



Registration of a Charge

Company name: **CASELLA FAMILY BRANDS (EUROPE) LIMITED**

Company number: **02710556**



X98ISWOA

Received for Electronic Filing: **03/07/2020**

Details of Charge

Date of creation: **22/06/2020**

Charge code: **0271 0556 0004**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVID PARRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2710556

Charge code: 0271 0556 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2020 and created by CASELLA FAMILY BRANDS (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2020 .

Given at Companies House, Cardiff on 6th July 2020

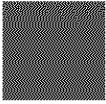
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Execution version

Specific security deed (contract)

Casella Family Brands

Casella Family Brands (Europe) Limited (**Grantor**)

Casella Family Brands (Europe) Pty Limited (**Parent**)

SANTANDER UK PLC (**Lender**)

Specific security deed (contract)

Casella Family Brands

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Details

Date 22 June 2020

Parties

Name	Casella Family Brands (Europe) Limited , a company incorporated in England and Wales with company number 02710556
Entity type (for the purposes of the PPS Regulations)	Body corporate
Short form name	Grantor
Notice details	The Stores, Officers' Mess Royston Road, Duxford, Cambridge, England, CB22 4QH Attention: Mike Bishop E-mail: Mike.Bishop@casellafamilybrands.com

Name	Casella Family Brands (Europe) Pty Limited
ACN	611 279 960
Short form name	Parent
Notice details	Roy Spagnolo & Associates, 193 Yambil Street, Griffith NSW 2680, Australia Facsimile: +61 (02) 6964 4477 Attention: Roy Spagnolo

Name	SANTANDER UK PLC of 2 Triton Square, Regent's Place, London NW1 3AN
Capacity	As security trustee for each of itself and each Secured Party
Short form name	Lender (which expression shall include its successors in title, assigns and transferees)
Notice details	Elizabeth House, 28 Baddow Road, Chelmsford Essex CM2 0DG Attention: Pete Bardell E-mail: peter.bardell@santander.co.uk

Background

- A The Grantor agrees to grant the Lender a security interest in the Collateral to secure payment and discharge of the Secured Obligations.
- B The Grantor does this in return for the Lender entering into the Finance Documents, the transactions contemplated by those documents and other valuable consideration.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms from the Facility Agreement

Terms defined in (or incorporated by reference into) the Facility Agreement (as defined below) have the same meanings when used in this document unless otherwise defined in this document (irrespective of whether or not the Facility Agreement remains in full force and effect). Parties to the Facility Agreement referred to by short form name in this document are more fully described in the Facility Agreement.

1.2 Other defined terms

In this document:

Attorney means an attorney appointed by the Grantor under this document.

Authorisation means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permit, licence, approval, authority or exemption of, from or required by, a Government Agency or required by law. Where intervention or action of a Government Agency within a specified period would fully or partly prohibit or restrict something by law, **Authorisation** includes the expiry of that period without that intervention or action.

Authorised Representative means a director or company secretary, or:

- (a) in respect of the Grantor, a person it notifies to the Lender (with a certified copy of that person's specimen signature) as being its authorised representative for the purposes of the Finance Documents where the Lender has no notice of revocation of that authority; and
- (b) in respect of the Lender, a person whose title or acting title includes 'associate', 'manager', 'director', 'executive', 'chief', 'head', 'counsel' or 'president', or a person notified to the other parties as being its authorised representative for the purposes of the Finance Documents.

Avoidance has the meaning given to that term in clause 16.5(a).

Collateral means all of the Grantor's present and future right, title and interest in relation to:

- (a) the Secured Contract;
- (b) rights to receive and recover payment of any money or delivery of any other property under or in relation to the Secured Contract; and
- (c) all other choses in action, rights, claims and remedies against any person in respect of the Secured Contract.

Corporations Act means the *Corporations Act 2001* (Cth).

Counterparty means Casella Wines Pty. Limited (ACN 060 745 315).

Event of Default means any event of default (howsoever defined) under any Finance Document and any failure by any Obligor to satisfy any demand for payment under any Finance Document.

External Administrator means an 'administrator', 'controller' or 'managing controller' (each as defined in the Corporations Act), trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

Facility Agreement means the document titled '*Sterling term facility agreement*' dated on or about the date of this document between the Grantor and the Lender.

Government Agency means any government or governmental, semi-governmental, administrative, public, regulatory or judicial entity, body, department, commission, agency or authority.

GST has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee means a guarantee, indemnity, letter of credit, legally binding letter of comfort or other obligation of any kind:

- (a) to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of;
- (b) to indemnify any person against the consequences of default in the payment of; or
- (c) to be responsible for,

an obligation or monetary liability of another person or the assumption of any responsibility or obligation in respect of the solvency or financial condition of another person.

Insolvency Event means, in respect of a person, any of the events or circumstances set out in clauses 24.6 (*Insolvency*), 24.7 (*Insolvency proceedings*) or 24.8 (*Creditors' Process*) of the Facility Agreement occurring.

Liquidation means:

- (a) a winding up, dissolution, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction; or
- (b) an arrangement, moratorium, assignment or composition with or for the benefit of creditors or any class or group of them.

Loss means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

Notice means a notice, demand, consent, approval or communication given in accordance with clause 14.

Power means any right, power, discretion or remedy of the Lender, a Receiver or an Attorney under any Finance Document or applicable law.

PPS Law means:

- (a) the PPSA and any regulation made at any time under the PPSA, including the PPS Regulations (each as amended from time to time); and
- (b) any amendment made at any time to any other legislation as a consequence of a law or regulation referred to in paragraph (a) of this definition.

PPS Regulations means the *Personal Property Securities Regulations 2010* (Cth).

PPSA means the *Personal Property Securities Act 2009* (Cth).

Receiver means a receiver or receiver and manager appointed under this document.

Secured Contract means the document titled '*Distribution Agreement*' dated on or about the date of this document between the Counterparty and the Grantor.

Secured Obligations means all monies and liabilities now or after the date of this document due, owing or incurred by any member of the Group to any Secured Party whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction.

Security Interest means any:

- (a) 'security interest' (as defined in the PPS Law);
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge (whether fixed or floating), lien, pledge, hypothecation, encumbrance, trust, power or title retention arrangement, finance lease, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements); and

- (c) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset, and includes any agreement to create any of them or allow them to exist.

Secured Party means the Lender and each of its Affiliates.

Tax means any tax, levy, duty, rate, impost, charge, deduction or withholding (and any related penalty, fine, fee or interest) imposed, levied or assessed by a Government Agency. It includes stamp duty, GST and any transaction taxes and duties.

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 PPS Regulations (as applicable): **advance, after-acquired property, amendment demand, attach, consumer property, control, financing change statement, financing statement, future advance, personal property, purchase money security interest and verification statement.**

1.4 Interpretation

- (a) The provisions of clause 1.2 (*Construction*) of the Facility Agreement are incorporated in, and apply to, this document as if set out in full with any necessary amendments.
- (b) In this document:
- (i) unless stated otherwise, all interest, amounts in the nature of interest (including discount amounts) and fees are to be calculated on a daily basis and a year of 365 days;
 - (ii) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
 - (iii) unless stated otherwise, anything (other than making a payment) required to be done on or by a day which is not a Business Day, must be done on or by the next Business Day;
 - (iv) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting; and
 - (v) examples and use of the word '**including**' and similar expressions do not limit what else may be included.
- (c) Unless the context requires otherwise, a reference in this document to:
- (i) an agreement includes any legally enforceable arrangement, understanding, undertaking or representation whether or not in writing;
 - (ii) a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time;
 - (iii) any thing includes any part of it and a reference to a group of things or persons includes each thing or person in that group;
 - (iv) clauses, schedules and annexures are to those in this document, and a reference to this document includes any schedule and annexure;
 - (v) legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement;
 - (vi) to '**grant a security interest**' includes to charge, mortgage, pledge, encumber, assign by way of security and transfer by way of security; and
 - (vii) '**property**' or an '**asset**' includes any real or personal, present or future, tangible or intangible property or asset and any right, interest, revenue or benefit in, under or derived from the property or asset.

2. Grant of security

2.1 Security interest

- (a) The Grantor grants a security interest in the Collateral to the Lender to secure payment and discharge of the Secured Obligations.
- (b) For the purposes of section 20(2)(b) of the PPSA (but without limiting the meaning of 'Collateral' in this document), this security interest is taken in all the Grantor's present and after-acquired property, except any such property which is not Collateral.
- (c) This security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a fixed charge over the Collateral.

2.2 Continuing security and obligations

Each Security Interest granted under this document is a continuing security until the Lender releases all Collateral from the Security Interest, despite any intermediate payment, discharge, settlement, release or other matter. The Grantor's obligations under this document continue despite any full or partial release of the Collateral and no full or partial release of Collateral will release the Grantor from personal liability under this document until all Secured Obligations have in fact been received and discharged by the Lender and are not liable to be disgorged.

3. Dealings with Collateral

The Grantor must not do, or agree to do, any of the following unless it is expressly permitted to do so by another provision in a Finance Document:

- (a) create or allow another interest (including without limitation any Security Interest) in any Collateral (or if by law its creation cannot be restricted, the Grantor must procure that the holder of the Security Interest first enters into a priority arrangement in form and substance acceptable to the Lender); or
- (b) transfer or dispose or part with possession of any Collateral.

4. Priority

4.1 Priority of Security Interest in Collateral

- (a) The parties intend that the Security Interest created under this document:
 - (i) takes priority over all other Security Interests and other interests in the Collateral at any time other than any Permitted Security as mandatorily preferred by law; and
 - (ii) has the same priority in relation to all Secured Obligations, including future advances.
- (b) Nothing in this clause 4.1 restricts the Lender from claiming that the Security Interest granted under this document is a purchase money security interest in respect of all or part of the Collateral.

4.2 No agreement or consent to subordination or attachment

Nothing in this document may be construed as an agreement or consent by the Lender to:

- (a) **(subordination)** subordinate the Security Interest created under this document in favour of any person;
- (b) **(security)** any Security Interest attaching to, or being created in, any Collateral; or
- (c) **(deferral of attachment)** defer or postpone the date of attachment of the Security Interest created under this document in any Collateral.

4.3 Contrary agreements

This clause 4 is subject to any express written agreement to the contrary between the parties, including the overriding provisions of any subordination and/or priority agreement entered into by the Lender in respect of any other holder of security.

5. General security provisions

5.1 Security continuing and independent

Each of this document, each Security Interest created under it and each Security is:

- (a) in addition to and enforceable independently of any other Security Interest, Guarantee or Security; and
- (b) to remain in full force and effect (whether or not at any given time the Grantor is indebted to the Lender until the execution by the Lender and delivery to the Grantor of an unconditional release of this document and each Security.

5.2 Collateral Securities

This document is collateral to each other Security. This document and each other Security will be read and construed together so that:

- (a) a default under one of them will be deemed to be a default under each of them; and
- (b) the Lender may exercise any of its rights under any one or more of them separately or concurrently or not at all, and in such order as it chooses.

5.3 Release of Collateral

If the Lender is satisfied that:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Obligations terminated;
- (b) no amount will subsequently become Secured Obligations due to an Avoidance; and
- (c) if an Event of Default has occurred, the Lender has not sold or agreed to sell any Collateral and is not deemed to have taken any Collateral in satisfaction of the Secured Obligations,

the Lender will, at the request and cost of the Grantor, execute such documents and take such steps as may be necessary to release the Collateral from the Security Interest created by this document.

6. Representations and warranties

6.1 Representations and warranties

The Grantor represents and warrants to the Lender, except as to matters disclosed by it to the Lender and accepted by the Lender in writing, that:

- (a) **(other representations and warranties)** all of its representations and warranties in the Finance Documents to which it is expressed to be a party are true, correct and not misleading when made or repeated (or if not yet made, will be true, correct and not misleading when made or repeated);
- (b) **(details of Grantor)** all information in the 'Details' section of this document is true, correct and complete and reflects the information contained in the source from which information in relation to the Grantor must be taken for the purposes of the PPS Regulations in order to register a financing statement in respect of any Security Interest in Collateral created by any Finance Document;
- (c) **(consumer property)** none of the Collateral is consumer property;
- (d) **(ownership of Collateral)** it is the sole legal owner and, subject to any trust which is specified in this document, sole beneficial owner of the Collateral, and it will be the sole

legal owner and, subject to any such trust, sole beneficial owner of any property or asset it acquires as Collateral;

- (e) **(Security Interests)** the Collateral is free from any Security Interest; and
- (f) **(Secured Contract):**
 - (i) the counterparts and instruments comprising the Secured Contract as provided to the Lender before the date of this document evidence all terms of the Secured Contract, and there are no other documents, agreements or arrangements that may affect the operation or enforceability of the Secured Contract;
 - (ii) the Secured Contract is not void, voidable or otherwise unenforceable; and
 - (iii) it is not in breach of its obligations under the Secured Contract and nothing has occurred:
 - (A) which is, or would constitute (with the giving of notice or passage of time or both), an event of default (however described) under the Secured Contract; or
 - (B) which would entitle a person to terminate or rescind the Secured Contract.

6.2 Repetition

The Grantor repeats each representation and warranty in:

- (a) **(generally)** this clause 6 with reference to the facts and circumstances at the time when representations and warranties are repeated in the Facility Agreement; and
- (b) **(future and after-acquired property)** clauses 6.1(d) and 6.1(e) in respect of any Collateral (including future and after-acquired property) which comes into existence, or in which the Grantor acquires rights or an interest, after the date of this document, at the time that Collateral comes into existence or the Grantor acquires rights or an interest in it.

6.3 Reliance and survival

The Grantor acknowledges that:

- (a) the Lender has entered into the Finance Documents in reliance on the representations and warranties in this clause 6; and
- (b) those representations and warranties survive execution and delivery of the Finance Documents and the provision of financial accommodation under them.

7. Undertakings

7.1 General undertakings

The Grantor must:

- (a) **(payment)** pay the Secured Obligations at the times and in the way specified in the Finance Documents, or if no time for payment is specified, on demand;
- (b) **(no set-off)** not directly or indirectly claim, exercise or attempt to exercise a right of set-off or counterclaim (whether its or any other person's right) against the Lender;
- (c) **(Secured Obligations)** fully and punctually perform, satisfy, or procure the performance or satisfaction of, all of the Secured Obligations at the times and in the way specified in the relevant Finance Documents;
- (d) **(details of Grantor):**
 - (i) without limiting any restrictions contained in the Finance Documents, not change any of its details as set out in the 'Details' section of this document without giving the Lender 14 days' prior written notice; and
 - (ii) provide to the Lender, on request, a certified copy of each source or source document necessary (in the Lender's opinion), for the purposes of the PPS Regulations, to verify the information in the 'Details' section of this document (or

any part of it) or to otherwise register one or more financing statements in relation to any Security Interest in the Collateral created by any Finance Document;

- (e) **(notify details of or changes relating to Collateral)** notify the Lender promptly:
 - (i) on the Lender's request, of the present location of any Collateral; and
 - (ii) on the Lender's request, of the details of each purchase money security interest and each Security Interest perfected by control in any of the Grantor's Collateral; and
- (f) **(no Event of Default)** ensure that no Event of Default occurs.

7.2 Dealing with Collateral

The Grantor must not, and must not agree or attempt to, sell, assign, transfer, dispose or part with possession of, lease, licence or otherwise deal with, any of the Collateral.

7.3 Undertakings relating to Collateral

The Grantor must:

- (a) **(Secured Contract)** unless the Lender agrees otherwise in writing:
 - (i) comply with the terms of;
 - (ii) save as permitted under clause 23.27 (*Distribution Agreement*) of the Facility Agreement, not amend or vary or agree to any change in, or waive any requirement of;
 - (iii) not abandon, settle, compromise, terminate, rescind or discharge (except by performance); and
 - (iv) not become non-suited in respect of proceedings against any Counterparty or other person in connection with,the Secured Contract;
- (b) **(sub-distributor, agent)** not appoint a sub-distributor or agent in the United Kingdom in accordance with clause 15.3 (*Appointment of Sub-Distributors*) of the Secured Contract without:
 - (i) the Lender's written consent; and
 - (ii) if the Lender so requires, the sub-distributor or agent entering into a specific security deed on substantially the same terms as this deed;
- (c) **(rights)**:
 - (i) not waive any of the Grantor's rights or release any person from its obligations in connection with the Collateral; and
 - (ii) take all necessary or appropriate action against any person (including as reasonably required by the Lender) to protect and enforce its rights, and recover money or receive other property in connection with, the Collateral;
- (d) **(deposit of counterparts)** unless the Lender agrees otherwise in writing, deposit with the Lender the Grantor's counterparts of, and instruments comprising, the Secured Contract as soon as they are available to the Grantor or its agents;
- (e) **(protect title)** protect and enforce its title to, and the Lender's title as secured party and chargee of, the Collateral;
- (f) **(income)** if the Lender directs while an Event of Default is continuing, ensure that all money payable to, or other property receivable by the Grantor under or in relation to the Secured Contract is paid or delivered to the Lender (or that the Grantor pays over or delivers such amounts to the Lender), to be applied in accordance with clause 11.2; and
- (g) **(Taxes)** pay on time all Taxes and any other amounts for which it is liable as owner of the Collateral.

7.4 Notice of Security Interest

While an Event of Default is continuing and if the Lender so directs, the Grantor:

- (a) **(notice of Security Interest)** must give a notice signed by the Grantor in the form of Schedule 1 to the Counterparty and to whomever else the Lender requires the notice is given, promptly on being required to do so;
- (b) **(acknowledgment of notice)** must use its best endeavours to procure that the Counterparty to whom a notice is given pursuant to clause 7.4(a) promptly provides to the Lender a signed acknowledgment as contemplated in the notice (and must immediately forward to the Lender any such acknowledgement received by the Grantor); and
- (c) **(agency and authority)** irrevocably appoints the Lender as its agent to do anything necessary or desirable to perfect the assignment of the Collateral to the Lender, and irrevocably authorises the Lender to prepare, sign and send on behalf of the Grantor and in its name a notice required to be given pursuant to clause 7.4(a).

7.5 Further assurances

The Grantor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Lender may reasonably require:

- (a) to create, perfect, protect and (if necessary) maintain the Security Interest created or intended to be created over any of the Collateral under this document or for the exercise of any rights, powers and remedies of the Lender provided by or under this document or by law or regulation; and
- (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interest created by this document.

8. Grantor liability and exclusion of rights

8.1 Indemnity

The Grantor indemnifies the Lender against, and must pay to the Lender on demand amounts equal to, any Loss (including loss of profit) arising as a result of or in connection with:

- (a) the Grantor or an Obligor failing to:
 - (i) pay any Secured Obligations (or money which would be Secured Obligations if it were recoverable) on time; or
 - (ii) observe or perform its Secured Obligations on time;
- (b) an Insolvency Event in relation to the Grantor or an Obligor; or
- (c) any Secured Obligations (or money which would be Secured Obligations if it were recoverable) not being recoverable from the Grantor or an Obligor, or a liability or obligation to pay the Secured Obligations or perform any obligation under a Finance Document not being enforceable against the Grantor or an Obligor,

for any reason and whether or not the Grantor, an Obligor or the Lender knew or ought to have known anything about those matters.

8.2 Principal and independent obligation

Subject to clause 5.2, this document comprises principal and independent obligations of the Grantor and is not ancillary or collateral to, or affected by, any other obligation, Security Interest or Guarantee.

8.3 Grantor's liabilities not affected

The Grantor's liabilities under this document are not affected by any act, omission or other thing which would reduce or discharge those liabilities, including:

- (a) the Lender granting time or any other indulgence or concession to an Obligor or any other person;

- (b) the Lender increasing the amount of, opening further accounts in connection with or otherwise varying or replacing the type or terms of, financial accommodation provided to an Obligor or any other person;
 - (c) any transaction or agreement, or variation, novation or assignment of a transaction or agreement (including any Finance Document), between the Lender and an Obligor or any other person;
 - (d) an Insolvency Event in relation to an Obligor or any other person, or the Lender becoming a party to or bound by any Liquidation;
 - (e) any judgment, proceedings or order being obtained or made against an Obligor or any other person;
 - (f) an obligation of an Obligor or any other person or any provision of a Finance Document being void, voidable, unenforceable, defective, released, waived, impaired, novated, enforced or impossible or illegal to perform;
 - (g) the whole or partial discharge or release of, or the granting of, a Security;
 - (h) any Secured Obligations not being recoverable or the liability of an Obligor or any other person to the Lender ceasing (including as a result of giving a release or discharge or by law);
 - (i) the failure of an Obligor or any other person to execute any Finance Document, properly or at all;
 - (j) the Grantor not being a party to a Finance Document (such as a Finance Document solely between the Lender and an Obligor);
 - (k) the Lender exercising or not exercising its rights (including any right to elect to terminate a contract) under a Finance Document or at law against an Obligor or any other person;
 - (l) any default, misrepresentation, negligence, breach of contract, misconduct, acquiescence, delay, waiver, mistake, failure to give notice or other action or inaction of any kind (whether or not prejudicial to the Grantor) by the Lender or any other person;
 - (m) any change to, or in the membership of, any partnership, joint venture or association; or
 - (n) any Collateral being destroyed, forfeited, extinguished, surrendered or resumed,
- whether or not the Grantor, an Obligor, the Lender or any other person is aware of it or consents to it and despite any legal rule to the contrary.

8.4 Exclusion of subrogation and other rights

Until there are no Secured Obligations, and the Lender is satisfied that it will not have to repay any money received by it, the Grantor must not (either directly or indirectly):

- (a) claim, exercise or attempt to exercise a right of set-off or counterclaim or any other right or raise any defence which might reduce or discharge the Grantor's liability under this document;
- (b) claim or exercise a right of subrogation or contribution or otherwise claim the benefit of:
 - (i) a Security or Guarantee relating to the Secured Obligations; or
 - (ii) any Security Interest or Guarantee which would rank in priority or preference to a Security or Guarantee relating to the Secured Obligations,

and any money the Grantor receives in breach of this clause 8.4(b) will be held on trust for the Lender and must be paid promptly to the Lender; or
- (c) unless expressly permitted in a Finance Document or the Lender has given a direction to do so (in which case it must do so in accordance with the direction as trustee for the Lender:
 - (i) prove, claim or vote in, or receive the benefit of a distribution, dividend or payment arising out of, the Liquidation of an Obligor; or

- (ii) demand, or accept payment of, any money owed to the Grantor by an Obligor, and any such money it receives will be held on trust for and must be paid promptly to the Lender.

8.5 Prove in Liquidation

- (a) The Grantor, for valuable consideration, irrevocably appoints each of the Lender and its Authorised Representatives separately as its attorney to prove in the Liquidation of an Obligor for all money that the Grantor can claim against that person on any account whatever. The terms of appointment are that the attorney:
 - (i) must pay to the Grantor dividends it receives in excess of the Secured Obligations, without interest, and any other dividends must be paid to the Lender; and
 - (ii) may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation.
- (b) The Grantor agrees to ratify anything done by an attorney under clause 8.5(a). The power of attorney created under clause 8.5(a) is granted to secure the Grantor's performance of its obligations under each Finance Document to which it is expressed to be a party.

8.6 Variations and replacements

The Grantor acknowledges that the Finance Documents may be varied or replaced from time to time. The Grantor confirms that the Secured Obligations include any amount payable under any Finance Document which is relevant to the Secured Obligations as varied or replaced. The Grantor confirms that this applies regardless of:

- (a) how a Finance Document is varied or replaced;
- (b) the reasons for the variation or replacement; and
- (c) whether the Secured Obligations decrease or increase or a Finance Document is otherwise more onerous as a result of the variation or replacement.

9. Event of Default and consequences

9.1 When security enforceable

The Security Interest created by this document is enforceable at any time while an Event of Default is continuing.

9.2 Consequences of Event of Default

- (a) At any time while the Security Interest created by this document is enforceable the Lender may by notice to the Grantor declare that all or any part of the Secured Obligations are immediately due and payable. On receipt of that notice, the Grantor immediately must pay the Secured Obligations to the Lender; and
- (b) The Lender agrees that it will not exercise any Power to seize the Collateral under Chapter 4 of the PPSA until the Security Interest created by this document is enforceable.

9.3 Lender's general powers

At any time while the Security Interest created by this document is enforceable, regardless of whether the Lender has appointed a Receiver, the Lender may, without demand or notice to anyone (unless notice is required as described in clause 16.1), do all things that a secured party with a Security Interest in, or a mortgagee or an absolute owner of, the Collateral can do, and exercise all rights, powers and remedies:

- (a) of a secured party with a Security Interest in, or a mortgagee or an absolute owner of, the Collateral;
- (b) given to a Receiver under the Corporations Act; and
- (c) specified in clause 9.5.

9.4 Lender's PPSA powers - sections 123 and 128

Without limiting any other provision of this document, any Security or any other Finance Document, the Grantor agrees that, at any time while the Security Interest created by this document is enforceable, the Lender may:

- (a) seize any Collateral; and/or
- (b) dispose of any Collateral in such manner and generally on such terms and conditions as the Lender thinks desirable,

and otherwise do anything that the Grantor could do in relation to the Collateral.

9.5 Lender's specific powers

At any time while the Security Interest created by this document is enforceable, the Lender may do any or all of the following in connection with its Powers, whether in its or the Grantor's name or otherwise and whether or not it has possession of the Collateral:

- (a) **(recover, possess and control)** access, recover, manage, take or give up possession or 'control' (within the ordinary meaning of that term and as defined in the PPSA) of, and surrender or release, any Collateral;
- (b) **(receive income and profits)** receive the income and profits of the Collateral;
- (c) **(sell, assign or exchange)** sell, assign or help sell all or any Collateral to any person or exchange it for any other property or rights, on terms the Lender thinks fit, with or without other property;
- (d) **(options and rights)** grant, acquire, renew, vary, accept the surrender of or terminate an option or other right over the Collateral on the terms it thinks fit, and with or without any other property;
- (e) **(hive off)** promote the formation of any company to acquire any Collateral or assume obligations of the Grantor or both;
- (f) **(contracts, instruments and rights)** perform or observe the Grantor's obligations or enforce or exercise the Grantor's rights, powers, discretions or remedies (or refrain from doing so) under a Finance Document (including to cure an Event of Default) or other document entered into by the Lender or a Receiver in exercise of a Power, and vary, terminate or rescind any of them or novate or otherwise transfer to any person the Grantor's obligations under any of them;
- (g) **(Liquidation)** initiate and participate in any Liquidation of any person (including voting at meetings and appointing proxies);
- (h) **(proceedings)** commence, prosecute, defend, discontinue, compromise, submit to arbitration and settle proceedings in connection with this document or the Collateral, whether in or before a Government Agency;
- (i) **(raise money)** obtain financial accommodation (including from Lender or its Affiliate) and give Guarantees, in each case with or without granting a Security Interest over the Collateral and regardless of priority ranking;
- (j) **(receipts)** give receipts for money and other property it receives;
- (k) **(employ and delegate)** employ and discharge staff, professional advisers, consultants, contractors, agents and auctioneers for the purposes of this document, and at the remuneration that the Lender thinks fit, and to delegate to any person any of its Powers (including this right of delegation);
- (l) **(Authorisations)** apply for any Authorisation which is necessary or desirable in connection with the exercise of a Power; and
- (m) **(incidental power)** do anything expedient or incidental to exercise any of its Powers, without limiting those Powers.

9.6 Discharge or acquire prior Security Interest

- (a) At any time while the Security Interest created by this document is enforceable, the Lender may do any one or more of the following:
 - (i) purchase a debt or liability secured by a prior Security Interest;
 - (ii) pay the amount required to discharge or satisfy that debt or liability; and
 - (iii) take a transfer or assignment of that Security Interest and any Guarantee, document or right ancillary or collateral to it.
- (b) If the Lender exercises its rights under clause 9.6(a):
 - (i) the Grantor is indebted to the Lender for the same amount paid by the Lender or the amount of the debt or liability acquired (whichever is higher) and that amount is immediately payable to the Lender and forms part of the Secured Obligations;
 - (ii) the Lender may rely on a written notice from the holder of a prior Security Interest (**Prior Secured Party**), or on an ancillary or collateral document, as to the amount and property secured by that prior Security Interest;
 - (iii) the Prior Secured Party need not enquire whether any amount is owing under a Finance Document; and
 - (iv) the Grantor irrevocably directs any such Prior Secured Party to give the Lender any information it requires in connection with the prior Security Interest.

9.7 Co-operation in exercise of power of sale

If the Lender or a Receiver wishes to exercise a right to sell any Collateral, the Grantor must do or cause to be done all things necessary to enable an expeditious sale and transfer to the purchaser for the value as estimated by the Lender, in the manner and on terms the Lender thinks fit.

9.8 Appoint Receivers

- (a) At any time while the Security Interest created by this document is enforceable, the Lender may do any one or more of the following:
 - (i) appoint one or more persons (severally, unless specified otherwise in the instrument of appointment) to be a receiver or receiver and manager of all or any of the Collateral;
 - (ii) fix and vary the Receiver's remuneration at an amount agreed between the Lender and the Receiver from time to time;
 - (iii) terminate a receivership or remove or replace a Receiver; and
 - (iv) appoint an additional Receiver.
- (b) The Lender may do any of these things even if a resolution or order for Grantor's Liquidation has been passed or made.
- (c) Each party agrees that if a Receiver is appointed under this document on the basis of an Event of Default which is continuing but subsequently ceases to continue, the Event of Default is taken to continue for the purposes of the Receiver's appointment under this document.

9.9 Agency of Receiver

To the extent permitted by law, a Receiver is the agent of the Grantor and the Grantor alone is responsible for the Receiver's costs, expenses, remuneration, acts, omissions and defaults. The Lender is not liable to the Grantor for the acts or omissions of the Receiver. To the extent that a Receiver is not, or ceases to be, the agent of the Grantor as a result of a resolution or order for the Grantor's Liquidation or by operation of law, the Receiver immediately becomes the agent of the Lender.

9.10 Receiver's powers

- (a) Unless the terms of a Receiver's appointment say otherwise, the Receiver has the following rights and powers over the Collateral which the Receiver is appointed to:
 - (i) deal with all the rights, powers, discretions or remedies given by law to mortgagees in possession, receivers or receivers and managers;
 - (ii) deal with all of the Lender's Powers under this document and at law (other than the power to appoint receivers or receivers and managers); and
 - (iii) obtain financial accommodation from the Lender and give Guarantees on terms that the Receiver considers expedient in connection with the Collateral, in each case whether alone or together with any other person, and with or without granting a Security Interest (regardless of priority ranking) over the Collateral.
- (b) The Receiver may exercise the rights and powers under clause 9.10(a) in the name of the Grantor or otherwise.

9.11 Appointment of Attorney

- (a) The Grantor for valuable consideration, to secure the performance of the Secured Obligations, irrevocably appoints the Lender, each Authorised Representative of the Lender and each Receiver separately as its attorney to do any or all of the following on the Grantor's behalf and in the Grantor's or the attorney's name at any time while the Security Interest created by this document is enforceable:
 - (i) prove in the Liquidation of an Obligor;
 - (ii) anything which the Grantor must do under a Finance Document or under law in connection with a Finance Document;
 - (iii) anything which the Attorney considers necessary or expedient to give effect to a Power or exercise of a Power, or to perfect any Finance Document, including by signing any document for that purpose; and
 - (iv) anything which an Attorney is expressly empowered to do under a Finance Document on the Grantor's behalf.
- (b) The Grantor agrees to ratify anything done by its Attorney pursuant to the power of attorney granted by the Grantor under clause 9.11(a). An Attorney may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation.

9.12 Investigating Experts

The Lender may, at any time while the Security Interest created by this document is enforceable, appoint accountants, insolvency practitioners or other experts (**Investigating Experts**) to investigate and report on the affairs and financial position of the Grantor and on the Collateral. The Grantor:

- (a) authorises, and agrees to give all reasonable assistance to, the Investigating Experts to undertake the investigation, and must pay the Investigating Experts' costs on demand by the Lender; and
- (b) authorises the disclosure to Lender and its advisers of all information and documentation in connection with the investigation.

10. Costs and expenses

The provisions of clause 18 (*Costs and expenses*) of the Facility Agreement are incorporated into this document as if set out in full *mutatis mutandis*.

11. Receipt of money and application

11.1 Credit of received payment

The Grantor is only credited with a payment of Secured Obligations from the date of actual receipt in cleared funds by the Lender (whether received from the Grantor or a Receiver).

11.2 Applying or appropriating money received

The Lender may apply or appropriate all money received under this document (even if insufficient to discharge all of the Grantor's obligations at that time) to reduce the Secured Obligations in the order, and to satisfy any part of the Secured Obligations, as the Lender sees fit (including as between principal, interest and other amounts owing to the Lender and including so as to enable the Lender to preserve any purchase money security interest). An application or appropriation by the Lender will override any appropriation made by the Grantor. For the purposes of section 14(6)(a) of the PPSA, this clause 11.2 constitutes the method of payment application agreed by the parties.

11.3 Suspense account

- (a) The Lender may credit money received in or towards satisfaction of the Secured Obligations (including dividends received in any Liquidation) to a suspense account. The Lender may keep the money in that account for as long as, and at whatever interest rate, the Lender thinks fit. The Lender may apply the money (including interest) to reduce the Secured Obligations whenever the Lender thinks fit.
- (b) If the Secured Obligations have been fully and finally paid or discharged and the Lender is satisfied that such payment or discharge is not liable to be set aside, avoided or reversed, then the balance standing to the credit of the suspense account and any accrued interest must be paid to or for the account of the Grantor and the Lender will not have any further liability in relation to it.

11.4 Surplus proceeds

If the Lender, a Receiver or an Attorney (as the case may be) holds any surplus money after:

- (a) payment of the Secured Obligations in full and the application of proceeds in accordance with clause 11.2; and
- (b) the making of all payments that the Lender, Receiver or Attorney has the right or obligation to make under the Finance Documents or at law,

then:

- (c) no trust arises, or interest accrues, over that surplus money; and
- (d) the Lender, Receiver or Attorney may pay that money to an account in the name of the Grantor with any bank, in which case the Lender, Receiver or Attorney will have no further liability in relation to that money.

12. Statutory powers and notices

12.1 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) the Lender 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 Lender need not comply with sections 132 and 137(3);
- (c) if the PPSA is amended after the date of this document to permit the Grantor and the Lender to agree to not comply with or to exclude other provisions of the PPSA, the Lender

may notify the Grantor that any of these provisions is excluded, or that the Lender need not comply with any of these provisions, as notified to the Grantor by the Lender; and

- (d) the Grantor agrees not to exercise its rights to make any request of the Lender 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.

12.2 Exercise of rights by Lender

If the Lender exercises a Power in connection with this document, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Lender states otherwise at the time of exercise. However, this clause does not apply to a Power which can only be exercised under the PPSA.

12.3 No notice required unless mandatory

- (a) To the extent the law permits, the Grantor waives:
 - (i) its rights to receive any notice that is required by:
 - (A) any provision of the PPSA (including a notice of a verification statement); or
 - (B) any other law before a secured party or Receiver exercises a Power; and
 - (ii) any time period that must otherwise lapse under any law before a secured party or Receiver exercises a Power.
- (b) If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).
- (c) However, nothing in this clause prohibits the Lender or any Receiver from giving a notice under the PPSA or any other law.

12.4 Appointment of nominee for registration

For the purposes of section 153 of the PPSA, the Lender appoints the Grantor as its nominee, and authorises the Grantor to act on its behalf, in connection with a registration under the PPSA of any security interest in favour of the Grantor which is:

- (a) evidenced or created by chattel paper;
- (b) perfected by registration under the PPSA; and
- (c) transferred to the Lender under this document.

This authority ceases when the registration is transferred to the Lender.

12.5 Other rights

Where the Lender has Powers in addition to, or existing separately from, those in Chapter 4 of the PPSA, those Powers will continue to apply and are not limited or excluded (or otherwise adversely affected) by the PPSA. This is despite clause 12.1 or any other provision of a Finance Document.

13. Assignment

13.1 By Grantor

The Grantor may not assign any of its rights or transfer any of its rights or obligations under this document.

13.2 By Lender

The Lender may assign any of its rights or transfer any of its rights or obligations under this document in accordance with the terms of the Facility Agreement.

13.3 Assistance

The Grantor agrees to do or execute anything reasonably requested by the Lender to effect an assignment, transfer, novation or other dealing under this clause 13.

14. Notices, demands and communications

Clause 31 (*Notices*) of the Facility Agreement applies to the giving of any notice, demand, consent, approval or communication in connection with this document.

15. Protection of third parties

15.1 Receipt of Lender, Receiver or Attorney

A receipt given by Lender (or its Authorised Representative), a Receiver or an Attorney for any money payable to it, or any asset receivable by it, relieves the person paying that money or delivering the asset from all liability to enquire as to the dealing with, or application of, that money or asset.

15.2 Third parties need not enquire

A person dealing with Lender, a Receiver or an Attorney is protected from any impropriety or irregularity of that dealing, and need not enquire whether:

- (a) any of them has been properly appointed or has executed or registered an instrument or exercised a Power properly or with authority; or
- (b) any Secured Obligations have become due, a Finance Document is enforceable or a default (however described) has occurred under a Finance Document.

16. Protection of Lender, Receiver and Attorney

16.1 Notice, demand or lapse of time required by law

If a notice, demand or lapse of time is required by law before the Lender can exercise a Power, then for the purposes of this document:

- (a) that notice, demand or lapse of time is dispensed with to the extent allowed by that law; or
- (b) if not allowed to be dispensed with, but the period of notice, demand or lapse of time is allowed by that law to be shortened or fixed, it is shortened and fixed to one day.

16.2 Lender and Receiver not restricted

The Lender or a Receiver need not:

- (a) exercise a Power, give a consent or make a decision under this document unless a Finance Document expressly provides otherwise; or
- (b) resort to a Security or Power before resorting to any other of them.

16.3 Lender, Receiver and Attorney not mortgagee in possession or liable

To the extent permitted by law, the Lender, a Receiver and any Attorney will:

- (a) not be, nor account or be liable as, mortgagee in possession due to exercise of a Power; or
- (b) not be liable to anyone for any Loss in relation to an exercise or attempted exercise of a Power, or a failure or delay in exercising a Power.

16.4 Lender may set off

The Lender may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Obligor, regardless of the place of payment, booking branch or currency of

either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

16.5 Reinstating avoided transaction

- (a) The Grantor agrees that if a payment or other transaction relating to the Secured Obligations is void, voidable, unenforceable or defective for any reason or a related claim is upheld, conceded or settled (each an **Avoidance**), then even though the Lender knew or should have known of the Avoidance:
 - (i) each Power and the Grantor's liability under each Finance Document will be what it would have been, and will continue, as if the payment or transaction the subject of the Avoidance had not occurred; and
 - (ii) the Grantor will immediately execute and do anything required by the Lender to restore the Lender to its position immediately before the Avoidance (including reinstating any Finance Document).
- (b) This clause 16.5 survives any termination or full or partial discharge or release of any Finance Document.

16.6 Authorised Representatives and communications

The Grantor irrevocably authorises the Lender to rely on a certificate by any person purporting to be its director or company secretary as to the identity and signatures of its Authorised Representatives, and to rely on any Notice or other document contemplated by any Finance Document which bears the purported signature (whether given by facsimile or otherwise) of its Authorised Representative. The Grantor warrants that those persons have been authorised to give notices and communications under or in connection with the Finance Documents.

16.7 Lender's opinion

An opinion or view of the Lender for the purposes of this document may be formed or held on its behalf by its Authorised Representative, its board of directors or by any other person it authorises to act on its behalf in relation to the Finance Documents.

17. General provisions

17.1 Consideration

The Grantor acknowledges entering this document in return for the Lender entering into the Finance Documents, the transactions contemplated by those documents and other valuable consideration.

17.2 Prompt performance

If a time is not specified for the performance by the Grantor of an obligation under this document, it must be performed promptly.

17.3 Performance of Grantor's obligations by Lender

The Lender may do anything which the Grantor fails to do as required by, or in accordance with, this document. This does not limit or exclude the Lender's Powers in any way.

17.4 Powers

Powers under the Finance Documents are cumulative and do not limit or exclude Powers under law. Full or partial exercise of a Power does not prevent a further exercise of that or any other Power. No failure or delay in exercising a Power operates as a waiver or representation. Unless expressly provided in a Finance Document, no Power or Finance Document merges in, limits or excludes any other Power, Finance Document or judgment which the Lender or a Receiver (or anyone claiming through it) may have or obtain.

17.5 Consent and waivers

A consent or waiver by the Lender or a Receiver in relation to this document is effective only if in writing. If given subject to conditions, the consent or waiver only takes effect subject to compliance with those conditions to the Lender's or Receiver's satisfaction.

17.6 Indemnities and reimbursement obligations

The Lender or a Receiver need not incur an expense or make a payment before enforcing an indemnity or reimbursement obligation in a Finance Document. Unless otherwise stated, each such indemnity or reimbursement obligation is separate and independent of each other obligation of the party giving it, is absolute, irrevocable, unconditional and payable on demand and continues despite any settlement of account, termination of any Finance Document or anything else.

17.7 Notices or demands as evidence

A notice or certificate from or demand by the Lender stating that an Event of Default has occurred, or that a specified sum of money is owing or payable under a Finance Document or stating any other fact or determination relevant to the rights or obligations of the Lender or the Grantor under a Finance Document, is taken to be correct unless proved incorrect.

17.8 Law and legislation

To the extent permitted by law:

- (a) each Finance Document to which the Grantor is expressed to be a party prevails to the extent of inconsistency with any law; and
- (b) any present or future legislation operating to reduce the Grantor's obligations under a Finance Document or the effectiveness of the Powers is excluded.

17.9 Severability

A provision of this document that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of this document in any jurisdiction.

17.10 Variation

A variation of this document must be in writing and signed by or on behalf of each party to it.

17.11 Governing law – security agreement

This document is governed by the laws of New South Wales, Australia.

17.12 Governing law – Security Interest

- (a) Subject to clause 17.12(b), the Security Interest created under this document is governed by the laws of New South Wales, Australia.
- (b) Clause 17.12(a) does not apply to the extent that a Security Interest is created under this document in any personal property described in section 237(2) of the PPSA, in which case the law determined by the PPSA will govern the Security Interest in that property.

17.13 Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

17.14 Service of process

Without preventing any other mode of service, any document in an action or process may be served on any party by being delivered to or left for that party at its address for service of Notices under this document. The Grantor appoints the Parent as its agent to accept service of process

under or in connection with this document, and the Parent by execution of this document accepts the appointment. The appointment may not be revoked without the Lender's consent.

17.15 Counterparts

This document may be executed in any number of counterparts. Each counterpart constitutes an original of this document, all of which together constitute one instrument. A party who has executed a counterpart of this document may exchange it with another party by faxing, or by emailing a pdf (portable document format) copy of, the executed counterpart to that other party, and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity of this document.

Schedule 1 – Notice of Security Interest

[Date]

[Counterparty name] (you)

[Counterparty address]

[Secured Contract]

Casella Family Brands (Europe) Limited (a company incorporated in England and Wales with company number 02710556) has granted a specific security deed (the **SSD**) to Santander UK plc (**Lender**) under which it has created a security interest its right, title and interest in the [**Secured Contract**] (the **Secured Contract**).

Unless you receive notice from the Lender to the contrary, you are directed to pay all amounts payable by you in respect of the Secured Contract to the following account (or any other account the Lender directs):

Account number:

Account name:

Bank and branch:

BSB:

Neither the SSD, the security interest created under it, nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Secured Contract.

Please acknowledge receipt of this notice by signing and sending a copy of this notice direct to the Lender at [**Lender address details**].

The acknowledgment will be your confirmation for the benefit of the Lender that you will comply with the above directions, and that you have received no notice of any prior security interest in, or assignment of, the Secured Contract.

Signed for and on behalf of Casella Family Brands
(Europe) Limited

Receipt and agreement confirmed:

Signed for and on behalf of
[Counterparty name]

Title: _____

Date: _____

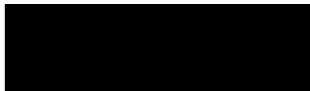
Signing pages

EXECUTED as a deed.

Each attorney signing this document under a power of attorney certifies, by the attorney's signature, that the attorney has no notice of the revocation of the power of attorney.

Grantor

Signed sealed and delivered by Casella Family Brands (Europe) Limited in the presence of



Signature of witness



Signature of authorised signatory

ALEX ROSATO

Name of witness (print)

GIOVANNI MARCELLO CASELLA

Name of authorised signatory (print)

Parent

Executed as a deed by **Casella Family Brands
(Europe) Pty Limited** in accordance with
Section 127 of the *Corporations Act 2001* (Cth)



Signature of sole director and sole company secretary

who states that he or she is the sole director and the sole
company secretary of the company

Giovanni Marcello Casella

Name of sole director and sole company secretary (print)

Lender

Signed sealed and delivered by Santander UK plc by its attorney in the presence of



Signature of witness

SHEENA DABASIA

Name of witness (print)



NAVIN DABASIA

Name of attorney (print)