DEBENTURE

****

This Debenture Agreement (the “Agreement”) takes effect on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Debenture Holder"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**No. [NUMBER] [AMOUNT]**

[YOUR COMPANY NAME] (hereinafter called the “Company”), for value received, promises to pay upon presentation of this Debenture to [COMPANY NAME], a [COUNTRY] company, or its registered assigns, at the registered office of the Company on demand, the principal sum of [AMOUNT] in lawful money of [COUNTRY] and to pay interest thereon on demand from the date of this Debenture, both before and after default, in like money, at the rate of [%] per annum, calculated [PERIOD] and not in advance, with interest on all overdue interest, calculated daily at the same rate, from the date that the interest becomes due to the actual date of payment.

This Debenture is issued under and secured by a Trust Deed of Hypothec, Mortgage and Pledge bearing formal date of the [DATE] day of, (herein called the “Trust Deed”) executed by the Company in favour of [TRUST COMPANY] as Trustee for the Debentureholders, to which Trust Deed reference is hereby made for the terms and conditions upon and subject to which this Debenture is issued and held and the nature and extent of the security therefore.

The Debentures to be issued under and secured by the Trust Deed shall consist of and are limited to [AMOUNT] in lawful money of [COUNTRY]. All Debentures at any time outstanding rank *pari passu* and are equally and rateably secured by the Trust Deed.

1. In the event of the realisation or sale of the Debentures, the proceeds of such realisation or sale, as the case may be, shall be applied as follows:

1.1 First to the payment of the Trustee’s Remuneration pursuant to subsection [NUMBER] of the Trust Deed; and;

1.2 Any proceeds remaining after payment of the Trustee’s Remuneration shall be applied to the payment of the Debentures.

This Debenture shall not become obligatory until it shall have been certified by the Trustee for the time being under the Trust Deed.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

COMPANY DEBENTURE HOLDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**TRUSTEE’S CERTIFICATE**

This Debenture is one of the Debentures issued under the Trust Deed within mentioned.

Date of certification:

[STATE/PROVINCE] TRUST COMPANY

Duly signed and authorised by:

NAME AND TITLE