

(Please complete fully and sign the declaration of business purposes and return to National head office)

Date: Member Number ("the account number"):

Trading as ("account name") :

Full name of member including the buyer in relation
to the Real Estate facility below ("the member"):

Number of trade dollars credited to member ("the facility"):

☐ Real Estate Facility for Buyer Rollover fee % (real estate only):

☐ Facility Administration Fee (applies to goods and services only) Administration Fee Amount:

In consideration of the crediting to the member of the facility the member agrees and acknowledges that:

1. Whilst the facility has not been repaid in full the member must remain an actively trading member of the trade exchange. The facility must be repaid in full within 24 months of credit. The exchange will be entitled to remove from your trading account credit amounts after the time when the facility is repayable.
2. In the event of all or part of the facility being unpaid 30 days from the date the facility falls due, then the balance outstanding shall thereupon be a debt payable by the member to the exchange in Australian dollars at the rate of one Australian dollar for each Trade dollar remaining outstanding.
3. In the event that the facility is granted for the purpose of a real estate transaction the member acknowledges that the facility will be reduced by the trade exchange being entitled to remove from a members account such credit balances as the exchange may determine from time to time. In any event and notwithstanding paragraph one hereof any balance remaining will be repayable in full at the expiry of 2 years from the date of granting of the facility. At that time provided the member has complied with the terms of this agreement and remains an active member the member may at the discretion of Empire Trade extend the period of repayment for up to a further five years by paying the rollover fee plus Tax in Australian dollars. The rollover fee will be calculated as a percentage of the real estate facility remaining outstanding at the time of the rollover.
4. In the event of the member leaving the trade exchange for any reason whatsoever the member agrees and acknowledges that the facility is repayable in full immediately.
5. In the case of a real estate facility, the member ("the Charger includes but not limited to the buyer identified above") hereby charges with payment of the money and the compliance of all obligations set forth in this agreement ("the document") all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by the Charger. The Charger (and where there is more than one each joint and severally) agrees that if demand is made upon the Charger by the Trade Exchange ("the Chargee"), the Charger (and in the case of more than one Charger all Chargers) will immediately execute a Mortgage or other instruments of security or Consents to Caveat as required by the Chargee. And in the event that the Charger or any of them fails to sign and return any such documents within a period of seven (7) days from the date of dispatch to them of such documents by the Chargee, the Charger irrevocably and by way of security appoints any Solicitor engaged by the Chargee to be his her or their true or lawful Attorney to execute and register such instruments.
6. The parties agree that the repayment in Australian dollars under the terms of this agreement is by way of liquidated damages and not penalty.

X

X

.....
(Signature of member)

.....
(Signature of buyer)

Please note that in the event of the member being a company then this document must be signed by a Director who by signing warrants that he or she holds the authority of the company to bind the company (and authorises a fixed and floating charge over the company's assets and undertaking to be signed by a representative of the exchange and registered to secure repayment of all fees) and in the case of a partnership this document must be signed by one partner who by signing warrants that he or she is authorised to bind the firm.

Declaration of business purposes

The member has applied for a facility in trade dollars. The member states and declares that the purpose of the facility is for business purposes only. The member acknowledges that the facility is not a transaction which is within the Consumer Credit Code. The member acknowledges that The exchange and its agents and servants have made no representation as to the ability of the member to honor the facility obligations.

X

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(Signature of member)

In the event that this agreement is sent by facsimile or email transmission to one or both parties for signature or to their respective agents or solicitors and is subsequently duly signed and returned then this agreement shall be binding on the parties as if an original and duplicate of the agreement were signed by the parties. This agreement is not conditional upon the subsequent execution of an original and duplicate by the parties although either party may request the other party to execute an original and duplicate agreement.