



Level 6, 140 William Street  
East Sydney NSW 2011  
T 02 9357 5371  
F 02 9357 5380  
E strata@lannock.com.au  
www.lannock.com.au

1<sup>st</sup> May 2015

The Owners - SP 69259  
c/- Strata Plus  
Level 2, 80 Cooper Street  
Surry Hills NSW 2010

Dear Secretary

**Your unsecured \$800,000.00 funding facility**

We are pleased to propose an unsecured funding facility of \$800,000.00 for the purposes outlined in the enclosed documents. With this letter please find the required documents for your consideration. If you wish to take up this facility, please print and execute the facility documents and return them, with schedules 1 and 2, to us within 60 days of the date of our invitation (we may agree a longer period). You must also keep a copy of the executed documents and schedules for yourself.

Before returning any documents, please ensure that:

1. You have read and understood the Facility Agreement, the Terms and Conditions, the Information Statement and the Credit Guide;
2. You have considered and approved the proposed funding facility in accordance with all applicable rules and regulations;
3. You have completed the resolution by the general meeting (Schedule 1, page 8) and had it signed by two people authorised by the general meeting, one of whom should be the secretary;
4. The Facility Agreement has been properly executed by affixing the common seal of the Strata Corporation in the presence of two authorised witnesses (page 7); and
5. You have completed the Direct Debit Request Form (Schedule 2, page 9).

Please return the completed and executed documents to:

Lannock Capital 2 Pty Ltd  
Level 6, 140 William Street  
East Sydney NSW 2011

We will review your offer to borrow from us when you send the documents (and any other documents referred to in clause 4 that we request) to us. If we accept your offer, we will sign a copy of the Facility Agreement and notify you in writing (usually via email) that your offer has been accepted. Subject to the terms of the facility, we will then lend to you each time you send us a completed Drawdown Instruction (Schedule 3, page 10).

**PLEASE NOTE:** *If you are unsure about anything in the documents or about the rules and regulations you must comply with, you should seek independent legal advice before executing and returning any documents to us.*

Yours sincerely

A handwritten signature in black ink, appearing to read "Paul Morton", written over a light blue horizontal line.

Paul Morton  
CEO  
Lannock Capital 2 Pty Ltd



LANNOCK

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# FACILITY AGREEMENT

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**\$800,000.00**

Multi-Drawdown Facility (MDF)

**Lannock Capital 2 Pty Ltd ACN 153 391 283**

Australian Credit Licence No 412905

Reference: 2.07

Release Date: 2/10/13

## FACILITY AGREEMENT

### 1. Financial Table

1.1 Amount of Credit																															
Amount of Credit	The maximum amount of credit under this Funding Facility is \$800,000.00.																														
To whom it is to be paid	Each Advance will be paid to the Strata Corporation's bank account as specified in each Drawdown Instruction.																														
1.2 Annual Percentage Rate																															
Annual Percentage Rate	<p>The Annual Percentage Rate in relation to each Advance will be the Variable Rate or, during a Fixed Rate Period, the Fixed Rate.</p> <p><b>Variable Rate:</b> The Variable Rate for an Advance will be the Strata Reference Rate that is applicable from time to time; plus the Variable Premium that is applicable at the time of the Advance (or, where applicable, at the time a Fixed Rate Period ends) for the Amount of Credit and the term of the Advance; plus a credit margin of 0%.</p> <p>The Variable Rate as at the Disclosure Date is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Term of Advance (years)</th> <th style="text-align: center;">1</th> <th style="text-align: center;">2</th> <th style="text-align: center;">3</th> <th style="text-align: center;">4</th> <th style="text-align: center;">5 or more</th> </tr> </thead> <tbody> <tr> <td>Variable Rate</td> <td style="text-align: center;">9.70%</td> <td style="text-align: center;">8.50%</td> <td style="text-align: center;">8.40%</td> <td style="text-align: center;">8.25%</td> <td style="text-align: center;">8.25%</td> </tr> </tbody> </table> <p><b>Fixed Rate:</b> The Fixed Rate for an Advance that will apply during any Fixed Rate Period will be the aggregate of the Variable Rate and the Fixed Premium that is applicable on the first day of the Fixed Rate Period for the term of the Fixed Rate Period. The Fixed Rate that applies to an Advance will not change during the Fixed Rate Period.</p> <p>The Fixed Rate as at the Disclosure Date is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Term of Advance (years)</th> <th style="text-align: center;">1</th> <th style="text-align: center;">2</th> <th style="text-align: center;">3</th> <th style="text-align: center;">4</th> <th style="text-align: center;">5 or more</th> </tr> </thead> <tbody> <tr> <td>Fixed Rate for 1 year</td> <td style="text-align: center;">10.01%</td> <td style="text-align: center;">8.81%</td> <td style="text-align: center;">8.71%</td> <td style="text-align: center;">8.56%</td> <td style="text-align: center;">8.56%</td> </tr> <tr> <td>Fixed Rate for 2 years</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">8.80%</td> <td style="text-align: center;">8.70%</td> <td style="text-align: center;">8.55%</td> <td style="text-align: center;">8.55%</td> </tr> </tbody> </table> <p><b>Strata Reference Rate:</b> The Strata Reference Rate can be obtained by telephoning us during business hours. The Strata Reference Rate is an indicator rate that may vary daily in line with market and economic conditions.</p> <p>The Strata Reference Rate as at the Disclosure Date is 9.5%pa.</p>	Term of Advance (years)	1	2	3	4	5 or more	Variable Rate	9.70%	8.50%	8.40%	8.25%	8.25%	Term of Advance (years)	1	2	3	4	5 or more	Fixed Rate for 1 year	10.01%	8.81%	8.71%	8.56%	8.56%	Fixed Rate for 2 years	n/a	8.80%	8.70%	8.55%	8.55%
Term of Advance (years)	1	2	3	4	5 or more																										
Variable Rate	9.70%	8.50%	8.40%	8.25%	8.25%																										
Term of Advance (years)	1	2	3	4	5 or more																										
Fixed Rate for 1 year	10.01%	8.81%	8.71%	8.56%	8.56%																										
Fixed Rate for 2 years	n/a	8.80%	8.70%	8.55%	8.55%																										
1.3 Calculation of Interest Charges																															
Maximum interest free period	There is no interest free period.																														
Method of calculation of interest charges	<p>We divide the Annual Percentage Rate that applies to each Advance by 365 to get a daily percentage rate.</p> <p>For each Advance, we calculate interest charges on a daily basis by applying the applicable daily percentage rate to the Daily Balance during the term of the Advance (except that the Default Rate applies to any amount included in a Daily Balance that has not been paid by its due date until it is paid).</p> <p>Interest is payable in arrears on each Payment Date for the period commencing on the previous Payment Date (or the Settlement Date for the first interest period) and ending on the day before the Payment Date (including both days).</p>																														
Frequency of interest charges	Monthly.																														
1.4 Total Amount of Interest Charges Payable																															
Total amount of interest charges payable	Not ascertainable at the Disclosure Date. The interest charges payable for each Advance will depend on the amount, term and Annual Percentage Rate of each Advance.																														

<b>1.5 Payments</b>		
Amount of each Payment	<p>Not ascertainable at the Disclosure Date. The total of all Payments in relation to an Advance is the amount required to:</p> <p>(a) repay that Advance in full by Monthly instalments over the term selected by the Borrower in the Drawdown Instruction for that Advance; and</p> <p>(b) yield interest calculated daily on that portion of the Advance which is outstanding from time to time during that term at the applicable Annual Percentage Rate.</p> <p>The formula that is used to calculate the repayments is:</p> $PMT = [A \times i \times (1 + i)^n] / [(1 + i)^n - 1]$ <p>Where:</p> <p>PMT = the monthly payment for the Advance;</p> <p>A = the amount of the Advance;</p> <p>i = the monthly interest rate applicable to the Advance; and</p> <p>n = the remaining term of the Advance in months.</p> <p>The variables in this formula are reset and the monthly payment recalculated as appropriate to reflect any changes in the applicable Annual Percentage Rate.</p> <p>During an Interest Only Period, the amount of each Payment will be an amount equivalent to the interest calculated on that portion of the Advance which is outstanding from time to time during that month at the applicable Annual Percentage Rate.</p>	
Number of Payments	Not ascertainable at the Disclosure Date. The number of Payments for each Advance will depend on the term selected by the Borrower for that Advance in the Drawdown Instruction, the Interest Only Period (if selected) and the frequency of Payments.	
Total amount of Payments	Not ascertainable at the Disclosure Date. The total amount of Payments for each Advance will depend on the amount, term and Annual Percentage Rate applicable to that Advance and whether the Borrower requests an Interest Only Period.	
When Payments are to be made	<p>(a) The first Payment for an Advance is due in the first month following the Settlement Date on either the same day as the Settlement Date in that month or the last day of that month, whichever occurs first.</p> <p>(b) Subsequent Payments for an Advance are due each following first month on either the same day as the first Payment Date in respect of that Advance in that month or the last day of the month, whichever occurs first, until all amounts payable in respect of the Advance have been paid in full.</p>	
Frequency of Payments	Monthly for each Advance.	
<b>1.6 Credit Fees and Charges – payable as part of the Balance when debited to an Account</b>		
<b><i>Fee / Charge</i></b>	<b><i>When Payable</i></b>	<b><i>Amount or Method of Calculation</i></b>
<b>1.6.1 Approval Fee</b>		
Loan approval fee	When we advise the Borrower we have approved the Facility.	\$600.00
<b>1.6.2 Other Fees and Charges</b>		
Line fee	Monthly in advance from the day we advise the Borrower we have approved the Facility.	\$0.00
Settlement fee	When the Borrower draws each Advance under the facility.	\$0.00
Audit certificate fee	When the Borrower requests us to provide information for the purposes of an audit of its accounts.	\$50.00
Document handling fee	When the Borrower requests us to provide copies of this Facility Agreement or any related document for any purpose or requests us to sign any document.	\$50.00

Document handling out of pocket expenses fee	When we pay or are required to pay these expenses.	The amount of all out of pocket expenses incurred by us for document handling.
Valuation fee	When we pay or are required to pay this fee.	The amount which we incur or have to pay a valuer as a result of any matter relating to this Funding Facility or to a variation of this Funding Facility.
Legal costs and disbursements	When we pay or are required to pay these costs and disbursements.	The amount of legal costs and disbursements which we incur or have to pay our solicitors as a result of any matter relating to this Funding Facility, including a variation or discharge of this Funding Facility.
Non-scheduled settlement date fee	This fee is payable for each Advance made on a date other than a Preferred Settlement Date.	\$250.00
Direct Debit change of account fee	This fee will be debited to an Account when the Borrower advises us of changes in the Direct Debit arrangements.	\$50.00
Dishonour fee	This fee will be debited to an Account when an attempt by us to make a Direct Debit or receive a payment in any form is declined or dishonoured.	\$50.00
Arrears fee	This fee will be debited to an Account in respect of each Payment that is not made within 7 days of the relevant Payment Date: (a) on or after the 7th day after the relevant Payment Date; and (b) to the extent any amount remains unpaid, on or after the 7th day after each subsequent Payment Date.	\$50.00
Fee for extending the Availability Period	This fee is payable if the Borrower applies to extend the Availability Period and we approve the extension.	\$250.00
Fee for electing a Fixed Rate Period	This fee will be debited to an Account when the Borrower elects to a Fixed Rate Period beginning on any date other than the initial Settlement Date of the Advance.	\$250.00
Early termination fee	This fee is payable by the Borrower at the same time that it makes an early Payment that terminates an Advance.	\$0.00; plus, if the Advance is at a Fixed rate, our estimate of the loss which we will incur because we are no longer entitled to interest on the amount the Borrower repays early (the " <b>Relevant Amount</b> ")*.
	<p>* Advances at a variable rate are not subject to this estimate of loss. For Advances which are subject to a Fixed Rate Period at the time of termination, we will in good faith calculate the estimated loss referred to above as the net present value of the difference between:</p> <p>(i) the interest that would have been otherwise payable under the Advance in respect of the Relevant Amount for the remainder of the Fixed Rate Period; and</p> <p>(ii) interest on the Relevant Amount for the remainder of the Fixed Rate Period calculated using an Annual Percentage Rate determined with reference to the mid-market swap rate quoted by Reuters at or about 11.00am on the date of early Payment (the "<b>Swap Rate</b>") for transactions with the shortest interest payment frequency and for a term most nearly corresponding to the remainder of the Fixed Rate Period.</p> <p>The Swap Rate is a rate that we obtain from rates published daily in the financial markets. If on the day we calculate the early termination fee there is no published Swap Rate then we may select such alternative rate that we determine in good faith to be the nearest equivalent rate to the Swap Rate. Our certificate to the Borrower as to the relevant Swap Rate is to be taken as conclusive proof of this rate unless it is manifestly wrong.</p>	

<b>1.6.3 Total Credit Fees and Charges</b>	
Total Credit Fees and Charges	\$600.00. This amount is correct to the extent ascertainable at the Disclosure Date and is calculated on the assumption that the Borrower will make all Payments under this Funding Facility at the required times.
<b>1.7 Parties</b>	
Borrower	The Owners - SP 69259, c/- Strata Plus, Level 2, 80 Cooper Street, Surry Hills NSW 2010.
Credit Provider	Lannock Capital 2 Pty Ltd (ACN 153 391 283) of Level 6, 140 William Street, East Sydney NSW 2011.
<b>1.8 Changes Affecting Interest, Payments and Credit Fees and Charges</b>	
<p>We may change the Strata Reference Rate, the Variable Premium, and/or the Fixed Premium at any time without the Borrower's consent.</p> <p>Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances.</p> <p>If an Advance is subject to a Fixed Rate Period, then any change to the Strata Reference Rate or the Variable Premium or the Fixed Premium will not affect the rate applicable to that Advance during that Fixed Rate Period. It will, however, affect that Advance at the expiry of the Fixed Rate Period and any future Advances that are subject to a Fixed Rate Period.</p> <p>We may change the amount of the Payments for an Advance that is subject to a Variable Rate at any time without the Borrower's consent. We will notify the Borrower of any such change in accordance with clause 16 of the Terms and Conditions.</p>	
<b>1.9 Statements of Account</b>	
Frequency of statements	Quarterly.
<b>1.10 Default Rate</b>	
This Funding Facility is a contract under which a Default Rate of interest may be charged when payments are in default.	
Default Rate	The Default Rate in relation to each Advance made under this Funding Facility will be the Annual Percentage Rate applicable to that Advance plus a margin of 4.00%pa. The Annual Percentage Rate is described in item 1.2 of this Financial Table.
How the Default Rate is applied	We calculate and apply interest on a daily basis at the Default Rate on any amount included in the Balance of an Account that has not been paid by its due date for the period from the due date to the date of payment of that amount.
<b>1.11 Enforcement Expenses</b>	
Enforcement expenses may become payable by the Borrower under this Funding Facility in the event of a breach.	
<b>1.12 Date of Disclosure</b>	
Disclosure Date	The information in this Facility Agreement is correct as at 1st May 2015.
<b>1.13 Other Information</b>	
This Facility Agreement does not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Terms and Conditions, the Information Statement and the Credit Guide, copies of which are attached to this Facility Agreement.	

## 2. Other Details

<b>2.1 Purpose of Funding Facility</b>	
Purpose of Funding Facility	The purpose of the Funding Facility is to assist the Borrower to meet expenditure that it is permitted by law to incur.
Property	2 Powell Street, Waterloo NSW 2017.

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### 3. Special Expressions

Some words and expressions used in this Facility Agreement have special meanings. Those special meanings are in clause 1 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", "our" and "we"), it begins with a capital letter.

### 4. Special Conditions

The following special conditions apply to the Funding Facility:

- (a) You authorise us (or our agent) to make investigations on any matter about or related to your creditworthiness; including to contact any government agency, your Strata Manager, insurer, auditors, accountants, debt collection agents, consultants, contractors, advisers and lawyers. You authorise these parties to provide us with any information we request and you authorise us to receive information from them and to make copies of books and records. You certify that the information provided will be true and correct. You authorise us to contact you and your members with information on our products and services. You agree that we may refer to the property and this funding in our marketing and promotions (including publishing images and text on our website and in newsletters and case studies). You agree to display (and authorise your contractor display) one or more signs provided by us on any hoardings, fencing or walls advising that the works are funded by us.
- (b) The Borrower must (and authorises any of its members and its Strata Manager to) provide us promptly upon request prior to and during the term of any Advance:
  - 1. copies of its latest annual financial statements prepared in accordance with Legislation including details of levies and current levies in arrears;
  - 2. a copy of the certificate of title and any associated documents;
  - 3. copies of tax and other returns;
  - 4. copies of budgets and financial projections;
  - 5. copies of architectural, engineering and building consulting reports;
  - 6. copies of the notice of meeting, agenda or minutes of any general meeting or any Committee meeting;
  - 7. a s109 certificate on any of the lots and a copy of its constitution and other constituent documents and any licence, lease or other agreement regarding occupancy or use of the Property;
  - 8. a copy of the current Strata Roll of current members of the corporation and their contact details including the lot number, unit entitlement, postal addresses, email addresses and phone numbers and those of any tenants or mortgagees;
  - 9. names and contact details of current members of its Committee including postal addresses, email addresses and phone numbers;
  - 10. an insurer's certificate or other acceptable evidence of its building and other insurances;
  - 11. a copy of your policies and processes regarding levies in arrears including details of any specific actions underway;
  - 12. information about any litigation either past, current or pending involving the Borrower;
  - 13. a copy of any applications or representations to government bodies, tribunals and courts;
  - 14. a deposit form, statement or other evidence acceptable to us of its bank account details for direct payment;
  - 15. a copy of any agreement between the Borrower and any contractor or provider of capital works or services which are the subject of funding;
  - 16. name, contact details and documents of appointment of or contract or agreement with its Strata Manager, management company, accountants, auditors, consultants, advisers and lawyer;
  - 17. a copy of the appointment and delegation of the Strata Manager; and
  - 18. a copy of your maintenance plan, sinking fund plan or capital budget.
- (c) The Borrower must, if not prohibited by the Legislation, invite us to attend any general meeting or Committee meeting if we request.
- (d) The Borrower must not:
  - (i) incur any financial indebtedness (other than under the Funding Facility, under any contract related to the purpose for which Advances under the Funding Facility are intended to be used, or in the ordinary course of the Borrower's day-to-day operations); or

- 
- (ii) provide security or allow any other encumbrance to exist over its assets (both personal and common), without our prior written consent.
- (e) If any of the Borrower's details or circumstances change, for whatever reason, the Borrower must give us written notice within 14 days of the change taking effect, including, without limitation, if:
- (i) the Borrower changes its name or address;
  - (ii) the Borrower changes its rules, bylaws or constituent documents or any other document in a manner which is material to this Funding Facility;
  - (iii) a new Strata Manager is appointed, an existing Strata Manager ceases to act or the Strata Manager's contact details change;
  - (iv) the Property ceases to be insured as required by the Legislation;
  - (v) any material detail in respect of the Property changes;
  - (vi) an application is made to a court or other body for termination of the strata scheme; or
  - (vii) the Borrower's ability to comply with its obligations under this Funding Facility is adversely affected.
- (f) If there is a proposal to amend any document in relation to the Borrower that is registered with a public authority, for whatever reason, the Borrower must give us written notice within 14 days of becoming aware of the proposal.
- (g) The Borrower represents and warrants that, as at the date of signing this Facility Agreement:
- (i) it has not granted security over any of its assets (including both personal and common property) other than those notified to us; and
  - (ii) the financial accounts (and any other financial information) provide an accurate reflection of the financial position of the Borrower.



Lannock Capital 2 Pty Ltd (ACN 153 391 283)  
by an authorised officer

Date: 1st May 2015



# OFFER AND RECEIPT

The Borrower has received a copy of this Facility Agreement, the attached Terms and Conditions and the prescribed Information Statement. The Borrower agrees to the terms and conditions of, and offers to borrow from the Credit Provider under, this Facility Agreement.

## IMPORTANT

### BEFORE THE BORROWER SIGNS

- READ THIS CONTRACT DOCUMENT so that the Borrower knows exactly what contract it is entering into and what it will have to do under the contract.
- The Borrower should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT".
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything the Borrower does not understand.

### THINGS THE BORROWER MUST KNOW

- The Borrower can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, the Borrower is bound by it. However, the Borrower may end the contract before it obtains credit by advising the Credit Provider in writing, but it will still be liable for any fees or charges already incurred.
- The Borrower **does not** have to take out consumer credit insurance unless it wants to.
- If the Borrower takes out insurance, the Credit Provider cannot insist on any particular insurance company.
- If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate) and the repayments without the Borrower's consent.
- If this contract document says so, the Credit Provider can charge a fee if the Borrower pays out its contract early.

Executed by the Borrower

THE COMMON SEAL of )  
The Owners - SP 69259 )  
(the Borrower) )  
was affixed to this Facility Agreement )  
in the presence of: )

Secretary  
(or other person authorised by the Meeting)

member  
(or other person authorised by the Meeting)

Print Name: .....

Print Name: .....

Date: .....

Date: .....

Please note that the Terms and Conditions and prescribed notice should be attached to this Facility Agreement. If the Borrower has not received the Terms and Conditions or prescribed notice, it should ask for a copy by writing to Lannock Capital 2 Pty Limited (ACN 153 391 283), Level 6, 140 William Street, East Sydney NSW 2011.

The Borrower should keep the additional copies of this Facility Agreement, including the attached copies of the Terms and Conditions and prescribed notice, for its records.

**Office Use Only:** The Credit Provider, by signing below, accepts the Borrower's offer to borrow in accordance with the terms of the Facility Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

.....  
Lannock Capital 2 Pty Ltd (ACN 153 391 283)  
by an authorised officer

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**SCHEDULE 1**

**Certificate – General Meeting**

To: Lannock Capital 2 Pty Limited (ACN 153 391 283)  
Level 6, 140 William Street, East Sydney NSW 2011

We hereby certify that at a duly convened meeting of the Members of The Owners - SP 69259 (the “**Strata Corporation**”) held on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ the following resolutions were passed in accordance with all applicable rules and regulations affecting the Strata Corporation:

1. That the Strata Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Strata Corporation’s obligations to [*describe purpose of loan*].
  
2. That the Strata Corporation’s seal be affixed to the loan contract in the presence of (please tick):
  - at least 2 executive committee members, 1 of whom must be the chairperson or secretary; or
  - Strata Manager and one member of the committee; or
  - Strata Manager alone.
  
3. That the Strata Corporation acknowledges the following things:
  - (a) a copy of the proposed loan contract, the terms and conditions and a prescribed notice, was tabled at the meeting;
  - (b) the maximum amount of credit available under the loan contract is \$800,000.00;
  - (c) members of the Strata Corporation approve the raising of additional levies to ensure the Strata Corporation can perform its obligations in relation to each advance under the loan contract; and
  - (d) a drawdown instruction may be signed by (please tick):
    - Any two members of the executive Committee; or
    - The Strata Manager and one member of the Committee; or
    - The Strata Manager alone.

Signed:

\_\_\_\_\_  
Secretary  
(or other person authorised by the Meeting)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
member  
(or other person authorised by the Meeting)

\_\_\_\_\_  
(print name)

Dated:        /        /

SCHEDULE 2

The Owners - SP 69259

Direct Debit Request Form

Strata Corporation's Authority

By signing this document on behalf of The Owners - SP 69259 (Borrower) we authorise the Credit Provider or its Agent Debit User Number 447531 (Debit User), to debit the Borrower's account detailed below, through the Bulk Electronic Clearing System, with any amount the Borrower must pay Lannock Capital 2 Pty Ltd (Credit Provider) when due under the arrangement the Borrower has entered into with the Credit Provider on or about the date of this Direct Debit Request (Facility Agreement). This Direct Debit Request is to remain in force until further notice in writing and is governed by the terms of the Bulk Electronic Clearing System and the Direct Debit Provisions of the Facility Agreement.

Details of the Borrower's Bank Account to be debited

Financial Institution Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account Name: \_\_\_\_\_

Table with BSB Number and Account Number columns and grid cells.

Borrower declaration

By signing this Direct Debit Request we declare that:

- List of borrower declarations regarding account verification, accuracy of information, and notification of changes.

When signing this Direct Debit Request

- List of instructions for signing the form, including filling in blank spaces and ensuring authorized signatory.

Authorized Signatory

Authorized Signatory

Print name

Print name

Dated / /

Dated / /

### SCHEDULE 3

The Owners - SP 69259

## Drawdown Instruction

/ /
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*Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 4 Normal Working Days prior to the Settlement Date.*

Lannock Capital 2 Pty Limited (ACN 153 391 283)  
Level 6, 140 William Street  
EAST SYDNEY NSW 2011

The Owners - SP 69259  
c/- Strata Plus  
Level 2, 80 Cooper Street  
Surry Hills NSW 2010

Fax: (02) 9357 5380

*If faxing, please also mail a copy of this Drawdown Instruction to us – we require the original of this Drawdown Instruction before we can fund the Advance*

To: Lannock Capital 2 Pty Ltd (Credit Provider)

**Facility Agreement dated** *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Strata Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

Amount of Advance	\$	<i>Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit.</i>
Term of Advance	_____ year/s	<i>Insert the term for this Advance (from 1 to 10 years).</i>
Fixed Rate Period	_____ year/s	<i>If you would like to elect a Fixed Rate Period, please insert the term you would like the Fixed Rate to apply (from 1 to 2 years). If the term you select for the Fixed Rate Period is less than the term of the Advance, the Variable Rate will apply for the remainder of that term unless you elect a further Fixed Rate Period.</i>
Interest Only Period	_____ year/s	<i>If the Facility Agreement provides for an Interest Only Period and you would like to have an Interest Only Period for this Advance, insert the Interest Only Period for this Advance (Maximum 2 years).</i>
Settlement Date	<input type="checkbox"/> Next Preferred Settlement Date or	<i>Select Next Preferred Settlement Date (usually a Thursday each week) or insert your required date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 5 days' notice and you may be charged a fee.</i>
	<input type="checkbox"/> / /	

***Please initial this page and sign the next page***

***Need to contact Lannock? Call 1300 85 15 85***

Drawdown Instruction page 1 of 2

## Drawdown Instruction (continued)

We request you to disburse the proceeds of the Advance to our bank account as follows:

Strata Corporation Account Name	Corporation BSB	Corporation Account Number	Amount
			\$

We **certify** that the Advance is duly authorized by the Borrower.

We **attach a copy of each tax invoice** that will be paid or partly paid by application of the proceeds of the Advance.

We **certify** that we have complied with all of our obligations under the Funding Facility and no event of default under the Funding Facility has occurred (unless it has been remedied or waived by you).

We **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and we now repeat those representations and warranties for your benefit.

We **certify** that since the passing of the resolution of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Executive Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction.

We **certify** that we will only use the funds for expenses that the Strata Corporation is permitted to incur.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

\_\_\_\_\_  
Secretary  
(or other person authorised by the Meeting)

\_\_\_\_\_  
member  
(or other person authorised by the Meeting)

\_\_\_\_\_  
Print name

Dated                /        /

\_\_\_\_\_  
Print name

Dated                /        /

***Please sign here and initial the first page.***

***This page must be signed by two authorised representatives of the Borrower.***

***Need to contact Lannock? Call 1300 85 15 85***

Drawdown Instruction page 2 of 2

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## SCHEDULE OF ATTACHMENTS

Attachment **"A"** – Terms and Conditions

Attachment **"B"** – Prescribed Notice

Attachment **"C"** – Credit Guide

Attachment **"D"** – Direct Debit Request Service Agreement



LANNOCK

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# ATTACHMENT A

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## TERMS & CONDITIONS

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## TERMS AND CONDITIONS

**PLEASE NOTE:** These Terms and Conditions do not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Facility Agreement and the prescribed notice.

### 1. INTERPRETATION

#### 1.1 Words with special meanings

In this Funding Facility:

“**Account**” means any account we open in the name of the Borrower for the purposes of this Funding Facility.

“**Advance**” means an advance of a principal amount to the Borrower upon the receipt of a Drawdown Instruction.

“**Amount of Credit**” means the amount of credit specified in the Facility Agreement.

“**Availability Period**” means the period commencing on the Disclosure Date and ending on the Final Drawdown Date.

“**Balance**” means, at any one time, the difference between all amounts credited and all amounts debited to an Account.

“**Borrower**” means the borrower specified in the Facility Agreement.

“**Committee**” means the committee appointed in relation to the Borrower in accordance with the Legislation.

“**Credit Fees and Charges**” means the credit fees and charges set out in the Facility Agreement and any other fees and charges payable in connection with this Funding Facility but does not include:

- interest charges;
- Government Transaction Charges;
- enforcement expenses;
- any fee or charge that we are prohibited from charging the Borrower under any Law; or
- that part of a fee or charge that exceeds the amount that we may charge the Borrower consistently with any Law.

“**Credit Legislation**” means:

- the National Credit Code, enacted under Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth), and that Code as amended from time to time;
- the National Consumer Credit Protection Regulations 2010 (Cth), and those Regulations as amended from time to time; and
- any other legislation that we notify to you as included in this definition.

“**Credit Provider**” means the credit provider specified in the Facility Agreement.

“**Daily Balance**” means the Balance of an Account at 3.00pm on a day.

“**Direct Debit**” means a payment made directly from an account in accordance with a Direct Debit Request Form.

“**Direct Debit Request Form**” means each direct payment request form the Borrower signs in relation to payments to be made under this Funding Facility in substantially the form of Schedule 2 of the Facility Agreement (unless otherwise agreed in writing by Credit Provider).

“**Disclosure Date**” means the disclosure date specified in the Facility Agreement.

“**Drawdown Instruction**” means a request by the Borrower in accordance with clause 4 of these Terms and Conditions that an Advance be made under this Funding Facility;

“**Facility Agreement**” means the document titled “Facility Agreement” which details some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

“**Final Drawdown Date**” means the date 3 months after the Disclosure Date or such later date as we may agree under Clause 4.5.

“**Fixed Premium**” means, in respect of the amount of an Advance outstanding at the commencement of the Fixed Rate Period and the term of the Fixed Rate Period, the premium for that amount and term set out in Schedule 2, as amended by us from time to time.

“**Fixed Rate**” means the fixed rate specified in the Facility Agreement.

“**Fixed Rate Period**” means, in respect of an Advance, the term that the Advance will be subject to the Fixed Rate.

“**Funding Facility**” means the contract the Borrower makes with us when we accept the Borrower’s offer to borrow under the Facility Agreement. The Funding Facility comprises these Terms and Conditions and the Facility Agreement.



**“Government Transaction Charges”** means government charges and duties on receipts or withdrawals in respect of an Account or the Funding Facility whether or not the Borrower is primarily liable to pay those charges or duties, including (without limitation) debits tax.

**“Interest Only Period”** means, in respect of an Advance, the term that Payments will be in the nature of interest only.

**“Law”** means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any government body or authority and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules and by-laws made under them.

**“Legislation”** means the legislation governing the establishment and administration of strata title in the Borrower’s State or Territory and is taken to include any regulations or subordinate legislation made under that legislation.

**“Manager”** means the person (if any) appointed by the Borrower to manage certain of its affairs under the Legislation.

**“Maximum Fixed Rate Period”** means 2 year/s, unless we agree otherwise in writing.

**“Maximum Interest Only Period”** means 2 year/s, unless we agree otherwise in writing.

**“Maximum Term”** means 10 year/s, unless we agree otherwise in writing.

**“Minimum Term”** means 1 year/s, unless we agree otherwise in writing.

**“Normal Working Day”** means a day on which banks and financial institutions are generally open for business in Sydney and the capital city in the Borrower’s State or Territory.

**“Preferred Settlement Date”** means a day or days each month specified by the Credit Provider as a preferred date for making Advances. Advances requested by the Borrower to be made on other days attract a fee.

**“Property”** means the property specified in the Facility Agreement.

**“Payment”** means each payment amount relating to an Advance, as determined in accordance with the method for calculating payments in the Facility Agreement.

**“Payment Date”** means a date on which a Payment is due to be made, as specified in the Facility Agreement.

**“Settlement Date”** means a date when an Advance is made by us and is debited to an Account.

**“Strata Reference Rate”** means the strata reference rate referred to in the Facility Agreement. The Strata Reference Rate is an indicator lending rate determined by the Credit Provider. It may vary daily based on market and economic conditions.

**“Terms and Conditions”** means these terms and conditions, which detail some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

**“Variable Premium”** means, in respect of the amount and term of an Advance, the premium for that amount and term set out in Schedule 1, as amended by us from time to time. The Variable Premium applicable to an Advance will not change once that Advance has been made.

**“Variable Rate”** means the variable rate specified in the Facility Agreement.

**“we”** means the entity specified as the Credit Provider in the Facility Agreement and “us” and “our” and similar parts of speech have corresponding meanings.

## 1.2 General interpretation

In this Funding Facility:

- (a) the singular includes the plural and vice versa;
- (b) references to a document or agreement include all variations, novations or replacements;
- (c) references to any person include the person and any successors in title, assigns, transferees or executors of the person;
- (d) a reference to a person includes a natural person and a corporation;
- (e) a reference to the Credit Provider, “we”, “us”, “our” and other similar parts of speech with corresponding meanings includes any agents, managers, servicers or other persons we appoint from time to time in accordance with clause 18.2 to perform functions in respect of this Funding Facility;
- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

## 1.3 Capacity of the Credit Provider

In our absolute discretion, we may enter into this Funding Facility in our own right, in our capacity as the trustee of any trust, or both.

## 1.4 Limit on our liability to the Borrower

- (a) We are not liable to the Borrower for any loss or damage concerning a transaction under this Funding Facility, unless caused by our fraud, willful default or gross negligence. This is subject to clause 18.5.

- (b) We may act according to a request, direction or information that the Borrower gives or that we reasonably believe the Borrower gives. We are not liable for any loss or damage if we do this.
- (c) If we enter into this agreement as trustee of a trust, your rights against us and our liabilities under this Funding Facility are limited to the assets of the trust.

### **1.5 Terms defined in legislation**

Unless the context otherwise requires, words defined in the Legislation and/or the Credit Legislation have the same meaning when used in this Funding Facility.

### **1.6 Timing**

Where the day on or by which any thing is to be done is not a Normal Working Day, that thing must be done on or by the next Normal Working Day.

## **2. CONDITIONS TO BE SATISFIED BEFORE THE FACILITY IS MADE AVAILABLE**

### **2.1 General conditions**

We are not obliged to make any Advance under this Funding Facility unless we are satisfied that all of the following conditions have been met:

- (a) we have accepted the Borrower's offer to enter into this Funding Facility;
- (b) the Borrower demonstrates that the Property is insured, as required by the Legislation, by providing a certificate of currency to the Credit Provider;
- (c) the Borrower has supplied us with the Direct Debit Request Form as required by clause 10 of these Terms and Conditions;
- (d) the Borrower has delivered those of the documents set out in clause 4 of the Facility Agreement that have been requested by the Credit Provider; and
- (e) the Borrower has delivered a duly authorised Drawdown Instruction in the prescribed form with all the documents that may be required by us from time to time to process the Drawdown Instruction.

### **2.2 When we may refuse to lend**

We may refuse to make an Advance under this Funding Facility if, at any time:

- (a) there occurs any event or circumstance which in our reasonable opinion may detrimentally alter the Borrower's financial position or which may reduce the value of the Property;
- (b) we become aware of any non-disclosure of information by the Borrower or on its behalf or any circumstance which in our reasonable opinion is relevant to our approval of this Funding Facility;
- (c) we become aware that any statement or information provided by the Borrower is false, incomplete or cannot prudently be relied upon;
- (d) we are not satisfied with any documents, materials or information provided to us in respect of the Borrower;
- (e) there is a disruption in credit markets that means we are unable to obtain funds under suitable terms and conditions;
- (f) the amount requested, in addition to the principal component of all the Borrower's Accounts under this Funding Facility, would exceed the Amount of Credit;
- (g) the Drawdown Instruction does not meet the requirements of this Funding Facility; or
- (h) the Final Drawdown Date has passed and has not been extended by the Credit Provider.

### **2.3 Consequences of refusing to lend**

If we refuse to lend, we will not be liable to the Borrower for any loss, damages or costs which it may incur or suffer as a result.

### **2.4 Increases in Credit Fees and Charges**

If any of the fees or charges set out in the Facility Agreement which are government fees or government charges increase before a Settlement Date then we need not lend until the Borrower agrees to change this Funding Facility to provide for it to pay the increased fees or charges.

## **3. PROVISIONS APPLYING TO THE FUNDING FACILITY**

### **3.1 Opening an Account**

The Borrower authorises us to open an Account in relation to each Advance to record transactions under this Funding Facility and to debit to those Accounts:

- (a) each amount we lend under the relevant Advance on the day we lend that amount; and
- (b) any other amount the Borrower must pay in respect of the Advance on the day it is due for payment.

### **3.2 What the Borrower can borrow the Amount of Credit for**

The Borrower must use the Amount of Credit for the purpose or purposes specified in the Facility Agreement.

### **3.3 How the Borrower borrows under this Funding Facility**

The Borrower borrows under this Funding Facility by submitting a Drawdown Instruction in accordance with clause 4 of these Terms and Conditions.

## **4. DRAWDOWN**

### **4.1 Availability**

An Advance may be made under this Funding Facility on any Normal Working Day during the Availability Period if:

- (a) the Credit Provider has received, not later than 5.00pm on the fourth Normal Working Day before the requested date of the Advance (or such later time as the Credit Provider may agree) a duly completed Drawdown Instruction; and
- (b) the Borrower has complied with all its obligations under the Funding Facility and no event of default has occurred that has not been remedied or waived by the Credit Provider in writing.

### **4.2 Requirements of Drawdown Instructions**

A Drawdown Instruction must:

- (a) be in the form annexed to the Facility Agreement as Schedule 3 or such other form as prescribed by the Credit Provider from time to time;
- (b) be signed by the authorised representatives of the Borrower, as agreed in schedule 1 of this document;
- (c) specify:
  - (i) the requested date of the Advance;
  - (ii) the requested amount of the Advance;
  - (iii) the requested term of the Advance;
  - (iv) the requested Fixed Rate Period;
  - (v) if an Interest Only Period is made available by us, the requested term of that Interest Only Period;
  - (vi) if we agree to disburse the funds other than to the Borrower's bank account, the details of any payee/s to receive a part of the Advance, including their name and the details of their bank account/s into which the Advance will be paid and the amount each payee is to receive;
  - (vii) that the Advance is within the purpose of the Funding Facility as specified in clause 2 of the Facility Agreement;
  - (viii) that the Advance is duly authorised by the Borrower; and
  - (ix) such other details as from time to time reasonably requested by the Credit Provider; and
- (d) be accompanied by:
  - (i) a copy of each tax invoice that will be paid or partly-paid by the Advance; and
  - (ii) such other documents as are from time to time requested by the Credit Provider.

### **4.3 Limitation of Drawdown Instructions**

The Borrower will not make a Drawdown Instruction and the Credit Provider will not make an Advance if:

- (a) the amount of the requested Advance would, when added to the aggregate principal component of the Borrower's Accounts, exceed the Amount of Credit;
- (b) the requested date of the Advance is later than the Final Drawdown Date (as may be extended by the Credit Provider on request of the Borrower under clause 4.5);
- (c) the requested term of the Advance is greater than the Maximum Term;
- (d) the requested Fixed Rate Period of the Advance is greater than the term of the Advance or the Maximum Fixed Rate Period;
- (e) the requested Interest Only Period (if made available by us) of the Advance is greater than half of the term of the Advance or the 2; or
- (f) the Drawdown Instruction does not otherwise comply with this Funding Facility.

### **4.4 Drawdown Instructions Irrevocable**

A Drawdown Instruction that complies with clauses 4.2 and 4.3 will be irrevocable after it is received by the Credit Provider.

### **4.5 Extension of Availability Period**

- (a) The Borrower may request an extension of the Availability Period by notice given to the Credit Provider.

- (b) The Borrower must provide such information and documents as may reasonably be requested by the Credit Provider to enable it to assess any request for an extension of the Availability Period.
- (c) The Credit Provider may approve or refuse an application to extend the Availability Period at its discretion.
- (d) If a request to extend the Availability Period is approved, the Borrower must pay the fee for extending the Availability Period as specified in the Facility Agreement.

## **5. FIXED RATE PERIOD**

### **5.1 Fixed Rate Period**

Interest will be charged at the Fixed Rate if the Borrower has elected that the Fixed Rate will apply to the Advance in accordance with clause 5.2 for the time in which that Fixed Rate Period applies.

### **5.2 Election**

- (a) The Borrower may at any time (including at the time of presenting a Drawdown Instruction) elect in writing that a fixed rate of interest will apply to an Advance from the Settlement Date or the next Payment Date in respect of that Advance.
- (b) An election made under this clause 5.2 must:
  - (i) specify the Advance in respect of which the election is made;
  - (ii) specify a Fixed Rate Period (or further Fixed Rate Period) which is no greater than the Maximum Fixed Rate Period and expires no later than the term of the Advance;
  - (iii) be received by us at least 5 Business Days before the start of the requested Fixed Rate Period;
  - (iv) specify that the election is duly authorised by the Borrower; and
  - (v) specify such other details as from time to time requested by the Credit Provider.
- (c) The Fixed Rate which will apply to an Advance the subject of an election under clause 5.2(a) will be the Fixed Rate applicable to the Fixed Rate Period.

## **6. ANNUAL PERCENTAGE RATE**

The method for determining the Annual Percentage Rate in relation to each Account is specified in the Facility Agreement.

## **7. CALCULATION OF INTEREST**

### **7.1 Daily percentage rates**

The method for determining the daily percentage rate in relation to each Account is specified in the Facility Agreement.

### **7.2 Calculation of interest charges**

Subject to clauses 7.3 and 7.4, we calculate interest charges on a daily basis in the manner specified in the Facility Agreement.

### **7.3 Interest on judgments**

If we have obtained a judgment for any amount the Borrower has not paid under this Funding Facility, interest charges will continue to be calculated on the amount of the judgment on a daily basis by applying the applicable Default Rate to the amount of the judgment until the Borrower pays it.

### **7.4 Credit balance**

If on any day the Daily Balance of an Account is a credit balance, we will calculate interest charges payable by the Borrower on the basis that the Account has a zero Balance on that day. No interest will be payable by us to the Borrower in any circumstances.

## **8. INTEREST CHARGES**

### **8.1 When we will debit interest charges**

Interest charges will be debited to each Account in accordance with the Facility Agreement.

### **8.2 Other times we may debit interest charges**

Interest charges may also be debited to an Account at the following times:

- (a) immediately before we credit to an Account a payment that equals or exceeds the Balance at that time;
- (b) on the day the last Payment for an Account is due; and/or
- (c) if the Balance has become due under clause 13 of these Terms and Conditions, once each month on a day we choose.

### **8.3 Effect of debiting of interest charges**

Any interest charges debited to an Account become part of the Balance on which interest charges are calculated for that Account.

#### **8.4 Calculation of interest charges to be debited**

For each debit of interest charges, the amount debited will be the interest charges calculated in accordance with clause 7.2 for the period starting on the day interest charges were last debited and ending on the day before interest charges are to be debited (including each of those days).

### **9. FEES AND CHARGES**

#### **9.1 Fees and charges the Borrower must pay**

The fees and charges that the Borrower must pay under this Funding Facility are the Credit Fees and Charges and Government Transaction Charges set out in the Facility Agreement.

#### **9.2 Debiting of fees and charges**

The Borrower authorises us to charge the Credit Fees and Charges and the Government Transaction Charges that it must pay under this Funding Facility and to debit them to its Account/s.

#### **9.3 Payment of fees and charges**

When any Credit Fee or Charge is due, we may at our discretion invoice the Borrower or debit the Borrower's bank account or draw on the Facility for the amount of the fee or charge. The Borrower grants to us an irrevocable power of attorney to complete and execute such Drawdown Instructions and associated documents and authorises us to do all things that may be required to effect a debit on the Borrower's bank account or a drawing under the Facility so that the fee or charge is paid when due.

#### **9.4 When the Borrower must pay fees and charges**

The Borrower must pay the Credit Fees and Charges in accordance with the Facility Agreement. The Credit Fees and Charges must be paid to us, or as we may direct in writing.

#### **9.5 Government Transaction Charges**

When Government Transaction Charges are debited to an Account they become payable by the Borrower as part of the Balance of that Account.

#### **9.6 Non-acceptance of offer or termination of Funding Facility**

We may retain or require payment of any Credit Fees and Charges paid by the Borrower or incurred by us if the Borrower does not accept the Facility Agreement or this Funding Facility is terminated for any reason.

#### **9.7 Establishment fee**

The Credit Fees and Charges set out in the Facility Agreement may include an establishment fee.

### **10. STATEMENT OF ACCOUNT**

#### **10.1 What we can debit to an Account**

We can debit to an Account any amount we lend to the Borrower and anything payable under this Funding Facility.

#### **10.2 Effect of debiting of amounts**

Any amount debited to an Account becomes part of the Balance on which we calculate interest charges.

#### **10.3 When we will give statements of account**

We will provide the Borrower with statements of account every 3 months.

### **11. PAYMENTS**

#### **11.1 Amount the Borrower owes us**

The Borrower owes us and must pay the Balance and any other amount payable by it under this Funding Facility in accordance with this Funding Facility.

#### **11.2 Payments**

The Borrower must pay us the Payments set out in the Facility Agreement at the times specified in the Facility Agreement. However, in respect of a particular Account, it is not required to pay more than the Balance of that Account at any time.

#### **11.3 Final Payment of an Account**

On the day the last Payment is due for an Account, the Borrower must pay the Balance of that Account and all other amounts it owes in respect of that Account.

#### **11.4 How the Borrower must make payments**

Payments are to be made:

- (a) by Direct Debit from an Australian dollar denominated account at an Australian bank or financial institution designated by the Borrower (unless we agree in writing to some other method of payment);
- (b) in Australian dollars, and

(c) to us or as we direct.

## **11.5 Direct Debit service agreement**

### **11.5.1 The Borrower's Direct Debit obligations**

The Borrower must:

- (a) ensure that the financial institution specified in the Direct Debit Request Form accepts and acts upon Direct Debits for the account specified in that form (direct debiting through BECS may not be available on all accounts);
- (b) ensure that the account details specified in the Direct Debit Request Form are correct (for example, by comparison to a recent statement from the Borrower's financial institution);
- (c) ensure there are sufficient clear funds available in the relevant account to meet each authorized Direct Debit on its due date;
- (d) advise us if the account specified in the Direct Debit Request Form is transferred or closed or the details change;
- (e) provide Direct Debit instructions for a new account if the account specified in the Direct Debit Request Form is closed or transferred; and
- (f) ensure that the Direct Debit Request Form is signed by the required signatories to the account specified.

If the Borrower is uncertain about anything, it should check with its financial institution before signing the Direct Debit Request Form.

### **11.5.2 The terms of the Borrower's Direct Debit arrangements**

The Borrower agrees that we may debit from the account specified in the Direct Debit Request Form:

- (g) each Payment on the relevant Payment Date;
- (h) any amounts payable under this Funding Facility when they are due; and
- (i) such other amounts at such other times as authorized by the Borrower from time to time.

### **11.5.3 Variation or cancellation of Direct Debit arrangements**

- (a) If the Borrower wishes to alter all or any part of the Direct Debit arrangements (for example, if the Borrower wishes to defer a payment or changes its bankers), it must give us at least 14 days' prior notice in writing. The Borrower must also ensure that suitable alternative Direct Debit arrangements are put in place in order for it to comply with its payment obligations under this Funding Facility.
- (b) If we wish to alter all or any part of the Direct Debit arrangements, we must give the Borrower at least 14 days' prior notice in writing.

### **11.5.4 Stopping Direct Debits**

If the Borrower wishes to stop any Direct Debit or cancel a Direct Debit Request Form, it must give us or its financial institution at least 14 days' prior notice in writing.

### **11.5.5 Disputed Direct Debits**

We have a customer claims process in place in case of disputed Direct Debits. The Borrower should contact the Credit Provider in the first instance if it has a complaint regarding the amount or timing of any Direct Debits under the Direct Debit Request Form. The contact details for the Credit Provider are set out in the Facility Agreement. Claims may also be directed to the Borrower's financial institution.

### **11.5.6 Debit days not Normal Working Days**

If a Direct Debit is to be made from the account specified in the Direct Debit Request Form on a day that is not a Normal Working Day, that Direct Debit may be made on the next Normal Working Day. If the Borrower is uncertain about when a Direct Debit will be processed, it should check with its financial institution.

### **11.5.7 Dishonour by the Borrower's financial institution**

If a Direct Debit we attempt is dishonoured, the Account will be adjusted and the Borrower must pay us any applicable Credit Fees and Charges.

### **11.5.8 Indemnity**

You indemnify us against all losses, costs, damages and liabilities that we suffer as a result of you breaching the Direct Debit provisions of this agreement or you providing us with an invalid or non-binding Direct Debit Request Form including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. You must pay us any sum due under this clause fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

### **11.5.9 Confidentiality**

We will keep details of the account specified in any Direct Debit Request Form confidential except where:

- (j) required for the purposes of conducting Direct Debits with the Borrower's nominated financial institution (for example, we may need to provide this information to a sponsor in connection with a claim made on it relating to an alleged incorrect or wrongful debit);
- (k) we receive the Borrower's permission to release those details; or
- (l) we are required to disclose such details by Law.

### **11.6 When the Borrower gets credit**

We do not treat a payment as made until we credit it to an Account.

### **11.7 How we apply payments**

We can apply any payment or other credit to any amount the Borrower owes under this Funding Facility in any order we determine.

### **11.8 Effect of numerous Accounts or other credit contracts**

If the Borrower has numerous Accounts or more than one credit contract with us and it makes a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the Accounts and/or credit contracts in any way we determine.

### **11.9 No set-off or counterclaim**

All payments made by the Borrower under this Funding Facility must, to the extent permitted by Law, be free of any set-off or counterclaim.

## **12. WAIVING OUR RIGHTS**

We can waive any of our rights under this Funding Facility.

## **13. EARLY PAYMENT**

### **13.1 Early Payment prohibited**

Subject to clause 13.2 of these Terms and Conditions, early Payment of any amount other than the whole of the Balance of an Account is prohibited and, in our absolute discretion, will either be:

- (a) retained but not credited to the Account until it becomes payable under this Funding Facility; or
- (b) refunded.

No interest will be paid to the Borrower in respect of amounts retained in accordance with clause 13.1(a).

### **13.2 Early Payment of whole of Balance**

If the Borrower intends to repay the whole of the Balance of an Account, it must also pay interest charges calculated to (but excluding) and debited on the date of Payment plus any applicable Credit Fees and Charges, including the early termination fee provided for in the Facility Agreement.

## **14. DEFAULT**

### **14.1 Default Rate may apply**

A Default Rate of interest may be charged under this Funding Facility when payments are in default. The Default Rate will be imposed only in respect of the amount of the payment in default and while the default continues.

### **14.2 When the Borrower will be in default**

The Borrower will be in default under this Funding Facility if:

- (a) it does not pay any amount payable under this Funding Facility by its due date for payment;
- (b) it breaches any other material provision of this Funding Facility;
- (c) it is in default under any other credit contract it has entered into with us;
- (d) it ceases to comply with the requirements of any Law in relation to insurance of the Property;
- (e) we believe on reasonable grounds that we were induced by fraud to enter this Funding Facility;
- (f) a security interest it has given is enforced;
- (g) a judgment for an amount owing by it is obtained from a Court and not satisfied within fourteen days; or
- (h) all or any part of the Property is compulsorily acquired by or by order of any government or governmental, semi-governmental or judicial entity or authority or under any Law.

### **14.3 Effect of default**

If the Borrower is in default, then immediately (if the default relates from non-payment of an amount due under the Facility) or after a period of 7 days (if the breach is a non-financial breach and the default is still subsisting) and after giving any notice required by Law and waiting the required period, we may do either or all of the following:

- (a) make the Balance of all the Borrower's Accounts and any other amount payable by the Borrower under this Funding Facility immediately due and payable;
- (b) cancel any obligation we have to provide any further Advances under this Funding Facility; and
- (c) exercise any and all of our rights under this Funding Facility.

### **14.4 When Balance is due**

We do not need to give the Borrower notice that the Balance of any Account or any other amount payable by it under this Funding Facility is immediately due and payable.

### **14.5 Enforcement expenses**

Enforcement expenses may become payable under this Funding Facility in the event of a breach. To the extent permitted by Law, enforcement expenses include, but are not limited to, those reasonably incurred in using our staff and facilities or engaging external service providers.

### **14.6 When the Borrower must pay enforcement expenses**

The Borrower must pay us all reasonable enforcement expenses we incur or expend in exercising our rights under this Funding Facility resulting from any default. We may debit these amounts to any of the Borrower's Accounts and they are payable when they are debited.

## **15. CERTIFICATES ABOUT THIS FUNDING FACILITY**

### **15.1 Certificates issued by us**

Unless the Borrower proves that our certificate is incorrect, a certificate which has been signed and dated by or on behalf of us is sufficient evidence of any fact or matter stated in the certificate, including:

- (a) that a default has occurred under this Funding Facility; and
- (b) an amount due and payable by the Borrower under this Funding Facility.

### **15.2 Certificates issued on the Borrower's behalf**

We may rely on any statement made or instruction given by a member of the Borrower's Committee or the Manager.

## **16. CHANGES AND NOTICES**

### **16.1 Changes to interest rates**

- (a) We may change the Strata Reference Rate and/or the Fixed Premium and/or the Variable Premium at any time without the Borrower's consent. Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances. Any change to the Variable Premium will affect the Variable Rate in respect of all Advances made after the change has taken effect. If an Advance is subject to a Fixed Rate Period, then any change to the Strata Reference Rate or the Variable Premium or the Fixed Premium will not affect the rate applicable to that Advance during that Fixed Rate Period. It will, however, affect any future Advances that are subject to a Fixed Rate Period.
- (b) To the extent any change referred to in clause 16.1(a) affects an obligation of the Borrower at the time we make the change, we will notify the Borrower:
  - (i) if we increase the Strata Reference Rate, in writing or in any other way the Law allows no later than the day on which the change takes effect; and
  - (ii) if we reduce the Strata Reference Rate, before or when we send the Borrower the next statement of account after the change takes effect.

### **16.2 Changes to Payments**

We may change the amount of the Payments in respect of any Advance that is not subject to a Fixed Rate Period without the Borrower's consent. If a change increases the amount of the Payments, we must notify the Borrower not later than 20 days before that change takes effect. If a change reduces the amount of the Payments, we will notify the Borrower before or when we send the Borrower the next statement of account after the change takes effect.

### **16.3 Notices**

We can give any notice or other document to the Borrower at the address it nominates to us or in any other way the Law allows. We may assume that the address of the Property is the Borrower's address for notices.

## **17. GOVERNING LAW**

### **17.1 Choice of Law**

This Funding Facility is subject to the Laws of the Australian State or Territory in which the Property is situated.



## **17.2 Submission to jurisdiction**

The Borrower submits to the jurisdiction of the courts of the Australian State or Territory whose Laws apply to this Funding Facility and the proper jurisdiction of any other court.

## **18. GENERAL**

### **18.1 Entire agreement**

This Funding Facility sets out the entire agreement between the Borrower and us in relation to the funding facility provided under this Funding Facility. This Funding Facility over-rides any prior representations made by us, any of our alliance partners, a financial intermediary, a contractor or provider of services or anyone else whether contained in information brochures, approval letters, disclosure statements or otherwise in relation to the Funding Facility. This clause 18.1 is subject to any rights the Borrower or we may have under any Law and to any later written agreement between the Borrower and us.

### **18.2 Appointment of agents and others**

- (a) We may at any time appoint persons to act as our agent, manager, servicer, custodian or in other any other capacity to perform similar or identical functions.
- (b) All exemptions or limits on liability and all indemnities under this Funding Facility that apply to us also apply to protect any agent, manager, servicer, custodian or other person appointed under clause 18.2(a) and their employees.

### **18.3 Assignment**

We may assign our rights under this Funding Facility at any time without obtaining the Borrower's consent or notifying the Borrower.

### **18.4 Consistency with Laws**

This Funding Facility is to be read and interpreted as consistent with all Laws and if any provision of this Funding Facility is invalid or unenforceable in whole or in part, the rest of this Funding Facility will remain valid and enforceable.

### **18.5 Credit Legislation**

- (a) This clause 18.5 applies only to the extent this agreement is regulated by the Credit Legislation.
- (b) This Funding Facility does not:
  - (i) exclude, modify or restrict any rights or duty given to, or imposed on, us or the Borrower under the Credit Legislation;
  - (ii) require the Borrower to perform an obligation that is prohibited by the Credit Legislation; or
  - (iii) give us any right which is prohibited by the Credit Legislation,but if a term has this effect, then the term is limited or severed or both to the extent it has that effect.

### Schedule 1 – Variable Premium as at the Disclosure Date

Term of Advance (years)	1	2	3	4	5 or more
Variable Premium	0.20%	-1.00%	-1.10%	-1.25%	-1.25%

### Schedule 2 – Fixed Premium as at the Disclosure Date

Fixed Rate Period (years)	1	0.31%
	2	0.30%

Attachment “B”

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# Information Statement

Prescribed Notice

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## INFORMATION STATEMENT

### THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of The Owners - SP 69259 (the “**Borrower**”) and its credit provider. It does not state the terms and conditions of the contract.

If you have any concerns about the contract, contact the credit provider and, if you still have concerns, the Financial Ombudsman Service, or get legal advice.

#### THE CONTRACT

##### 1. How can the Borrower get details of the proposed credit contract?

The credit provider must give the Borrower a precontractual statement containing certain information about the contract. The precontractual statement, and this document, must be given to the Borrower before:

- the contract is entered into; or
- the Borrower makes an offer to enter into the contract;

whichever happens first. The precontractual statement is contained in the Facility Agreement.

##### 2. How can the Borrower get a copy of the final contract?

If the contract document is to be signed by the Borrower and returned to the credit provider, the Borrower must be given a copy to keep.

Also, the credit provider must give the Borrower a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given the Borrower a copy of the contract document to keep.

If you want another copy of the contract, write to the credit provider and ask for one. The credit provider may charge you a fee. The credit provider has to give the Borrower a copy:

- within 14 days of a written request if the original contract came into existence 1 year or less before the request; or
- otherwise within 30 days of a written request.

##### 3. Can the Borrower terminate the contract?

Yes. The Borrower can terminate the contract by writing to the credit provider so long as it has not obtained any credit under the contract. However, the Borrower will still have to pay any fees or charges incurred before it terminates the contract.

##### 4. Can the Borrower pay the credit contract out early?

Yes. The Borrower can pay the credit provider the amount required to pay out the credit contract on the day it wishes to end the contract.

##### 5. How can the Borrower find out the pay out figure?

The Borrower can write to the credit provider at any time and ask for a statement of the pay out figure as at any date it specifies. It can also ask for details of how the amount is made up.

The credit provider must give the Borrower a statement within 7 days after it gives a request to the credit provider. The Borrower may be charged a fee for the statement.

##### 6. Will the Borrower pay less interest if it pays out the contract early?

Yes. The interest the Borrower can be charged depends on the actual time money is owing. However, it may have to pay an early termination fee (if the contract permits the credit provider to charge one) and other fees.

##### 7. Can the contract be changed by the credit provider?

Yes, but only if the contract says so.

##### 8. Will the Borrower be told in advance if the credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- the Borrower will get at least same day notice for a change to the annual percentage rate. That notice will be a written notice to the Borrower or a notice published in a newspaper.
- the Borrower will get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by the credit provider;

except where the change reduces what the Borrower has to pay or the change happens automatically under the contract.

## 9. What does the Borrower do if it cannot make a payment?

Get in touch with the credit provider immediately. Discuss the matter and see if it can come to some arrangement. The Borrower can ask the credit provider to change the contract in a number of ways, for example:

- to extend the term of the contract and reduce the amount of each payment due under the account accordingly (without a change being made to the annual percentage rate or rates);
- extend the period of the contract and postpone during a specific period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates); or
- postpone during a specified period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates).

If the Borrower makes an application, the credit provider must, within 21 days after the day of receiving the application, give the Borrower a written notice that states whether or not the credit provider agrees to the changes. If the credit provider agrees, further written notice will be given within 30 days setting out the changes to the terms of the contract. If the credit provider does not agree to the changes it must inform the Borrower the reasons for not agreeing.

The borrower may contact the credit provider's external dispute resolution scheme:

Financial Ombudsman Service (FOS)  
Telephone: 1300 780 808  
Fax: (03) 9613 6399  
Internet: [www.fos.org.au](http://www.fos.org.au)  
Mail: GPO Box 3  
Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

# Attachment "C"

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## **Credit Guide**

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## **Lannock Capital 2 Pty Ltd Credit Guide September 2012**

Lannock Capital 2 Pty Ltd (**we** or **us**) provides in this Credit Guide information relevant to the following types of credit provided by us to strata title corporations:

- Lines of credit

This type of credit is referred to below as a Line of Credit.

### **Inquiries, verification and assessments**

Prior to providing to the corporation any Line of Credit, we will:

- Make inquiries about the corporation requirements and objectives in relation to the Line of Credit and the corporation's financial situation;
- Take steps to verify the information you provide regarding the corporation's financial situation; and
- Make an assessment on whether the Line of Credit is not suitable for the corporation.

The Line of Credit will be assessed as unsuitable for you if:

- It will not meet the corporation's requirements or objectives;
- It is likely the corporation will not be able to comply with the resulting financial obligations; or
- It is likely the corporation would only be able to comply with the resulting financial obligations with substantial hardship.

Lannock Capital 2 Pty Ltd is prohibited by law from providing a Line of Credit if it is assessed to be unsuitable for you.

It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation to the Line of Credit which the corporation has applied for or which has been provided to the corporation, Lannock Capital 2 Pty Ltd is required by law to provide that copy without charge:

- Prior to entering into the contract with the corporation for the Line of Credit, if the copy is requested prior to the contract being entered into;
- Within 7 business days, if the copy is requested within 2 years of the day on which the contract for the Line of Credit is made; or
- Within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the contract for the Line of Credit is made

### **If you have a problem or dispute**

#### **a) Our service commitment**

We are committed to providing our customers with the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

**b) How to contact us about a problem of dispute**

There are a number of ways to contact us:

Telephone the office on: (02) 9357 5371  
Email us at: [strata@lannock.com.au](mailto:strata@lannock.com.au)  
Fax: 02 9357 5380  
Mail: Customer Relations  
Lannock Capital 2 Pty Ltd  
Level 6, 140 William Street  
Woolloomooloo NSW 2011

**c) How will the corporation's complaint be handled?**

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complains within 5 business days. If this is not possible we will keep you informed of our progress.

If your complaint cannot be resolved promptly, our office will take responsibility and work with you to resolve the matter.

**d) What to do if you feel your complaint has not been resolved**

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Financial Ombudsman Service (FOS)  
Telephone: 1300 780 808  
Fax: (03) 9613 6399  
Internet: [www.fos.org.au](http://www.fos.org.au)  
Mail: GPO Box 3  
Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) also have an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.



## Attachment “D”

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# **Direct Debit Request Service Agreement**

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## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 447531 ABN 44 153 391 283**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

<b>Definitions</b>	<p><b>account</b> means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to us is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><b>us</b> or <b>we</b> means Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 447531 ABN 44 153 391 283 <i>you</i> have authorised by requesting a Direct Debit Request.</p> <p><b>you</b> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by <i>you</i> on the DDR at which the account is maintained.</p>
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from your account. <i>You</i> should refer to the Direct Debit Request and this agreement for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p style="text-align: center;"><b>or</b></p> <p><i>We</i> will only arrange for funds to be debited from <i>your account</i> if <i>we</i> have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the debit day falls on a day that is not a banking day, <i>we</i> may direct your <i>financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask your <i>financial institution</i>.</p>
<b>2. Amendments by us</b>	<p>2.3 <i>We</i> may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen <b>(14) days</b> written notice.</p>
<b>3. Amendments by you</b>	<p><i>You</i> may change*, stop or defer a debit payment, or terminate this agreement by providing <i>us</i> with at least <b>14 days</b> notification by writing to: Lannock Capital 2 Pty Ltd Level 6, 140 William Street, Woolloomooloo NSW 2011 <b>or</b> by telephoning <i>us</i> on <b>02 9357 5371</b> during business hours <b>or</b> arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising <i>us</i> Lannock Capital 2 Pty Ltd of your new account details.</p>
<b>4. Your obligations</b>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</p>

	<p>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p>
<b>5.Dispute</b>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on <b>02 9357 5371</b> and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively <i>you</i> can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<b>6.Accounts</b>	<p><i>You</i> should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</p> <p>(b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.</p>
<b>7.Confidentiality</b>	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
<b>8.Notice</b>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to Lannock Capital 2 Pty Ltd Level 6 140 William Street Woolloomooloo NSW 2011.</p> <p>8.2 We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>