

Date draft
[# - *insert date of execution*]

**New South Wales Land and Housing
Corporation**

Tripartite Deed

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Date

Parties

New South Wales Land and Housing Corporation ABN 24 960 729 253 a body corporate constituted under section 6 of the *Housing Act 2001* (NSW) and being a Housing Agency under the Act (**Corporation**)

ABN (**Financier**)

ACN (**Company**)

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Acceptable CHP means a registered community housing provider that, at the relevant time:

- (a) is solvent;
- (b) has not been wound up and is not being wound up;
- (c) is not the subject of an extant notice of intent to cancel registration;
- (d) is a company registered under the *Corporations Act 2001* (Commonwealth);
- (e) is registered as a community housing provider within the meaning of the National Law;
- (f) is registered either as a Tier 1 or Tier 2 community housing provider;

and which, at the relevant time, the Corporation has not notified the Financier, in accordance with clause 4.3(b), that the registered community housing provider is not acceptable to the Corporation for the purposes of clause 4.3(b).

Act means the Community Housing Providers (Adoption of National Law) Act 2012 (NSW).

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Sydney.

Corporation Interest means the interest of the Corporation in a parcel of Designated Land arising under section 14 of the Act.

Designated Land means land (including dwellings and improvements) owned or acquired by, transferred to or vested in the Company:

- (a) in which the Corporation has or is taken to have an interest by reason of section 14 of the Act; and
- (b) against the security of which the Financier proposes to make or makes a Loan.

This definition can apply to different parcels of land.

For the purposes of this definition:

- (c) a written notice by the Corporation given in accordance with clause 8.2 is conclusive evidence of the existence of the Corporation's interest in the land; and
- (d) the Corporation, the Company and the Financier may agree or confirm in writing from time to time that land is Designated Land. The form of writing includes an exchange of letters or the updating of a mutually agreed register.

Financier Enforcement Event means the occurrence of any event or circumstance that gives the Financier an immediate right to enforce a Financier Security.

Financier Security, for a parcel of Designated Land, means a mortgage or a charge over the parcel of Designated Land granted by the Company in favour of the Financier referred to in Schedule 1.

First Priority Amount, for a parcel of Designated Land, means the aggregate amount (including principal, interest and costs) from time to time actually or contingently owing by the Company to the Financier under, or in connection with, the Relevant Loan up to an aggregate maximum referred to in Schedule 2.

Loan includes any form of financial accommodation.

National Law means the Appendix to the Community Housing Providers (Adoption of National Law) Act 2012 (NSW), which establishes the National Regulatory System for Community Housing.

Powers means any right, power, authority, discretion, remedy or privilege, whether express or implied (including to exercise a right to terminate or grant releases or waivers) conferred on any person or entity).

Receiver, for a parcel of Designated Land, means a receiver or receiver and manager appointed to the parcel of Designated Land and any person who derives a right directly or indirectly from a Receiver.

Recovery Costs, for a parcel of Designated Land, means all costs and expenses incurred by the Financier (or by a Receiver appointed by it) in exercising or otherwise enforcing any Powers in relation to a Financier Security, including:

- (a) all outgoings which the Financier (or a Receiver appointed by it) thinks fit to pay;

- (b) all payments towards the satisfaction of any monetary obligation which has mandatory priority under any statute; and
- (c) the remuneration of, and any costs and expenses claimed by, a Receiver appointed by the Financier including the fees and expenses of any investigative accountant or other advisors.

Relevant Loan, for a parcel of Designated Land, means a Loan made or to be made by the Financier to the Company, under the agreement referred to in Schedule 2, the repayment of which is secured by a mortgage or charge over the parcel of Designated Land.

Remedy Proceeds, for a parcel of Designated Land, means an amount equal to:

- (a) all money received by the Financier (or by any Receiver appointed by it) from exercising or otherwise enforcing any Powers against the parcel of Designated Land; less
- (b) all Recovery Costs paid or incurred by the Financier (or by a Receiver appointed by it) in exercising or enforcing those Powers.

Second Security, for a parcel of Designated Land, means any mortgage or charge dated on or after the date of this document over the parcel of Designated Land in favour of the Corporation (including any charge created as permitted by section 19 of the Act).

Security Interest means any interest or right which secures the payment of a debt or other monetary obligation or the compliance with any other obligation. It includes any retention of title to any property and any right to set off or withhold payment of any deposit or other money.

Standstill Period, for a parcel of Designated Land, means, subject to clause 1.8, a period of 90 days (or such longer period as the Corporation and the Financier may agree in writing from time to time) from the date of first notification under clause 4.1 or clause 4.2.

Trigger Event means:

- (a) the Company states in writing that it is insolvent;
- (b) the Company's registration under the Act is cancelled;
- (c) the circumstances of section 24(1)(c) of the Act apply;
- (d) a community housing agreement to which the Company is a party is terminated by the Corporation; or
- (e) a Financier Enforcement Event occurs and the Financier has formed an intention to enforce, or to commence to enforce, a Financier Security.

1.2 Expressions defined in the Act

The following words or expressions have the meaning given to them by the Act:

- **community housing agreement;**

- **community housing provider;**
- **notice of intent to cancel registration;**
- **registered community housing provider;** and
- **Registrar.**

1.3 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) includes means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (e) a reference to:
 - (i) a person includes the person's successors, permitted assigns and persons substituted by permitted novation;
 - (ii) the Corporation includes the Corporation as reconstituted, renamed or replaced, and if its powers or functions are transferred to another entity, includes that new entity;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) time is to local time in Sydney;
 - (v) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties; and
 - (vi) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions.

1.4 Headings

Headings do not affect the interpretation of this document.

1.5 No limitations

Except as expressly provided in this document, nothing in this document:

- (a) limits or qualifies any Powers of the Corporation under the Act or under any community housing agreement to which the Corporation and the Company are parties; or

- (b) relieves the Company of any obligation or liability under the Act or under any community housing agreement to which the Corporation and the Company are parties.

1.6 Inconsistencies

In the event of any inconsistency between:

- (a) the provisions of this document and a Financier Security; or
- (b) the provisions of this document and any community housing agreement to which the Corporation and the Company are parties,

the provisions of this document will apply to the extent of the inconsistency.

1.7 Registrar

Nothing in this document prevents or precludes the Financier from making any complaint about the Company to the Registrar.

1.8 Standstill Period

If the Financier (or the Corporation on its behalf) makes a nomination under clause 4.3(b) and the procedures and actions in clause 4.3(b) and clause 4.3(c) are not duly completed or do not duly occur before the end of the Standstill Period, the Standstill Period will be taken to be extended for such additional period as is necessary to enable those procedures and actions to be duly completed and to duly occur. For the avoidance of doubt, the Corporation (on behalf of the Financier) is not permitted to make a further nomination during any extension period.

2 Order of priority

2.1 Priority

The Corporation acknowledges and agrees that:

- (a) a Financier Security secures the First Priority Amount;
- (b) a Financier Security is a first ranking security over the relevant parcel of Designated Land; and
- (c) any relevant Remedy Proceeds received by the Financier (or any Receiver appointed by it) can be applied in favour of the Financier, up to the First Priority Amount.

2.2 Second Security

If a Second Security now or in the future affects a parcel of Designated Land that is the subject of a Financier Security:

- (a) the Second Security ranks second, behind the Financier Security;
- (b) the priority in clause 2.2(a) applies despite anything which, but for clause 2.2(a), would affect that order of priority; and

- (c) the Financier and the Corporation must account to each other for all Remedy Proceeds (or equivalent moneys) received by it (or any Receiver appointed by it) to the extent necessary to give effect to clause 2.1 and clause 2.2(a).

3 Waiver and consent

3.1 Waiver and consent

- (a) Subject to the terms of this document, the Corporation consents to the creation by the Company of a mortgage or charge over a parcel of Designated Land in favour of the Financier.
- (b) The Financier:
 - (i) acknowledges the existence of the Corporation Interest in the parcel of Designated Land;
 - (ii) consents to the creation and registration of any Second Security in the parcel of Designated Land;
 - (iii) agrees that the existence of the Corporation Interest in the parcel of Designated Land and the creation and registration of any Second Security in the parcel of Designated Land are not, of themselves, a Financier Enforcement Event;
 - (iv) subject to the relevant parcel of Designated Land being subject to the terms of this document, agrees that it is not entitled to object to, and undertakes that it will not object to, the registration of the Corporation Interest in the parcel of Designated Land as contemplated by section 18(3) of the Act; and
 - (v) acknowledges that the Corporation is not liable or responsible in any way for, and that the Corporation has not made any representation or warranty of any nature regarding:
 - (A) the business, affairs, solvency or financial viability of, or the performance of obligations owed to the Financier by, the Company;
 - (B) the value of any Designated Land; or
 - (C) the repayment of any Relevant Loan.
- (c) The Financier consents to the Company providing any information to the Corporation from time to time in relation to:
 - (i) a Relevant Loan;
 - (ii) a Financier Security;
 - (iii) a Financier Enforcement Event or an event or circumstance that with the giving of notice or lapse of time would constitute a Financier Enforcement Event; and

- (iv) any matter or thing necessary to enable the Company or an officer of the Company to comply with a notice under section 23 of the Act.
- (d) The Corporation consents to the Company providing any information to the Financier from time to time in relation to a Second Security subject to usual privacy principles.

3.2 Information

- (a) The Financier must, on request by the Corporation reasonably made from time to time, inform the Corporation of the amount of the principal, interest and other money actually or contingently owing by the Company to the Financier and which are secured by a Financier Security.
- (b) The Company, after receipt from the Financier of any notice of default or demand to pay any money under a Financier Security, must as soon as practicable give a copy of that notice to the Corporation.
- (c) On request reasonably made by the Financier from time to time, the Corporation must provide information related to a Second Security including the terms of the Second Security and the amount actually or contingently owing by the Company to the Corporation and which are secured by the Second Security.

3.3 Company must co-operate

The Company must co-operate in the implementation of the transactions contemplated by this document. The Company must as soon as practicable execute all documents and do all things that the Corporation from time to time reasonably requires to protect and preserve and to enable the exercise of the Corporation's Powers under this document and otherwise to give effect to the matters contemplated by this document, including clause 4.

3.4 Company's obligations not affected

- (a) The liabilities and obligations of the Company and the respective Powers of the Corporation and the Financier against the Company under or in relation to a Financier Security or any Second Security are not affected by:
 - (i) this document, other than as expressly provided in it; or
 - (ii) the failure of the Corporation or the Financier (as the case may be) to comply with the terms of this document.
- (b) The Company acknowledges that this document is intended only to benefit the Corporation and the Financier.

4 Trigger Event regime

4.1 Notification by Corporation

The Corporation must as soon as practicable notify the Financier in writing upon becoming aware of the occurrence of any of the events in paragraphs (a), (b), (c) or (d) of the definition of Trigger Event.

4.2 Notification by Financier

The Financier must as soon as practicable notify the Corporation in writing:

- (a) upon becoming aware of the occurrence of the event in paragraph (a) of the definition of Trigger Event; or
- (b) with reasonable details, upon becoming aware of the occurrence of the event in paragraph (e) of the definition of Trigger Event.

The Financier is not required to give a separate notice under clause 4.2(a) if the subject matter of such a notice is covered by a notice given under clause 4.2(b).

4.3 Consequences

- (a) If a Trigger Event occurs, the Financier may go into possession or may appoint a Receiver under a Financier Security but, except as permitted by this clause 4.3, the Financier and any Receiver appointed by it must not sell, transfer or otherwise dispose of, or attempt to sell, transfer or otherwise dispose of, the parcel of Designated Land before or during the Standstill Period. For the avoidance of doubt, the Financier as mortgagee in possession or a Receiver appointed under a Financier Security may from the time of going into possession or from appointment (as the case may be) until such time as it ceases to be in possession or its appointment ends (as the case may be) collect all rent payments from tenants of the parcel of Designated Land.
- (b) As soon as practicable after the commencement of the Standstill Period, the Financier must use reasonable endeavours to nominate to the Corporation in writing one or more Acceptable CHP in whose favour the Corporation might wish to consider exercising the Corporation's Powers under section 24(2)(a) of the Act. If the Financier fails to make a nomination within 7 days of the commencement of the Standstill Period, the Corporation may make a nomination on the Financier's behalf (and the Corporation must advise the Financier in writing of the nomination). The Financier may from time to time seek guidance from the Corporation as to the identity of an Acceptable CHP. In making a nomination of a registered community housing provider as an Acceptable CHP, the Financier must use reasonable endeavours to consult with the Corporation and must have due regard to any material concerns stated by the Corporation. Following such a nomination, the Financier must as soon as practicable and in good faith seek credit and other internal approvals for the Relevant Loan to be novated to or to be refinanced for the benefit of the Acceptable CHP. The Financier must not decline to

give credit or other approvals solely on the basis that the Financier no longer wishes to finance registered community housing providers. Except for the preceding sentence, nothing requires the Financier to act contrary to its internal policies or credit procedures. The Financier must as soon as practicable notify the Corporation in writing whether credit and other internal approvals have or have not been obtained. If credit and other internal approvals are not obtained, the Financier, if requested in writing by the Corporation, must certify that the procedures and requirements of this clause 4.3(b), as they relate to the Financier, have been complied with.

- (c) If credit and other internal approvals as referred to in clause 4.3(b) are obtained, the Financier and the relevant Acceptable CHP must as soon as practicable enter into such documentation as is necessary to bring about the novation or refinancing, as well as (and contemporaneously) a document (to which the Corporation is also a party) that is the same or substantially the same as this document. The novation or refinancing documentation must be prepared by or on behalf of the Financier and the Financier must act reasonably in so doing. The entry into of the novation or refinancing documentation has the effect, as between the Corporation and the Financier, of permanently waiving the Trigger Event (but without prejudice to any obligations and liabilities of the Company owed to the Corporation or to the Financier) and the Financier must terminate the enforcement of a Financier Security (as it relates to the parcel of Designated Land) and must terminate its possession or must withdraw the appointment of any Receiver (as the case may be).
- (d) If credit and other internal approvals as referred to in clause 4.3(b) are not obtained, the process in clause 4.3(b) may be repeated during the Standstill Period as often as the Corporation sees fit and the Financier (or the Corporation on its behalf) must as soon as practicable make further nominations of one or more Acceptable CHP.
- (e) Nothing in this document (including under clause 5.1) limits the Powers of the Corporation during the Standstill Period to give an instruction under section 24(2)(a) that the parcel of Designated Land is to be transferred to the Corporation. It is the Corporation's intention that its Powers for such a transfer only be exercised if a novation or refinancing as referred to in clause 4.3(c) cannot be effected or implemented within the contemplated timeframes referred to in this clause. At the time of, or as soon as practicable after, the transfer, the Corporation must pay the Financier the First Priority Amount and simultaneously the Financier must give a full release and discharge of a Financier Security as it relates to the parcel of Designated Land.
- (f) If:
 - (i) during the Standstill Period, the Corporation does not give an instruction under clause 4.3(e) or no nomination is made under clause 4.3(b); or

- (ii) in circumstances where clause 4.3(b) applies and a nomination is made, by the end of the Standstill Period, credit and other internal approvals as referred to in clause 4.3(b) are not obtained,
then, subject to clause 4.3(k), the Financier or any Receiver appointed by it may sell, transfer or otherwise dispose of the parcel of Designated Land as it sees fit, subject only to the requirement that the Remedy Proceeds are accounted for in accordance with this document. If the Financier or any Receiver appointed by it requires that the parcel of Designated Land to be in a state of vacant possession and has notified the Company of this requirement, then the Company must as soon as practicable after the end of the Standstill Period cause the parcel of Designated Land to be in a state of vacant possession.
- (g) Prior to and during the Standstill Period, the Financier and any Receiver appointed by it must not at any time interfere with the quiet enjoyment of any tenant or occupier of a parcel of Designated Land.
- (h) The Corporation, in its absolute discretion, may consent in writing to a sale, transfer or other dealing of a parcel of Designated Land by the Financier or a Receiver appointed by it during the Standstill Period.
- (i) If a sale, transfer or other dealing of a parcel of Designated Land is permitted by this clause 4.3, the Corporation, upon written request by the Financier, must as soon as practicable:
 - (i) give a full release and discharge of any Second Security as it relates to the parcel of Designated Land; and
 - (ii) give a relevant notice or make a relevant application to the Registrar-General for the purposes of sections 18(5) and 18(6) of the Act.
- (j) The Corporation agrees with the Financier that if clause 4.3(b) applies, the Corporation will not give any instruction under section 24(2)(a) of the Act that is inconsistent with the regime that is intended by clause 4.3(b).
- (k) If a Financier Security applies to more than one parcel of Designated Land and the Company or the Corporation considers that not all those parcels are required to be sold, transferred or otherwise dealt with by the Financier and any Receiver appointed by it in order for the Financier to recover the First Priority Amount, then the Financier will consider in good faith any request by the Company or by Corporation for the Company to be relieved of its obligations under clause 4.3(f) to cause the parcel of Designated Land to be in a state of vacant possession in respect of specified parcels of Designated Land. Any relief granted by the Financier may be expressed to be on the basis that the Financier may revoke that relief if required to ensure that the Financier recovers the First Priority Amount.
- (l) The Corporation agrees with the Financier that if requested in writing by the Financier the Corporation will provide all reasonable assistance to the Financier or the Receiver (as the case may be) to achieve an orderly

transition of tenants of the parcel of Designated Land to other dwellings to enable the parcel of Designated Land to be in a state of vacant possession but without the Corporation assuming any responsibility or liability whatsoever for the relocation of tenants or for causing the parcel of Designated Land to be in a state of vacant possession.

5 Rights and obligations of the Corporation and the Financier

5.1 Enforcement of Securities

- (a) Subject to clause 4.3, the Financier may exercise its Powers under a Financier Security to recover payment of the money secured by it at any time and in any manner that the Financier thinks fit.
- (b) If a Financier Security or any Second Security become enforceable, the Financier or the Corporation (as the case may be) may determine in its absolute discretion the extent (if any) to which it will have recourse to a Financier Security or any Second Security (as the case may be) and the extent (if any) to which it will have recourse to any other source which may be available to it.
- (c) As between the Company and the Corporation and as between the Company and the Financier, nothing in this document requires the Corporation or the Financier (as the case may be) to exercise, or prevents it from exercising, any of its Powers.
- (d) Any enforcement action by the Financier (including any enforcement action taken by any Receiver appointed under a Financier Security) takes precedence over any enforcement action by the Corporation.
- (e) The Corporation must not enforce any Second Security during the period under clause 4.3 that the Financier is unable to enforce, or is restricted in its enforcement of, a Financier Security.

5.2 Notification of action taken

- (a) If the Financier takes action to enforce a Financier Security before or, subject to clause 4.3, during the Standstill Period it must give written notice of such action to the Corporation. Such notice must be given before any such action is taken.
- (b) The Financier must, on request by the Corporation reasonably made from time to time, inform the Corporation of any action taken by it in enforcing its Powers under a Financier Security.
- (c) If the Corporation takes action to enforce any Second Security, it must give written notice of such action to the Financier. Such notice must be given at least 5 Business Days before any such action is taken.

5.3 Insurance proceeds

- (a) Subject to clause 5.3(b), any insurance proceeds paid by any insurer for any parcel of Designated Land must be applied by the Financier in or towards the reinstatement of or repairs to the dwelling(s) on the parcel of Designated Land.
- (b) The Corporation may agree in writing that the insurance proceeds are to be applied in reduction of amounts secured under a Financier Security or any Second Security in the order of priority conferred by clause 2.
- (c) The Company must do all things in its power or control to give effect to the matters contemplated by clauses 5.3(a) and 5.3(b), including giving any notice or document to any insurer.

5.4 Section 24(2)(a) acknowledgment

The Corporation and the Financier acknowledge that any transfer of a parcel of Designated Land in accordance with section 24(2)(a) of the Act will be subject to a Financier Security, any Second Security and the Corporation Interest.

6 Assignment

6.1 Assignment

- (a) Subject to clause 6.1(b), the Financier must not transfer, assign or otherwise deal with its interest under a Financier Security or under this document unless the transferee, assignee or other person acquiring the interest first enters into a deed with the Corporation (in such form as the Corporation reasonably requires) by which it undertakes to be bound by the terms of this document to the same extent as the Financier.
- (b) Clause 6.1(a) does not apply where:
 - (i) the transfer, assignment or dealing is for the purposes of or results from the enforcement of a Financier Security; or
 - (ii) the transfer, assignment or other dealing is done in connection with a securitisation and the Financier continues to be bound to perform all its obligations under this document.

6.2 Disclosure of information

The Financier may disclose to any transferee, assignee or other person acquiring an interest in a Financier Security all information about the Company and this document which the Financier thinks appropriate subject to usual privacy principles.

7 General

7.1 Amendment

This document may only be varied or replaced by a deed executed by the parties.

7.2 Waiver and exercise of rights

- (a) A right in favour of the Corporation or the Financier under this document or a breach of an obligation of the Company under this document can only be waived by an instrument executed by the Corporation or the Financier (as the case may be). No other act, omission or delay of the Corporation or the Financier constitutes a waiver binding, or estoppel against, the Corporation or the Financier (as the case may be).
- (b) A single or partial exercise or waiver by the Corporation or the Financier of a right relating to this document will not prevent any other exercise of that right or the exercise of any other right.
- (c) The Corporation, the Financier and their respective officers, employees, contractors and agents are not liable for any loss, cost or expense of the Company caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

7.3 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

7.4 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

8 Notices

8.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an officer, attorney or authorised representative of the sender.

8.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current address for notices;
- (c) sent to the party's current address for notices by pre-paid ordinary mail;
or
- (d) sent by fax to the party's current fax number for notices.

8.3 Address for service

- (a) The initial particulars for service are:

Corporation:

Address:

Fax:

Attention:

Financier:

Address:

Fax:

Attention:

Company:

Address:

Fax:

Attention:

- (b) Each party may from time to time change its particulars for service by notice to each other party.

8.4 Communications by post

Subject to clause 8.6, a communication that is posted is given three Business Days after posting.

8.5 Communications by fax

Subject to clause 8.6, a communication is given if sent by fax when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

8.6 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
(b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

8.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this clause 8 or in accordance with any applicable law.

Schedule 1

Financier Security and Designated Land

Mortgage(s) by the Company in favour of the Financier over the properties listed in the table below which properties are Designated Land for the purposes of this document:

No.	Title Reference	Property Address
1.		
2.		
3		
4		
5		
6		
7		
8		
9		

10		
11		

Schedule 2

First Priority Amount

Aggregate Maximum of \$

Relevant Loan

Dated ##### 201# between the Financier and the Company for a Business Loan with a Facility Limit of \$

Executed as a deed.

**Signed, sealed and delivered by New)
South Wales Land and Housing)
Corporation** in the presence of

.....
Signature of witness

.....
Name of witness (print in FULL)

.....
Signature of Chief Executive of Housing
NSW or delegate

.....
Name (print in FULL)

Executed under section 127 of the)
Corporations Act 2001 by)

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print in FULL)

.....
Director

.....
Name of Director (print in FULL)

Executed by the pursuant to Power of Attorney
registered Book No. by its attorney
who states they have no notice of revocation of
the said power of attorney in the presence of:

Witness signature _____

Witness NAME

Attorney signature

Attorney NAME

Attorney POSITION