

**DEED OF SUBORDINATION AND PRIORITY
(Three Secured Parties PPSA AND NON-PPSA) - SCHEDULE**

SUBORDINATION

1. Each of the Second Secured Party's and the Third Secured Party's respective security interests in the Collateral are subordinated to the First Secured Party's security interest in the Collateral for the purposes of section 70 of the PPSA.
2. If required by the First Secured Party, the Second Secured Party and the Third Secured Party will immediately register a financing change statement or statements in relation to that subordination.
3. The Third Secured Party's security interest in the Collateral is subordinated to the Second Secured Party's security interest in the Collateral for the purposes of section 70 of the PPSA.
4. If required by the Second Secured Party, the Third Secured Party will immediately register a financing change statement or statements in relation to that subordination.
5. If, at any time, the First Secured Party has received the lesser of:
 - (a) the total amount secured, whether actually or contingently, under the First Secured Party Securities at that time; and
 - (b) the First Secured Party Priority Amount,and if required by either of the Second Secured Party or the Third Secured Party, the First Secured Party will immediately register a financing change statement or statements recording the subordination of the First Secured Party's interest in the Collateral for the purposes of section 70 of the PPSA.
6. If, at any time, the Second Secured Party has received the lesser of:
 - (a) the total amount secured, whether actually or contingently, under the Second Secured Party Securities at that time; and
 - (b) the Second Secured Party priority Amount,and if required by the Third Secured Party, the Second Secured Party will immediately register a financing change statement or statements recording the subordination of the Second Secured Party's interest in the Collateral for the purposes of section 70 of the PPSA.

EXTENT OF PRIORITIES BETWEEN SECURED PARTIES

Priority amounts

7. The First Secured Party Securities, and all moneys from time to time secured under them, will have first priority over the Second Secured Party Securities and the Third Secured Party Securities for an amount not exceeding the First Secured Party Priority Amount.
8. The Second Secured Party Securities, and all moneys from time to time secured under them, will have second priority over the Third Secured Party Securities for an amount not exceeding the Second Secured Party Priority Amount.
9. The Third Secured Party Securities, and all moneys from time to time secured under them, will have third priority for an amount not exceeding the Third Secured Party Priority Amount.

10. Subject to clauses 7, 8 and 9:
- (a) the First Secured Party Securities will, in respect of the Collateral and Other Property subject to any First Secured Party Security, have priority over the Second Secured Party Securities and the Third Secured Party Securities for the balance (if any), of the moneys from time to time, secured by, and outstanding under, the First Secured Party Securities; and
 - (b) the Second Secured Party Securities will, in respect of the Collateral and Other Property subject to any Second Secured Party Security, have priority over the Third Secured Party Securities for the balance (if any), of the moneys from time to time, secured by, and outstanding under, the Second Secured Party Securities.

Section 109 PPSA

11. Subject to clause 12, the First Secured Party has priority over the Second Secured Party and the Third Secured Party in respect of any Collateral in terms of section 109 of the PPSA, and may take possession of and sell that Collateral when:
- (a) the Debtor is in default under any relevant First Secured Party Security; or
 - (b) that Collateral is at risk; and
12. Upon the First Secured Party receiving the lesser of:
- (a) the total amount secured, whether actually or contingently, under the First Secured Party Securities at the date on which that payment is to be made; and
 - (b) the First Secured Party Priority Amount,
- the Second Secured Party has priority over the Third Secured Party in respect of any Collateral in terms of section 109 of the PPSA, and may (but is not obliged to) take possession of and sell that Collateral when:
- (c) the Debtor is in default under any relevant Second Secured Party Security; or
 - (d) any Collateral is at risk.
13. Nothing in this Document prevents the Second Secured Party or the Third Secured Party from enforcing its Security in accordance with its terms.

PERFECTION

Registration

14. Each Secured Party ("warranting party"):
- (a) represents and warrants to the other Secured Parties that the warranting party has perfected, by registering a financing statement, the warranting party's security interest (if any) in the Collateral; and
 - (b) will ensure that the warranting party's security interest (if any) in the Collateral is continuously perfected.

Possession

15. If, at any time, a Secured Party has possession of any Collateral, for the purposes of perfection and/or priority in relation to that Secured Party's security interest, that Secured Party will not release or give up that possession to any person other than the senior ranking Secured Party except as, but only to the extent, required by law or order of a court of competent jurisdiction or with the written consent of each other Secured Party.

PARAMOUNTCY AS BETWEEN SECURED PARTIES

16. These subordination and priority arrangements will have effect despite anything (including, but not limited to, in the case of Other Property, any application of the rule in *Clayton's Case* (1816) 1 Mer. 529 or the rule in *Hopkinson v Rolt* (1861) 9 H.L. Cas. 514) that might alter or affect the priorities provided by these arrangements, except to the extent that:
- (a) a security interest is not enforceable; or
 - (b) a Security has been released unless, but only to the extent that, it is capable of, and is, legally and effectively reinstated against the Debtor,
- provided that:
- (i) if the representation and warranty given by a Secured Party in clause 14(a) is at any time incorrect, or a Secured Party breaches clause 14(b), and that incorrect representation and warranty, or that breach, would result in a security of a third party having priority over a Security of that Secured Party; or
 - (ii) if a Secured Party's financing statement in relation to that Secured Party's security interest (if any) in the Collateral is held to be seriously misleading,
- nothing in these subordination and priority arrangements will oblige either other Secured Party to do or suffer anything inconsistent with that other Secured Party's priority position outside of these arrangements where that priority position is or would be more favourable to that other Secured Party than under these arrangements.
17. Any provision in any Security, or any other agreement or arrangement entered into before the date of the Document, which is inconsistent with these subordination and priority arrangements, will be superseded or varied to the extent necessary to give full effect to these arrangements.

MEMORANDUM OF PRIORITY

18. If required by the First Secured Party or the Second Secured Party, each Secured Party will immediately sign, and consent to the registration in the relevant registry office of, a memorandum of priority under which:
- (a) the First Secured Party is granted priority over the Second Secured Party and the Third Secured Party; and
 - (b) the Second Secured Party is granted priority over the Third Secured Party,
- in any Other Property that requires (whether by law or otherwise) registration of a memorandum of priority.

DISCHARGE OF SECURITY OVER LAND

19. If, at any time, the Second Secured Party disposes of any land under the power of sale contained in a Second Secured Party Security or by law, the First Secured Party will provide the Second Secured Party with a registrable discharge of the First Secured Party Security in respect of that land (but not any other property) upon payment ("**first payment**") by the Second Secured Party of the least of:
- (a) the total amount outstanding under the First Secured Party Securities at the date on which that payment is to be made;
 - (b) the proceeds (net of reasonable expenses incurred in, and incidental to, that disposal) of that land; and
 - (c) the First Secured Party Priority Amount.

20. If, at any time, the Third Secured Party disposes of any land under the power of sale contained in a Third Secured Party Security or by law:
- (a) the First Secured Party will provide the Third Secured Party with a registrable discharge of the First Secured Party Security in respect of that land (but not any other property) upon payment ("First Payment") by the Third Secured Party to the First Secured Party of the least of:
 - (i) the total amount outstanding under the First Secured Party Securities at the date on which that payment is to be made;
 - (ii) the difference between the proceeds (net of reasonable expenses incurred in, and incidental to, that disposal) of that land and the first payment; and
 - (iii) the First Secured Party Priority Amount; and
 - (b) the Second Secured Party will provide the Third Secured Party with a registrable discharge of the Second Secured Party Security in respect of that land (but not any other property) upon payment by the Third Secured Party to the Second Secured Party of the least of:
 - (i) the total amount outstanding under the Second Secured Party Securities at the date on which that payment is to be made;
 - (ii) the proceeds (net of reasonable expenses incurred in, and incidental to, that disposal) of that land and the First Payment; and
 - (iii) the Second Secured Party Priority Amount.

DIRECTION TO PAY

21. Each Secured Party irrevocably and unconditionally authorises and directs a liquidator, official assignee, administrator, receiver, or similar person appointed or acting in respect of the Debtor to pay the proceeds of the realisation of any Collateral or any Other Property in accordance with the provisions of this Document.

TRANSFER OR ASSIGNMENT

22. No Secured Party will transfer or assign any interest or right in or to any of that Secured Party's Securities to any person unless that person has agreed to be bound by the Document.

GOVERNING LAW AND JURISDICTION

23. New Zealand law governs the Document, and the Secured Parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

INTERPRETATION

24. In addition to the definitions set out in the document ("**Document**") which incorporates this schedule of terms:

Enforcement Date	<p>The earlier of:</p> <ul style="list-style-type: none"> (a) the date on which a Secured Party enforces (including, but not limited to, appointing a receiver) that Secured Party's rights under a Security of that Secured Party; and (b) the expiry date of a notice issued in respect of a Secured Party's Security under section 90 or 92 of the Property law Act 1952, pursuant to which a Secured Party enters into possession, or exercises that Secured Party's power of sale, of any land.
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First Secured Party Priority Amount	<p>The aggregate of:</p> <ul style="list-style-type: none"> (a) the First Secured Party Amount; (b) interest, for the Interest Period commencing on the Enforcement Date, calculated on a daily basis at the highest rate payable by the Debtor to the First Secured Party immediately before the Enforcement Date, on the lesser from time to time of: <ul style="list-style-type: none"> (i) the First Secured Party Amount; and (ii) the balance secured by, and outstanding under, the First Secured Party Securities; (c) the amount of all fees, bank charges, taxes and reasonable expenses (including legal expenses, remuneration of a receiver, and goods and services and similar taxes on those amounts) incurred by the First Secured Party, or by any receiver appointed by the First Secured Party, in protecting any Collateral or Other Property, or exercising any powers or rights under the First Secured Party Securities, but in each case only to the extent that they relate to Collateral or Other Property which is subject to any one or more of the First Secured Party Securities, one or more other Securities; (d) the amount of any preferential payments required by law to be paid; and (e) interest, calculated on a daily basis at the greater of a rate equivalent to the cost of funds of the First Secured Party or the relevant receiver (as the case may be) and the highest rate payable by the Debtor to the First Secured Party immediately before the Enforcement Date on the amounts in (c) and (d) above from the date of payment of the relevant amounts until the date of reimbursement of those amounts to the First Secured Party or the relevant receiver (as the case may be).
PPSA	The Personal Property Securities Act 1999.
Second Secured Party Priority Amount	<p>The aggregate of:</p> <ul style="list-style-type: none"> (a) the Second Secured Party Amount; (b) interest, for the Interest Period commencing on the Enforcement Date, calculated on a daily basis at the highest rate payable by the Debtor to the Second Secured Party immediately before the Enforcement Date, on the lesser from time to time of: <ul style="list-style-type: none"> (i) the Second Secured Party Amount; and (ii) the balance secured by, and outstanding under, the Second Secured Party Securities; (c) the amount of all fees, bank charges, taxes and reasonable expenses (including legal expenses, remuneration of a receiver, and goods and services and similar taxes on those amounts) incurred by the Second Secured Party, or by any receiver appointed by the Second Secured Party, in protecting any Collateral or Other Property, or exercising any powers or rights under the Second Secured Party Securities, but in each case only to the extent that they relate to Collateral or Other Property which is subject to one or more of the Secured Party Securities, and one or more of the Third Secured Party Securities; (d) the amount of any preferential payments required by law to be paid; and (e) interest, calculated on a daily basis at the greater of a rate equivalent to the cost of funds of the Second Secured Party or the relevant receiver (as the case may be) and the highest rate payable by the Debtor to the Second Secured Party immediately before the Enforcement Date on the amounts in (c) and (d) above from the date of payment of the relevant amounts until the date of reimbursement of those amounts to the Second Secured Party or the relevant receiver (as the case may be).

Secured Parties	The First Secured Party, the Second Secured Party and the Third Secured Party, and "Secured Party" includes any of them.
Securities	First Secured Party Securities, the Second Secured Party Securities and the Third Secured Party Securities, and "Security" includes any of them.
Third Secured Party Priority Amount	The aggregate of: <ul style="list-style-type: none"> (a) the Third Secured Party Amount; (b) interest, for the Interest Period commencing on the Enforcement Date, calculated on a daily basis at the highest rate payable by the Debtor to the Third Secured Party immediately before the Enforcement Date, on the lesser from time to time of: <ul style="list-style-type: none"> (i) the Third Secured Party Amount; and (ii) the balance secured by, and outstanding under, the Third Secured Party Securities; (c) the amount of all fees, bank charges, taxes and reasonable expenses (including legal expenses, remuneration of a receiver, and goods and services and similar taxes on those amounts) incurred by the Third Secured Party, or by any receiver appointed by the Third Secured Party, in protecting any Collateral or Other Property, or exercising any powers or rights under the Third Secured Party Securities, but in each case only to the extent that they relate to Collateral or Other Property which is subject to any one or more of the Third Secured Party Securities, and one or more of the other securities; and (d) the amount of any preferential payments required by law to be paid; and (e) interest, calculated on a daily basis at the greater of a rate equivalent to the cost of funds of the Third Secured Party or the relevant receiver (as the case may be) and the highest rate payable by the Debtor to the Third Secured Party immediately before the Enforcement Date on the amounts in (c) and (d) above from the date of payment of the relevant amounts until the date of reimbursement of those amounts to the Third Secured Party or the relevant receiver (as the case may be).
"at risk" "default" "financing change statement" "financing statement" "perfection" "personal property" "possession" "proceeds" "security interest" "seriously misleading"	Each have the respective meanings given to them under the PPSA.
at any time	Includes from time to time.
land	Includes any interest in land.
law	Includes any common law, equity and any statute.
person	Includes that person's successors, permitted assigns, executors, and administrators (as applicable).
receiver	Includes a receiver and manager, and a receiver of any income from any land.