

[Branch Name]
[Address]
[Suburb] [State] [Postcode]
Phone: 03 00000000



07/09/2017

[Address Name]
[Company Short Name]
[Address - Street Number & Name]
[Address - Suburb / City / State / Postcode]

Cover Letter

Dear ABC Pty Ltd ("you")

THANKS FOR GIVING US THE OPPORTUNITY TO BACK YOUR BUSINESS

We're excited about your future and how we can help. We're pleased to confirm the following Facility/ies:

Facility	Limit
Business Markets Loan	\$500,000.00

Here's a quick summary of what you need to know. Inside, you'll find:

- Business Letter of Offer
- Specific Conditions to your Facility
- Business Lending General Terms (also available on nab.com.au)
- Business Banking Fees: A Guide to Fees and Charges.

Have a read through, ask us any questions and if you're happy to accept our offer, please sign and return the documents to me by 06/12/2017 (which is in 90 days).

Feel free to contact me any time if you have any questions, I'm always happy to help.

We look forward to working with you and helping your business grow.

Thanks,
Mr. Smith
Business Banker
Ph: 03 00000000

YOUR NAB BUSINESS FACILITY AT A GLANCE

NAB Business Markets Loan

For more information about your Facility see the NAB Business Markets Loan Specific Conditions.

Facility Details

The purpose of your Facility:	To purchase a business.
Facility Limit:	\$500,000.00
Account Number:	083634 77777777
The length of your Facility:	3 year/s.
When your Facility starts:	07/09/2017
Last Date for Drawdown:	06/12/2017
Facility Expiry Date:	07/09/2020
When your interest rate will be charged and repriced:	30 days. You can choose when your interest rate will be charged and repriced. It may be every 30, 60, 90 or 180 days or any other time that NAB and you agree to. Interest payments will be charged at the end of each pricing period.
Floating Interest Rate:	4.20 % per annum (indicative). This is comprised of NAB's Business Lending Rate plus a Customer Margin. The interest rate is set at the beginning of each pricing period.
Business Lending Rate (indicative):	3.7 % per annum. The actual Business Lending Rate will be determined on the day of funding and on each pricing reset date.
Customer Margin:	0.5 % per annum. This is a customer risk margin that is added to NAB's Business Lending Rate. This is determined through NAB's assessment of your financial situation.
Your principal repayments:	The Facility is repayable in full at expiry date.
Service Fee:	\$150.00 payable in arrears on the last Business Day of each month.
Application Fee:	\$600.00 payable by you on your acceptance of this Agreement.
CAP Rate Premium:	Applicable to the part of the Facility that is subject to a CAP Rate as detailed in the Drawdown Schedule.
Default Interest Rate:	Base Indicator Rate (available on nab.com.au) plus Customer Margin plus

Your assets / premises to be used as security for the Facility

- The securities listed below secure all new facilities in this Agreement.
- In the future, you may agree in writing to further securities being provided.
- If you have any earlier securities in place with NAB, these will remain in place and will not be affected by these new securities.

Description

[Registered Mortgage over property situated at [INSERT ADDRESS INCLUDING STREET, SUBURB, & STATE] more particularly described in Certificate of Title Volume [INSERT VOLUME NUMBER] Folio [INSERT FOLIO NUMBER.]

[Registered Mortgage over property situate at [INSERT ADDRESS INCLUDING STREET, SUBURB, & STATE] more particularly described in Certificate of Title Division [INSERT NAME OF DIVISION] Section [INSERT SECTION NUMBER] Block [INSERT BLOCK NUMBER] Unit [INSERT UNIT NUMBER.]

Getting started

Before the Facility/ies is provided you'll need to meet the following conditions. These Conditions Precedent are in addition to any other conditions precedent set out elsewhere in this Agreement.

[Conditions Precedent1]

[Conditions Precedent2]

[Conditions Precedent3]

Promises we rely on

- It's important that you meet the following additional obligations at all times during this Agreement. Please contact us if you're worried about not meeting these so we can provide early assistance.
- If there are any inconsistencies between these Additional Covenants and Undertakings and the Business Lending General Terms or Facility Specific Conditions, these Additional Covenants and Undertakings prevail to the extent of the inconsistency.
- These Additional Covenants and Undertakings are to be assessed and reported as detailed below.

[Covenants and Undertakings1]

[Covenants and Undertakings2]

[Covenants and Undertakings3]

Ndbhsdvfsvdf

Sjhfbvgdsdvfd

Sdhfdvdsfgvegd

hdvfgdsfvgsd

GENERAL FEES AND CHARGES

Our estimate of your upfront fees and charges

- We want to be transparent about your fees and charges, so you're clear about what you're paying. There are a number of fees you need to pay as soon as you sign this Agreement. These are set out below. For more information, read the enclosed document: Business Banking Fees: A Guide to Fees and Charges.

NB: This is only an estimate. There may be extra fees and charges for your Facility. If this is the case, we'll let you know as soon as possible.

Estimate of NAB's credit fees and charges

Application fee	[\$]
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This application fee is the total application fee payable under this Agreement. It includes any separate Facility application fees set out in the Facility Details.

Title search fee	[\$]
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Company search fee	[\$]
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Business name search fee	[\$]
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Settlement fee	[\$]
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Estimate of total amount of NAB's credit fees and charges	[\$\$\$]
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Estimate of non-NAB Fees and Charges

(payable to the relevant government department and payable to third parties)

Title search fee	[\$]
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Mortgage stamp duty	[\$]
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Mortgage registration fee	[\$]
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Estimate of total amount of non-NAB Fees and Charges	[\$\$\$]
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Estimate of total amount of all Fees and Charges (as far as can be ascertained now).	[\$\$\$]
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FACILITY ACCEPTANCE

Your Acceptance Of Our Offer

I/we accept NAB's offer as set out in this Agreement.
Further, I/we:

1. declare that all the information I/we have given NAB is accurate and not misleading
2. acknowledge that I/we have read the Agreement, including this document, the relevant Specific Conditions to this Facility and the Business Lending General Terms
3. acknowledge that the assets I/we (or a Security Provider) have put up as security for this Facility will be at risk if I/we do not repay our Facility or otherwise Default.
4. understand that NAB may pay a commission to a third party where I/we have been introduced to NAB by that third party.

Declaration of Purposes for which Credit is Provided

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property

By signing this declaration you may lose your protection under the National Credit Code.

Executed by the customer

Customer Company Name (BLOCK LETTERS)

Executed by the company named above in accordance with Section 127 of the Corporations Act 2001 (Cwlth)

Signature

Full name (BLOCK LETTERS)

Director / Secretary*

Office Held

Date

Signature

Full name (BLOCK LETTERS)

Director

Office Held

Date

* Please tick here if you are signing as Sole Director and Sole Company Secretary

that Banking Day falls on or before the Facility Expiry Date. Otherwise we can change it to end on the previous Banking Day.

- (c) If you want to change a Pricing Period in the middle of a Pricing Period, you will need to contact us. Any such change will need to be agreed by us at the time. Please note that new interest rates will apply from the start of the new Pricing Period.

5. INTEREST RATES AND PRICING NOTICES

- (a) The Facility Details will show the initial yearly interest rates for each Facility component. If not shown in the Facility Details, or if a percentage rate is stated as 'indicative only', we will determine and notify you of the applicable rate on or after your first use of the Facility.
- (b) If you want to open a component within your Facility Limit, we will notify you of the applicable rate after the start of the relevant Pricing Period for that component.
- (c) You can always contact us to find out the rate that will apply. The rates we quote for a day will apply if you use the relevant Facility component by a certain cut-off time on the day. We can let you know the cut-off time too.
- (d) For each Pricing Period we will send you a Rate Notice showing you the applicable interest rates and interest, fee and premium charges for each component over that Pricing Period. This will also show the weighted average of all interest rates applying across all your components, so you can see how you are going overall.
- (e) The interest rate for a Floating Interest Rate component is reset at the start of each Pricing Period. It is the aggregate of "NAB's Business Lending Rate" plus the "Customer Margin" as described in the Facility Details.

NAB's Business Lending Rate is our indicator rate and is linked to:

- The rate determined by us which is equal to the Australian Bank Bill Swap Reference Rate (Bid) administered by ASX Benchmarks displayed on page BBSY of the Thomson Reuters Screen on the first day of that Pricing Period for a period equal to that Pricing Period (or where the Pricing Period is less than 1 month, a period of 1 month) and which starts on that day;
 - if the rate for a Pricing Period cannot be determined in accordance with the paragraph above or if, in our reasonable opinion, the rate becomes inappropriate, the rate reasonably determined by us to be the appropriate equivalent rate having regard to the prevailing market; and
- our minimum return margin for the tenor of the Pricing Period which we can change from time to time.

- (f) The interest rate for a Cap Rate component Pricing Period is the lower of the Cap Rate and the Floating Interest Rate, and is reset at the start of each Pricing Period.
- (g) The interest rate for a Fixed Rate component is a fixed interest rate set at the start for the whole of the component term (the rate is not reset each Pricing Period).
- (h) The interest rate for a Flexible Maturity Fixed Rate component is a fixed interest rate set at the start for the whole of the component term (the rate is not reset each Pricing Period). When setting up a Flexible Maturity Fixed Rate component, you can also ask for the option to keep the same fixed interest rate for one further period after the original component term ends. If a further period was agreed, and you wish to extend the component term for the agreed further period at the same fixed rate, you will need to notify us in writing at least 2 Banking Days before the original component term ends. We will then extend the Flexible Maturity Fixed Rate component term accordingly.

6. INTEREST CHARGING

- (a) Interest is calculated daily during each Pricing Period on the outstanding amount of each

so. We may need instructions to be in writing to act on them.

11. WHAT WORDS MEAN

Capitalised terms used in these specific conditions with a specific meaning are generally referable to terms set out in your Facility Details for this Facility. Otherwise, they are defined below or in the Business Lending General Terms.

Drawdown Schedule means the one specified in the Facility Details, or another drawdown schedule we provide to you.

Pricing Period means the frequency of when your interest rate will be charged and repriced, specified in the Facility Details.

Rate Notice means a notice from us setting out the applicable interest rates and interest charges for each component of the Facility over a Pricing Period