

1 PARTIES

- 1.1 The parties set out in Item 1 of the Reference Schedule ("Lender");
- 1.2 The party set out in Item 3 of the Reference Schedule ("Borrower");
- 1.3 Each party set out in Item 12 of the Reference Schedule ("Guarantor").

2 BACKGROUND

- 2.1 The Lender has made a secured loan to the Borrower.
- 2.2 The parties wish to enter into this Secured Loan Agreement to evidence the terms of the secured loan.

IT IS AGREED

3 DEFINITIONS AND INTERPRETATION

3.1 Terms in Reference Schedule

Where a term used in this Agreement appears in bold type in the Reference Schedule, that term has the meaning shown beneath it in the Reference Schedule.

3.2 Definitions

In this Agreement:

- 3.2.1 **Agreement** means this document, including any schedule or annexure to it;
- 3.2.2 **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- 3.2.3 **Events of Default** means any event or occurrence mentioned in *clause 10.2*;
- 3.2.4 **Guarantor** means each person named in Item 11 of the Reference Schedule;
- 3.2.5 **Lender** means each of the parties described in Item 1 of the Reference Schedule, as tenants in common in the shares stated;
- 3.2.6 **Loan** includes all money which the Borrower agrees to pay under any provision of this Agreement, including the Principal Sum and interest;
- 3.2.7 **PPSA** means the Personal Property Securities Act 2009 (Cth);
- 3.2.8 **Secured Money** means the money loaned under this Agreement, including interest;
- 3.2.9 **the following words and expressions have the meanings given to them in the PPSA:** collateral, financing change statement, grantor, perfect, register, secured party, security interest and verification statement.