

REVOLVING CREDIT FACILITY TERMS

Version 1.0 February 2024

1. Application

These Revolving Credit Facility Terms (**RCF Terms**) amend and/or supplement the applicable Standard Lending Terms and shall apply to any Facility Letter that incorporates the applicable Standard Lending Terms and these RCF Terms by reference but only in respect of a Revolving Credit Facility. Any terms defined in, or construed for the purposes of, the Facility Letter are underlined and they shall have the same meanings when used in these RCF Terms (unless otherwise defined herein). References in these RCF Terms to a Borrower, each Borrower or the Borrowers shall be deemed to be references to each Borrower to whom a Revolving Credit Facility has been made available. These RCF Terms constitute Supplemental Terms for the purposes of the applicable Standard Lending Terms.

2. Utilisation Request

- 2.1 A Borrower may utilise a Revolving Credit Facility by delivering to the Bank a duly completed Utilisation Request not later than the RCF Drawdown Request Time on the date falling no later than the RCF Drawdown Notice Period before the date of the proposed RCF Loan provided that the Utilisation Request shall not result in more than the Maximum Number of RCF Loans outstanding.
- 2.2 Each Utilisation Request is irrevocable and will not be regarded as duly completed unless (a) the proposed Utilisation Date is a Business Day during the Availability Period; (b) the currency and amount of the proposed Utilisation comply with Clause 2.3; and (c) the proposed Interest Period is permitted under the terms of the Facility Letter.
- 2.3 The currency specified in a Utilisation Request must be the Base Currency. The amount of the proposed RCF Loan may be up to the Available Facility.
- 2.4 Only one RCF Loan may be requested in each Utilisation Request.

3. Calculation of Interest

The rate of interest on each RCF Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Revolving Margin; and
- (b) Reference Rate.

4. Interest Periods

- 4.1 Subject to this Clause 4, a Borrower (or the Borrowers' Agent on behalf of a Borrower) may select an Interest Period for a RCF Loan in the Utilisation Request for that RCF Loan.
- 4.2 Each Interest Period shall begin on the date that the relevant RCF Loan is made available and shall not extend beyond the termination of the Revolving Credit Facility.
- 4.3 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
- 4.4 Each RCF Loan shall have one Interest Period only.

5. Payment of Interest

In respect of each RCF Loan, the Borrower to which that RCF Loan has been made shall pay accrued interest on the last day of the Interest Period of that RCF Loan.

6. Repayment

6.1 Each RCF Loan shall be repaid at the end of its Interest Period. Any amount repaid may be redrawn, subject at all times to the terms and conditions of the Facility Letter.

6.2 Unless the relevant Borrower notifies the Bank to the contrary in the relevant Utilisation Request, if a maturing RCF Loan is due for repayment by a Borrower on a day when such Borrower requests a new RCF Loan to be made available, the Bank may treat the new RCF Loan as being applied to repay the maturing RCF Loan so that only the difference (if any) in the amounts of the maturing RCF Loan and the new RCF Loan shall be:

(a) made available to that Borrower by the Bank if the amount of the new RCF Loan exceeded the maturing RCF Loan; or

(b) repaid to the Bank by the Borrower if the amount of the maturing RCF Loan exceeded the new RCF Loan.

7. Voluntary Prepayment

Subject to the terms of the Facility Letter, each Borrower may, if it gives the Bank prior notice of not less than the RCF Prepayment Notice Period, prepay the whole or any part of the RCF Loan being a minimum amount of the RCF Minimum Prepayment Amount and a multiple of the RCF Prepayment Multiple and/or interest accrued. On the date of prepayment of the RCF Loan the relevant Borrower shall pay to the Bank any accrued interest and if specified in the Facility Letter, any Prepayment Fee and/or Break Costs. The amount of any Prepayment Fee and/or Break Costs shall be calculated by the Bank and shall be conclusive of the amount owed.

8. Definitions

Available Facility means the Limit applicable to the Revolving Credit Facility minus:

(a) the aggregate of the Utilisation Amounts of any outstanding RCF Loans; and

(b) in relation to any proposed Utilisation, the aggregate of the Utilisation Amounts of any RCF Loans that are due to be made on or before the proposed Utilisation Date (other than any RCF Loans that are due to be repaid or prepaid on or before the proposed Utilisation Date).

Standard Lending Terms means the Bank's Standard Uncommitted Lending Terms for any uncommitted facility or the Standard Committed Lending Terms for any committed facility (as applicable) as the same may be incorporated by reference into a Facility Letter.

RCF Loan means a loan made or to be made under any Revolving Credit Facility or the principal amount outstanding for the time being of that loan.

Revolving Credit Facility means a revolving credit facility (if any) offered by the Bank to the Borrower(s) under a Facility Letter.

Utilisation means a utilisation of the Revolving Credit Facility.

Utilisation Amount means, in relation to a RCF Loan, the amount specified in the Utilisation Request delivered by a Borrower for that RCF Loan.

Utilisation Date means the date of a Utilisation, being the date on which the relevant RCF Loan is to be made.

Utilisation Request means a request to utilise the Revolving Credit Facility in the form as may be prescribed by the Bank from time to time.