



PLEASE ACKNOWLEDGE AND RETURN

2 Corporate Boulevard
Bayswater, VIC 3153
Phone (03) 8654 2074
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The Treasurer
Wangaratta RSL Sub-Branch Inc
2-4 Templeton Street
Wangaratta, VIC 3677

13 April 2022

Dear Sir / Madam

LETTER OF OFFER

ANZ is pleased to provide you with a finance offer to meet your business needs. The details of our proposal are in this Letter of Offer.

Some words and phrases in this Letter of Offer have special meanings. They are defined in this Letter of Offer and the Finance Conditions of Use and any Specific Conditions of Use which apply to your Facilities.

Summary of Facilities offered:

Wangaratta RSL Sub-Branch Inc. A.B.N. 61 412 912 811

- | | |
|-------------------------------------|--------------|
| • ANZ Business One | \$10,000.00 |
| • ANZ Business Loan (Variable Rate) | \$400,000.00 |

Key terms of your Facilities

Further information about each Facility is below. A Facility is only available to the Customer listed above each Facility.

Customer

Wangaratta RSL Sub-Branch Inc. A.B.N. 61 412 912 811

ANZ Business One

Facility limit: \$10,000.00

Purpose: Business expenses.

Fees and charges: Please refer to the following documents for fees and charges applicable to this Facility:

- ANZ Commercial Card Letter of Offer
- ANZ Commercial Card Terms and Conditions
- ANZ Commercial Cards Fees and Charges booklet (all documents together shall constitute the "ANZ Commercial Card Facility Agreement")

A PPSR renewal fee will be payable at the time when the Personal property security interest/s provided for these facilities is due to expire and must be renewed. These fees are current at the date of this letter but may vary depending on when a renewal is required. These fees may be charged multiple times depending on the term of the facilities and the number of renewals required:

Renewal of 7 yr registration \$6
Renewal of 25 yr registration \$25

Specific conditions of use: Where the terms for the ANZ Commercial Card Facility Agreement are inconsistent with this Letter of Offer, the terms of the ANZ Commercial Card Facility Agreement will take precedence.

ANZ Business Loan (Variable Rate)

Facility Limit: \$400,000.00

Purpose: Assist with purchase of Poker Machine Floor.

Term of the Facility: The maximum Term of your loan is 5 year(s) and 0 month(s) from the date of first drawing.

Scheduled Payments: Monthly Principal and Interest repayments of \$7,439.12 until expiry of term.

Final Payment: You will pay all Outstanding Money at the end of the Term of the Facility.

Interest Rate: ANZ's Business Mortgage Index (BMI) rate, currently 6.35% p.a. minus a margin of 2.30% p.a.

ANZ's Business Mortgage Index (BMI) rate varies from time to time and is published on anz.com.

Interest Payment: Monthly in Arrears.

Fees: A Loan Administration Charge of \$187.50 is payable quarterly in arrears, with the first charge being payable one quarter after the date of first drawing.

A PPSR renewal fee will be payable at the time when the Personal property security interest/s provided for these facilities is due to expire and must be renewed. These fees are current at the date of this letter but may vary depending on when a renewal is required. These fees may be charged multiple times depending on the term of the facilities and the number of renewals required:

Renewal of 7 yr registration \$6
Renewal of 25 yr registration \$25

Specific Conditions: The ANZ Term Loan Specific Conditions of Use will apply to your Facility and is to be read together with this Letter of Offer.

Internal Use Only: LT/5y0m FDD/0y0m IO/0y0m PDD/0y0m

Description of other documents that are part of your Facility

This Letter of Offer sets out the main terms of our offer. There are other important documents that are part of your agreement. We call the Letter of Offer and these other documents your "**Agreement**" with us.

Your Agreement with us includes:

- ANZ Business Banking Finance Conditions of Use (the **Finance Conditions of Use**)
- Each ANZ Specific Conditions of Use (the **Specific Conditions of Use**) in the 'Key terms of your Facilities' section of this Letter of Offer
- ANZ Business Banking Finance Fees and Charges
- ANZ Business Banking General Service Fees and Charges

Please read these documents and speak to us about any issues that concern you. Understanding them is important as they are part of your Agreement. We recommend you keep a hard copy of them in a safe place so you can refer to them later.

Copies are also available:

- online via anz.com;
- by calling us on 1800 801 485; or
- by coming into any ANZ branch.

Before you can use your Facility

Before you can use your Facility, ANZ needs to receive materials from you. We need to check these materials for our lending procedures. We will let you know what we need.

This may include:

- 'know your customer' information;
- account authorisation documents;
- information about your or a Guarantor's business or organisation;
- security documents and supporting information (refer to 'Security' section below); and
- documents and supporting information relating to any conditions precedent (refer to 'Conditions Precedent' below).

You can only use a Facility once we are satisfied with everything listed above and if no Event of Default has occurred.

Security

Your Facilities are secured. We need to make sure the security is enforceable. To be sure of this, ANZ must receive:

- properly executed originals of all security documents listed as "to be taken" in the list below. We also need all supporting information, forms and notices for these documents.
- supporting information to confirm that all security documents listed as "already held" in the list below:
 - will apply to each Facility offered in this Letter of Offer; and
 - will continue to apply to your existing facilities.

We will let you know what supporting information, forms and notices we need.

Unless ANZ specifies in writing to the contrary, each Security listed below, together with any additional or replacement Security, secures all amounts payable under all Facilities offered in this Letter of Offer, any Merchant Facility, any Uncommitted Markets Facility and any guarantee and/or indemnity.

- a) General Security Agreement given by Wangaratta RSL Sub-Branch Inc. A.B.N. 61 412 912 811 over all present and after-acquired property - Held;

Summary of Fees and Charges

Specific Facility fees

The specific fees you must pay for each Facility are in the 'Key Terms of your Facilities' section of this Letter of Offer. The Loan Approval Fee and the Locked Rate Fee are payable following your acceptance of this Letter of Offer. The total Loan Approval Fees and total Locked Rate Fees that you will pay for all of your Facilities are in the attached Fees and Other Charges Schedule.

Ancillary Fees and Charges

You must pay the ancillary fees and charges when you accept this Letter of Offer. The amounts payable are in the attached Fees and Other Charges Schedule.

Financial information

Your financial situation is important to ANZ's decision to provide a Facility to you. You therefore agree to provide all information that ANZ requests under the Finance Conditions of Use and if we have listed specific information below, you also agree to provide us with that information. A failure to provide us with all financial information within the timeframe specified in the Finance Conditions of Use or in this Letter of Offer (if applicable) is an Event of Default.

- Your audited annual Financial Statements within 30 days of request on account of:

1. Wangaratta RSL Sub-Branch Inc. A.B.N. 61 412 912 811.

Conditions Precedent

ANZ's obligations to make any facilities available is subject to our being satisfied that you have complied with the Finance Conditions of Use.

Other specific conditions

You will ensure that the conditions contained in this section are complied with either at the time specified in the applicable condition or if no time is specified throughout the whole Term of your Facilities.

- You agree that you will not, without ANZ's prior written consent, apply for a decrease in the number of gaming machines/gaming machine licences/gaming machine authorities or surrender gaming machine authorities or licences or offer for tender or sale any gaming machine authorities or licences that you currently hold. In addition;
 - i. you agree that you will make licence payments as and when they fall due; and
 - ii. you will comply with any law or Government Requirement (including but not limited to those relating to gambling regulation).

Approved originators details/fees

ANZ may pay fees or commission to other parties in the event that they have referred your application to ANZ. These parties may not be ANZ agents. They may be independent contractors who receive payment in return for referring a satisfactory application to us.

When can ANZ change the terms of your Facility or stop providing a Facility to you?

Events of Default and their Consequences

Certain events cause default under your Agreement. These Events of Default and their consequences are in the Finance Conditions of Use.

You must notify ANZ as soon as you become aware that an Event of Default has happened.

Review Events and their Consequences

Certain events lead to a review of your Facilities. These Review Events and their consequences are in the Finance Conditions of Use.

Changes in Law

A change of law may make it illegal or impracticable for us to perform our obligations under your Agreement or provide a Facility to you. The Finance Conditions of Use sets out what may happen if a change of law occurs.

Offer period

This offer remains open until 5:00 pm on 13 May 2022, unless otherwise extended by ANZ in writing. If this date falls on a non-business day, the offer will remain open until 5:00 pm on the next business day.

What you need to do

To accept this offer, please sign where indicated and return it to me.

Any questions?

If you have any questions, please call me to discuss them.

Yours faithfully



Scott Williams
Relationship Manager

Customer Acceptance and Consent

Acceptance of Letter of Offer and consent to providing information to Security Providers

To: Australia and New Zealand Banking Group Limited
2 Corporate Boulevard
Bayswater, VIC 3153

Acceptance of Letter of offer dated 13 April 2022

Each Customer:

- accepts ANZ's offer to provide the Facilities on the conditions detailed in this Letter of Offer;
- acknowledges receipt of all documents listed in the 'Description of other documents incorporated into your Facility' section of this Letter of Offer; and
- consents to ANZ providing any information which it holds in relation to the Customer (including a copy of this Letter of Offer, any variations made to it and any other document) to any person who is a Security Provider or who may become a Security Provider in the future.

Before acknowledging receipt of all documents, you should ask for a copy of any document if you do not already have a copy of it.

Security Acknowledgement

If a Customer has given, or will give, any Security to ANZ, the relevant Customer acknowledges and agrees that the Security granted by it to ANZ secures all present and future obligations of all Customer(s) to ANZ, including obligations in respect of all Facilities offered in this Letter of Offer, any Merchant Facility and any Uncommitted Markets Facility, subject to any limitations on the Customer's liability as a security provider under the terms of any such Security.

Each Customer further acknowledges the following.

- each Security that is expressed to be a limited guarantee and indemnity includes a monetary provision in excess of the total of the facility limits referred to in the 'Summary of Facilities Offered' section of this Letter of Offer, for amounts that are or may become payable under a Merchant Facility or an Uncommitted Markets Facility (referred to as the **Guarantee Provision**).
- the Guarantee Provision does not reflect a limit on the amount that may be payable under a Merchant Facility or an Uncommitted Markets Facility.
- ANZ may seek to recover more than the Guarantee Provision in relation to amounts payable under a Merchant Facility or Uncommitted Markets Facility, subject to any limitations on the Customer's liability as a security provider under the terms of the relevant Security.

Dated _____

SIGNED for and on behalf of Wangaratta RSL Sub-Branch Inc. A.B.N. 61 412 912 811 by its authorised representatives

Signature of Authorised Representative

Print name of Authorised Representative

Signature of Authorised Representative

Print name of Authorised Representative

Bank Use Only
____ / ____ / ____
Date acceptance received

Fees and Other Charges Schedule

Specific Facility fees

The Loan Approval Fee and the Locked Rate Fee are payable following your acceptance of this Letter of Offer. The total Loan Approval Fees and total Locked Rate Fees that you will pay for all of your Facilities are set out below.

Ancillary Fees and Charges

You must pay the ancillary fees and charges when you accept this Letter of Offer. The amounts below apply as at 13 April 2022, the date of this Letter of Offer. The amounts may change after this date. If they do, ANZ will notify you of the new amount that you must pay.

Other General Fees and Charges

If you want to do something that isn't described in this Letter of Offer, we may ask you to pay a fee or charge.

You can find these fees and charges in:

- the ANZ Business Banking Finance Fees and Charges booklet; or
- the ANZ Business Banking General Service Fees and Charges booklet.

Fees	Amount	Total
Total Loan\Limit approval fee	\$0.00	
	Total	\$0.00

KEY TERMS OF YOUR BUSINESS LENDING

About this document

The aim of this document is to help you understand key terms of your business lending arrangements with us under the Business Banking Finance Conditions of Use. Please note it does not contain all of the terms and conditions of your arrangements. Additionally, it is not a substitute for, and does not form part of, your contract with us. A reference in this document to "loan" includes any bank guarantee facility or other facility you may have under the Business Banking Finance Conditions of Use, and any amount you owe us under that facility.

1 Repay any money loaned to you with interest

You need to repay the amount loaned to you together with any interest. Your contract will set out the dates for repayments, how you can repay us and your interest rate.

2 Fees, costs and charges

You need to pay the fees, costs and other charges associated with your lending products. The standard fees and charges are set out in the ANZ Business Banking Finance Fees and Charges booklet. You can repay your loans early, but depending on the products you have with us there may be extra costs payable. We will inform you of these extra costs if you ask us. You also agree to pay additional costs if certain other things occur, such as a default.

3 Provide us with information

You need to provide us with the information that we ask for. This may include financial information about you or your business. The type of information we will ask for is set out in your contract. If you don't provide the financial information within the time period to provide it, you will be in default.

4 Reviewing your loan

We may review your loan if certain events occur that change the credit risk of us providing the loan to you. For some events, we will work with you to try and resolve the situation to our mutual satisfaction. For others we aren't required to do this. If we haven't been able to reach a resolution with you, we may ask you to do certain things to lessen our risk. If you don't do those things, or the event is one where we don't have to consult with you, we may change some of your loan terms. This may include a change to your interest rate. If this happens, you may choose to cancel your loan. You can do this by repaying us and satisfying any other obligations you owe us.

5 If you default on your loan

If you don't pay an amount owing you will be in default. You will also be in default if certain other things occur. This includes:

- if you become insolvent;
- if you engage in illegal activities;
- if the information you give us is materially incorrect or you do not provide us with the financial information we need;
- if you lose a licence you need to run your business;
- if your ownership or control changes without our consent; or
- if you lose control of your business's assets.

For most defaults, we will generally give you 30 days to fix the event, but in some instances we can act more quickly. Where we do act after a default has occurred, the things we may do include requiring you to immediately repay us and taking possession of any secured property.

6 Changes to your lending terms and conditions

Sometimes we may need to change the terms and conditions of your contract with us. Generally, we will give you 30 days' notice of a change. We may give less notice in certain instances such as where the change is favourable. If we make a change, you can choose to cancel your loan by paying us back and satisfying any other obligations you owe us.

7 Debits and set-off

We may debit amounts that you owe us from your deposits that we hold. We can also set-off amounts that we owe you against amounts that you owe us. We will tell you in writing if we do these things.

8 Anti-money laundering and sanctions

We are subject to strict anti-money laundering and sanctions regulations. We need to manage our anti-money laundering and sanctions obligations and risk very carefully. This means from time to time we may need to take action including blocking payments or even cancelling your loan.

Where can you find out more?

Your contract has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.