

COMMERCIAL LOAN CONTRACT

This deed (hereinafter referred to as this agreement) is made on the day and year shown before the signatures below between PLUS FINANCE LIMITED (together with its successors and assigns called "the creditor", "the lender", "we" or "us") AND the borrowers and guarantors (if any) (both also referred to as "you") (together with their executors and administrators) described in the financial details section below. This agreement is made up of the financial details, the major terms and the other terms and conditions.

BACKGROUND

- 1 We have agreed to lend to the borrowers the loan amount as shown in the financial details below.
- 2 You, shown as the owner/s of the personal property security, have agreed to grant a security interest in that property to us.
- 3 You, shown as the owner/s of the land to be mortgaged, have agreed to grant a mortgage over that land to us.

OBLIGATION

The borrowers (jointly and severally if more than one) acknowledge their indebtedness to the lender for the loan amount set out in the financial details and promise to pay that amount and any other amounts due under this agreement in the manner set out in the payments schedule, this agreement and any variations of it and otherwise promise to comply with the terms and conditions of this agreement.

FINANCIAL DETAILS

Date of Deed	<u> </u> / <u> </u> / <u> </u>
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FULL NAME & ADDRESS OF CREDITOR- This is the person providing you the credit

<p>You may send notices to the lender by:</p> <ul style="list-style-type: none">• Writing to the lender at its postal address; or• Sending a fax to the number specified; or• Sending an email to the address specified	<p>PLUS FINANCE LIMITED PO Box 1448 HAMILTON C/- Bentleys Chartered Accountants Level 8, AIG Building, 41 Shortland Street Auckland 1010</p> <p>Telephone: 07 981 1233 Fax No: 07 981 1234 e-mail: simeon@plus.co.nz www. Plus.co.nz</p>
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FULL NAME AND ADDRESS OF BORROWERS

Name:	Address:

FULL NAME AND ADDRESS OF GUARANTORS

Name:	Address:

LOAN DETAILS

Amount of Loan Finance	\$
Establishment Fee	\$
LINZ Registration Fee	\$
Brokerage	\$
Legal Fees	\$
Other Fees	\$
Total amount of Credit	\$
Interest charge for X Months	\$
Balance payable by Borrower/s to Lender	\$

PAYMENTS

You are required to make each payment of the amount specified and by the time specified

Timing of payments Frequency Monthly	Number of payments	Amount of each payment	Total amount of payments
First Payment 1 month from the date of advance	X Months		
Last Payment X months from the date of advance	Plus one final Payment of		

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Payments Box when Capitalised

Timing of payments	Number of payments	One final payment	Total amount of payments
Frequency One off payment of principle, fees and interest due X months from drawdown as interest is capitalised for term of loan	1	\$	\$

INTEREST

Annual Interest Rate % fixed for the whole term of the contract Being X Months	Penalty Interest Rate %
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Method of charging interest

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate.

The daily interest rate is calculated by dividing the annual Interest rate by 365

Interest is charged to your account monthly.

CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the financial details section) are, or may become, payable under, or in connection with the contract.

Mortgage discharge fee of \$50.00. This is the cost of preparing an authority to discharge a mortgage. When the balance of the loan is paid in full we will on request provide your solicitor with an authority to discharge the mortgage by e-dealing. If you request that we instruct our solicitor to complete registration of the discharge of mortgage we may charge the sum of \$230.00, which includes our solicitor's fees for registering the discharge

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

Home visit fee of \$50.00 if we deem it necessary to visit you in person at your home or place of work in relation to a missed payment(s) or to any other default you commit under this agreement.

In the case of enforcement, including Court or Disputes Tribunal proceedings and seizure and sale, we will charge to your account all court and tribunal costs and actual solicitors fees and disbursements (assessed on a solicitor client basis) and debt collection agency fees and disbursements and the costs and disbursements of valuers, auctioneers, process servers and any agents of the lender in effecting such enforcement plus any other necessary disbursements as those costs are ascertained.

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WHAT WOULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security Interest

This is secured credit. The creditor has an interest in the property listed below and as set out in the Major Terms and Conditions to secure performance of your obligations under the contract and the payment of money payable under the contract.

If you fail to meet your commitments under the contract, then to the extent of the security interest the lender may be entitled to repossess and sell this property and if the net proceeds that the creditor receives from a sale of the property is insufficient to repay the total amount owing to the creditor then you will remain indebted to the creditor for the remaining balance owing after the application of the net proceeds to the loan.

You are required to ask us for our consent before you give a security interest in the property to anyone else. If you give a security interest to someone else then we may require that you repay us the total amount owing and if you don't pay us when we demand it we may exercise our rights to sell the security property

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Personal Property- Collateral

You grant a security interest as defined in section 16 of the Personal Property Securities Act 1999 to us (securing payment of all the money secured and performance of all your obligations under this contract) over:

Motor Vehicle/Other Chattel(s):
Owned by:

General Security Agreement over Company X Limited

Real Property – Land to be Mortgaged

You grant an all obligations mortgage to us on the terms set out in the Mortgage Memorandum (securing payment of all the money secured and performance of all your obligations under this contract) over:

Address 1:

Certificate of Title:

Legal Description:

Registered Proprietor/s:

Section 92 Priority Sum: \$ **plus interest which includes** a specified principal amount of \$ (being the initial advances secured by the mortgage).

Mortgage Memorandum: **2017/4339**

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DEFAULT INTEREST CHARGES AND DEFAULT FEES

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

Default interest is charged from the time you fail to make a due payment until the arrears are paid. Default interest charges are calculated by multiplying the amount of arrears at the end of the day by the daily default interest rate.

The daily default interest rate is calculated by dividing the annual default interest rate by 365

Interest is charged to your account on the last day of the month.

Annual Default Interest rate is %

FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment) the Lender reserves the right to charge you:

- (a) the early repayment fee, which is calculated as 30 days interest at the Annual Interest Rate on the Total Amount of Credit specified in the financial details section of this agreement; and
- (b) administration fee of \$50.00

If the remaining term of the contract is less than 30 days then the early repayment fee will be divided by 30 and multiplied by the number of days remaining on the contract.

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor registration name: **Plus Finance Limited**

Registration number: **FSP311526**

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MAJOR TERMS AND CONDITIONS

Grant of security interest in chattels or other personal property (“Collateral”)

- 1 In exchange for our lending you the initial unpaid balance you grant to us a security interest over:
 - a. the collateral you own as set out in the section of this agreement titled “What would happen if you fail to meet your commitments”; and
 - b. in all present and after-acquired personal property that you own.
- 2 The security interest is to secure payment to us of the money secured and also to secure your performance of all other terms of this agreement. You promise us that there is no security interest in the collateral other than that granted by this agreement or agreed to by us.
- 3 If you acquire any goods that are used or acquired primarily for personal, domestic, or household purposes then you must write to us and tell us that you have acquired these goods. This tells us that these goods are covered by our security interest and is referred to as specific appropriation to our security interest.

Agreement to mortgage land

- 4 In exchange for our lending you the loan amount you or such of you who own the land to be mortgaged:
 - a) agree to grant a mortgage and shall execute in our favour and at your cost a registerable mortgage over that land on the terms set out in the Mortgage Memorandum and with the section 92 Priority Sum specified in the section headed “What would happen if you fail to meet your commitments”.
 - b) grant a mortgage over all land you own both now and in the future even if that land is not specified in a disclosure statement, on the following terms and conditions:
 - i. you will, at our request, authorise and instruct a lawyer of our choice to act to register an “All Obligations” mortgage instrument amended to include a covenant incorporating such of these terms and conditions as we consider appropriate into the mortgage and otherwise incorporating the covenants implied in mortgages of land by schedule 2 of the Property Law Act 2007;
 - i. in addition, you irrevocably authorise your attorney, appointed under this agreement, to authorise and instruct a lawyer to register a mortgage on the terms set out above at any time and without the need to first request you to do so;
 - ii. for the purposes of section 92(1) of the Property Law Act 2007, we may specify a priority figure to be included in the mortgage as the then outstanding balance plus \$150,000 plus interest and costs.

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- 5 We may lodge a caveat against any land that you own to give notice of our interest under the agreement to mortgage specified in clauses 4a) and b). In addition, the owners of the land to be mortgaged irrevocably authorise the attorney appointed under this agreement to authorise and instruct a lawyer to register such mortgage at any time and without the need to first ask the owners of the land to be mortgaged do so.
6. The mortgage will secure payment of the money secured and the performance of all other terms of this agreement and those of you who own the land to be mortgaged charge that land accordingly.

Cross collateralisation

7. This agreement is a secured facility that is secured by each mortgage or security specified in this agreement together with all guarantees and mortgages and security interests given both now or in the future by the borrower or by each guarantor to the lender. A default under any loan contract between the borrower and the lender and a default under any mortgage or security given by the mortgagor or a guarantor to the lender shall be a default under this agreement. Any acceleration of any debt due to the lender under any other loan contract or any mortgage or security shall be deemed to be an acceleration of the debt due under this agreement.

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Date of Deed:

Signed by the Borrower **Company name Limited:**

Director Signature:

Full Name:

Signed by the Borrowers as Trustees of the

Trustee Signature:

Full Name:

Trustee Signature:

Full Name:

In the presence of

Name:

Signature:

Address:

Occupation:

Signed by the Guarantors

Signature:

Full Name:

In the presence of

Name:

Signature:

Address:

Occupation:

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OTHER TERMS AND CONDITIONS

You The Borrowers Acknowledge The Debt To The Lender Of The Loan Amount And Agree

Meaning of Words

The expression “borrowers” or “you” includes their/your executors, administrators and successors in title.

“collateral” means the goods and/or other personal property described in the financial details in the box headed WHAT COULD HAPPEN I YOU FAIL TO MEET YOUR COMMITMENTS Security Interest and includes an interest in such goods or other personal property.

“default” under this agreement means that the borrower does something he is required not to do or fails to do something he is required to do.

“default fees” are listed under that heading in the financial details.

“default interest” is interest calculated using the method set out in the “**Default Interest Charges and Default Fees**” section of the Disclosure Statement and is charged in the amount in default from the time that you fall into financial default until you are no longer in financial default. Financial default means that you have failed to pay and have still failed to pay an instalment or other payment when due or demanded as the case may be.

“land to be mortgaged” means the land shown in the financial details in the box headed WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS Security Interest Real Property- Land to be Mortgaged”.

“loan amount” means the amount specified as the “Total Amount of Credit” in the financial details section of this agreement.

“the money secured” means all money, including the initial unpaid balance and default or other interest, and default and other fees and charges, and disbursements and other money, which you must pay to the lender under this agreement or under any collateral or subsequent loan agreement.

“own” includes “having an interest in” and “owner” is interpreted accordingly.

“person” includes an organisation as defined in the PPSA.

“PPSA” means the Personal Property Securities Act 1999.

“working day” means any day but a Saturday, Sunday or a national public holiday.

Each gender shall include other genders. All obligations on your part are joint and several. The law applicable to this agreement shall be the law of New Zealand.

Any expression not described or defined in this agreement shall have the meaning ascribed to it in the Personal Property Securities Act 1999 unless the context requires otherwise. Unless the context prevents it, the singular shall include the plural and the plural include the singular.

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Power of Attorney

1. In consideration for the lender advancing the amount of credit and to enable the lender more effectively to obtain the benefits under this agreement, each borrower jointly and severally irrevocably appoints the lender and any one director of the lender severally to be the attorney of each borrowers to do anything which the borrowers agree to do and to do anything and to sign any document which the attorney thinks desirable to ensure the lender is paid the money secured and otherwise to protect the interests of the lender under this agreement.
2. Without in any way limiting the generality of the power, the attorney may:
 - a) execute any document for the purposes of registration of any interest under the Land Transfer Act 1952 including execute any document or authority and instruction for the purposes of registration of any interest under the Land Transfer Act 1952; or for the purpose of creating a security interest under the PPSA or causing one to attach; and
 - b) act on behalf of each borrower or guarantor to notify any insurance company of the lender's interest in any insurance policy and deal with any claims and receive any payments from any insurance company on behalf of the insured.
3. This power shall remain until the money secured has been paid to the lender in full. The borrowers ratify anything done by an attorney under this clause and further indemnify any person acting in reliance upon the power.
4. If the lender assigns the benefit of this agreement the assignee shall have the same rights and powers under this clause as does the lender and each of named as borrower irrevocably appoints the assignee his attorney accordingly.

Payments and Fees

5. You must make all payments as shown in the PAYMENTS sections of the financial details when due without any deduction or set-off or counter claim and in such manner as the lender requires.
6. If you make a payment other than in accordance with the schedule of payments in the "PAYMENT" section of the financial details the lender may decide how to apply the payment to the loan. The lender may also decline to accept any part prepayment but if it accepts it, the lender may charge you administrative associated with the prepayment.
7. You must pay to the lender when due or otherwise immediately upon demand:
 - a) the lender's credit fees shown in the "CREDIT FEES AND CHARGES" section of the financial details, and

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- b) the lenders default fees and default interest shown in the “WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS – default interest charges and default fees” section of the financial details; and
- c) all of the lender’s costs, expenses and any other liabilities not now known to the lender (which include legal expenses on a solicitor and own client and on a full indemnity basis) which may be incurred or suffered by the lender in connection with:
 - i. The preparation, signing, registration, administration, variation and release of any security given in this agreement or any financing statement in relation to a security interest and the negotiation and grant of any consent or waiver.
 - ii. The exercise of enforcement or protection or the attempted exercise of enforcement or protection of any right including the conduct of any Court proceedings.
 - iii. Any dispute negotiation or communication with any other secured party or party claiming to be a secured party with respect to the collateral or land to be mortgaged and or the priority of the security interest granted by this agreement.
 - iv. The transfer of the security interest of any other secured party to the lender or the security interest of the lender to that secured party.
 - v. Any dispute, negotiation or communication with any of you or with any guarantor in default.
 - vi. The lender doing anything you should have done but which you have not done.

And you agree that such amounts are deemed to be contractual damages and in any event if not paid shall incur default interest until paid in full.

- 8. If you fail to pay one or more instalments in full so that you are in default but otherwise are paying on time, the lender, at its absolute discretion may add the unpaid amount to the loan thus extending the term and varying the final payment or payments. The lender may but is not bound to do this and may do this more than once.

Default Interest

- 9. If you fail to pay any instalment due on the due date you shall pay to the lender default interest on the amount of the default from the due date of such instalment until actual payment of the instalments owing.
- 10. If you fail to do anything which you must do or do anything you must not do, the lender may do or pay anything to remedy the default and may add that sum to the unpaid balance and if you do not pay the cost of such remedy on demand the lender may charge you default interest.

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Prepayments (Part and Full)

11. You may:

- a) Make payments before they are due (part prepayments) at any time before the final payment is due as long as the part prepayments made to the loan over its term total no more than 50% of the Total Amount of Credit specified in the financial details section of this agreement. We will not charge you for the loss we incur when you make a part prepayment.
- b) Pay outstanding balance of the loan in full before it is due (full prepayment). However, you must also pay the lender the early repayment fee and the administrative costs of your full repayment set out in the FULL PREPAYMENT section of the financial details.

Notice and Communication

12. Subject to any other clause of this agreement and to the requirements of any law any notice, demand, letter or document for service on you shall be deemed to be properly served, in any court proceeding or otherwise, if served in accordance with the wording of section 83ZQ of the Credit Contracts and Consumer Finance Act 2003. This applies although that Act may not apply to the collateral and although the notice or demand is not one required or authorised under that Act.
13. In addition to clause 12, service on you or any of you shall be deemed to have been effected if such notice, demand, letter or document is:
 - a) handed to any person in apparent occupation of the address of any of you; or
 - b) handed to any person in at the property shown in this agreement as being the land to be mortgaged; or
 - c) by attaching the document to an external door at such address.
14. If your address is a flat or apartment or room in a building and if the lender or its agents are unable to obtain access to such flat, apartment or room by virtue to the security system of the building or for some other reason, then service will be deemed to have been effected on you if the document is posted at the letterbox corresponding to such flat, apartment or room. If there is no such letterbox, service will be deemed to have been effected on you if the document is affixed to what appears to be the principal external entry to the building for the purposes of obtaining access to the address provided by you or if the document is given to any building manager or receptionist for the building and directed to be given to you.
15. You must maintain a landline telephone connection. You consent to the lender leaving the name of the lender with any person who answers that telephone number or any number provided by you and with any person shown as a contact person for you.

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16. You must not change your name, address, the place where collateral is stored or your landline telephone number without first giving the lender three working days' notice of your intention to do so.

Disclosure of Information

17. You irrevocably authorise any person to provide the lender with such information as the lender may request as part of its administration and enforcement of the loan secured under this agreement and further irrevocably authorise the lender to provide to any third party details of the loan or any associated loan application or any financial dealings that the lender may have with the borrowers.
18. You further promise that all information provided by you or on your behalf to enable the lender to decide whether or not to lend to you is true and correct and if is not true and correct, the lender may demand payment of the then outstanding balance of the loan and you will pay forthwith on such demand.

Changes we can make

19. We may vary any term of this agreement for one or more of the following reasons (without seeking your consent):
- a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
 - b) to reflect any decision of a court, ombudsman or regulator;
 - c) to reflect a change in our systems or procedures, including for security reasons;
 - d) to make them clearer.

We must notify you of any variation no later than 5 days after it takes effect.

Security

20. You must store any collateral which is goods at the address shown as that of its owner in the financial details and you must not allow any collateral to be taken out of New Zealand.
21. You must care for and maintain collateral and comply with any laws relating to its ownership and use and you must not use it in any dangerous or illegal activity or for any purpose for which it was not intended.

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22. You may not use any collateral motor vehicle for motor sport activity such as (without limitation) racing, rallying, speed or time trials.
23. You must not obtain any personalised registration plate on any motor vehicle which is collateral nor otherwise alter or remove any serial number unless you first and in writing provide the lender with three working days' notice.
24. The lender may inspect any collateral on giving 24 hours written notice and you shall make such collateral available for inspection at the address that you have provided as the place where the owner lives. The lender need not give notice if the collateral is at risk and it may enter any place where it believes the goods may be to look for and inspect them.
25. You must not do anything or allow anything to happen which may impair or undermine any borrower's ownership of collateral or the lender's security interest in collateral.
26. You must not grant any other security interest over collateral nor allow any lien to be created over it nor dispose of nor allow the disposal of collateral by sale or gift or lease or in any other way nor cause nor allow collateral to be taken out of the possession of the borrower who owns it, nor destroyed, damaged, endangered, disassembled, removed from the place where you are required to keep it or concealed from the lender.
27. Any accessions (including replacements and accessories) which are attached to collateral which is goods shall become part of the collateral.
28. If you are borrowing money from the lender in order to purchase the land to be mortgaged or any other property to be used as security for your debt to the lender, you must apply that money to the purchase and the lender may pay the loan money directly to the seller of the property.
29. You authorise and request the lender to pay or apply any advance to you to the person named or for the purposes set out in this agreement or any separate writing provided to the lender by you. The lender may impose such conditions on the payment or on the application of the money as it sees necessary to protect any security interest it may have.
30. You waive your right to receive a verification statement following registration of any security interest.
31. The Consumer Guarantees Act 1993 shall not apply if the collateral is acquired for business purposes.

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Insurance

32. You must insure or procure the insurance of the collateral which is goods and any buildings or improvements on the land to be mortgaged (in the case of such buildings or improvements for an sum insured amount that is acceptable to the lender and which is adjusted annually to account for building cost inflation or the full replacement value if possible) and keep them insured against fire, accident, theft and all other risks as the lender may require both in the names of the lender and in your names for the lender's and your respective interests. All payments in the event of a claim are to be made to the lender.
33. You must not do or allow any act or omission which causes the insurance be invalidated or cancelled. You must provide receipts and an insurance company certificate of the insurance if required by the lender.

Repossession

34. Subject to the terms of the Credit Contracts and Consumer Finance Act 2003 if you default under this agreement the lender may accelerate repayment of the loan and demand that you pay the unpaid balance to the lender immediately. In the event of default the lender may call up that money even although the time for payment has not yet been reached.
35. If you default under this agreement the lender may, without notice subject to the requirements of the Credit Contracts and Consumer Finance Act 2003 (if applicable), seize the collateral and for such purposes you irrevocably give to the lender the right and licence for its agents to enter any premises and if necessary to break into any building where the collateral may be situated or where you are for the purpose of searching for and seizing the collateral.
36. The lender shall not be liable in any way to you or to any third party for any damage or loss which occurs in the process of entry into any premises or during or as a result of the seizure and subsequent sale of the collateral and you will indemnify the lender against such damage or loss. On seizure, the lender may sell the collateral by auction or otherwise in any manner and in all respects (including, without restricting the generality of the power, the right to buy in, give credit and allow payment over time) as if the lender were the unencumbered owner subject to any applicable obligations under the Personal Property Securities Act 1999 and under the Credit Contracts and Consumer Finance Act 2003. On such sale the receipt of the lender or its agent will be sufficient discharge to the purchaser for the purchase money and no purchaser shall be bound to investigate the propriety or regularity of any such sale or be affected by any notice express or constructive that such sale is improper or irregular.

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37. In the event that another security interest has priority over that of the lender with respect to the collateral or the land to be mortgaged, and if the lender takes a transfer of that security interest to itself then any money owing under this agreement shall be deemed to be owing under the security agreement providing for the security interest with priority and default under this agreement shall be deemed to be default under the other security agreement
38. The lender may appropriate any payment received from you or money which is proceeds of the sale of collateral or of any land to be mortgaged against any debt owed by you in any manner that the lender may decide, notwithstanding any appropriation you claim to have made or the fact that the time for payment of the amount has not arrived.

Assignment

39. The lender may assign its right, title and interest in the collateral or in the land to be mortgaged or its right, title and interest in this agreement or any of them at any time.
40. The borrower cannot assign its right, title and interest in this agreement to anyone.

General Terms

41. You must not commit any act of bankruptcy.
42. The lender may exercise all or any right, power or remedy at any time and failure to do or delay in doing so shall not constitute a waiver unless the lender grants it in writing.
43. You indemnify the lender and will keep it indemnified against any claim from any person relating to the collateral or the land to be mortgaged or the use thereof. If the lender incurs any loss, liability or expense in respect of the collateral or the land to be mortgaged or this agreement as a result of any act or omission of yours then the amount of such loss, liability or expense plus goods and services tax if any shall be payable by you to the lender and shall become part of the money secured and the lender may charge default interest thereon.
44. The lender shall not be obliged to marshal in your favour or in favour of any other person
45. If the lender does not at any time have priority over all other secured parties in relation to any collateral then pursuant to section 107(1) of the PPSA, for the purposes of dealing with that collateral you and the lender contract out of section 108 to the extent that the words "with priority over all other secured parties" in section 108 shall not apply so as to restrict the lender's ability to seize and to sell the collateral. In addition you irrevocably authorise the lender to pay any secured party over whom the lender does not have priority.
46. The lender may receive commission on any insurance included in this agreement or subsequently required.

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47. This agreement secures future advances. This will apply even although any sum has been paid from time to time to the lender or any account between the borrowers and the lender may be or have been in credit or settled.
48. To the extent allowed by law, the lender may from time to time without notice set off against any claim or demand which you may have any debt owed by you or claim or demand which the lender may have against you.
49. If the lender accepts any payment or banks any cheque, which you have made or forwarded in purported full satisfaction or in terms connoting accord and satisfaction, the lender will not be deemed by such acceptance or banking to have accepted the terms upon which the payment is made or the cheque is forwarded unless the lender has, before it receives the payment or cheque, agreed in writing to accept the amount in full satisfaction or otherwise as accord and satisfaction.
50. This agreement may be signed in any number of counterparts, all of which when taken together constitute one and the same document, and any of the parties to this agreement may sign this agreement by signing any such counterpart.

Trustees

51. If you have been named in this agreement as a trustee of a trust then you warrant and undertake that:
 - a) the persons named in this agreement as trustees of the trust are all the trustees of that trust;
 - b) each trustee has (so far as it is aware in respect of any trustees other than itself) has been validly appointed and has the power and authority to hold the assets of that trust and to carry on the business of that trust;
 - c) each trustee has (so far as it is aware in respect of any trustees other than itself) the right to be fully indemnified out of the trust assets in priority to the interests of the beneficiaries in respect of all obligations incurred by that trustee under this agreement or any security.
52. Each trustee must at our request exercise its right of indemnity against the trust assets or any beneficiary of the trust for our benefit.
53. Each trustee must not, without our prior written consent, permit any restriction, limitation, set-off, counterclaim or other defence to or against:
 - a) the trustee's right of indemnity out of the trust assets; or
 - b) any right of indemnity that may arise in the trustee's favour from a beneficiary of the trust; or
 - c) our right of subrogation to either indemnity.

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54. If you have been named in this agreement as a limited liability trustee then in respect of your obligations entered into in your capacity as trustee of the trust your liability under this agreement is limited only to the amount recoverable from the assets of the trust from time to time (“the limited amount”) unless we are not able to recover all amounts owing under the this agreement or any variation of it from the trust assets because:

- a) a trustee warranty set out above is incorrect; or
- b) you’ve breached a trustee undertaking set out above; or
- c) of your dishonesty, or wilful default or breach in respect of your obligations under the trust or this agreement.

If a) – c) apply (“exceptional circumstances”), this limitation of liability will not apply to you and you will be liable to us from your personal assets for the amount that we would have been able to recover from the trust assets if such exceptional circumstances were not applicable.

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