without limitation any IRRM Premium. You do not need to pay or reimburse us under this clause to the extent that the Cost or loss arises from negligence, fraud or wilful default by ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ.

10. REDRAW

Amounts repaid or prepaid on a Loan cannot be redrawn under that Loan, however, any amounts repaid or prepaid can be redrawn as a new Loan under the Facility in accordance with clause 4.

11. ANZ BUSINESS OVERDRAFT

- 11.1 **(ANZ Business Overdraft attached to the Mandatory Account)** Any ANZ Business Overdraft that we provide to you under the Facility will be attached to your Mandatory Account.
- 11.2 **(ANZ Business Overdraft initially provided under your Letter of Offer)** If we have agreed to provide you with an ANZ Business Overdraft at the date of your Letter of Offer, a sub-limit for the ANZ Business Overdraft will be set out in your Letter of Offer.
- 11.3 **(Requests for an ANZ Business Overdraft after the date of your Letter of Offer)** If a sub-limit for an ANZ Business Overdraft is not specified in your Letter of Offer, you may, at any time during the term of the Facility, request an ANZ Business Overdraft by submitting an Overdraft Request Form to us.
- 11.4 **(Requests for changes to an existing ANZ Business Overdraft)** In respect of an existing ANZ Business Overdraft, you may, at any time during the term of the Facility, request:
- a different Interest Debit Frequency for the ANZ Business Overdraft; and/or
 - an increase or decrease of the sub-limit of the ANZ Business Overdraft, by delivering an Overdraft Request Form to us.
- 11.5 **(Approval of each Overdraft Request Form)**
- You may only request, and we will only provide, one ANZ Business Overdraft under the Facility at any time. The terms of the most recent Overdraft Request Form approved by us replace any terms applicable to an existing ANZ Business Overdraft (including any Interest Debit Frequency, expiry date or sub-limit).
 - If an increase or decrease to an existing sub-limit is approved by ANZ or the provision of a new sub-limit is approved by ANZ, that sub-limit will be treated as the 'ANZ Business Overdraft sub-limit' for the purposes of the Letter of Offer and these Specific Conditions of Use.
 - ANZ's approval of any request for an ANZ Business Overdraft or any changes to an ANZ Business Overdraft is subject to ANZ's usual credit criteria.
- 11.6 **(Interest on an ANZ Business Overdraft)**
- Your initial interest rate for your ANZ Business Overdraft is in your Letter of Offer but your interest rate may change. The Finance Conditions of Use will tell you when this may occur and also where you can go to see your current rate.

- We start calculating interest on your ANZ Business Overdraft from the date you first use it. We calculate your interest for each day as follows.

$$\text{Daily interest amount} = \left(\frac{\text{interest rate}}{365} \right) \times \text{daily closing balance of your ANZ Business Overdraft}$$

The daily closing balance of your ANZ Business Overdraft is the used portion of your sub-limit at the end of the relevant day. The used portion includes drawn amounts and any other amount that you agree to add to your drawn amount. This may include interest (which means you pay interest on interest), fees and other charges. It may also include any overdue amounts that you have not paid us on or by the due date.

- Interest in respect of an ANZ Business Overdraft is payable monthly from the date on which your Mandatory Account was opened, or if a different Interest Debit Frequency has been specified in an Overdraft Request Form, with the Interest Debit Frequency specified in the most recent Overdraft Request Form approved by us. You authorise us to automatically debit interest to your Mandatory Account on that date.
 - If an interest payment is due to be paid on a non-Business Day, the date for payment will generally be the previous Business Day.
 - The interest that you pay on a particular day will not include the interest calculated for that day or any following day.
- 11.7 **(Payment of amounts outstanding under the ANZ Business Overdraft)** You may pay off some or all of the balance of your ANZ Business Overdraft at any time. You must repay the Outstanding Money for the ANZ Business Overdraft, in full on the later of the following dates:
- the expiry date specified in the most recent Overdraft Request Form approved by us (if any);
 - at the end of the term for the ANZ Business Overdraft specified in your Letter of Offer (if any); and
 - on the date the ANZ Business Overdraft is terminated in accordance with the terms of your Agreement,
- (such date, in all cases, being no later than the last day of the Facility Term).
- You may, at any time, notify us that you would like to cancel your ANZ Business Overdraft and repay the amounts you owe.

12. INFORMAL OVERDRAFT

When any debit is initiated which, if processed, would result in either (i) your Mandatory Account becoming overdrawn; or (ii) the approved limit on the Mandatory Account being exceeded, you are deemed to request an informal overdraft.

ANZ will consider the request and assess your eligibility for an informal overdraft based on ANZ's credit criteria. You will be charged a fee for this service in the circumstances described below.

If you satisfy ANZ's credit criteria for an informal overdraft, ANZ will agree to its request by allowing the debit to be processed as an informal overdraft, on the following terms:

- (a) if the balance of the informal overdraft exceeds \$50 at the time of the request, or will exceed \$50 once the debit requested is processed, you will be charged an Honour Fee (refer to "ANZ Business Banking Finance Fees and Charges" booklet for details) on the day on which the debit is processed (or if that day is not a Business Day, on the next Business Day). The Honour Fee is payable immediately. Where an Honour Fee is charged as a result of a transaction that is processed to your account after the date on which the transaction occurred, we may charge the fee effective as at the date of the transaction.
- (b)
 - (i) if you do not have an ANZ Business Overdraft, interest will be charged on the sum of the Informal Overdraft and any fees and charges debited to the Mandatory Account at the ANZ Retail Index Rate plus a margin (refer to "ANZ Business Banking Transaction Account Fees and Charges" booklet for details).
 - (ii) if you do have an ANZ Business Overdraft, interest will be charged on the sum of the informal overdraft and any fees and charges debited to the Mandatory Account at the Overdraft Interest Rate plus a margin (refer to "ANZ Business Banking Finance Fees and Charges" booklet for details).

Interest will be calculated on the daily closing balance and will be charged in arrears on the same date in each month as the date on which your Mandatory Account was opened (or if an interest payment is due to be paid on a non-Business Day, the date for payment will generally be the previous Business Day). The daily interest rate is the specified rate divided by 365.
- (c) the informal overdraft, any Honour Fee and any interest on both of those amounts will be debited from the Mandatory Account; and
- (d) you must repay each informal overdraft, any Honour Fee and any interest on both of those amounts within 7 days of the informal overdraft being debited from the Mandatory Account .

If you do not satisfy ANZ's credit criteria for an Informal Overdraft, ANZ will decline its request and will not allow the debit to be processed. You will be charged an Outward Dishonour Fee (refer to "ANZ Business banking Finance Fees and Charges" booklet for details) and this fee is payable immediately.

Other than informal overdrafts, ANZ does not agree to provide any additional credit in respect of the Facility without prior written agreement.

You should inform ANZ as soon as possible if you are in financial difficulty.

13. STATEMENTS OF ACCOUNT

You agree that we will provide you with statements of account for your Facility, and any underlying ANZ Business Overdraft and Loan provided to you under your Facility, at least every three months unless you request otherwise.

14. GENERAL

- 14.1 **(Security)** Each Security (if any) specified in your Letter of Offer secures all of your obligations to ANZ in connection with the Facility, any Loans, the ANZ Business Overdraft, the Informal Overdraft and the Mandatory Account.
- 14.2 **(Failure to pay)** For the purposes of the 'failure to pay' Event of Default in the Finance Conditions of Use, an amount owed to ANZ in connection with your Mandatory Account (such as any informal overdraft on that account) will be treated as an amount owed to ANZ under the Facility.

SCHEDULE 1

TCF Drawdown Request Notice for Variable Rate Loan Tailored Commercial Facility

To:

Australia and New Zealand Banking Group Limited
ACN 005 357 522 (ANZ)

Address:

 (Branch)

Attention:

Borrower:

(Insert name and ABN or ACN of Borrower)

We refer to our Tailored Commercial Facility with ANZ.

1. We request ANZ to provide the following Variable Rate Loan under the Tailored Commercial Facility:

(a) The Drawdown Date is:

(b) Progressive drawing (tick as applicable):

Yes* No

* If you have ticked yes, you will be required to complete an additional notice for each progressive drawing (including the initial drawing). This notice must specify the amount of the relevant progressive drawing.

(c) The Loan Amount is:
\$

(d) The term of the Loan is*: years months

(e) The Interest Payment Period is (tick as applicable):

1 month 2 months 3 months

4 months 5 months 6 months

Seasonal (charged on seasonal payment dates specified below)

(f) Seasonal payments (tick option (i) or (ii))

(i) interest payments and principal repayments are charged seasonally on the seasonal Interest Payment Dates specified

Jan \$	<input type="text"/>	Feb \$	<input type="text"/>
Mar \$	<input type="text"/>	Apr \$	<input type="text"/>
May \$	<input type="text"/>	Jun \$	<input type="text"/>
July \$	<input type="text"/>	Aug \$	<input type="text"/>
Sep \$	<input type="text"/>	Oct \$	<input type="text"/>
Nov \$	<input type="text"/>	Dec \$	<input type="text"/>

(ii) interest will be charged monthly with the first seasonal Interest Payment Date being one month after the Drawdown Date specified above and principal repayments are charged seasonally on the seasonal Interest Payment Date specified

Jan \$	<input type="text"/>	Feb \$	<input type="text"/>
Mar \$	<input type="text"/>	Apr \$	<input type="text"/>
May \$	<input type="text"/>	Jun \$	<input type="text"/>
July \$	<input type="text"/>	Aug \$	<input type="text"/>
Sep \$	<input type="text"/>	Oct \$	<input type="text"/>
Nov \$	<input type="text"/>	Dec \$	<input type="text"/>

(g) All amounts are to be credited to the following account:**

• BSB:

• Account number:

Term of Loan cannot exceed the Facility Term (as defined in the Specific Conditions of Use and as set out in your Letter of Offer).

**Unless you have notified ANZ that some or all of the drawing will be applied in repayment of an existing Loan in which case the amount credited to the account may differ from the amount of the drawing.

Dated:

SIGNED for:

 (Insert name of Customer)

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

SIGNED by:

 (Insert name of Customer)

Signature

(NOTE: If you are signing by Authorised Representative(s), this Drawdown Request Notice must be signed in accordance with the last account authority form (or any other authority form that we accept) provided to us)

SCHEDULE 2

Overdraft Request Form Tailored Commercial Facility

To:

Australia and New Zealand Banking Group Limited
ACN 005 357 522 (ANZ)

Address:

(Branch)

Attention:

Borrower:

(Insert name and ABN or ACN of Customer)

We refer to our Tailored Commercial Facility with ANZ.

1. We irrevocably request ANZ to provide us with the following ANZ Business Overdraft under our Tailored Commercial Facility portfolio number

- (a) The amount of the ANZ Business Overdraft sub-limit requested is: \$
- (b) Overdraft expiry date if less than the Facility Term*

*Term of ANZ Business Overdraft cannot exceed the Facility Term (as defined in the Specific Conditions of Use and as set out in your Letter of Offer).

2. The Interest Debit Frequency is (please select one option only)*:

- (a) monthly – from the date on which our Mandatory Account was opened
- (b) monthly – monthly, on the following day of each month (choose a day of the month)
- (c) quarterly – each 3 monthly anniversary of the Overdraft Account Opening Date
- (d) quarterly – every 3 months from the date on which our Mandatory Account was opened
- (e) quarterly – last Business Day of March, June, September and December in each calendar year
- (f) semi-annually – every 6 months from the date on which our Mandatory Account was opened
- (g) semi-annually – last Business Day of June and December in each calendar year
- (h) Annually – every 12 months from the date on which our Mandatory Account was opened
- (i) Annually – last Business Day of June in each calendar year

If no Interest Debit Frequency is correctly chosen, the Interest Debit Frequency will be monthly from the date on which your Mandatory Account was opened.

3. We understand that ANZ's approval of an ANZ Business Overdraft is purely discretionary and subject to ANZ's usual credit criteria.

Dated:

SIGNED for:

(Insert name of Customer)

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

SIGNED by:

(Insert name of Customer)

Signature

(NOTE: If you are signing by Authorised Representative(s), this Overdraft Request Form must be signed in accordance with the last account authority form (or any other authority form that we accept) provided to us)

SCHEDULE 3

Intention to repay existing Loan from new Loan notice Tailored Commercial Facility

To:

Australia and New Zealand Banking Group Limited
ACN 005 357 522 (ANZ)

Address:

(Branch)

Attention:

Borrower:

(Insert name and ABN or ACN of Customer)

We refer to our Tailored Commercial Facility with ANZ.

1. We refer to our drawdown request made on or about the date of this notice, for the drawdown of a:

- TCF Fixed Rate Loan
- TCF Variable Rate Loan
- TCF Range Rate Loan
- TCF Capped Rate Loan

of \$
(the **New Loan**).

2. The Drawdown Date specified for the New Loan is

3. We request that ANZ direct the proceeds of the drawing of the New Loan towards the repayment of [an existing Loan/existing Loans] under our Tailored Commercial Facility, in accordance with the following instructions:

(a) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(b) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(c) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(d) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(e) Total amount of repayments applied to existing Loans:
(Add up amounts specified at Items 3(a) to 3(d) of this form.)

\$

(Note: This amount cannot exceed the proceeds drawn under the drawdown request referred to in Item 1 of this form.)

4. We confirm that, to the extent the total amount of repayments, identified above at Item 3(e), is less than the proceeds drawn under the New Loan, ANZ should direct the excess to our Mandatory Account.

WARNING:

- a) **If you terminate or prepay a loan, the amount of costs or losses payable by you may be significant. When calculating any costs or losses suffered by ANZ as a result of a termination and prepayment, ANZ will value the loan on a mark to market basis which involves ANZ making a genuine attempt to estimate the economic loss or reduction of return and cost we might incur taking into account movement in rates in the Australian market. ANZ will make allowance for any benefit that it will get as a result of the termination and prepayment.**
- b) **If you wish to terminate or make a prepayment, you should discuss it with us first and we can calculate the costs or losses that you would have to pay if you terminated or made the prepayment.**

Dated:

SIGNED for:

(Insert name of Customer)

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

SIGNED by:

(Insert name of Customer)

Signature

(NOTE: If you are signing by Authorised Representative(s), this notice must be signed in accordance with the last account authority form (or any other authority form that we accept) provided to us)

