

## **TERM LOAN FACILITY TERMS**

**Version 1.0 February 2024**

### **1. Application**

These Term Loan Facility Terms (**Term Loan 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 Term Loan Terms by reference but only in respect of a Term Loan 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 Term Loan Terms (unless otherwise defined herein). References in these Term Loan Terms to a Borrower, each Borrower or the Borrowers shall be deemed to be references to each Borrower to whom a Term Loan Facility has been made available. These Term Loan Terms constitute Supplemental Terms for the purposes of the applicable Standard Lending Terms.

### **2. Utilisation Requests**

- 2.1 A Borrower may utilise a Term Loan Facility by delivering to the Bank a duly completed Utilisation Request not later than the Term Loan Drawdown Request Time for the proposed Term Loan provided that the Utilisation Request shall not result in more than the Maximum Number of Outstanding Loans being 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 Term Loan must be a minimum of the relevant Minimum Utilisation Amount or an integral multiple thereof, or, if less, any amount up to the Available Facility.
- 2.4 Only one Term Loan may be requested in each Utilisation Request.

### **3. Calculation of Interest**

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

- (a) Term Loan Margin; and
- (b) Reference Rate.

### **4. Interest Periods**

- 4.1 A Borrower (or the Borrowers' Agent on behalf of a Borrower) may select an Interest Period for a Term Loan in the Utilisation Request for that Term Loan or (if the Term Loan has already been borrowed) in a Selection Notice.
- 4.2 Each Selection Notice for a Term Loan is irrevocable and must be delivered to the Bank by a Borrower (or the Borrowers' Agent on behalf of such Borrower to which that Term Loan was made) not later than 9:30 a.m. at least two Business Days before the first day of the relevant Interest Period, or such other later time as the Bank may agree.
- 4.3 If a Borrower (or the Borrowers' Agent) fails to deliver a Selection Notice to the Bank in accordance with Clause 4.2 above, the relevant Interest Period shall be the period as specified in the Facility Letter.

- 4.4 Each Interest Period for a Term Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.
- 4.5 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall instead on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

## 5. **Payment of interest**

Each Borrower to which a Term Loan has been made shall pay accrued interest on each such Term Loan on the last day of each Interest Period (and, if an Interest Period is longer than three months, on the dates falling at three-monthly intervals after the first day of that Interest Period).

## 6. **Repayment**

- 6.1 The Facility Letter sets out the repayment provisions in respect of the Term Loan Facility.
- 6.2 No Borrower may reborrow any part of a Term Loan Facility which is repaid or prepaid.

## 7. **Definitions**

**Available Facility** means the relevant Limit applicable to the Term Loan Facility minus:

- (a) the aggregate of the Utilisation Amounts of any outstanding Term Loans; and
- (b) in relation to any proposed Utilisation, the aggregate of the Utilisation Amounts of any Term Loans that are due to be made on or before the proposed Utilisation Date.

**Selection Notice** means a notice substantially in such form as may be prescribed by the Bank from time to time.

**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.

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

**Term Loan Facility** means a term loan facility (if any) offered by the Bank to the Borrower(s) under a Facility Letter.

**Utilisation** means a utilisation of the Term Loan Facility.

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

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

**Utilisation Request** means a request to utilise the Term Loan Facility in such form as may be prescribed by the Bank from time to time.