

ASX ANNOUNCEMENT

Melbourne, Australia, 20 June 2023: The Sustainable Nutrition Group (**ASX:TSN**) ("**TSN**" or the "**Company**"), a producer, manufacturer and distributor of premium hemp and plant-based nutrition products, wishes to provide the following update in relation to its proposed merger with Elixinol Wellness Limited ("**Elixinol Wellness**") (**ASX:EXL**), by way of a scheme of arrangement ("**Share Scheme**"), pursuant to a binding scheme implementation deed ("**Scheme Implementation Deed**"), announced to the ASX on 29 November 2022 (as varied).

Further Advance of Loan Funding from EXL

Separate to the Scheme, Elixinol Wellness Limited agreed to extend a 12-month secured loan of up to \$2.0m to TSN's operating subsidiary, The Sustainable Nutrition Group (Australia) Pty Ltd ACN 614 061 794 ("**TSN Australia**") to enable the Company to refinance existing debt, to cover the costs, fees and expenses to undertake the Scheme as well as working capital requirements in the period prior to the Scheme becoming Effective ("**Initial Loan**").

On 20 June 2023, pursuant to an Amendment and Restatement Deed, the initial maximum aggregate facility amount was increased from \$2.0m to \$2.4m to cover TSN's additional working capital requirements resulting from the effluxion of time since entering into the Scheme Implementation Deed, and the consequent delay to the expected timetable for implementation of the Scheme ("**Further Advance**").

The Initial Loan and Further Advance (collectively the "**Loan**") are on arm's length commercial terms, with an interest rate of 11.51% per annum.

Upon the Scheme becoming Effective, the Loan will be refinanced to an unsecured intercompany loan governed by Elixinol's Umbrella Intercompany Loan Agreement. If the Scheme does not complete, the Loan is repayable in full by 28 November 2023.

As at the date of this announcement, \$2.0m has been advanced to TSN. The company intends to allocate the Further Advance to the payment of remaining liabilities to its contracted hemp growers.

First Court Date

The Federal Court of Australia has set down the First Court Date in respect of the proposed Scheme on Wednesday, 28 June 2023, and the Second Court Date on Monday, 7 August 2023.

Deed entered into by Elixinol Wellness Ltd

TSN confirms that EXL has entered into and delivered to TSN a Deed Poll pursuant to which Elixinol Wellness covenants in favour of all Scheme Shareholders to perform certain obligations to give effect to the Scheme, the doing of which at least one Business Day prior to the First Court Date is an obligation of Elixinol Wellness under the Scheme Implementation Deed.


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Indicative Timetable and Next Steps

Based on the hearing dates allocated by the Federal Court of Australia, an updated indicative timetable for completion of the transactions the subject of the Scheme is set out below. This timetable remains subject to change due to factors including Court discretion and the timing of any necessary regulatory approvals.

First Court Hearing	28 June 2023
Notice of Scheme Meeting and Scheme Booklet sent to TSN shareholders	3 July 2023
Scheme Meeting	2 August 2023
Second Court Hearing	7 August 2023
Effective Date	8 August 2023
Record Date	10 August 2023
Implementation Date	17 August 2023

A Scheme Booklet containing information relating to the Scheme, the reasons for the TSN directors' recommendation that all TSN shareholders vote in favour of the Scheme, an Independent Expert's report and details of the Scheme Meeting will be dispatched to TSN shareholders in advance of the Scheme Meeting.

Retirement of Interim Executive Chair

As the Company moves towards the Scheme Meeting, TSN Interim Executive Chair, Pauline Gately, will cease performing an executive role moving to the role of TSN Interim Non-Executive Chair.

For further information, please contact:

Pauline Gately
Interim Non-Executive Chair
The Sustainable Nutrition Group Ltd
+61 3 9692 7222

Authorised for release by the TSN Board of Directors



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NATIVE INGREDIENT
— SPECIALISTS —



Australian
Primary Hemp™

Dated 20 June 2023

Elixinol Wellness Limited

ABN 34 621 479 794

and

The Sustainable Nutrition Group (Australia) Pty Ltd

ABN 86 614 061 951

and

The Sustainable Nutrition Group Ltd

ABN 48 071 666 334

AMENDMENT AND RESTATEMENT DEED – FACILITY AGREEMENT

Bird & Bird

Level 22, 25 Martin Place
Sydney NSW 2000 Australia
Telephone: 61 2 9226 9888
www.twobirds.com
Ref: ELIGL.0116

THIS DEED is made the 20th day of June 2023

BETWEEN

- (1) **Elixinol Wellness Limited** ABN 34 621 479 794 of C/- Company Matters Pty Limited, Level 12, 680 George Street, Sydney NSW 2000 (**Lender**)
- (2) **The Sustainable Nutrition Group (Australia) Pty Ltd** ABN 86 614 061 951 of C/- Leydin Freyer, Level 4, 96-100 Albert Road, South Melbourne VIC 3205 (**Borrower**)
- (3) **The Sustainable Nutrition Group Ltd** ABN 48 071 666 334 of C/- Leydin Freyer, Level 4, 96-100 Albert Road, South Melbourne VIC 3205 (**TSN**)

RECITALS

- (A) The parties have entered into the Facility Agreement.
- (B) At the request of the Borrower and TSN, the Lender has agreed to amend the Facility Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context otherwise requires:

Effective Date means the date referred to in clause 3.2 (*Effective Date*).

Facility Agreement means the document titled “Facility Agreement” dated 28 November 2022 between the parties to this document, as amended and restated from time to time.

1.2 Interpretation

In this deed otherwise defined in this deed or unless the context requires otherwise:

- (a) capitalised terms defined in the Facility Agreement and used in this deed have the meaning given to them in the Facility Agreement.
- (b) clause 1.2 (*Interpretation*) of the Facility Agreement applies to this deed as if set out in full in this deed and all references to “this agreement” were references to this deed; and
- (c) a reference to a person (including a party) includes the person’s successors, permitted assigns, transferees, substitutes, executors and administrators. .

2 REQUEST FOR AMENDMENT

- 2.1 Each Obligor acknowledges and agrees that the amendments to the Facility Agreement set out in clause 3 (*Amendments to Facility Agreement*) are made at the request of the Obligors.

3 AMENDMENTS TO FACILITY AGREEMENT

3.1 Amendments to Facility Agreement

With effect from the Effective Date, the Facility Agreement is amended and restated in the form set out in the Schedule (*Amended and Restated Facility Agreement*) to this deed.

3.2 Effective Date

The Effective Date is the date on which the Lender confirms to the Borrower in writing that it has received each of the following, in a form and substance acceptable to the Lender:

- (a) a counterpart of this deed duly executed by the Borrower and TSN;

- (b) a Drawdown Request in the form required by the Lender, including as to Loan amount requested and the account(s) to which the Loan the subject of the Drawdown Request is to be credited; and
- (c) such other information and documents as the Lender may reasonably require.

4 REFERENCES TO FACILITY AGREEMENT

Every reference in the Finance Documents to the Facility Agreement is to be construed as a reference to the Facility Agreement as amended by this deed. Any reference to “this agreement”, “in this agreement”, “of this agreement” or words to the same or similar effect in the Facility Agreement will be construed as a reference to the Facility Agreement as amended by this deed.

5 CONFIRMATION

5.1 Confirmation of Facility Agreement

Subject to the provisions of this deed, the Facility Agreement is confirmed and remains in full force and effect. This deed and the Facility Agreement will be read and construed as one document.

5.2 Rights not affected

Nothing in this deed:

- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Facility Agreement before the date of this deed; or
- (b) discharges, releases or otherwise affects any liability or obligation arising under the Facility Agreement before the date of this deed.

5.3 Confirmation by Obligors

Each Obligor:

- (a) acknowledges the terms of the Facility Agreement and this document;
- (b) consents to the amendment to the Facility Agreement as set out in clause 3.1 (*Amendments to Facility Agreement*) of this deed;
- (c) confirms that each Transaction Security Document to which it is a party remains in full force and effect and:
 - (i) in the case of a Transaction Security Document which is or includes a guarantee, the guarantee secures all money, obligations and liabilities due, owing or payable by the Borrower to or for the account of the Lender under or in relation to the Facility Agreement as amended by this deed; and
 - (ii) in the case of a Transaction Security Document which is a Security, the Security secures all money, obligations and liabilities due, owing or payable by the Borrower and TSN or either of them to or for the account of the Lender under or in relation to the Facility Agreement as amended by this deed.

6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

Each Obligor makes all the representations and warranties set out in clause 15 (*Representations and Warranties*) of the Facility Agreement as if references in that clause to the Facility Agreement include this deed and the Facility Agreement as amended by this deed.

6.2 **Repetition**

The representations and warranties in this deed are made on the date of this document and are repeated on the Effective Date.

6.3 **Reliance**

The Obligors acknowledge that the Lender has entered into this deed in reliance on the representations and warranties in this deed.

7 **NO EVENT OF DEFAULT**

Each Obligor represents and warrants that no Event of Default has occurred or will occur as a result of the entry into this deed.

8 **COSTS**

All Costs and Taxes incurred by the Lender in connection with:

- (a) the negotiation, preparation and execution of this deed and any document required under this deed; and
 - (b) the enforcement of, or the preservation of its rights, powers and remedies under, this deed,
- shall be dealt with in accordance with clause 7 (*Payment of Costs and Expenses*) of the Facility Agreement.

9 **GENERAL PROVISIONS**

9.1 **Partial Invalidity**

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforcement of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

9.2 **Counterparts**

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute this deed by signing any counterpart.

9.3 **Finance Document**

This document is a Finance Document for the purpose of the definition of "Finance Document" in clause 1.1 (*Definitions*) of the Facility Agreement.

10 **GOVERNING LAW AND JURISDICTION**

This deed is governed by the laws in force in New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction there and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed and waives any right it has to object to the venue of any legal process in those courts on the basis that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.

EXECUTION PAGE

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Elixinol Wellness Limited:**



.....
Director Signature

Ronald Dufficy
.....
Print Name



.....
Director/Secretary Signature

Josephine Lorenz
.....
Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **The Sustainable Nutrition Group (Australia) Pty Ltd:**

.....
Director Signature

.....
Print Name

.....
Director/Secretary Signature

.....
Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **The Sustainable Nutrition Group Ltd:**

.....
Director Signature

.....
Print Name

.....
Director/Secretary Signature

.....
Print Name

EXECUTION PAGE

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Elixinol Wellness Limited:**

.....
Director Signature

.....
Director/Secretary Signature

.....
Print Name

.....
Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **The Sustainable Nutrition Group (Australia) Pty Ltd:**


.....
Director Signature

Shane Gild
.....
Director/Secretary Signature

Pauline Gately
.....
Print Name

Shane Gild
.....
Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **The Sustainable Nutrition Group Ltd:**


.....
Director Signature

Shane Gild
.....
Director/Secretary Signature

Pauline Gately
.....
Print Name

Shane Gild
.....
Print Name

SCHEDULE

Amended and Restated Facility Agreement

Dated 28 November 2022

as amended and restated on the Amendment Effective Date

Elixinol Wellness Limited

ABN 34 621 479 794

and

The Sustainable Nutrition Group (Australia) Pty Ltd

ABN 86 614 061 951

and

The Sustainable Nutrition Group Ltd

ABN 48 071 666 334

FACILITY AGREEMENT

Bird & Bird

Level 22, 25 Martin Place
Sydney NSW 2000 Australia
Telephone: 61 2 9226 9888
www.twobirds.com
Ref: ELIGL.0116

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DATE 28 November 2022 as amended and restated on the Amendment Effective Date

THIS AGREEMENT is made

BETWEEN

- (1) **Elixinol Wellness Limited** ABN 34 621 479 794 of C/- Company Matters Pty Limited, Level 12, 680 George Street, Sydney NSW 2000 (**Lender**)
- (2) **The Sustainable Nutrition Group (Australia) Pty Ltd** ABN 86 614 061 951 of C/- Leydin Freyer, Level 4, 96-100 Albert Road, South Melbourne VIC 3205 (**Borrower**)
- (3) **The Sustainable Nutrition Group Ltd** ABN 48 071 666 334 of C/- Leydin Freyer, Level 4, 96-100 Albert Road, South Melbourne VIC 3205 (**TSN**)

BACKGROUND

- (A) TSN and the Lender have, on 28 November 2022, entered into a Scheme Implementation Deed pursuant to which they have agreed that the Lender will, among others, acquire all of the ordinary issued shares of TSN by means of a scheme of arrangement under Part 5.1 of the Corporations Act between TSN and its shareholders.
- (B) At the Borrower's request in order to refinance existing Financial Indebtedness of the Borrower and to fund the costs, fees and expenses incurred by the Borrower or its Holding Company in implementing the scheme of arrangement in accordance with the Scheme Implementation Deed and to fund the Borrower's working capital requirements prior to the implementation of that scheme of arrangement, the Lender has agreed to provide financial accommodation to the Borrower in accordance with the Finance Documents.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms or expressions used in this agreement have the meanings set out in this clause 1.1.

Accounts means an income or financial performance statement, a balance sheet or financial position statement and a cashflow statement, together with a director's declaration and all other notes and reports attached or intended to be read with those statements.

Accounting Standards means the accounting standards, principles and practice applying by law or otherwise which are generally accepted and consistently applied in Australia.

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Amendment Effective Date means the "Effective Date", as that term is defined in the Amendment Deed.

Amendment Deed means the document entitled “Amendment and Restatement Deed – Facility Agreement” between the parties to this document dated on or about the date of this document.

ASX means ASX Limited ABN 98 008 624 691, or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.

Authorisation means:

- (a) any consent, authorisation, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption; or
- (b) in relation to anything that a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action or notice of intended intervention or action.

Available Facility means the Commitment less any outstanding Loans.

Availability Period means the period from and including 28 November 2022 to and including the date seven (7) months after that date, or, if earlier, the date of termination of the Scheme Implementation Deed for any reason, except if the Facility is cancelled in full or permanently reduced to zero in accordance with this agreement, its Availability Period will end on the date of such cancellation or reduction.

Banking Code of Practice means the voluntary code of conduct established by the Australian Banking Association that may be adopted by companies authorised to carry on banking business under the *Banking Act 1959* (Cth) (as amended, consolidated, re-enacted or replaced from time to time).

Business Day means a day on which banks are open for business in Sydney, Australia, other than a Saturday, Sunday or public holiday in that city.

Business Hours Period means the definition given to that term in clause 25.

Change of Control means TSN does not, or ceases to Control the Borrower, or TSN ceases to be listed on the official list of ASX, other than pursuant to the terms of the Scheme Implementation Deed.

Commitment means the principal amount of the Facility set out in clause 2, to the extent not cancelled, transferred or reduced in accordance with this agreement.

Compliance Certificate means a certificate substantially in the form set out in Schedule 3.

Confidential Information means all information relating to an Obligor, the Finance Documents or the Facility of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or the Facility in whatever form, but excluding any information:

- (a) that is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 19;
- (b) is identified in writing by an Obligor (or any of the Obligors’ advisers) at the time of delivery as non-confidential; or

- (c) is known to the Lender before it is disclosed to the Lender by an Obligor (or any of the Obligors' advisers) or is lawfully obtained by the Lender from another source, in either case, through no breach of confidentiality of which the Lender is or becomes aware.

Confidentiality Undertaking means a confidentiality undertaking in the form agreed by the Obligors and the Lender.

Control has the definition given to that term in section 50AA of the Corporations Act.

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

Costs has the meaning given to that term in clause 7.1.

Default Interest Rate means a rate of 15.51% per annum.

Disruption Event means either or both of:

- (a) an event (not caused by, and outside the control of, any party to this agreement) that materially disrupts the systems for payment or communication or the financial markets needed, in each case, to enable a payment to be made, or a transaction to be carried out, under the Finance Documents; or
- (b) any other event (not caused by, and outside the control of, the party whose operations are disrupted), that results in disruption (of a technical or systems-related nature) to the treasury or payments operations of a party and that prevents that party (or any other party) from performing their payment obligations under the Finance Documents or communicating with the other party as required by the terms of the Finance Documents.

Distribution means:

- (a) any dividend, charge, interest, fee, payment or other distribution (whether cash or in kind) or redemption, repurchase, defeasance, retirement or repayment on or in respect of any Marketable Security issued by an Obligor;
- (b) any interest, repayment or prepayment of any amount of principal or any other payment in respect of any debt owed by an Obligor to any shareholder of that Obligor (or to an Affiliate of any shareholder of that Obligor); or
- (c) any management, advisory or other fee payable to, or to the order of, any shareholder of an Obligor (or to any Affiliate of any shareholder of that Obligor).

Drawdown Date means the date on which a Loan is made, or is to be made.

Drawdown Request means a request given under clause 5.1, substantially in the form set out in Schedule 2.

Event of Default means any event or circumstance specified in clause 17.

Existing Security means the Security described in Schedule 4.

Facility means the term loan facility made available under this agreement, as described in clause 2.

Finance Document means:

- (a) this agreement;
- (b) the Amendment Deed;
- (c) any Transaction Security Document; and
- (d) any other document designated as such by the Lender.

Finance Lease means any lease, hire agreement, credit-sale agreement, hire-purchase agreement, conditional sale agreement or instalment sale and purchase agreement relating to land, machinery, equipment or any other asset which should be treated as, or in the same way as, a balance sheet liability.

Financial Indebtedness means any indebtedness (whether present or future or actual or contingent) for or in respect of:

- (a) borrowing or raising money, including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptance credit facility or dematerialised equivalent or bill-discounting, note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables (other than any receivables to the extent they are sold on a non-recourse basis);
- (e) any deferred payments for assets or services acquired, other than trade credit that is given in the ordinary course of trade and that does not involve any deferred payment of any amount for more than 90 days;
- (f) any rental or hire charges under any Finance Leases (whether for land, machinery, equipment or otherwise);
- (g) any counter-indemnity obligation in respect of any guarantee, bond, standby letter of credit or other instrument issued by a third party in connection with an Obligor's performance of a contract;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on an Obligor's balance sheet because they are contingent, conditional or otherwise);
- (i) any Treasury Transaction (and when calculating the value of that Treasury Transaction, only the marked to market value will be taken into account); and
- (j) any guarantee, counter-indemnity or other assurance against financial loss that an Obligor has given for any Financial Indebtedness of the type referred to in paragraphs (a) to (i) of this definition incurred by any person.

When calculating Financial Indebtedness, no liability will be taken into account more than once.

General Security Deed means the general security deed dated 28 November 2022 granted by the Obligors in favour of the Lender.

GFSI means Global Food Safety Initiative.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world. It also includes any self-regulatory organisation established under statute or any stock exchange.

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

Guarantor means TSN.

Holding Company means in relation to a person, any other person in respect of which it is a Subsidiary.

Insolvency Event means when:

- (a) a controller (as defined in section 9 of the Corporations Act), administrator, restructuring practitioner or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (that is not withdrawn or dismissed within seven days) is made to a court for an order, or an order is made, or a meeting is convened or a resolution is passed, for the purpose of (i) appointing a person referred to in paragraph (a) or paragraph (b) of this definition; (ii) winding up or deregistering a person; or (iii) proposing or implementing a scheme of arrangement of a person, other than with the prior approval of the Lender under a scheme of arrangement pursuant to Part 5.1 of the Corporations Act;
- (d) any action, proceedings, procedure or step is taken for the purpose of implementing or agreeing (i) a moratorium of any indebtedness of a person; (ii) any other composition, compromise, assignment or arrangement with any creditor or creditors of a person; or (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of its creditors or a trustee;
- (e) a person is taken to have failed to comply with a statutory demand (as defined in section 9 of the Corporations Act) by operation of section 459F of the Corporations Act;
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of a person;
- (g) any event occurs in relation to a person in any jurisdiction that is analogous, or has a substantially similar effect, to those set out in paragraphs (a) to (f) (inclusive) of this definition; or
- (h) a person is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Interest Payment Date means the Repayment Date.

Interest Rate means a rate of 11.51% per annum.

Ipsa Facto Event means, in respect of a person, the person is the subject of:

- (a) an announcement, application, compromise, arrangement, managing controller, or administration as described in section 415D(1), 434J(1) or 451E(1) of the Corporations Act; or
- (b) any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

Loan means a loan made or to be made by the Lender to the Borrower under this agreement or, where the context requires, the principal amount outstanding for the time being of that loan.

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

Marketable Securities means:

- (a) any “marketable securities” (as defined in section 9 of the Corporations Act);
- (b) a unit or other interest in a trust or partnership;
- (c) a right or option in respect of an unissued share; and
- (d) any interest or security that is a combination of any of the above.

Material Adverse Effect means a material adverse effect on:

- (a) an Obligor’s ability to perform or otherwise comply with all or any of its obligations under the Finance Documents;
- (b) the enforceability or priority of a Finance Document or any Security granted or purporting to be granted under any Finance Document; or
- (c) the business, operations, condition (financial or otherwise) or prospects of an Obligor,

and includes a Target Material Adverse Change and a Target Prescribed Occurrence as defined in the Scheme Implementation Deed.

Moneytech Agreements means the agreements entered into between the Borrower and/or TSN of the one part and Moneytech Finance Pty Ltd ABN 75 112 110 906 and/or Moneytech Finance 2 Pty Ltd ABN 25 639 950 584 of the other part on or about 11 August 2022.

National Credit Code means the code set out in Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

Notice has the definition given to that term in clause 25.

Obligor means the Borrower or a Guarantor.

Original Accounts means in relation to the Borrower, the unaudited Accounts for the financial quarter ending 30 September 2022.

Permitted Disposal means any sale, lease, licence, transfer or other disposal which is on arm's length terms:

- (a) of inventory or cash in the ordinary course of trading;
- (b) of assets (other than shares, businesses, real property or intellectual property) in exchange for other assets of comparable or superior type, value and quality (other than an exchange of a non-cash asset for cash);
- (c) of obsolete plant and equipment for a cash consideration;
- (d) arising as a result of a Permitted Security; and
- (e) of assets for cash consideration where the higher of the market value or net consideration receivable (when aggregated with the higher of the market or consideration receivable for any other disposal, other than any disposal permitted under the preceding paragraphs of this definition) does not exceed \$5,000.00 (or its equivalent in any currency) in any financial year.

Permitted Financial Accommodation means:

- (a) any trade credit extended by an Obligor to its customers on normal commercial terms and in the ordinary course of its ordinary business; and
- (b) any deposit made by an Obligor with a bank or financial institution in the ordinary course of ordinary business.

Permitted Financial Indebtedness means Financial Indebtedness:

- (a) incurred under any Finance Document;
- (b) incurred under Finance Leases up to a maximum outstanding principal amount at any time of \$20,000.00 (or its equivalent in any currency); and
- (c) incurred in respect of a Permitted Security;
- (d) in respect of which the Lender has given its prior written consent.

Permitted Security means:

- (a) any Security created by, or arising under, a Finance Document;
- (b) any lien arising by operation of law and in the ordinary course of trading, so long as the debt it secures is paid when due or contested in good faith (and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful);
- (c) any Security arising by operation of law for Taxes, fees or rates payable to a Government Agency, so long as the debt it secures is paid when due or contested in good faith (and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful);

- (d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to an Obligor in the ordinary course of trading on the supplier's usual terms of sale (or on terms more favourable to the Obligor) so long as the debt it secures is paid when due or contested in good faith (and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful);
- (e) any netting or set-off arrangement entered into by an Obligor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (f) any payment or close-out netting or set-off arrangement under any transactional banking facility or any Treasury Transaction or foreign exchange transaction entered into by an Obligor, which in each case constitutes Permitted Financial Indebtedness, excluding any Security under a credit support arrangement;
- (g) any Security arising as a result of a Permitted Disposal;
- (h) any Security arising as a consequence of any Finance Lease permitted pursuant to paragraph (b) of the definition of Permitted Financial Indebtedness and only over the asset being financed;
- (i) any Existing Security; or
- (j) any Security, arrangement or transaction securing Financial Indebtedness expressly permitted by the Lender in writing.

Potential Event of Default means any event or circumstance which would, on the giving of notice, expiry of any grace period, making of any determination under the Finance Documents or satisfaction of any other condition (or any combination of these), become an Event of Default.

Power means a power, right, authority, discretion or remedy which is conferred on a person:

- (a) under any Finance Document; or
- (b) by law in relation to any Finance Document.

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

Repayment Date means the earlier of the date that is twelve (12) months after 28 November 2022 and the Scheme Implementation Date, or as otherwise agreed by the Lender in writing.

Repeating Representations means each of the representations set out in clauses 15.1 to 15.22 inclusive.

Research Services Agreement means the agreement of that name between TSN and Australian Plant Proteins Pty Ltd ACN 615 704 302.

Review Event means the occurrence of a Change of Control.

Scheme Implementation Date means the date on which the schemes the subject of the Scheme Implementation Deed are implemented.

Scheme Implementation Deed means the document of that name entered into on 28 November 2022 by the Lender and TSN (as amended and restated from time to time).

Secured Money has the meaning given to that term in the General Security Deed.

Secured Property means all of the assets of each Obligor which, from time to time, are subject to the Transaction Security.

Security means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any “security interest” as defined in section 12(1) or section 12(2) of the PPSA.

Subsidiary has the meaning given to that term in the Corporations Act, but as if “body corporate” included any person. For the purposes of this definition, a unit or other beneficial interests in a trust or other person is to be regarded as a share.

Tax means any tax, levy, charge, impost, duty, fee, deduction, goods and services tax, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency including any fine, penalty, charge, fee or any other amount imposed on or in respect of any of the above.

Tax Consolidated Group means a Consolidated Group or MEC Group, each as defined in the *Income Tax Assessment Act 1997* (Cth).

Title Document means any original, duplicate or counterpart certificate or document of title including any real property certificate of title, a certificate of units in a unit trust, share certificate or certificate evidencing an investment instrument or negotiable instrument (as those terms are defined in the PPSA).

Transaction Security means the Security created or expressed to be created in favour of, or held for the benefit of, the Lender pursuant to the Transaction Security Documents.

Transaction Security Document means:

- (a) the General Security Deed; and
- (b) any other Finance Document under which a Security is created or expressed to be created in favour of the Lender.

Treasury Transaction means a derivatives transaction entered into in connection with the protection against, or benefit from, fluctuation in any rate or price.

Unpaid Amount means any sum or amount which is not paid on its due date by an Obligor under any Finance Document.

Withholdings has the meaning given to that term in clause 11.6.

1.2 Interpretation

In this agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) headings and subheadings are for convenience only and do not affect the interpretation of this agreement;
- (b) references to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, this agreement;
- (c) references to parties are references to the parties to this agreement;
- (d) references to a party to any agreement or document include that party's permitted assigns, permitted substitutes (including persons taking by novation) and successors, including executors and administrators and legal representatives;
- (e) words denoting the singular include the plural and words denoting the plural include the singular;
- (f) words denoting any gender include all genders;
- (g) the word "person" includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency;
- (h) a reference to a body (other than a party to this agreement), whether statutory or not, that ceases to exist or has its powers or functions transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions;
- (i) a reference to a Finance Document (or any provision of it) or to any other agreement or document referred to in any Finance Document is a reference to that Finance Document, that provision or such other agreement or document as amended, novated, supplemented, extended or restated from time to time;
- (j) a reference to a law includes:
 - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - (ii) any constitutional provision, treaty or decree;
 - (iii) any judgment;
 - (iv) any rule or principle of common law or equity,and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts;
- (k) a reference to time is a reference to Sydney, Australia time unless otherwise specified;

- (l) a reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency;
- (m) specifying anything in this agreement after the terms “include”, “including”, “includes”, “for example”, “such as” or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary;
- (n) this agreement includes all Schedules, annexures, appendices, attachments and exhibits to it;
- (o) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (p) a reference to “assets” includes present and future property, undertakings, revenue, rights and benefits of every description;
- (q) an Event of Default or Potential Event of Default or Review Event is “continuing” if it has not been remedied or waived in accordance with the Finance Documents;
- (r) a reference to a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and if not having the force of law, with which responsible entities in the position of the relevant party would normally comply; and
- (s) all accounting terms used in this agreement have the meaning given to them under the Accounting Standards.

1.3 Code of Banking Practice

The parties acknowledge that neither the National Credit Code nor the Banking Code of Practice apply to the Finance Documents or the transactions under them.

1.4 Multiple Parties

If a party to this agreement (other than the Lender) is made up of more than one person, or a term (other than Lender) is used in this agreement to refer to more than one party, then unless otherwise specified in this agreement:

- (a) an obligation of those persons is joint and several;
- (b) right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (i) a representation, warranty or undertaking relates to each of them separately; and
 - (ii) a reference to that party or that term in clause 17 is a reference to each of those persons separately.

2. THE FACILITY

The Lender grants to the Borrower a secured Australian dollar term loan facility in an aggregate amount not exceeding \$2,400,000.00 on the terms, and subject to the conditions, of this agreement.

3. PURPOSE AND MONITORING

3.1 Purpose

The Borrower must use all monies borrowed by it under this agreement for the following purposes:

- (a) the discharge in full of all existing Financial Indebtedness of the Borrower owed in respect of the Moneytech Agreements;
- (b) the discharge in full of all monies owed by the Borrower to S.J. Burbury & T.A. Burbury;
- (c) to procure the discharge in full of all moneys owed by TSN pursuant to the terms of the Research Services Agreement;
- (d) to pay the costs of obtaining GFSI certification in respect of the Borrower's facility at Newtown, Victoria;
- (e) payment by the Borrower to Elixinol Wellness (Byron Bay) Pty Ltd ACN 090 668 367 in respect of the re-purchase of certain grain inventory;
- (f) costs, fees and expenses to undertake the Scheme and general working capital requirements and corporate purposes; and
- (g) such other purpose approved by the Lender in writing.

3.2 Monitoring

The Lender is not obliged to monitor or verify how any amount borrowed under this agreement is used.

4. CONDITIONS PRECEDENT

4.1 Initial Conditions Precedent

The Borrower may not deliver a Drawdown Request on or after the Amendment Effective Date unless the Lender has received all the documents and evidence specified in Part 1 of Schedule 1 or as specified in clause 3.2 of the Amendment Deed, in form and substance satisfactory to the Lender. The Lender must notify the Borrower promptly upon being so satisfied.

4.2 Further Conditions Precedent

The Lender is not obliged to comply with clause 5.4 unless it is satisfied that on both the date of the Drawdown Request and the Drawdown Date:

- (a) the Repeating Representations are true and correct and will be true and correct immediately after the Lender has made the proposed Loan; and

- (b) no Event of Default or Potential Event of Default or Review Event is continuing or might result from the proposed Loan being made.

4.3 Waiver

The conditions specified in this clause 4 are included solely for the Lender's benefit. The Lender may waive them, in whole or in part and with or without conditions, without prejudicing the Lender's right to require subsequent fulfilment of such conditions.

5. DRAWDOWN

5.1 Delivery of a Drawdown Request

- (a) The Borrower may request a Loan by delivering a completed Drawdown Request to the Lender.
- (b) Each Drawdown Request must be received by the Lender by no later than 11.00 am on the Business Day at least two Business Days before the proposed Drawdown Date (or such shorter time as the parties agree in writing).

5.2 Completion of a Drawdown Request

Each Drawdown Request:

- (a) may only specify a single Loan;
- (b) must be in the form of, and specify the matters required in Schedule 2;
- (c) will only be regarded as having been completed if:
 - (i) the requested Drawdown Date is within the Availability Period;
 - (ii) the requested Drawdown Date is a Business Day within the Availability Period;
 - (iii) the amount of the proposed Loan complies with clause 5.3; and

once it has been delivered to the Lender, is irrevocable.

5.3 Amount of each Loan

- (a) The amount of the initial Loan must be no less than \$750,000.00 plus the amount required in respect of the payment contemplated under clause 3.1(e).
- (b) Other than the amount of the initial Loan as per clause 5.3(a) above, each Drawdown Request after the initial Drawdown Request must request a Loan of an amount no greater than:
 - (i) \$250,000; or
 - (ii) if in any calendar month the Borrower identifies an amount required for that month to meet the Borrower's payment obligations to farmers (within the purposes in clause 3.1) an amount which is necessary to

discharge farmer obligations due and payable in that month (provided the Borrower notifies the Lender in sufficient detail of the payment obligations); or

(iii) as otherwise agreed by the Lender in writing.

(c) The amount of each proposed Loan must not be more than the Available Facility.

(d) The currency of the Loan must be in Australian dollars.

5.4 Lender to make Loan available

Subject to the terms of this agreement, the Lender must make each Loan available in dollars by the relevant Drawdown Date.

5.5 Cancellation of unused Facility

If any amount of the Facility is not drawn during the Availability Period, that undrawn amount will be cancelled automatically at the end of the Availability Period.

6. PAYMENT OF INTEREST

(a) Each Loan will accrue interest at the end of each Interest Payment Date at the Interest Rate.

(b) The Borrower must pay the Interest in arrears on each Interest Payment Date.

(c) Interest under this clause accrues daily and is calculated on the daily balance of the Loan on the basis of a 365-day year.

(d) Interest which accrues up to any Interest Payment Date is payable on the earlier of:

(i) the date on which the Loan is repaid in full; and

(ii) the relevant Interest Payment Date,

and is capitalised, to the extent that it has not been paid, on the relevant Interest Payment Date.

(e) Nothing in this clause affects an Obligor's obligation to pay each amount which is due and payable under this agreement on the date on which it falls due for payment.

(f) If an Obligor does not pay any amount it is obliged to pay under the Finance Documents when it is due, the Obligor will pay default interest on that Unpaid Amount from time to time outstanding for the period beginning on its due date up to the date of actual payment, both before and after judgment. The accrued default interest:

(i) is payable immediately by the Obligor to the Lender on demand by the Lender, but if not demanded, is to be paid on the Interest Payment Date;

- (ii) will be calculated at the Default Interest Rate for which the Unpaid Amount is overdue;
- (iii) will accrue on and from the due date for payment of the Unpaid Amount up to but excluding the date of payment; and
- (iv) will be computed on a daily basis for actual days elapsed and will be compounded on the last day of each month.

7. PAYMENT OF COSTS AND EXPENSES

7.1 Whether or not the Borrower satisfies any or all of the conditions precedent set out in clause 4, the Borrower must, on demand by the Lender, pay to and indemnify the Lender against all costs, losses, charges, expenses, liabilities, damages, fees and disbursements, (including all reasonable legal costs on a solicitor and client basis) **(Costs)** incurred by the Lender, of or incidental to:

- (a) the negotiation, preparation, execution and (if applicable) stamping, registration and perfection of the Finance Documents and all other deeds, agreements, licences, documents and other instruments to be negotiated, prepared, executed, stamped, registered or perfected under or for the purposes of the Finance Documents;
- (b) any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) relating to a Finance Document or a document referred to in any of them;
- (c) any breach of, or default under, any Finance Document (including the fees of all professional consultants properly incurred by the Lender in consequence of or in connection with such breach or default);
- (d) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lender under or by virtue of any Finance Document, including in connection with enforcing, preserving any rights under, or monitoring the provisions of, any Finance Document;
- (e) any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security; and
- (f) all Taxes, outgoings, penalties, fines, demands, charges or costs imposed by a court or by any Government Agency or otherwise, including any related bank charge, financial institution duties and debit taxes directly or indirectly, on any Finance Document or any receipt or payment under any Finance Document.

7.2 On the date that a Cost is payable in accordance with this clause 7, the Lender will, on the date that the accrued Cost is payable, capitalise the amount of the accrued Cost. The amount of the Cost that is capitalised in accordance with this clause 7, will be deemed to be a Loan under the Facility with a Drawdown Date of the date on which that Cost was payable in accordance with this clause 7.

8. REPAYMENT

- (a) Subject to clause 8(c), the Borrower must repay and finally discharge the aggregate Loans in full on the Repayment Date. The Borrower must also pay any interest accrued on the Loans and not then paid, and all other amounts

payable to the Lender under this agreement that remain unpaid on or before the Repayment Date.

- (b) The Commitment for the Facility reduces to zero and the Facility is permanently cancelled on the Repayment Date.
- (c) If the Scheme proceeds in accordance with the Scheme Implementation Deed, on the Scheme Implementation Date, the Loans (including any interest accrued on the Loans and not then paid, and all other amounts payable to the Lender under this agreement that remain unpaid on or before the Scheme Implementation Date) must be refinanced in accordance with the terms and conditions set out in the Lender's Intercompany Loan Agreement dated 23 June 2021 and, subject to the Borrower acceding to that agreement on terms acceptable to the Lender (including that the Loan amount, as defined in that agreement, will be deemed to be the sum of the Loans as defined in this agreement, including any interest accrued on such Loans and not then paid, and all other amounts payable to the Lender under this agreement that remain unpaid on or before the Scheme Implementation Date) and this agreement and any Finance Document will terminate and the Loans (as defined in this agreement) will be deemed to have been repaid and finally discharged in accordance with clause 8(a) on that date.

9. REVIEW EVENT

9.1 If a Review Event occurs:

- (a) the Borrower must promptly notify the Lender on becoming aware of that Review Event; and
- (b) the Lender may, by notice to the Borrower, cancel the Commitment and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, at which time the Commitment will be cancelled and all such outstanding Loans and amounts will become immediately due and payable.

10. REPAYMENT, PREPAYMENT AND CANCELLATION GENERAL PROVISIONS

- (a) The Borrower may, with prior written notice to the Lender, cancel the whole or any part of the Available Commitment for the Facility. Any cancellation under this clause 10(a) will reduce the Commitment for the Facility by an equivalent amount.
- (b) The Borrower may not re-borrow any part of the Facility that has been repaid or prepaid under this agreement and the Commitment will be reduced by the amount repaid or prepaid.
- (c) No amount of the Commitment cancelled under this agreement may be reinstated.
- (d) The Borrower may prepay the whole or any part of a Loan with prior written notice to the Lender, without premium or penalty.
- (e) Any undrawn portion of the Facility will be automatically cancelled at 5:00pm on the last day of the Availability Period.

- (f) Any prepayment or cancellation notice given under this agreement is irrevocable, and must specify the date and amount of the cancellation or prepayment.
- (g) No repayment, prepayment or cancellation is permitted, except in accordance with the express terms of this agreement.

11. PAYMENTS

11.1 Time and Place

Unless a contrary intention appears in a Finance Document or as otherwise agreed by the Lender, each payment by the Borrower to the Lender under the Finance Documents is required to be made:

- (a) to such account that the Lender specifies;
- (b) in Australian dollars in immediately available cleared funds; and
- (c) no later than 11.00 am (in the place for payment) on the due date,

or in any other manner that the Lender directs from time to time.

11.2 Currency of Account

- (a) Subject to clause 11.2(b) and except as expressly provided in any Finance Document, the currency of account and all payments that an Obligor makes under any Finance Document must be made in Australian dollars.
- (b) An Obligor must pay Costs, expenses and Taxes (and any interest payable on those amounts) in the currency in which they are incurred.

11.3 Business Days

Any payment under any Finance Document which is due to be made on a day which is not a Business Day must be made on the next Business Day in the same calendar month (if there is one), or the immediately preceding Business Day (if there is not). Any interest or other amount accruing on a daily basis will be calculated accordingly.

11.4 Partial payments

If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Lender will apply that payment in settlement of the obligations of the Obligors in the order determined by the Lender in its absolute discretion. The provisions of this clause 11.4 override any appropriation made by an Obligor.

11.5 No set-off by Borrower

All payments that an Obligor is required to make under the Finance Documents must be made in full, without:

- (a) any set-off, counterclaim or condition; or
- (b) any deduction or withholding.

11.6 No Withholdings

- (a) All payments to be made under this agreement, whatever their nature, must, to the full extent permitted by law, be made by an Obligor without any deduction for, or on account of, any income or other Taxes, imposts, deductions or other withholdings of any kind (**Withholdings**).
- (b) If an Obligor is compelled by law to deduct any Withholdings from any payment, the Obligor must ensure that the deduction made does not exceed the minimum legal liability and is made within the time allowed.
- (c) An Obligor must deliver, or ensure the delivery, to the Lender within 20 Business Days after the payment of any deduction or Withholding referred to in clause 11.6(a) above, the tax receipts and other documentation certifying to the reasonable satisfaction of the Lender the actual payment of that deduction or Withholding.

11.7 Stamp Duty and Taxes

The Borrower must:

- (a) pay; and
- (b) within three Business Days of demand, indemnify the Lender against, any cost, loss or liability that the Lender incurs in relation to,

all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

11.8 GST

- (a) Unless expressly stated otherwise, all amounts payable by an Obligor to the Lender under or in connection with any Finance Document do not include GST. Subject to clause 11.8(b), if GST is payable in respect of any supply made by or through the Lender to an Obligor under or in connection with a Finance Document:
 - (i) the Obligor must pay the Lender (in addition to, and at the same time as, paying the consideration for the supply) an amount equal to the amount of the GST; and
 - (ii) the Lender will promptly provide an appropriate GST invoice to the Obligor.
- (b) Where a Finance Document requires an Obligor to reimburse or indemnify the Lender for any costs or expenses, the Obligor must (in addition and at the same time) reimburse and indemnify the Lender against all GST incurred by the Lender in respect of those costs or expenses except to the extent the Lender reasonably determines that it is entitled to an input tax credit or other repayment in respect of such GST.

12. [Deleted]

13. INDEMNITIES

13.1 Currency indemnity

- (a) If any amount due from an Obligor under any Finance Document, or any order, judgment or award given or made in relation to an amount (**Amount**), has to be converted from the currency in which that Amount is payable (**First Currency**) into another currency (**Second Currency**) to:
- (i) make or file a claim or proof against an Obligor; or
 - (ii) obtain or enforce an order, judgment or award in relation to any litigation or arbitration proceedings,
- the Obligor must, as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion.
- (b) The sum indemnified under clause 13.1(a) must include any discrepancy between:
- (i) the rate of exchange used to convert the relevant Amount from the First Currency to the Second Currency; and
 - (ii) the rate or rates of exchange available to the Lender at the time of its receipt of that Amount.
- (c) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency other than that in which it is expressed to be payable.

13.2 Other Indemnities

The Borrower must, within three Business Days of demand, indemnify the Lender against any cost, loss or liability incurred by the Lender as a result of or in connection with:

- (a) the occurrence of any Event of Default or Potential Event of Default;
- (b) any enquiry, investigation, subpoena (or similar order) or litigation with respect to an Obligor or with respect to any transaction contemplated under a Finance Document;
- (c) the Lender exercising any Powers consequent on or arising out of the occurrence of any Event of Default or Potential Event of Default;
- (d) any information provided by an Obligor under or in connection with any Finance Document being or being alleged to be misleading or deceptive in any respect;
- (e) the Lender acting on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised by an Obligor;
- (f) a failure by an Obligor to pay any amount due under a Finance Document on its due date; or
- (g) instructing lawyers, accountants, tax advisers, surveyors or other experts or professional advisers as permitted under the Finance Documents.

13.3 Indemnity General Provisions

Each indemnity, reimbursement or similar obligation given by an Obligor under any Finance Document:

- (a) is a separate and independent obligation from the other obligations in the Finance Documents;
- (b) gives rise to a separate and independent cause of action;
- (c) survives termination, completion or expiration of any Finance Document;
- (d) applies whether or not any indulgence is granted by the Lender; and
- (e) continues in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this agreement, or any other judgment or order.

14. GUARANTEE, UNDERTAKING AND INDEMNITY

14.1 Guarantee

Each Guarantor irrevocably and unconditionally guarantees to the Lender:

- (a) the punctual payment of the Secured Money; and
- (b) the punctual performance by each Obligor of all its other obligations under the Finance Documents.

14.2 Undertaking

Each Guarantor irrevocably and unconditionally undertakes to the Lender that:

- (a) whenever an Obligor does not:
 - (i) pay any Secured Money (or anything which would have been due if the Finance Document or the amount was enforceable, valid and not illegal), the Guarantor will immediately on demand pay that amount as if it was the principal obligor; and
 - (ii) perform any of its other obligations under a Finance Document, the Guarantor will perform, or procure the performance of, those obligations (without the need for demand by the Lender) in accordance with the Finance Documents; and
 - (iii) if an Ipso Facto Event has occurred in respect of the Borrower, then immediately on demand, the Guarantor will pay all Loans, accrued interest and other Secured Money as if it was the principal obligor.

14.3 Indemnity

Each Guarantor irrevocably and unconditionally jointly and severally and as a separate principal obligation will indemnify the Lender against, and must pay to the

Lender on demand the amounts equal to, any Loss suffered, paid or incurred by the Lender in relation to an Obligor failing to:

- (a) pay any Secured Money (or anything which would have been due if the Finance Document or the amount was enforceable, valid and not illegal); or
- (b) perform any of its other obligations under a Finance Document.

14.4 Continuing Guarantee

This guarantee, undertaking and indemnity is a continuing guarantee, undertaking and indemnity and will extend to the present and future balance of all Secured Money, regardless of any intermediate payment or discharge in whole or in part.

14.5 Amount of Secured Money

- (a) This clause 14 extends to the present and future balance of all the Secured Money as varied from time to time.
- (b) The obligations of each Guarantor under this clause 14 extend to any increase in the Secured Money as a result of any amendment, reinstatement or replacement of this agreement or any other Finance Document regardless of:
 - (i) how this agreement or any other Finance Document is amended, reinstated or replaced;
 - (ii) the reasons for the amendment, reinstatement or replacement;
 - (iii) whether this agreement or any other Finance Document is more onerous as a result of its amendment, reinstatement or replacement.
- (c) Paragraph (b) above applies regardless of whether the Guarantor is aware of, or consented to, or is given notice of any amendment, reinstatement or replacement of this agreement or any other Finance Document.

14.6 Waiver of defences

- (a) The obligations of each Guarantor under this clause 14 will not be affected by any act, omission, matter or thing which, but for this clause 14, would reduce, release or prejudice any of its obligations under this clause 14 (without limitation and whether or not known to it or the Lender):
 - (i) any time, waiver or other concession or consent granted to, or composition with, any Obligor or other person;
 - (ii) the release or resignation of any other Obligor or any other person;
 - (iii) any composition or arrangement with any creditor of any Obligor or other person;

- (iv) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (v) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (vi) any amendment, novation, supplement, extension, reinstatement or replacement of a Finance Document or any other document or Security (however fundamental and whether or not more onerous) including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document);
- (vii) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security;
- (viii) any set off, combination of accounts or counterclaim;
- (ix) an Insolvency Event in respect of an Obligor or another person;
or
- (x) this agreement or any other Finance Document not being executed by or binding against any other Obligor or any other party to a Finance Document.

References in clauses 14.1, 14.2 and 14.3 to obligations of an Obligor or amounts due will include what would have been obligations or amounts due but for any of the above, as well as obligations and amounts due which result from any of the above.

14.7 Immediate recourse

Each Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from that Guarantor under this clause 14. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.8 Appropriations

Until all the Secured Money has been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other money, Security or rights held or received or recovered (by set-off or otherwise) by the Lender (or any trustee or agent on its behalf) in respect of the Secured Money, or appropriate, apply and enforce the same in such manner and order as it sees fit (whether against the Secured Money or otherwise) and no Guarantor will be entitled to the benefit of the same; and

- (b) without limiting paragraph (a) above, refrain from applying any money received from any Guarantor or on account of any Guarantor's liability under this clause 14 in discharge of that liability, and claim or prove against anyone in respect of the full amount owing by the Obligor.

14.9 Deferral of Guarantors' rights

Until all the Secured Money has been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will:

- (a) exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:
- (i) to be indemnified by an Obligor;
 - (ii) to claim any contribution from any other guarantor or provider of Security for any Obligor's obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or Security taken under, or in connection with, the Finance Documents by the Lender;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under clause 14; and/or
 - (v) to exercise any right of set off against any Obligor; and/or
- (b) in any form of administration of an Obligor (including liquidation, winding up, bankruptcy, voluntary administration, dissolution or receivership or any analogous process) prove for or claim, or exercise any vote or other rights in respect of, any indebtedness of any nature owed to it by the Obligor.

14.10 Trust

If as a result an Insolvency Event occurring in relation to an Obligor, a Guarantor receives any sum in respect of any indebtedness of any nature owed to it by the Obligor, it will hold on trust for the Lender so much of that sum as does not exceed the Secured Money. It will promptly pay it to the Lender.

14.11 Additional Security

This guarantee, undertaking and indemnity is in addition to and is not in any way prejudiced by any other guarantee, undertaking and indemnity or security now or subsequently held by the Lender.

15. REPRESENTATIONS AND WARRANTIES

Each Obligor, except as disclosed to the Lender prior to the date of this Agreement in accordance with the terms of clauses 8.2(b)(ii) and 8.2(b)(iii) of the Scheme

Implementation Deed, makes the representations and warranties in clause 15.1 to clause 15.22 to the Lender on the date of this agreement.

15.1 Status

- (a) It is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (b) It has the power to own its assets and conduct its business as it is being conducted.

15.2 Binding Obligations

- (a) The obligations expressed to be assumed by it under the Finance Documents are legal, valid, binding and enforceable in accordance with their terms, subject to any necessary stamping and registration, equitable principles and laws affecting creditors generally.
- (b) Each Transaction Security Document creates the Security purported to be created by it over the assets purported to be secured by it and that Security is valid and effective.

15.3 Non-contravention

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not contravene or conflict with:

- (a) its constitutional documents;
- (b) any material agreement or instrument binding on it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument; or
- (c) any law applicable to it that is enforceable in any jurisdiction in which it carries on business.

15.4 Power and Authority

It has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, the Finance Documents and the transactions contemplated by them.

15.5 Authorisations

It has obtained or effected all Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents;
- (b) to make the Finance Documents its legal, valid, binding and enforceable obligations;
- (c) to perfect the Transaction Security; and
- (d) for it to carry on its business and that are material,

and those Authorisations are in full force and effect.

15.6 No Default

- (a) No Event of Default is continuing or might reasonably be expected to result from:
 - (i) the making of a Loan; or
 - (ii) the entry into, the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance is outstanding that constitutes a default (however described) under any other agreement or instrument that is binding on it or to which its assets are subject.

15.7 No Misleading Information

The information, in written or electronic format, supplied by, or on behalf of, the Obligors to the Lender in connection with the Facility and the Finance Documents was, at the time it was supplied or at the date it was stated to be given (as the case may be):

- (a) complete, true and accurate in all material respects (if it was factual information);
- (b) prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration (if it was a financial projection or forecast); and
- (c) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by, or on behalf of, an Obligor to the Lender.

15.8 Accounts

- (a) The most recent Accounts delivered to the Lender:
 - (i) were prepared in accordance with all applicable laws and the Accounting Standards (except to the extent disclosed in them); and
 - (ii) (if audited) give a true and fair view of, or (if unaudited) fairly represent, its financial condition and the results of its operations (and, if it is required to prepare consolidated accounts, the financial condition and the results of the operations of the relevant consolidated entity) as at the date on which they are stated to be prepared.
- (b) There has been no material adverse change in its business or financial condition (or, if it is required to prepare consolidated accounts, in the business or financial condition of the relevant consolidated entity) since the date on which the most recent Accounts are stated to be prepared.

15.9 Litigation

- (a) No litigation, arbitration or administrative proceedings are taking place, pending, or (to its knowledge) threatened against it.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any government or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge) been made against it.

15.10 No breach of law

It has not breached any law or regulation for which breach has or is likely to have a Material Adverse Effect.

15.11 Trustee

It does not enter into any Finance Document or hold any property as trustee of any trust or settlement.

15.12 Pari passu

Its payment obligations under the Finance Documents rank at least pari passu with all of its existing and future unsecured and unsubordinated obligations (including contingent obligations), except for those mandatorily preferred by law applying to companies generally.

15.13 Authorised Signatories

Any person specified by the Borrower as its authorised signatory under Schedule 1 or clause 16.23 is authorised to sign Drawdown Requests and other notices on its behalf except where it has previously notified the Lender that the authority has been revoked.

15.14 Immunity from suit

Neither it, nor any of its assets, enjoys immunity from suit or execution.

15.15 Commercial benefit

The entry into and performance by it of its obligations under the Finance Documents is for its commercial benefit and is in its commercial interests.

15.16 No Insolvency Event

No Insolvency Event has occurred in relation to it.

15.17 Tax Consolidation and Taxes

It is not a member of a Tax Consolidated Group.

15.18 Taxes

- (a) It is not materially overdue in the filing of any Tax returns.

- (b) It has paid all Taxes payable by it when due and payable, other than Taxes that are being contested in good faith for which it has made adequate reserves.

15.19 Security Ranking

The Transaction Security:

- (a) has or will have the ranking in priority which it is expressed to have in the Transaction Security Documents (if any); and
- (b) is not subject to any prior ranking or pari passu Security other than the Permitted Security.

15.20 Good title to assets

It has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

15.21 Specific Secured Property

- (a) There is no agreement, obligation or arrangement that restricts it from undertaking, or entitles another person to rights of pre-emption or refusal for a sale, transfer or other dealing with any Secured Property.
- (b) Each share or unit included in the Secured Property is fully paid and the constitutional documents of the entity in which those shares or units are held do not restrict or delay their transfer on enforcement of a Transaction Security.

15.22 Representations and warranties set out in the Scheme Implementation Deed

The provisions of clause 8.2(a) of the Scheme Implementation Deed are incorporated into this clause 15.22 as if fully set out in this clause.

15.23 Repetition

Each Repeating Representation is deemed to be repeated by each Obligor on:

- (a) the Amendment Effective Date;
- (b) the date of each Drawdown Request;
- (c) each Drawdown Date; and
- (d) the Repayment Date,

by reference to the facts and circumstances existing on each such date.

15.24 Reliance

- (a) The Obligors acknowledge that the Lender has entered into the Finance Documents in reliance on the representations and warranties in this clause 15.

- (b) Each Obligor acknowledges that it has not entered into any Finance Document in reliance on any representation, warranty, promise, statement, conduct or other inducement made by, or on behalf of, the Lender, except as expressly set out in a Finance Document.

16. GENERAL COVENANTS

16.1 Continuing Obligations

The covenants in this clause 16 are given for the benefit of the Lender and will remain in force from the date of this agreement for so long as any amount remains outstanding under the Finance Documents or any Commitment is available.

16.2 Negative Pledge

- (a) The Obligors must not create, or permit to subsist, any Security over any of its assets, other than a Permitted Security;
- (b) Without limiting clause 16.2(a), the Obligors must not:
 - (i) sell, transfer or otherwise dispose of any of its receivables or assets on recourse terms;
 - (ii) sell, transfer or otherwise dispose of any of its assets on terms where they are or may be leased to or acquired by the Obligor;
 - (iii) enter into any title retention arrangement other than as contemplated in paragraph (d) of the definition of 'Permitted Security';
 - (iv) enter into any arrangement under which money, or the benefit of a bank or other account, may be applied, set-off or made subject to a combination of accounts; or
 - (v) enter into any other preferential arrangement having a similar effect.
- (c) Clause 16.2(a) and 16.2(b) do not apply to any Security or arrangement that is a Permitted Security.

16.3 Disposals

An Obligor must not sell, lease, transfer or otherwise dispose of any of its assets other than a Permitted Disposal.

16.4 Notification of Defaults and Review Events

Each Obligor must notify the Lender of any Event of Default, Potential Event of Default or Review Event (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

16.5 Certificate of no Default or Review Event

An Obligor must promptly, on request by the Lender, supply a certificate signed by two of its directors or senior officers on its behalf, certifying that no Event of Default, Potential Event of Default or Review Event is continuing (or, if an Event of Default, Potential Event of Default or Review Event is continuing, specifying the Event of

Default, Potential Event of Default or Review Event and the steps, if any, being taken to remedy it).

16.6 Maintenance of Assets

Each Obligor must keep and maintain its assets in good working order and condition allowing for ordinary wear and tear.

16.7 Ranking of obligations

Each Obligor must procure that any of its unsecured and unsubordinated obligations and liabilities under the Finance Documents rank, and will rank, at least pari passu in right and priority of payment with all its other unsecured and unsubordinated obligations and liabilities, present or future, actual or contingent, except for those obligations and liabilities mandatorily preferred by law of general application to companies.

16.8 Authorisations

Each Obligor must obtain, comply with and maintain all Authorisations required:

- (a) to enable it to enter into and perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability and admissibility in evidence in its jurisdiction of incorporation of the Finance Documents; and
- (b) to carry on its business.

16.9 Compliance with Law

Each Obligor must comply in all respects with all relevant laws to which it (or its assets) may be subject.

16.10 Taxes

- (a) Each Obligor must pay all Taxes when due and payable except where:
 - (i) such Taxes are being contested in good faith;
 - (ii) it has made adequate reserves for the payment of those Taxes as well as the costs required to contest them; and
 - (iii) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

16.11 Change of business

An Obligor must not make any substantial change to the general nature or scope of its business as carried out on the date of this agreement.

16.12 Insurance

Each Obligor must take out and maintain insurances with a reputable insurer in the manner and to the extent that is in accordance with prudent business practice having regard to the nature of its business and assets (including all insurance required by applicable law).

16.13 Arm's length transactions

Each Obligor will not enter into any transaction with any person except on arm's length terms unless permitted under the Finance Documents.

16.14 Financial Indebtedness

An Obligor must not incur or permit to subsist any Financial Indebtedness other than Permitted Financial Indebtedness.

16.15 Financial Accommodation

An Obligor must not be the creditor in respect of Financial Indebtedness other than in respect of any Permitted Financial Accommodation.

16.16 Financial assistance

Each Obligor will comply in all respects with Part 2J.3 of the Corporations Act or equivalent provisions under the laws of any other relevant jurisdiction.

16.17 Distributions

An Obligor must not declare, pay or make a Distribution.

16.18 Treasury Transactions

An Obligor must not enter into any Treasury Transactions.

16.19 Accounts

The Borrower must supply to the Lender:

- (a) as soon as they become available, but in any event within 90 days after the end of each of its financial half years, its unaudited Accounts for that financial half year; and
- (b) as soon as they become available, but in any event within 60 days after the end of each of its financial quarters, its unaudited Accounts for that financial quarter; and
- (c) as soon as they become available, but in any event within 8 Business Days after the end of each month, its unaudited management Accounts for that month, including cashflow forecast and performance against forecast for that month.

16.20 Compliance Certificate

- (a) The Borrower must deliver a Compliance Certificate to the Lender with each set of Accounts delivered under clauses 16.19(a) and 16.19(b).
- (b) The Compliance Certificate must be signed by two directors of the Borrower or a director and the chief executive officer or chief financial officer of the Borrower.

16.21 Accounts Requirements

- (a) The Borrower must ensure that each set of Accounts delivered to the Lender pursuant to clause 16.19 are prepared using the Accounting Standards.
- (b) The Borrower must ensure that each set of Accounts delivered to the Lender pursuant to clause 16.19 give a true and fair view (if audited) or fairly represent (if unaudited) the financial condition and the results of the operations of the Borrower as at the date at which those Accounts were drawn up.

16.22 Compliance with Scheme Implementation Deed

TSN must at all times comply with its obligations under clauses 6.1 and 6.2 of the Scheme Implementation Deed.

16.23 Further Information

Each Obligor must supply to the Lender:

- (a) all documents dispatched by the Obligor to its shareholders (or any class of them) or its creditors generally, at the same time as they are dispatched;
- (b) details of any litigation, arbitration or administrative proceedings that are current, threatened or pending against it as soon as it becomes aware of them and which might, if adversely determined, have a Material Adverse Effect;
- (c) details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any government or other regulatory body that is made against it as soon as it becomes aware of them and that is reasonably likely to have a Material Adverse Effect;
- (d) promptly, any further information about the financial condition, business and operations of the Obligor as the Lender may reasonably request;
- (e) promptly, such information as the Lender may reasonably require about the Secured Property and compliance by the Obligor with the terms of the Transaction Security Documents; and
- (f) promptly, notice of any change in authorised signatories of the Obligor signed by a director or secretary of the Obligor accompanied by specimen signatures of any new signatories.

16.24 Access

Each Obligor must permit that any employee, agent or professional adviser of the Lender is given access at reasonable times and on reasonable notice to:

- (a) the premises, assets, books, accounts and records of the Obligor; and
- (b) following an Event of Default, meet and discuss matters with senior management of the Obligor,

and, in addition, must comply with any terms upon which any employee of the Lender is seconded to an Obligor.

16.25 Conditions Subsequent

- (a) On the initial Drawdown Date, concurrently with or immediately after the time that the initial Loan is made available to the Borrower, each Obligor must provide to the Lender:
 - (i) duly completed and executed discharges and releases, in form and substance satisfactory to the Lender, of any Security (other than a Permitted Security) existing over the Secured Property; and
 - (ii) evidence, in form and substance satisfactory to the Lender, that any registration in respect of such Security on the register created by the PPSA has been removed.
- (b) The parties must use best endeavours to agree and enter into a management services agreement, to provide for Lender employee secondments and management support for the operations and accounting services of the Obligors, within 10 Business Days of the date of this agreement.
- (c) On or before 31 December 2022, the Obligors must procure the discharge in full of all existing Financial Indebtedness of TSN owed pursuant to the terms of the Research Services Agreement.
- (d) On or before 28 February 2023, each Obligor must procure that GFSI certification is achieved in respect of the Borrower's facility at Newtown, Victoria.

17. EVENTS OF DEFAULT

Each of the events or circumstances set out in clause 17.1 to clause 17.2 is an Event of Default.

17.1 Non-payment

An Obligor fails to pay any sum payable by it under any Finance Document when due, unless its failure to pay is caused solely by:

- (a) an administrative error or technical problem and payment is made within three Business Days of its due date; or
- (b) a Disruption Event and payment is made within three Business Days of its due date.

17.2 Non-compliance

- (a) Subject to clause 17.2(b), an Obligor fails to comply with any provision of the Finance Documents (other than a failure referred to in clause 17.1).
- (b) No Event of Default will occur under clause 17.2(a) if the Lender considers that the non-compliance is capable of remedy and is remedied within 5 Business Days of the earlier of:
 - (i) the Lender notifying the Obligor of the non-compliance and the remedy required; and
 - (ii) the Obligor becoming aware of the non-compliance.

17.3 Misrepresentation

Any representation, warranty or statement made, repeated or deemed made by an Obligor in, or pursuant to, the Finance Documents or any other document delivered by or on behalf of the Obligor under or in connection with the Finance Documents is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

17.4 Cessation of Business

An Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

17.5 Cross Default

- (a) Any Financial Indebtedness of an Obligor is not paid when due or within any originally applicable grace period.
- (b) Any Financial Indebtedness of an Obligor becomes due, or capable or being declared due and payable, prior to its stated maturity by reason of an event of default or review event (howsoever described).
- (c) Any commitment for any Financial Indebtedness of an Obligor is cancelled or suspended by a creditor of the Obligor by reason of an event of default or review event (howsoever described).
- (d) Any creditor of an Obligor becomes entitled to declare any Financial Indebtedness due and payable prior to its stated maturity by reason of an event of default or review event (howsoever described).

17.6 Insolvency

An Insolvency Event occurs in relation to an Obligor.

17.7 Unlawfulness

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents.
- (b) Any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective.

17.8 Repudiation

An Obligor repudiates or evidences an intention to repudiate a Finance Document or any Transaction Security.

17.9 Vitiating of Finance Documents

A Finance Document is or becomes or is claimed by a party (other than the Lender) to be wholly or partly invalid, void, voidable or unenforceable in any material respect.

17.10 Material Adverse Effect

Any event or circumstance, or series of events or circumstances (whether related or not), occurs which, in the opinion of the Lender based on reasonable grounds, has or is likely to have a Material Adverse Effect.

17.11 Acceleration

At any time after an Event of Default has occurred which is continuing, the Lender may do any of the following, by notice to the Borrower:

- (a) cancel the Commitment at which time it will immediately be cancelled;
- (b) declare that all or any part of the outstanding Loans, accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they will become immediately due and payable;
- (c) declare that all or any part of the outstanding Loans be payable on demand by the Lender; and
- (d) exercise any or all of its rights, remedies and powers under any of the Finance Documents.

18. ASSIGNMENT AND NOVATION

- (a) An Obligor may not assign any of its rights or novate any of its rights or obligations under the Finance Documents.
- (b) The Lender may at any time assign, charge or otherwise deal with its rights under the Finance Documents.
- (c) The Lender may, for the purposes of any assignment, disclose to a potential assignee all information in its possession about the Obligors (except this clause 18(c) does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies). Where the Lender assigns its rights, novates its obligations or both as contemplated by this clause, the Obligors must do all acts and things and execute all documents as may, in the Lender's opinion, be reasonably necessary, desirable or expedient to effect the assignment or novation. The benefit of all provisions of this agreement will enure, once the necessary changes have been made, for the benefit of the assignee.

19. CONFIDENTIAL INFORMATION

19.1 Confidentiality

The Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone other than in accordance with clause 19.2.

19.2 Disclosure of Confidential Information

The Lender may disclose such Confidential Information as it considers appropriate:

(a) to an Affiliate (and any of its Affiliate's officers, directors, employees, professional advisers and auditors), if the person to whom the information is given is informed that it:

- (i) is confidential; and
- (ii) may be price-sensitive,

except that the Lender does not need to inform the recipient of the matters referred to in clause 19.2(a)(i) and clause 19.2(a)(ii) if the recipient is subject to professional obligations to maintain the confidentiality of the information;

(b) to any actual or potential assignee or transferee of its rights or obligations under this agreement (and any of their professional advisers), if the recipient has entered into a Confidentiality Undertaking, except that there will be no requirement for a Confidentiality Undertaking if the recipient is subject to professional obligations to maintain the confidentiality of the information;

(c) to any governmental, banking, taxation or regulatory authority or similar body, or any other person to the extent that it is required to do so by any applicable law, regulation, court order or the rules of any relevant stock exchange, if the person to whom the information is given is informed that it:

- (i) is confidential; and
- (ii) may be price-sensitive,

except that the Lender does not need to inform the recipient of the matters referred to in clause 19.2(c)(i) and clause 19.2(c)(ii), if it considers it is not practicable to do so in the circumstances (except this clause 19.2(c) does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies); and

(d) to any person to whom information is required to be disclosed in connection with, and for the purpose of, any litigation, arbitration, administrative or other investigations, proceedings or disputes, if the person to whom the information is given is informed that it:

- (i) is confidential; and
- (ii) may be price-sensitive,

except that the Lender does not need to inform the recipient of the matters referred to in clause 19.2(d)(i) and clause 19.2(d)(ii), if it considers it is not practicable to do so in the circumstances (except this clause 19.2(d) does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).

19.3 Entire Agreement

This clause 19 constitutes the entire agreement between the parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement between them regarding Confidential Information.

19.4 Continuing Obligations

The obligations in this clause 19 are continuing and will remain binding on the Lender for a period of 6 months from the earlier of:

- (a) the date on which all amounts payable by an Obligor under or in connection with this agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which the Lender ceases to be the Lender.

20. SET-OFF

20.1 Lender may set off

- (a) The Lender may:
 - (i) apply any credit balance (in any currency) to which an Obligor is entitled on any account with the Lender in or towards the satisfaction of any sum then due and unpaid from the Obligor under a Finance Document; and
 - (ii) set off any liability of an Obligor to the Lender against any liability of the Lender to the Obligor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under a Finance Document.
- (b) If the amounts to be set off under clause 20.1(a) are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off.
- (c) Any exercise by the Lender of its rights under clause 20.1(a) will not limit or affect any other rights or remedies available to it under the Finance Documents or otherwise.

21. CALCULATIONS AND CERTIFICATES

21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, other than in the case of manifest error, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate.

21.2 Certificates and Determinations

If the Lender issues any certificate, determination or notification of any amount payable under a Finance Document, it will be (in the absence of manifest error) conclusive evidence of the matter to which it relates.

21.3 Day count convention

Under the Finance Documents, any interest will accrue on a day-to-day basis, calculated according to the actual number of days elapsed and a year of 365 days.

22. VARIATION, WAIVER AND CONSENTS

22.1 Variation

No amendment of a Finance Document is effective unless it is in writing and signed by, or on behalf of, each party to it.

22.2 Waivers and consents

- (a) A waiver of any right or remedy under any Finance Document or by law, or any consent given under any Finance Document, is only effective if given in writing by, or on behalf of, the waiving or consenting party and will not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and will not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under any Finance Document or by law does not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm any Finance Document. No single or partial exercise of any right or remedy provided under any Finance Document or by law prevents or restricts the further exercise of that or any other right or remedy. No election to affirm any Finance Document by the Lender is effective unless it is in writing.

22.3 Remedies cumulative

The rights, powers and remedies provided under each Finance Document are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

23. SEVERANCE

- (a) If the whole or any part of a provision in any Finance Document is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.
- (b) Clause 23(a) does not apply if the severance of a provision of a Finance Document in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under that Finance Document.

24. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute a Finance Document by signing any counterpart.

25. NOTICES

Any notice, demand, consent or other communication (**Notice**) given or made under this agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient:

- (i) by prepaid post (or, if posted to an address in another country, by registered airmail) or by hand to the address below or the address last notified by the intended recipient to the sender; or
- (ii) by email to the email address below or the email address last notified by the intended recipient to the sender:

to the Lender:

Address: Elixinol Wellness Limited
Level 12, 680 George Street, Sydney, NSW, 2000,
Australia

Email: company.secretary@elixinolwellness.com;
with a copy to (which by itself does not
constitute a Notice) to:
shane.barber@twobirds.com

Attention: Group Chief Executive Officer

to the Borrower:

Address: The Sustainable Nutrition Group (Australia) Pty
Ltd

C/- Leydin Freyer, Level 4, 96-100 Albert Road,
South Melbourne VIC 3205

Email: pauline@sustainablenutrition.com.au

Attention: Pauline Gately

to TSN:

Address: The Sustainable Nutrition Group Ltd

C/- Leydin Freyer, Level 4, 96-100 Albert Road,
South Melbourne VIC 3205

Email: pauline@sustainablenutrition.com.au

Attention: Pauline Gately

- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery by hand, when delivered;
 - (ii) in the case of delivery by post, six Business Days after the date of posting (if posted to an address in the same country) or ten Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of delivery by email, the earlier of:

- (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
- (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
- (C) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be regarded as given and received outside the period between 9.00 am and 5.00 pm (addressee's time) on a Business Day (**Business Hours Period**), then the Notice will instead be regarded as given and received at the start of the following Business Hours Period.

26. GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws in force in New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction there and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement and waives any right it has to object to the venue of any legal process in those courts on the basis that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.

27. SURVIVAL

All indemnities and reimbursement obligations (and any other payment obligations of an Obligor) in each Finance Document are continuing and survive termination of the Finance Document, repayment of the Loans and cancellation or expiry of the Commitments.

SCHEDULE 1
CONDITIONS PRECEDENT

Part 1
Conditions Precedent To Initial Loan

1. A verification certificate given by two directors on behalf of each Obligor substantially in the form set out in Part 2 of this Schedule 1, with the attachments referred to in it, and dated no earlier than five days before the proposed initial Drawdown Date.
2. A certificate signed by an authorised signatory of each Obligor, substantially in the form provided to the Obligor by or on behalf of the Lender prior to signing this agreement, setting out details required by the Lender for the purposes of registering financing statements or financing change statements on the register created by the PPSA or otherwise perfecting security interests arising under the Finance Documents.
3. The Scheme Implementation Deed in agreed form executed by all parties to the Scheme Implementation Deed (other than the Lender).
4. Each Finance Document executed by all parties to that Finance Document (other than the Lender).
5. An accession deed in relation to the Lender's Intercompany Loan Agreement date 23 June 2021 executed by the Borrower (conditional on the proposed schemes the subject of the Scheme Implementation Deed being implemented).
6. A copy of the Borrower's:
 - (a) Original Accounts.
 - (b) unaudited management Accounts for the month ending 31 October 2022, including cashflow forecast and performance against forecast for that month.
7. Each Title Document required to be lodged with the Lender under any Finance Document including share certificates and blank transfers of any Marketable Securities forming part of the Transaction Security.
8. Evidence that the constitution of each Subsidiary of an Obligor does not permit director discretion regarding registration of share transfers, and otherwise will not restrict or delay their transfer on enforcement of a Transaction Security.
9. Evidence that the Obligors have complied with their obligations with respect to insurances under clause 16.12.
10. Results of searches, enquiries and requisitions in relation to the Secured Property and the Obligors satisfactory to the Lender.
11. Evidence in form and substance satisfactory to the Lender that (i) any Security (other than a Permitted Security) existing over the Secured Property (including the Security securing Financial Indebtedness owed by an Obligor pursuant to the Moneytech Agreements) will be discharged and released and (ii) any registration in respect of such Security on the register created by the PPSA has been, or will, concurrently with the time that the initial Loan is made available to the Borrower, be removed.

Part 2
Form of verification certificate

From: [OBLIGOR NAME] [ACN **OR** ABN] [NUMBER] of [ADDRESS]

To: [LENDER NAME] [ACN **OR** ABN] [NUMBER] of [ADDRESS]

Attention: [NAME]

Date: [DATE]

Verification Certificate: Facility Agreement between [NAME OF PARTIES] dated [DATE] [(as amended by [DETAILS OF AMENDMENT DOCUMENTS]) (Facility Agreement)

We are the directors of the [OBLIGOR NAME] [ACN OR ABN] [NUMBER] (Company).

We refer to the Facility Agreement. Terms defined in the Facility Agreement will have the same meaning in this certificate unless given a different meaning in this certificate.

We certify as follows:

1. Attachments

Attached to this certificate are true, complete and up-to-date copies of the following:

- (a) The constitutional documents of the Company.
- (b) An extract of minutes of a meeting of the Company's board of directors:
 - (i) approving the entry into, and the transactions contemplated by, the Finance Documents and resolving that it execute, deliver and perform its obligations under the Finance Documents;
 - (ii) authorising a specified person or persons, on its behalf, as authorised signatory to sign and/or dispatch all documents and notices (including, if relevant, any Drawdown Request) to be signed and/or dispatched by it under or in connection with the Finance Documents;
 - (iii) confirming that no limit on the powers of the Company or its directors to borrow money, or guarantee or secure obligations, would be exceeded by its entry into or performance of its obligations under the Finance Documents;
 - (iv) confirming that the Company was solvent and there were reasonable grounds to expect the Company would continue to be solvent after executing, and complying with its obligations under, the Finance Documents; and
 - (v) confirming that entry into the Finance Documents is for the corporate benefit of the Company;

- (vi) confirming that the Company's entry into the Finance Documents and its performance of obligations under the Finance Documents will not result in any breach of Part 2J.3 of the Corporations Act.

Each document attached to this certificate is in full force and effect and has not been amended, modified or revoked.

2. Specimen Signatures

The following are signatures of each authorised signatory of the Company for the purposes of the Finance Documents as at the date of this certificate.

Name	Position	Signature
[FULL NAME]	[DETAILS OF POSITION]	
[FULL NAME]	[DETAILS OF POSITION]	

3. Solvency

The Company is solvent and will not become insolvent by its entry into, or the performance of its obligations under, the Finance Documents.

4. Related Party Transactions and Financial Assistance

The Company's entry into the Finance Documents and its performance of obligations under the Finance Documents will not result in any breach of Chapter 2E or Part 2J.3 of the Corporations Act.

5. Limits

Borrowing the total Commitment would not mean any borrowing, guaranteeing or similar limit binding on the Company will be exceeded.

Signed for and on behalf of the Company by:

.....

[NAME] [Director]

[OBLIGOR NAME] [ACN **OR** ABN] [NUMBER]

.....

[NAME] Director

[OBLIGORR NAME] [ACN **OR** ABN] [NUMBER]

**SCHEDULE 2
REQUESTS AND NOTICES**

**Part 1
Form of Drawdown Request**

[ON LETTERHEAD OF THE BORROWER]

To: [LENDER NAME] [ACN OR ABN] [NUMBER]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[CITY, STATE, POSTCODE]

Attention: [NAME]

[DATE]

Drawdown Request: Facility Agreement between [NAME OF PARTIES] dated [DATE][as amended by [AMENDMENT DOCUMENT DETAILS]] (Facility Agreement)

We refer to the Facility Agreement. This is a Drawdown Request under the Facility Agreement. Words and expressions defined in the Facility Agreement have the same meaning in this Drawdown Request.

We give you notice that we wish to draw down the following Loan:

Amount: \$[AMOUNT]

Drawdown Date: [DATE]

The proceeds of the Loan are to be used in accordance with Clause 3.1 of the Facility Agreement.

The Loan is to be made available by credit to [ACCOUNT DETAILS].

We confirm on the date of this Drawdown Request and on the proposed Drawdown Date:

1. The Repeating Representations are true and correct in all material respects, and will be true and correct in all material respects immediately after the proposed Loan has been made.
2. No Event of Default or Potential Event of Default or Review Event is continuing or might result from the proposed Loan being made.
3. This Drawdown Request is irrevocable.

Yours faithfully

.....

[NAME OF AUTHORISED SIGNATORY] being
an authorised signatory
for and on behalf of
[BORROWER NAME] [ACN OR ABN] [NUMBER]

**SCHEDULE 3
FORM OF COMPLIANCE CERTIFICATE**

[ON LETTERHEAD OF THE BORROWER]

To: [LENDER NAME] [ACN **OR** ABN] [NUMBER]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[CITY, STATE, POSTCODE]

Attention: [NAME OR DEPARTMENT]

[DATE]

Compliance Certificate: Facility Agreement between [NAME OF PARTIES] dated [DATE][as amended by [AMENDMENT DOCUMENT DETAILS]] (Facility Agreement)

We refer to the Facility Agreement. This is a Compliance Certificate under the Facility Agreement. Words and expressions defined in the Facility Agreement have the same meaning in this Compliance Certificate.

1. We certify that the [consolidated] Accounts of the Borrower enclosed with this Compliance Certificate (if audited) give a true and fair view of, or (if unaudited) fairly represent, the financial condition and the results of operations of the [Borrower **OR** relevant consolidated entity] as at the date on which they are stated to be prepared.
2. We confirm that [no Event of Default or Review Event is continuing **OR** the Borrower is in default under clause [NUMBER] of the Facility Agreement and has [[EXPLAIN STEPS TAKEN TO REMEDY DEFAULT] **OR** a Review Event is continuing as a consequence of [EXPLAIN REVIEW EVENT] and [EXPLAIN STEPS TAKEN TO REMEDY REVIEW EVENT]].

.....
Signed by [NAME OF DIRECTOR] (Director)

For and on behalf of [BORROWER NAME]
[ACN **OR** ABN] [NUMBER]

[.....
Signed by [NAME OF DIRECTOR] (Director)
For and on behalf of [BORROWER]
NAME [ACN **OR** ABN] [NUMBER]]

**SCHEDULE 4
EXISTING SECURITY**

Grantor	PPSR Registration Number	Secured Party	Collateral	PMSI (Y/N)
Guarantor	201911130060899	BOC Limited	All goods now and in future supplied bailed or otherwise made available by the secured party to the grantor including but not limited to all gas, bulk gas facilities, exchange cylinders, equipment consumables and rental cylinders.	Y
Borrower	201803290074282	National Australia Bank Limited	Caterpillar DE110 Generator SN Cclo2453	Y
Borrower	201803290074305	National Australia Bank Limited	1 x Magnet & Screening Machine, Various Food & Machinery Equipment at 49 53 Riversdale road, Newtown Vic 3220	Y
Borrower	201803290074314	National Australia Bank limited	1 x Magnet & Screening Machine, Various Food & Machinery Equipment at 49 53 Riversdale road, Newtown Vic 3220.	Y
Borrower	201807090062758	Visy Logistics No 2 Pty Ltd; and more than 10 other secured parties	All goods, services, products, materials and equipment sold, supplied, delivered, leased, consigned or otherwise made available to the Grantor by or on behalf of a Secured Party or any of its related entities from time	Y
Borrower	201903180042593	Litho Superpak Pty Ltd	Printing & Packaging Materials	Y
Borrower	201904150039259	J & P Flexographics Pty Ltd	All Printed, Laminated and Plain Flexible Packaging Material	Y
Borrower	201908200025916	Corvina Foods Pty Ltd	Australian Primary Hemp Honey & Nut Bar	N
Borrower	201911140018638	S J Burbury & T A Burbury	Agriculture – Crops (Hemp Grain)	N
Borrower	202002270079811	Atlas Corpco Australia Pty Ltd	All goods, equipment and/or other tangible property (including any accessions to those goods, equipment and/or property) sold, leased, hired, rented, bailed, supplied on consignment, sold subject to a conditional sale agreement including retention of title or otherwise made available by the secured party to the grantor.	Y
Borrower	202104130068819	S E Rentals Pty Ltd	Copier Serial No.: CNBL44348	Y

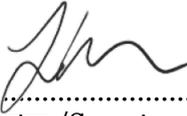
Grantor	PPSR Registration Number	Secured Party	Collateral	PMSI (Y/N)
Borrower	202106080059682	Scalzo Trading Co. Proprietary limited	Food ingredients and/or products (goods) labelled with ... a company or business owned by, or associated with Scalzo Trading Co Pty Ltd	Y
Borrower	202110290004356	Solae Australia Pty Ltd	Food ingredients and/or products (goods) labelled with ... a company or business owned by, or associated with Solae Australia Pty Ltd	Y
Borrower	202201040020674	Adapt-A-Lift Group Pty Ltd	All motor vehicles (as defined in the Personal Property Securities Act and Regulations) rented leased, bailed, supplied on consignment or sold subject to conditional sale agreement (including retention of title) or otherwise made available to the grantor by the secured party.	Y
Borrower	202201040020688	Adapt-A-Lift Group Pty Ltd	All goods sold, leased, rented, bailed, consigned or otherwise made available from time to time (whether present or future) by the secured party to the grantor.	Y
Borrower	202202010000653	Graphic Packaging International Australia Converting Ltd	Innovative design and production of printed folding cartons, paper cups and lids, printed leaflets, printed blister and lidding foils, printed selfadhesive labels, point of sale displays and other value added paperboard packaging products for specific end-use markets in Australia and New Zealand.	Y
Borrower	202203100063189	Impulse International Pty Ltd	None provided.	Y

EXECUTED AS A DEED

Executed in accordance with section 127 of the *Corporations Act 2001* by **Elixinol Wellness Limited:**


.....
Director Signature

.....
Ronald Dufficy
.....
Print Name


.....
~~Director~~/Secretary Signature

.....
Josephine Lorenz
.....
Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **The Sustainable Nutrition Group (Australia) Pty Ltd:**

.....
Director Signature

.....
Print Name

.....
Director/Secretary Signature

.....
Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **The Sustainable Nutrition Group Ltd:**

.....
Director Signature

.....
Print Name

.....
Director/Secretary Signature

.....
Print Name

EXECUTED AS A DEED

Executed in accordance with section 127 of
the *Corporations Act 2001* by
Elixinol Wellness Limited:

.....
Director Signature

.....
Director/Secretary Signature

.....
Print Name

.....
Print Name

Executed in accordance with section 127 of
the *Corporations Act 2001* by
**The Sustainable Nutrition Group
(Australia) Pty Ltd:**


.....
Director Signature

Shane Gild
.....
Director/Secretary Signature

Pauline Gately
.....
Print Name

Shane Gild
.....
Print Name

Executed in accordance with section 127 of
the *Corporations Act 2001* by
The Sustainable Nutrition Group Ltd:


.....
Director Signature

Shane Gild
.....
Director/Secretary Signature

Pauline Gately
.....
Print Name

Shane Gild
.....
Print Name