



**PROPERTY FINANCE
COMMITTED CASH ADVANCES
FACILITY AGREEMENT
(\$72,500,000)**

DATED

12 June

2017

PARTIES

1. **ASB BANK LIMITED** (the "Bank")
2. **SHOPPING CENTRE INVESTMENTS LIMITED** (the "Borrower")
3. **B C CHALMERS INVESTMENTS LIMITED** (the "Guarantor")

BACKGROUND

The Bank at the request of the Guarantor, has agreed to make a NZ\$72,500,000 cash advance facility available to the Borrower on the terms and subject to the conditions contained in this Agreement and the Terms.

IT IS AGREED:

1. INTERPRETATION

- 1.1 **Definitions:** Unless the context requires otherwise or to the extent otherwise defined in this Agreement, terms defined in the Terms shall have the same meaning when used in this Agreement and:

"**Agreement**" means this Agreement and the schedules;

"**Availability Period**" means the period commencing on the date of this Agreement and ending on the Expiry Date;

"**Available Facility**" means, on any date, the Facility Limit less the Outstanding Amount on such date;

"**Bill Rate**" means in relation to:

- (a) Interest Periods of 30, 60 or 90 days, the rate displayed at or about 10.45 am on the Drawdown Date of the relevant Drawing on Reuters screen page BKBM (or its successor or equivalent page) as the bank bill bid rate for bills having a tenor of or about the Interest Period of the Drawing; or
- (b) Interest Periods other than 30, 60 or 90 days (if agreed to by the Bank at its sole discretion), the rate for any Interest Period quoted by the Bank and accepted by the Borrower;

"**Chalmers Street Property**" means the property situated at 13 Chalmers Street, Hornby, Christchurch, being the land comprised and described in certificate of title 39748 (Canterbury Registry);

"**Commencement Date**" means the date of the first Drawing under the Facility;

"Derivative Facility" means any interest rate hedging facility provided by the Bank to the Borrower pursuant to the Financial Markets and International Master Agreement between the Bank and the Borrower and any confirmation or contract entered into or executed by the parties thereafter;

"Development" means the expansion and development of the Mall Property including (without limitation) the expansion of the mall to include a new 2 level Farmers store and a new shopping concourse and the upgrade of existing buildings;

"Drawdown Notice" means the notice requesting the making of a Drawing substantially in the form set out in schedule 1;

"Existing Facilities" means the following:

- (a) The existing \$27,000,000 committed cash advances facility, Contract Number 26914938-NZD-19;
- (b) The existing \$38,450,000 committed cash advances facility, Contract Number 26883332-NZD-30; and
- (c) The existing \$8,375,000 committed cash advances facility (not fully drawn), Contract Number 26914937-NZD-20.

"Expiry Date" means 24 months from the Commencement Date or such later date as may from time to time be agreed pursuant to clause 2.4;

"Facility" means the New Zealand Dollar cash advance facility made available to the Borrower pursuant to this Agreement;

"Facility Limit" means NZ\$72,500,000 as the same may be varied in accordance with this Agreement;

"FMCA" means the Financial Markets Conduct Act 2013;

"Interest Payment Date" means the last day of each calendar month;

"Interest Period" means, in relation to a Drawing, each period by reference to which interest thereon is calculated and payable, as selected by the Borrower by notice to the Bank in accordance with clause 6;

"Lease" means each lease of all or any part or parts of the Property;

"Mall Property" means the property known as The Hub Hornsby Mall situated at 418 Main South Road, Christchurch being the land currently comprised and described in certificates of title CB7D/1082 and 650093 (Canterbury Registry);

"Margin" means 2.65% per annum;

"Mezzanine Finance Facility" means the mezzanine finance facilities provided by the Mezzanine Finance Providers to the Borrowers to partially fund stage two of the Development;

"Mezzanine Finance Providers" means the providers of the Mezzanine Finance Facility;

"Related Facility" means the \$3,045,000 development funding facility to be provided by the Bank to the Borrower;

"Product Disclosure Statement" has the meaning given to it in the FMCA;

"Property" means the following:

- (a) the Mall Property;
- (b) the Chalmers Street Property; and

(c) any other real property owned by the Obligors and mortgaged to the Bank.

"Repayment Date" means, in relation to a Drawing, the last day of its Interest Period;

"Stage Two Works" means the works undertaken on stage two of the Development comprising the completion of the balance of the redevelopment of the Mall Property as described in the Colliers valuation dated 28 August 2013 as amended to reflect the most recent plans and specifications;

"Tenancy Schedule" means the schedule set out in Annexure A; and

"Terms" means the Bank's Property Finance General Terms and Conditions PFU 03/10.

- 1.2 **Incorporation of Terms:** The terms and conditions specified in the Terms apply to this Agreement as if set out in full herein.

2. THE FACILITY

- 2.1 **Grant of Facility:** The Bank agrees to make the Facility available to the Borrower on the terms and subject to the conditions of this Agreement.
- 2.2 **Purpose:** The proceeds of the Facility shall be used by the Borrower to refinance and restructure the Existing Facilities.
- 2.3 **Cancellation:** The Borrower may cancel the Facility Limit, up to an amount not exceeding the amount of the Available Facility at the time of cancellation, in whole or in part (and if in part in integral multiples of NZ\$100,000 on giving 5 Business Days irrevocable notice to the Bank. Any amount so cancelled shall not be capable of being reinstated.
- 2.4 **Extension of Term:** The Bank may, in its absolute discretion, on each anniversary of the Commencement Date, consider offering the Borrower the right to extend the Expiry Date of the Facility for a further 12 months (to effectively reset the remaining term of the Facility to 24 months) (an **Extension Offer**). If the Bank is not prepared to make an Extension Offer, or the Borrower does not accept an Extension Offer, the Borrower will still have a remaining term of 12 months under the Facility at the existing Margin at such time. If the Borrower requests, and the Bank grants, an extension of the Expiry Date the Bank may alter the Margin. The current market price for the 12 month extension (as determined by the Bank in its sole discretion) will be blended with the current rate for the remaining term of the Facility (prior to any extension) to determine the new Margin. The Bank shall promptly notify the Borrower of any extension to the Expiry Date and the new Margin and any additional conditions or covenants that apply to an extension.
- 2.5 **Annual Review:** The Facility is subject to annual review by the Bank. The Borrower agrees to provide the Bank with such information as the Bank may reasonably require to enable the Bank to carry out an annual internal review to ensure that there has been no adverse change in the Borrower's creditworthiness, including, but not limited to, the Borrower's latest annual financial statements (prepared in accordance with NZGAAP), updated tenancy schedules for the Property, updated valuations, details of all outgoings/operating expenditure, projected capital expenditure and such other financial information as required by the Bank.

3. FEES

- 3.1 **Establishment Fee:** On the date of this Agreement the Borrower shall pay to the Bank a non-refundable establishment fee of NZ\$36,250, which fee is payable irrespective of any utilisation of the Facility.
- 3.2 **Alterations to Fees:** The Bank may in its absolute discretion alter the amount or calculation of any fee payable in relation to the Facility from time to time. The Bank shall advise the Borrower of any such alteration in accordance with its obligations at law and under the Code of Banking Practice.



4. CONDITIONS PRECEDENT

4.1 **Conditions Precedent:** The Facility shall not be available unless and until the Bank confirms that the requirements of clause 2 of the Terms have been met and the Bank has received (in form and substance satisfactory to the Bank or its legal advisers) the following:

- (a) All Transaction Documents (and the facility agreement in respect of the Related Facility) duly executed by all parties to them (other than the Bank).
- (b) A directors' certificate in the Bank's form from two directors or the sole director of each Obligor that is a company in relation to each Transaction Document to which that Obligor is a party.
- (c) A Solicitor's Certificate from the Bank's legal advisers.
- (d) Evidence that the Bank's insurance requirements have been met (including full replacement, loss of rental income for not less than 24 months and adequate public risk cover, with the Bank's interest noted on the policies). The excess amount for earthquake damage must not be more than 5% of the sum insured.
- (e) Payment of all fees and expenses then due and payable under any Transaction Document (including the Bank's legal fees).
- (f) Confirmation from Colliers International that they have reviewed the Tenancy Schedule of the Property and that it accurately reflects the current tenancies of the Property.
- (g) Any other conditions precedent notified by the Bank or its legal advisers to the Borrower or the Borrower's legal advisers.

5. DRAWINGS

5.1 **Availability:** Subject to clause 4, the Bank will make the full amount of the Facility available to the Borrower in one lump sum on the Commencement Date by way of Drawings if:

- (a) **Drawdown Notice:** the Bank has received a Drawdown Notice for it (which shall be irrevocable and binding on the Borrower) no later than two Business Days before the proposed Drawdown Date;
- (b) **During Availability Period:** the Drawdown Date is a Business Day during the Availability Period. The first Drawdown Date must occur on or before 15 July 2017 (unless otherwise agreed by the Bank in writing);
- (c) **Maturity:** the last day of the Interest Period in relation to the Drawing is a Business Day falling on or before the Expiry Date; and
- (d) **Not Exceed Facility Limit:** the making of the Drawing together with any other Drawing to be made available on the proposed Drawdown Date will not cause the Outstanding Amount to exceed the Facility Limit on such date.

5.2 **Failure to submit Drawdown Notice:** Where a Drawing is due to be repaid on its Repayment Date and the Borrower fails to submit a Drawdown Notice requesting a Drawing to refinance the maturing Drawing then, unless the Bank requires otherwise, the Borrower shall be deemed to have requested the making of a Drawing on that Repayment Date in the same principal amount as the maturing Drawing with an Interest Period equal in duration to the previous Drawing or such lesser period as will end on the Expiry Date. The Borrower irrevocably authorises the Bank to apply the proceeds of such new Drawing in repayment of the maturing Drawing.

5.3 **Acknowledgment:** The Borrower acknowledges that the initial Drawing shall be utilised to repay in full the Borrower's indebtedness under its Existing Facilities which will then be cancelled.

6. INTEREST

- 6.1 **Interest Period:** The Borrower will select the Interest Period of each Drawing in the relevant Drawdown Notice. The duration of each Interest Period shall be for a period of 90 days or such other period as the Bank may agree.
- 6.2 **Interest Payment:** On each Interest Payment Date relating to each Drawing, the Borrower shall pay the unpaid interest accrued on the relevant Drawing during the Interest Period ending on that date at the applicable rate of interest for that Interest Period.
- 6.3 **Interest Rate:** The rate of interest payable under clause 6.2 will be the rate determined by the Bank on the Drawdown Date to be:
- (a) **Bill Rate:** If the term of the Interest Period is such to enable the Bank to calculate a corresponding Bill Rate, the sum of that Bill Rate for that Interest Period and the Margin. The Margin may be reviewed by the Bank at any time at its sole discretion and shall be adjusted accordingly at the Bank's sole discretion; and
 - (b) **Alternate Period:** in any other case, the annual rate of interest determined by the Bank to be applicable to such Interest Period.
- 6.4 **Calculation:** Interest will accrue daily at the interest rate determined in accordance with clause 6.3 and will be calculated on the basis of a year of 365 days and the actual number of days elapsed.
- 6.5 **Notice:** The Bank will notify the Borrower of the rate of interest determined under clause 6.3 (but any failure by it to so notify the Borrower will not relieve the Borrower of its obligation to pay interest).
- 6.6 **Default Interest:** The default interest rate for the purposes of this Agreement and clause 8.5 of the Terms is 22.5% per annum.

7. REPAYMENT/PREPAYMENT

- 7.1 **Repayments:** The Borrower shall repay each Drawing by no later than 11.00 am on the last day of its Interest Period. No later than 11.00 am on the Expiry Date, the Borrower shall pay or repay to the Bank any Outstanding Moneys which are then unpaid.
- 7.2 **Compulsory Repayments:** The Borrower shall make compulsory repayments of the Outstanding Money under this Facility and the Related Facility of not less than \$9,520,000 in aggregate by 1 December 2017. Such repayments shall be applied in permanent reduction of each Facility and the facility limits thereunder.
- 7.3 **Prepayment in Certain Events:** If an alternative basis is not agreed with the Bank within the 30 day period referred to in clause 7.4 of the Terms, then, upon giving the Bank not less than 5 Business Days' notice in writing of the date of prepayment and cancellation (which notice shall be irrevocable), the Borrower may, without prejudice to clause 8.1 of the Terms but otherwise without premium or penalty prepay all (but not part only) of the Outstanding Moneys and cancel the Available Facility. Any amount so prepaid may not be reborrowed under this Agreement.
- 7.4 **Early Repayment:** The Borrower shall be entitled at any time and from time to time, to repay early all or part of any Drawing on giving at least 5 Business Days' notice in writing of the date and amount of the repayment. Any early repayment may require the Borrower to indemnify the Bank in relation to costs sustained or incurred by the Bank as contemplated in clause 8.1 of the Terms and any amount repaid may not be re-borrowed under this Agreement.
- 7.5 **Effect of Notice:** The delivery of a notice by the Borrower under this clause 7 shall oblige the Borrower to make the prepayment on the date specified in such notice and is irrevocable.
- 7.6 **General:** The Borrower shall not repay or prepay all or any part of the Outstanding Amount except at the times and in the manner expressly provided for in this Agreement and may not reborrow any amount repaid or prepaid.

8. ADDITIONAL UNDERTAKINGS

8.1 **Undertakings:** In addition to those undertakings specified in the Terms, each Obligor undertakes to the Bank that it will:

- (a) not remove, demolish or structurally alter any buildings or any other improvements on the Property, which would reduce its value, without the Bank's prior written consent.
- (b) notify the Bank immediately of any material matters in relation to lease terms, tenant disputes and/or rental arrears in respect of the Farmers and Pak n Save Leases.
- (c) cause all rental income from all Leases to be banked directly into its account with the Bank.
- (d) provide the Bank, at the Borrower's cost, with an updated valuation report for mortgage purposes prepared by a valuer acceptable to the Bank and which complies with the Bank's valuation requirements for the Property on an annual basis.
- (e) maintain and provide the Bank with copies of each new building warrant of fitness, compliance schedule and, if applicable, each new fire sprinkler inspection certificate within 30 days after the due date for issuing of the same for all buildings forming part of the Property for which a compliance schedule has been issued in terms of the Building Act 2004. Upon request by us, the Borrower must provide the Bank with a copy of the current compliance schedule and all other relevant certificates issued by a licensed building practitioner which evidence that the inspection, maintenance and reporting procedures stated in the compliance schedule have been fully complied with.
- (f) maintain full replacement insurance, loss of rental income insurance for not less than 24 months and adequate public risk insurance for all properties charged to the Bank with the Bank's interest as mortgagee noted in all policies, and provide evidence of the same to the Bank upon request. The insurance must include natural disaster cover and the excess for such natural disaster cover must not be more than 5% of the sum insured.
- (g) provide to the Bank, at the Borrower's cost, the Borrower's annual financial statements for both Obligors, prepared in accordance with GAAP within 6 months of each balance date.
- (h) may not incur any capital expenditure outside of the project budget in excess of \$50,000 without the Bank's prior written consent.
- (i) only make a dividend payment to its shareholders if the amount of such payment does not exceed the total cash available to the Borrower and the Borrower is compliant with all of its obligations under this Facility and the Related Facility at the time that the payment is made, and are forecast to continue to be compliant with all obligations under this Facility and the Related Facility.
- (j) provide to the Bank a copy of the code compliance certificate for the Stage Two Works within 7 days of issue. It will be an Event of Review if the code compliance certificate has not issued by 1 June 2017.
- (k) issue a Product Disclosure Statement for the issue of not less than \$10,400,000 of convertible notes (the **Convertible Notes**) prior to 1 August 2017. Prior to issuing the Product Disclosure Statement to the market, the final form of the Product Disclosure Statement and the terms of offer must be reviewed and be acceptable in all respects to the Bank's solicitors. The Bank's solicitors' review must confirm to the Bank that the Convertible Notes are fully subordinated to this Facility and the Related Facility;
- (l) the Borrower's solicitors must certify to the Bank that the Product Disclosure Statement for the issue of the Convertible Notes complies with all requirements of the Financial Markets Conduct Act 2013 and any related laws. The form of such certification must be acceptable to the Bank's solicitors in all respects in their sole discretion.
- (m) provide the Bank with copies of the management accounts for each Obligor on a quarterly basis. Such management accounts shall be provided within 30 days of the end of each quarter, and be in a format acceptable to the Bank in its sole discretion.

- (n) the Borrower must complete seismic strengthening work to the Property so that all buildings on the Property are no less than 67% of New Building Standard for seismic loading by 31 March 2018. The Borrower must provide a report from a suitably qualified engineer confirming the seismic strengthening work has been completed and the buildings are not less than 67% of the New Building Standard for seismic loading by 31 March 2018.
- (o) apply the first \$9,520,000 raised from the Convertible Notes in permanent repayment and reduction of the Facility and the Related Facility. Following any such repayment, the relevant facility limit shall be reduced and funds repaid may not be redrawn. Funds raised from the Convertible Notes in excess of \$9,520,000 may be applied in repayment of the Mezzanine Funding Finance Facility.

8.2 Derivative Facility: The Borrower agrees, in relation to the Derivative Facility, that:

- (a) the Derivative Facility may only be used for hedging interest rate exposures under Facilities provided by the Bank and not for any speculative purposes;
- (b) if the Facility is repaid and all of the Bank's security is released, all outstanding exposure and interest rate swaps under the Derivative Facility must be either closed out, or settled, using alternative security satisfactory in all respects to the Bank;
- (c) the expiry date of any interest rate swap under the Derivative Facility is not to exceed 1 June 2022, without the prior written consent of the Bank and, to the extent that any interest rate swap is entered into after the Expiry Date, it may be terminated by the Bank at any time;
- (d) no interest rate swap will be closed out or settled prior to its scheduled termination date without the prior written consent of the Bank; and
- (e) after 1 June 2019, any contract taken out under the Derivative Facility may be terminated by the Bank at any time. This date may be extended in accordance with any extension of the term of the Facility under clause 2.4.

9. FINANCIAL UNDERTAKINGS

9.1 Financial Undertakings: Each Obligor undertakes to the Bank that it will comply with the reporting undertakings in clause 4.3 of the Terms and with the following additional financial undertakings:

- (a) **Interest Coverage Ratio:** the Interest Coverage Ratio shall be not less than:
 - (i) 1.75:1 at all times from the initial Drawdown Date until (and including) 30 September 2017. The Bank shall test the Interest Coverage Ratio every quarter following the Commencement Date against the Borrower's management accounts; and
 - (ii) 2.0:1 at all times from 1 October 2017. The Bank shall test the Interest Coverage Ratio every quarter from 31 December 2017 against the Borrower's management accounts.

- (b) **Loan to Value Ratio:** the Loan to Value Ratio shall not exceed 50% at all times.

9.2 Loan to Value Covenant: In the event of non-compliance with the undertaking contained in clause 9.1(b) (*Loan to Value Ratio*), then the Bank may give notice to the Borrower and require the Borrower to, within 30 days of notice, prepay such amount as the Bank considers necessary and/or, at the sole discretion of the Bank, provide such other additional security acceptable to the Bank to ensure that the Borrower complies with such undertaking. While the Borrower must comply with the Loan to Value Ratio at all times, it will be first tested by the Bank as at 31 March 2018.

For the purposes of this clause 9:

"EBITD" means the monthly earnings of the Borrower from the Property before interest, tax and depreciation, multiplied by the number of months comprising the Relevant Period being tested by the Bank, as determined by the Bank in all respects;

"Facility Limits" means on any date, the aggregate of the facility limits applying to the Relevant Facilities.

"Interest Coverage Ratio" means, on any date, the ratio of EBITD to Interest Expense.

"Interest Expense" means on any date the monthly interest cost of the Borrower under the Relevant Facilities multiplied by the number of months comprising the Relevant Period being tested by the Bank, as determined by the Bank.

"Loan to Value Ratio" means, on any date, the ratio of the greater of the Outstanding Money under the Relevant Facilities (excluding any contingent liability related to any Derivative Facility) and the Facility Limits to Property Values (expressed as a percentage) on that date.

"Property Values" means, on any date, the current market value of the Property as evidenced by the most recent valuation of the Property held by the Bank from a valuer approved by the Bank.

"Relevant Facilities" means this Facility and the Related Facility.

"Relevant Period" means each period of 3, 6, 9 or 12 months, as determined by the Bank.

10. SECURITY DOCUMENTS

10.1 Security Documents: The following agreements or documents are Security Documents for the purposes of this Agreement and the Terms:


- (a) The existing first mortgage over the Mall Property.
- (b) The existing first mortgage over the Chalmers St Property.
- (c) The existing all obligations deed of guarantee and indemnity from the Guarantor and the Borrower in relation to the obligations of the Borrower and the Guarantor to the Bank.
- (d) The existing deed of assignment of lease granted by the Borrower in respect of its Lease with Hornby Working Mens Club and Mutual School of Art Incorporated over 212 carparking spaces owned by the Borrower;
- (e) The existing general security deed creating and providing for security interests over all present and after acquired assets of the Borrower (with priority over all other security interests in personal property except as permitted by the deed).
- (f) The existing general security deed creating and providing for security interests over all present and after acquired assets of the Guarantor (with priority over all other security interests in personal property except as permitted by the deed).
- (g) The deed of priority of securities between the Bank as first mortgagee and the Mezzanine Funding Facility Providers as subsequent mortgagees establishing the Bank's first priority amount at \$80,000,000 plus interest and costs.

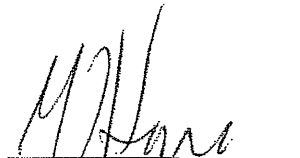
EXECUTION

THE BORROWER

SIGNED for and on behalf of
**SHOPPING CENTRE INVESTMENTS
LIMITED**

in the presence of


Director


Director

Witness signature

Full name

Address

Occupation

Initial Address for Notices to the Borrower:

Address:

Fax No:

Phone No:

Attention:

Notes on Execution by a Company

1. All signatories shall clearly print their name where indicated*.
2. Where signed by two or more Directors, the signatures do not need to be witnessed.
3. Where signed by only one Director, or one Director and another authorised person, or duly authorised attorneys, all signatures must be witnessed.
4. If signed by duly authorised attorneys, certificates of non-revocation of power of attorney must be provided.

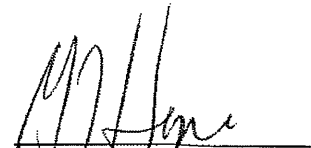


THE GUARANTOR

SIGNED for and on behalf of
**B C CHALMERS INVESTMENTS
LIMITED**

in the presence of


Director


Director

Witness signature

Full name

Address

Occupation

Initial Address for Notices to the Guarantor:

Address:

Fax No:

Phone No:

Attention:

Notes on Execution by a Company

1. All signatories shall clearly print their name where indicated*.
2. Where signed by two or more Directors, the signatures do not need to be witnessed.
3. Where signed by only one Director, or one Director and another authorised person, or duly authorised attorneys, all signatures must be witnessed.
4. If signed by duly authorised attorneys, certificates of non-revocation of power of attorney must be provided.



ASB BANK LIMITED

FACILITY AGREEMENT: DEVELOPMENT FUNDING FACILITY (\$3,045,000)

BETWEEN:

1. **ASB BANK LIMITED** (referred to in this Facility Agreement as the "Bank", "we", "us" and/or "our"); and
2. **SHOPPING CENTRE INVESTMENTS LIMITED** (referred to in this Facility Agreement as the "Customer", "you" and/or "your"); and
3. **B C CHALMERS INVESTMENTS LIMITED** (together referred to in this Facility Agreement as "Guarantor").

Facility: We agree to provide the Facility recorded in this Facility Agreement to you on and subject to the Facility Terms. Our rights to payment under this Facility Agreement arise in connection with our interests in land under the Securities.

Facility Terms: The terms and conditions applying to this Facility are recorded in:

- (a) this Facility Agreement;
- (b) the Development Terms and Conditions;
- (c) the General Terms and Conditions (reference number PFU 03/10);
- (d) the Securities specified in the Securities Schedule; and
- (e) the Related Documents specified in the Securities Schedule;

all of which are referred to in this Facility Agreement as the "Facility Terms".

Handwritten signature and initials in the bottom right corner of the page.

ACKNOWLEDGEMENTS

The Customer and the Guarantor by signing this Facility Agreement each:

- (a) accept this Facility on and subject to the Facility Terms;
- (b) acknowledge having received copies of each document comprising the Facility Terms;
- (c) acknowledge and agree that the Securities and all future securities granted by the Customer, the Guarantor or any other person as a guarantor will secure all the Customer's indebtedness and the Guaranteed Indebtedness; and
- (d) acknowledge and agree that the disclosure provisions of the Credit Contracts and Consumer Finance Act 2003 do not apply.

DATED:

12 June

2017

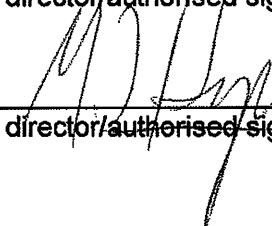
SIGNED

**SIGNED by SHOPPING CENTRE
INVESTMENTS LIMITED by:**

Thomas McNeil Pyde
Full name of director/authorised signatory


Signature of director/authorised signatory

Michael John Keyse
Full name of director/authorised signatory


Signature of director/authorised signatory

Witness:
(if other than two directors sign)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

**SIGNED by B C CHALMERS
INVESTMENTS LIMITED by:**

Thomas McNeill Pryde

Full name of director/authorised signatory



Signature of director/authorised signatory

Michael John Keyse

Full name of director/authorised signatory



Signature of director/authorised signatory

Witness:

(if other than two directors sign)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

FINANCIAL DETAILS

1. **Facility Limit:** The maximum amount you may drawdown under this Facility is \$3,045,000 for the purpose of assisting with the funding of the earthquake strengthening and upgrading of the Southern Collonnade area within The Hub Hornby Mall Shopping Centre.

2. **Interest Rate:** The interest rate applying to this Facility is a variable interest rate calculated at a rate equal to the aggregate of the Bank's Corporate Indicator Rate plus a margin.

The Corporate Indicator Rate is the rate determined by the Bank as its Corporate Indicator Rate and is subject to change by the Bank in its absolute discretion at any time and from time to time, including prior to the first Drawdown Date.

No prior notice of an increase or a decrease of the Corporate Indicator Rate will be given to you.

The Corporate Indicator Rate was 4.50% per annum as at 11 May 2017.

As at the date this Facility Agreement was prepared, the margin was 1.50% per annum. We have the right to amend the margin at any time to such rate as we determine in our discretion.

An alteration to the margin shall be made by notice in writing to you and shall be effective immediately from the date specified in the notice.

3. **Fees:** An establishment fee of \$1,522 is payable by you on or before the date of this Facility Agreement.

Unpaid fees which we debit to your Development Funding Facility Account shall be deemed to be a Drawing.

AVAILABILITY

4. **Conditions Precedent to Availability:** This Facility will not be available, and you may not request a Drawing, until:

- (a) all documents comprising the Facility Terms and the Related Committed Cash Advances Facility Agreement, (including an Authorised Person's certificate in the form of Schedule 3) properly signed, have been received by us and found satisfactory by us or our lawyers (including evidence as to the matters referred to in clause 2.1(a) of the General Terms and Conditions), and our lawyers have provided us with a solicitors' certificate in form and substance acceptable to us;
- (b) all the conditions and requirements specified by our lawyers and advised to your lawyers, and all the

conditions and requirements specified in this Facility Agreement, the Related Committed Cash Advances Facility Agreement, the Development Terms and Conditions and the Finance Proposal, which are to be satisfied prior to any Drawing by you have been satisfied (unless, and to the extent, we agree in our discretion to modify or waive, or defer compliance with, any condition or requirement);

- (c) we are satisfied that our insurance requirements have been fully complied with including evidence that satisfactory contractor's all risk insurance is in place and out interest is noted. This is to be confirmed in the Project Consultant's Report;
- (d) all fees and other amounts payable by you on acceptance of the Finance Proposal or before this Facility becomes available (including Consultancy Costs and legal fees) have been paid or arrangements for payment acceptable to us have been agreed;
- (e) we have received an acceptable, executed Project Consultant appointment letter;
- (f) we have received a Project Consultant's Report which is in all respects acceptable to us, and we are satisfied with all matters relating to or incidental to the proposed Development;
- (g) you satisfy us that all resource consents and building consents relating to the Development have been granted (unless and to the extent we agree in our discretion to defer or waive compliance or full compliance with this requirement and, if we do, subject to such conditions and undertakings as we require);
- (h) we have received directors' certificates completed and executed by the directors of each Obligor that is a company in a form acceptable to us; and
- (i) the conditions precedent in clauses 4.1(d) and (f) of the Related Committed Cash Advances Facility Agreement have been met.

All conditions contained in this clause 4 and information provided to the Bank in respect of the same must be acceptable to the Bank in all respects.

5. Cancellation:

We have the right in our discretion to withdraw our offer to provide this Facility and to cancel this Facility Agreement if the conditions precedent as to availability are not satisfied by 15 July 2017 (or such later date as we may agree to in writing in our discretion). If we exercise this right, you will remain liable to and agree to pay the fees referred to in the clause headed

"Fees" and all Consultancy Costs and legal fees incurred on our instructions prior to cancellation.

6. Conditions Precedent to Drawings:

We will not be obliged to make a Drawing requested by you available to you, and may refuse at any time to make a Drawing under the Facility Agreement if:

- (a) any of the conditions precedent as to availability specified or referred to in this Facility Agreement or the Development Terms and Conditions are not satisfied or cease to be satisfied or complied with (in whole or in part, and whether or not under your control); or
- (b) any Default Event occurs or arises; or
- (c) any Review Event occurs or arises; or
- (d) any Adverse Circumstances occur or arise; or
- (e) in our opinion, providing any Drawing requested by you will or is likely to result in:
 - (i) your indebtedness to us exceeding the Facility Limit (whether immediately or having regard to the circumstances then prevailing or likely to arise); or
 - (ii) the Costs to Complete exceeding the Available Facility; or
 - (iii) a breach of any conditions or requirements, or of any of your undertakings, specified in this Facility Agreement or in the Development Terms and Conditions; or
- (f) budgetary allowances made for undertaking and completing the Development or any part of the Development as specified in the Development Budget are exceeded and you do not fully fund unbudgeted costs from sources other than Drawings; or
- (g) where we have agreed to defer compliance or full compliance with any undertaking, condition or requirement, you do not comply with or fully comply with any conditions specified by us relating to such undertakings, conditions or requirements.

7. Drawings:

Subject to the conditions and requirements specified in this Facility Agreement and in the Development Terms and Conditions, you may request drawdowns of the Facility as follows:

- (a) You must give us a Drawdown Notice, properly completed and signed, specifying the amount of the Drawing requested by you. Unless we agree otherwise in our discretion, you may not request a Drawing more

frequently than at monthly intervals, nor include allowance for GST in the amount of each Drawing requested by you.

- (b) We must receive each Drawdown Notice at least 2 Business Days prior to the proposed Drawdown Date specified in that Drawdown Notice. A Drawdown Notice issued by you will be irrevocable.
- (c) Unless, in our discretion, we agree otherwise, each Drawdown Notice must be accompanied by a Progress Certificate and, if we so require, a Progress Report (unless provided to us separately by our Project Consultant) dated no more than 5 Business Days prior to the proposed Drawdown Date in accordance with clauses 2.3 and 2.4 of the Development Terms and Conditions.
- (d) We must be satisfied that the security margins specified in the clause headed "Security Margins" will not be exceeded.
- (e) The amount you request for a Drawing must not exceed the amount certified for payment as specified in the related Progress Certificate.
- (f) We must be satisfied that the amount of any Drawing requested is properly payable, and that no events or circumstances have occurred or arisen, or are likely to occur or arise, justifying a refusal to provide a Drawing under any of the Facility Terms.
- (g) If requested by us, you must provide, or procure the provision to us or our Project Consultant of, such invoices, information, verifications and certificates as we require in our discretion.
- (h) We may require evidence satisfactory to us (or to our Project Consultant) verifying that all payments in connection with the Development which are properly due and payable to relevant persons (including the Contractor, the Contractor's subcontractors and your consultants) have been paid (except to the extent intended to be funded by the Drawing requested).
- (i) If not fully satisfied in our discretion, we may withhold or delay payment of all or part of any Drawing requested by you until all matters have been resolved to our satisfaction.
- (j) In accordance with clause 3.9 of the Development Terms and Conditions, unless otherwise agreed by us, all Drawings may be advanced by us directly to the Contractor or any other relevant Creditor.

- (k) All disbursements for the Development must be paid from the Facility.

8. Application of Drawings:

The following conditions and requirements apply to all Drawings we provide:

- (a) Drawdowns are to be made on a Costs to Complete basis.
- (b) You must apply all amounts drawdown under this Facility in payment of direct costs of and incidental to the Development as specified in the Development Budget, and for no other purpose without our prior written approval.
- (c) You must not apply any part of a Drawing in or towards payment of any expenditure which is provided for in the Development Budget as a contingency allowance without our prior express approval.
- (d) You must promptly apply each Drawing provided to you in payment of the amounts to which the corresponding Progress Certificate relates.
- (e) As a condition of providing Drawings, we may require that satisfactory audit and payment control arrangements are effected to satisfy us that each Drawing is applied for the intended purposes.

10. Security Margins:

Each Obligor agrees and undertakes to us:

- (a) that the Costs to Complete will at all times be less than the Available Facility;
- (b) that your indebtedness to us will not at any time exceed the Facility Limit;
- (c) that the Interest Coverage Ratio shall not be less than:
 - (i) 1.75:1 at all times from the initial Drawdown Date under the Relevant Facilities until (and including) 30 September 2017. The Bank shall test the Interest Coverage Ratio every quarter following the initial Drawdown Date under the Relevant Facilities against the Customer's management accounts;
 - (ii) 2.0:1 at all times from 1 October 2017. The Bank shall test the Interest Coverage Ratio every quarter from 31 December 2017 against the Customer's management accounts; and
- (d) that the Loan to Value Ratio shall not exceed 50% at all times.

- (e) In the event of non-compliance with the undertaking contained in clause 10(d), then the Bank may give notice to the Customer and require the Customer to, within 30 days of notice, prepay such amount as the Bank considers necessary and/or, at the sole discretion of the Bank, provide such other additional security acceptable to the Bank to ensure that the Customer complies with such undertaking. While the Customer must comply with the Loan to Value Ratio at all times; it will be first tested by the Bank as at 31 March 2018.

For the purposes of this clause 10:

"EBITD" means the monthly earnings of the Customer from the Land before interest, tax and depreciation, multiplied by the number of months comprising the Relevant Period being tested by the Bank, as determined by the Bank in all respects;

"Facility Limits" means on any date, the aggregate of the facility limits applying to the Relevant Facilities.

"Interest Coverage Ratio" means, on any date, the ratio of EBITD to Interest Expense.

"Interest Expense" means on any date the monthly interest cost of the Customer under the Relevant Facilities multiplied by the number of months comprising the Relevant Period being tested by the Bank, as determined by the Bank.

"Loan to Value Ratio" means, on any date, the ratio of the greater of the Moneys Owed under the Relevant Facilities (excluding any contingent liability related to any Derivative Facility) and the Facility Limits to Property Values (expressed as a percentage) on that date.

"Property Values" means, on any date, the current market value of the Land as evidenced by the most recent valuation of the Land held by the Bank from a valuer approved by the Bank.

"Relevant Facilities" means this Facility and the Related Committed Cash Advances Facility.

"Relevant Period" means each period of 3, 6, 9 or 12 months, as determined by the Bank.

11. Maximum Term:

Unless, in the exercise of our rights under the Facility Terms we require earlier repayment, you must repay all the Moneys Owed no later than Final Repayment Date.

SECURITY

12. Securities:

The Securities specified in the Securities Schedule (and all other future securities which you or the Guarantor grant to us or arrange) will secure your indebtedness (including the

Moneys Owed), the Guaranteed Indebtedness and the Secured Indebtedness. In addition to the Securities, all the Related Documents referred to in the Securities Schedule must be finalised and signed by all the parties to them (other than us) and be delivered to us.

13. Insurances:

All insurable assets charged by the Securities must at all times be insured with an insurer acceptable to us for the full replacement value (or, if such assets are not insurable for full replacement value, for the full insurable value) for all insurable risks (including earthquake, volcanic and seismic activity) associated with the Development and which a prudent developer would effect and maintain in accordance with best commercial practice including the following types of insurance policies:

- (a) contract works insurance (including public liability cover) pending completion of construction works for the Development; and
- (b) material damage insurance (including public liability cover) to take effect immediately following practical completion of construction works or sectional works for the Development; and
- (c) where the Development includes a subdivision under the Unit Titles Act 2010:
 - (i) a principal insurance policy (as defined by section 134 of that Act);
 - (ii) a mortgage redemption policy (pursuant to section 137 of that Act); and
- (d) natural disaster cover and the excess for such natural disaster cover must not be more than 5% of the sum insured.

All insurances must be effected with an insurer having a current financial strength rating under the Insurance (Prudential Supervision) Act 2010 no lower than AA- on the Standard & Poors rating system (or an equivalent rating from a rating agency approved pursuant to section 62 of that Act).

Our interest as first mortgagee must be endorsed on each insurance policy required under this clause in accordance with our standard insurance requirements and verified to us by the insurer to our satisfaction. Proof that premiums have been paid and insurance covers are current both prior to the Facility becoming available and at all times whilst any Money Owed remain outstanding must also be provided to us to our satisfaction.

PAYMENTS

14. **Compulsory Repayments:** The Customer shall make compulsory repayments of the Moneys Owed under this Facility and the Related Committed Cash Advances Facility of not less than \$9,520,000 in aggregate by 1 December 2017. Such repayments shall be applied in permanent reduction of each Facility and the facility limits thereunder.
15. **Interest Payments:** Interest calculated and payable at the Interest Rate will accrue on a daily basis on all Drawings. Interest so calculated is payable on each Interest Payment Date. In any event, we may debit your Development Funding Facility Account for interest payable by you.
16. **Prepayments:** Subject to giving us not less than 5 Business Days prior notice, you may prepay Drawings advanced to you under this Facility Agreement in multiples of \$10,000 at any time. Any such notice is to be irrevocable and is to specify the amount to be prepaid and the prepayment date. Amounts prepaid will not be available for redrawing under this Facility. The Facility Limit and the Available Facility will reduce by an amount equal to all prepayments.
17. **Repayment from Sales:** The net sale proceeds payable under each Presale must be applied towards repayment of the Moneys Owed. The Facility Limit and the Available Facility will reduce by amounts repaid under this clause. In this clause, "net sale proceeds" means the purchase price specified in each Presale less GST, reasonable legal costs and market related real estate agents commissions for each Presale (acceptable to us in all respects).

OTHER TERMS

18. **Releases of Securities:** Where you require a partial release of any Securities to effect settlement of a Presale, your lawyer must:
- (a) give us at least 10 Business Days prior notice of the intended settlement date;
 - (b) advise details of the net sale proceeds intended to be paid to us in reduction of the Moneys Owed, and how that amount has been calculated;
 - (c) provide us (or, if we so require, our lawyers) with appropriate partial releases of the relevant Securities in respect of the Presales due to be settled for signing by us; and

- (d) give us such information and undertakings as we require at least 2 Business Days before partial releases of any Securities are required to effect settlements of Presales.

19. Facility Terms:

The representations, warranties and undertakings specified in or referred to in any of the documents comprising the Facility Terms shall be deemed to have been made and given respectively by you and the Guarantor when signing this Facility Agreement, and shall also be deemed to be continuously repeated for so long as any Moneys Owed remain outstanding to us and by reference to the circumstances then prevailing.

20. Special conditions:

Each Obligor agrees that:

- (a) all Facilities are subject to annual review by us and you will provide such information as we may reasonably require to enable us to carry out an annual internal assessment of your financial position to ensure that there has been no adverse change in your creditworthiness, in our discretion.
- (b) unless otherwise agreed by us in writing in our absolute discretion you must, and you undertake to, promptly comply with your obligations under the GST Act, and do everything necessary so as to be entitled to receive refunds of GST in accordance with the GST Act as soon as possible;
- (c) you will provide us with annual financial statements for both Obligors, prepared in accordance with accepted New Zealand Accounting Standards, within 6 months of each balance date;
- (d) you will provide us on an annual basis, at your cost, with an updated valuation for mortgage purposes for the Land prepared by a valuer acceptable to us and which complies with our valuation requirements including that it must be addressed to us and be for mortgage purposes;
- (e) you will notify the Bank immediately of any material matters in relation to lease terms, tenant disputes and/or rental arrears in respect of the Farmers and Pak n Save Leases;
- (f) you will not incur any capital expenditure outside of the Project budget in excess of \$50,000 without the Bank's prior written consent;
- (g) you may only make a dividend payment to your shareholders if the amount of such payment does not exceed the total cash available to you and you are in compliance with all of your obligations under this Facility and the Related Committed Cash Advances Facility at the time that the payment is made, and will continue to

be in compliance following the payment being made;

- (h) you must provide to the Bank a copy of the code compliance certificate for the Stage Two Works within 7 days of issue. It will be a Review Event if the code compliance certificate has not issued by 1 June 2017;
- (i) you must issue a Product Disclosure Statement for the issue of not less than \$10,400,000 of convertible notes (the **Convertible Notes**) prior to 1 August 2017. Prior to issuing the Product Disclosure Statement to the market, the final form of the Product Disclosure Statement and the terms of offer must be reviewed and be acceptable in all respects to the Bank's solicitors. The Bank's solicitors' review must confirm to the Bank that the Convertible Notes are fully subordinated to this Facility and the Related Committed Cash Advances Facility;
- (j) your solicitors must certify to the Bank that the Product Disclosure Statement for the issue of the Convertible Notes complies with all requirements of the FMCA and any related laws. The form of such certification must be acceptable to the Bank's solicitors in all respects in their sole discretion;
- (k) you will provide the Bank with copies of the management accounts for each Obligor on a quarterly basis. Such management accounts shall be provided within 30 days of the end of each quarter, and be in a format acceptable to the Bank in its sole discretion;
- (l) you must complete seismic strengthening work to the buildings on the Land so that all buildings on the Land are no less than 67% of New Building Standard for seismic loading by 31 March 2018. You must provide a report from a suitably qualified engineer confirming the seismic strengthening work has been completed and the buildings are not less than 67% of the New Building Standard for seismic loading by 31 March 2018;
- (m) you must apply the first \$9,520,000 raised from the Convertible Notes in permanent repayment and reduction of the Facility and the Related Committed Cash Advances Facility. Following any such repayment, the relevant facility limit shall be reduced and funds repaid may not be redrawn. Funding raised from the Convertible Notes in excess of \$9,520,000 may be applied in repayment of the Mezzanine Finance Facility;
- (n) you must deposit all rental income from all Leases directly into your account with the Bank;
- (o) you must maintain and provide the Bank with copies of each new building warrant of fitness, compliance

schedule and, if applicable, each new fire sprinkler inspection certificate within 30 days after the due date for issuing of the same for all buildings forming part of the Land for which a compliance schedule has been issued in terms of the Building Act 2004. Upon request by us, you must provide the Bank with a copy of the current compliance schedule and all other relevant certificates issued by a licensed building practitioner which evidence that the inspection, maintenance and reporting procedures stated in the compliance schedule have been fully complied with;

- (p) if at any time at our sole discretion, the Costs to Complete the Development will exceed the Available Facility, you must fund the shortfall from your resources;
- (q) all disbursements for the Development are to be paid from this Facility;
- (r) we reserve the right in our absolute discretion to make payments from your Facility in the form of a Drawing that is due and payable in relation to the Development direct to the respective creditors;
- (s) if at any time at our sole discretion, the Costs to Complete the Development will exceed the Available Facility, no further drawdowns of the Facility will be available until the Bank and the Customer have agreed to satisfactory arrangements for the funding of any such shortfall; and
- (t) all Drawings under this Facility must be applied in payment of certified costs in connection with the Development.

21. Interpretation:

In this Facility Agreement:

"Chalmers Street Property" means the property situated at 13 Chalmers Street, Hornby, Christchurch, being the land comprised and described in certificate of title 39748 (Canterbury Registry);

"Development Account" means your Commercial Cheque Account with us, being Account No. 12-3221-0124684-00;

"Development Funding Facility Account" means your account with us (not accessible by you) under which this Facility is loaded and your indebtedness to us hereunder accrues (including the accrual and charging of interest, fees and other charges), being Account No. 12-3221-0124684-01;

"Existing Facilities" means the following:

- (a) The existing \$27,000,000 committed cash advances facility, Contract Number 26914938-NZD-19;

- (b) The existing \$38,450,000 committed cash advances facility, Contract Number 26883332-NZD-30; and
- (c) The existing \$8,375,000 committed cash advances facility (not fully drawn), Contract Number 26914937-NZD-20.

"Facility Limit" means the amount specified in clause 1 but reduced by any and all amounts repaid or prepaid by you;

"Final Repayment Date" means 30 June 2018;

"Finance Proposal" means the offer specified in our letter dated 11 May 2017 specifying the outline terms for this Facility (if applicable, as subsequently modified in writing by us);

"FMCA" means the Financial Markets Conduct Act 2013;

"GST" means goods and services tax in terms of the GST Act;

"GST Act" means the Goods and Services Act 1985;

"Guaranteed Indebtedness" has the same meaning defined in our standard form of Deed of Guarantee and Indemnity;

"Land" means:

- (a) the Mall Property;
- (b) the Chalmers Street Property; and
- (c) any other real property owned by the Obligors and mortgaged to the Bank;

"Mall Development" means the expansion and development of the Mall Property including (without limitation) the expansion of the mall to include a new 2 level Farmers store and a new shopping concourse and the upgrade of existing buildings;

"Mall Property" means the property known as The Hub Hornsby Mall situated at 418 Main South Road, Christchurch, being the land currently comprised and described in certificates of title CB7D/1082 and 650093 (Canterbury Registry);

"Mezzanine Finance Facility" means the mezzanine finance facilities provided by the Mezzanine Finance Providers to the Customer to partially fund stage two of the Mall Development;

"Mezzanine Finance Providers" means the providers of the Mezzanine Finance Facility;

"Obligors" means the Borrower and the Guarantor;

"Product Disclosure Statement" has the meaning given to it in the FMCA;

"Project" means the development project specified in the Development Plans for the earthquake strengthening and upgrading of the Southern Collonade area within The Hub Hornby Mall Shopping Centre;

"Related Documents" means each of the documents specified as such in the Securities Schedule;

"Related Committed Cash Advances Facility Agreement" means the committed cash advances facility agreement to refinance and restructure the Customer's Existing Facilities entered into between you and us contemporaneously with this Facility Agreement;

"Secured Indebtedness" has the same meaning defined in Memorandum of Mortgage Registered No. 2015/4322;

"Securities" means each of the securities listed in the Securities Schedule, in each case in the Bank's standard form without amendment (except as may be agreed to by the Bank in its discretion);

"Securities Schedule" means the schedule so entitled attached to this Facility Agreement as Schedule 1;

"Stage Two Works" means the works undertaken on stage two of the Development comprising the completion of the balance of the redevelopment of the Mall Property as described in the Colliers valuation dated 28 August 2013 as amended to reflect the most recent plans and specifications; and

This is a Development Facility Agreement for the purposes of the Development Terms and Conditions.

References to the "Customer" or "you" in this Facility Agreement and the Development Terms and Conditions shall be deemed to be a reference to "Borrower" as that term is defined in the General Terms and Conditions.

Words and expressions defined, and references construed, in the Development Terms and Conditions and in the General Terms and Conditions and not otherwise defined in this Facility Agreement have the same meanings and constructions where used in this Facility Agreement unless the context otherwise requires. If there is any conflict between this Facility Agreement and the Development Terms and Conditions or the General Terms and Conditions, the provisions of this Facility Agreement shall prevail. If there is any conflict between the Development Terms and Conditions and the General Terms and Conditions, the provisions of the Development Terms and Conditions shall prevail.

For the purposes of this Facility Agreement only, clause 6.1 of the General Terms and Conditions shall be deemed to be deleted and clause 2.6 of the Development Terms and Conditions shall apply.

SCHEDULE 1
SECURITIES SCHEDULE

1. Existing first registered mortgage over the Mail Property;
2. Existing first registered mortgage over the Chalmers Street Property;
3. Existing first ranking security interest and charge over all the assets of the Customer including all present and after-acquired personal property;
4. Existing first ranking security interest and charge over all the assets of the Guarantor including all present and after-acquired personal property;
5. Existing all obligations guarantee and indemnity in favour of the Bank from the Guarantor and the Customer;
6. Existing deed of assignment of lease granted by the Customer in respect of its Lease with Hornby Working Mens Club and Mutual School of Art Incorporated over 212 carparking spaces owned by the Customer;
7. Existing deed of priority of securities between the Bank as first mortgagee and the Mezzanine Funding Facility Providers as subsequent mortgagees establishing the Bank's first priority amount at \$80,000,000 plus interest and cost; and
8. Any and all other existing securities granted by you or the Guarantor or any other person as security for your indebtedness to us present or future.

SCHEDULE 2
FORM OF DRAWDOWN NOTICE

To: ASB Bank Limited

From: Shopping Centre Investments Limited

Drawdown Notice under Development Facility Agreement (\$3,045,000) dated []
("Facility Agreements") – to assist with the with the funding of the earthquake
strengthening and upgrading of the Southern Collonnade area within The Hub Hornby
Mall Shopping Centre ("Project")

Progress claims totalling \$ [] plus GST totalling \$ [] are payable in
respect of the Project on [].

It is proposed to fund progress claims:

- (a) by a drawdown under this Facility Agreement of \$[] (which excludes
allowance for GST).

A Progress Certificate relating to this request for Drawings under the Facility Agreement is
attached.

Please pay the amount of the Drawing under this Facility Agreement to the credit of our
Development Account.

We undertake that to the best of our knowledge and belief no Default Event, Review Event, or
Adverse Circumstances (as defined in the Development Terms and Conditions) has occurred or
arisen or is subsisting or likely to occur or arise, and that the undertakings representations and
warranties specified in the Facility Agreements and the Development Terms and Conditions
remain true and accurate in all material respects as if made on the date of this Drawdown
Notice.

Dated: (*)

**Signed for and on behalf of SHOPPING
CENTRE INVESTMENTS LIMITED by**

Signature of Authorised Person

M J KEYS
DIRECTOR

SCHEDULE 3

AUTHORISED PERSONS – DRAWDOWN NOTICES

SHOPPING CENTRE INVESTMENTS LIMITED nominates and authorises the following persons (whose names and signatures are specified below) to request Drawings and to sign Drawdown Notices for the purposes of this Facility Agreement. Each of those persons is authorised to request Drawings by fax and by email. The Bank is authorised to act on any request for a Drawing transmitted by fax or by email even if it is not signed. It is acknowledged that clause 3.2 of the Development Terms and Conditions will apply to notices given by fax and by email.

Full name(s)

Signature(s)

MICHAEL JOHN KEYSE

ANDREW BRIAN KIDD

Jane Lockman

Dated: (*) 12 June 2017

Signed by **SHOPPING CENTRE
INVESTMENTS LIMITED**

Thomas McNeil Pryde
Signature of director

Thomas McNeil Pryde
Name of director

Michael John Keyse
Signature of director

Michael John Keyse
Name of director