

BAREFOOT POWER
Trade Finance Facility (the "Facility"), May 2014

1. Issuer/Company	Barefoot Power Pty. Ltd. ("the Company" or "Borrower") Suite 206, 2 Pembroke Street, Epping NEW SOUTH WALES 2121 ACN: 80112576397
2. Legal Form/Location	Barefoot Power is a private company limited by shares incorporated under applicable corporate laws of the State of New South Wales in Australia.
3. Lender(s)	No more than 20 wholesale or sophisticated investors (collectively known as "Lenders")
4. Facility Amount	Up to US\$2,000,000 inclusive of the First Loss Grant
5. First Loss Grant	A US\$325,000 grant to the Company from the International Finance Corporate (IFC) under the G20 SME Finance Challenge. No repayment of or payment of interest is required on this First Loss Grant.
6. Minimum Lender Participation	US\$100,000
7. Disbursement	Each Lender shall disburse its portion of the Facility in one (1) disbursement to the Borrower's bank account. The target disbursement date is 30 June 2014.
8. Tenure and Principal Repayment	The tenure of the Facility is two (2) years from disbursement. The Facility Amount will be repayable in full at the end of the tenure.
9. Interest	The Borrower shall pay Lenders interest of eight point five percent (8.5%) per annum on their portion of the Facility disbursed. Interest will be paid every six months and will be calculated on the basis of a three hundred sixty (360) day year for the actual number of days elapsed in the relevant period.
10. Purpose of Loan	The Facility will be used by the Company to fund general working capital requirements to assist the Company with the fulfilment of purchase orders placed by a range of buyers.
11. Security	The Facility will be unsecured. The First Loss Grant will if necessary absorb the first US\$325,000 of principal loss suffered by Lenders.
12. Undertakings	Typical for a facility of this nature
13. Representation and Warranties	Typical for a facility of this nature
14. Reporting	The Company will deliver to the Lenders: <ol style="list-style-type: none"> 1. Group Audited financial statements by a respected auditing firm within 120 days after each fiscal year ends; 2. Group Quarterly financial statements (profit & loss, cash flow statements, balance sheet and a management report) within 45 days after each quarter ends;
15. Representations and Warranties:	The Company shall provide Representations and Warranties to the Lenders, as are customary in a transaction of this nature.
16. Expenses:	The Company will bear the cost of preparing the Facility Agreement. Investors will bear their own due diligence costs.
17. Governing Law	New South Wales

If you wish to accept the terms of this Term Sheet, please sign the enclosed copy of the Term Sheet and return it to us.

AGREED, ACCEPTED AND ACKNOWLEDGED ON JUNE 2, 2014

For and on behalf of

DAH + JSH RETIREMENT FUND

Name: David Hind

Title: Director

David
2.6.14

Joan Shirley Hind
Director

Joan
2/6/14

The loan will be A \$110,000 to be converted to US\$ by the NAB TFF Account