

AGFARM FAST CASH TERMS AND CONDITIONS



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Introduction

These terms and conditions, issued by Agfarm Pty Ltd ACN 106 819 167 as trustee for the Agfarm Unit Trust (**Agfarm**), govern any Fast Cash Loan to be made by Agfarm to You.

Words used in these terms and conditions have the meaning given to them in clause 52

Conditions to Fast Cash Loan

1. Agfarm will only make a Fast Cash Loan to You if:

- (a) You have provided Agfarm with all of the information it requires;
- (b) You have irrevocably agreed to be bound by these terms and conditions in such a manner as Agfarm requires;
- (c) You have transferred to Agfarm title to the Fast Cash Commodity by In Store Transfer;
- (d) Agfarm have verified and approved to its satisfaction (in its absolute discretion) Your eligibility to receive a Fast Cash Loan generally;
- (e) Agfarm is satisfied that:
 - (i) the Fast Cash Commodity is not subject to any Encumbrance other than the security interest and legal mortgage granted to Agfarm under these terms and conditions;
 - (ii) no Insolvency Event has occurred in relation to You and is continuing and that the making of the Fast Cash Loan to You will not result in the occurrence of an Insolvency Event in relation to You;
 - (iii) no representation or warranty made by You to Agfarm was or is untrue or misleading (whether by omission or otherwise) in any material respect; and you are not in default of any obligations you may have to Agfarm or any of its Related Bodies Corporate on any account whatsoever.

Payment and acknowledgment of debt

2. Agfarm will, within 3 Business Days of all of the conditions in clause 1 having been satisfied, provided that all of these conditions then remain satisfied, credit the Fast Cash Loan into Your nominated bank account recorded on the NGR as that applicable to Your NGR number, being the NGR number under which You undertook the In Store Transfer of the Fast Cash Commodity to Agfarm.

3. The amount of the Fast Cash Loan will be the amount determined by Agfarm as being equal to 60% of the Market Value of the Fast Cash Commodity at 4:00pm on the day immediately preceding the day on which Agfarm pays the Fast Cash Loan to You. The Fast Cash Loan may only be received in that amount and in a single instalment.

4. You acknowledge and agree that:

(a) You incur a debt to Agfarm upon the payment of a Fast Cash Loan to You, in the amount of the Fast Cash Loan, which is repayable by You together with all other amounts payable by You under these terms and conditions including, without limitation, fees, charges and interest calculated and payable in accordance with these terms and conditions;

(b) the Fast Cash Loan must not be used for any household or domestic purpose.

Fast Cash Commodity

5. You acknowledge and agree that:

(a) You hereby grant a security interest in the Fast Cash Commodity to Agfarm and transfer to Agfarm title to the Fast Cash Commodity as a legal mortgage to secure:

- (i) payment by You of the Secured Monies; and
- (ii) performance of Your obligations under these terms and conditions;

(b) Agfarm as a result of its interest in the Fast Cash Commodity (including, without limitation, as registered proprietor and legal mortgagee of the Fast Cash Commodity) has the sole power and authority to hold and deal with the Fast Cash Commodity, exercisable at its absolute discretion subject only to these terms and conditions;

(c) You have not granted and must not grant or purport to grant any Encumbrance in respect of the Fast Cash Commodity, its proceeds of sale or any rights or interest that You may have under or in relation to these terms and conditions; and

(d) You may not, for such time as Agfarm is registered proprietor of the Fast Cash Commodity and holds an Encumbrance in the Fast Cash Commodity, sell, transfer or deal with all or any of the Fast Cash Commodity or agree to do so without Agfarm's prior written consent.

Interest

6. Interest will accrue on such of the total principal amount of the Fast Cash Loan outstanding from time to time at the Interest Rate from the date of Loan until repayment in accordance with these terms and conditions, calculated daily and with unpaid interest capitalised on the last day of each calendar month and added to the principal amount of the Fast Cash Loan.

7. Subject to clause 8, the Interest Rate will be the Higher Rate.

8. If:

- (a) the Secured Monies are repaid on or before the Maturity Date; and
- (b) there has been no Event of Default,

Agfarm will accept payment of interest at the Lower Rate.

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Fees and Charges

9. You acknowledge and agree that:

(a) There is a one-off commitment fee payable by You to Agfarm (please see Agfarm Fast Cash Frequently Asked Questions for commitment fee calculation); and

(b) You will be solely liable for, and will indemnify Agfarm against, all receival fees, in store or warehouse transfer fees and storage and handling charges, exchange and settlement fees incurred by Agfarm, or to be collected by Agfarm, in relation to the Fast Cash Commodity,

and that these fees, costs and expenses comprise part of the Secured Monies and, accordingly, must be paid in accordance with clause 10.

Repayment of Secured Monies

10. You must repay to Agfarm all Secured Monies:

(a) on the Maturity Date; or

(b) immediately upon the earlier occurrence of an Event of Default.

11. You may prior to the Maturity Date repay to Agfarm all of the Secured Monies.

12. In the absence of an Event of Default having occurred, You may prior to the Maturity Date request Agfarm to act as your broker in order to facilitate Your repayment of the Secured Monies by that date, and if the request is accepted by Agfarm instruct Agfarm, as Your broker, to pursue the sale of the Fast Cash Commodity. In those circumstances:

(a) no brokerage fee or similar or analogous charges will be payable by You;

(b) the Agfarm Broker Terms and Conditions will otherwise apply to the brokered sale of the Fast Cash Commodity save to the extent they are inconsistent with these terms and conditions, in which case these terms and conditions will prevail to the extent of the inconsistency;

(c) Agfarm will comply with any reasonable instructions You provide with respect to a proposed brokered sale of the Fast Cash Commodity provided that Agfarm is satisfied that the net proceeds of any such proposed brokered sale will be sufficient to discharge the Secured Monies; and

(d) the proceeds of any brokered sale of Fast Cash Commodity will be applied by Agfarm in accordance with clause 18.

13. If You repay to Agfarm all of the Secured Monies other than by way of the brokered sale of the Fast Cash Commodity under clause 12, then subject to clause 14 Agfarm will, as soon as reasonably practicable after receiving payment, transfer bulk in situ title to all of the Fast Cash Commodity less any Shrink to You or Your nominee provided that You or Your nominee has a trader account with the bulk handling company with which the Fast Cash Commodity is stored.

14. Agfarm reserves the right to refuse to transfer the Fast Cash Commodity in whole or in part until all amounts owing to Agfarm on any account whatsoever have been paid in full and all of Your other obligations, including contingent and other liabilities, have been fully satisfied.

Default

15. Each of the following is an Event of Default:

(a) an Insolvency Event occurs in relation to You;

(b) Agfarm determines that at any time prior to the Maturity Date the total value of the Secured Monies which remains outstanding exceeds 70% of the Market Value of the Fast Cash Commodity;

(c) You do not pay on the due date any amount payable under these terms and conditions at the place and in the currency in which it is expressed to be payable;

(d) any of Your Financial Indebtedness is not paid when due nor within any originally applicable grace period;

(e) any representation or warranty provided by You to Agfarm was at the time of provision, or becomes at any later time untrue, incomplete, misleading, inaccurate or deceptive; or

(f) You otherwise breach these terms and conditions.

16. If an Event of Default occurs in relation to You then all Secured Monies will at that time become immediately due and payable and Agfarm may at any time thereafter:

(a) exercise any right, power or privilege conferred by law, equity, these terms and conditions or any Encumbrance;

(b) sell or otherwise deal with the Fast Cash Commodity in its absolute discretion;

(c) demand immediate payment of all Secured Monies by You; and

(d) take legal action to recover amounts You owe under these terms and conditions.

17. You must pay any costs and expenses Agfarm incurs in enforcing its rights under these terms and conditions and You acknowledge and agree that these expenses comprise part of the Secured Monies.

Application of Payments

18. Agfarm will apply the proceeds of sale of Fast Cash Commodity it receives (whether under clause 12 or 16) in the following order of priority:

(a) first, to discharge any Encumbrance over the Fast Cash Commodity or the proceeds of sale of the Fast Cash Commodity which has priority at law;

(b) second, to pay the amount determined by Agfarm as the total of the fees, charges and other amounts to be collected by Agfarm or that are otherwise payable by You to Agfarm, or payable by Agfarm on any account, in connection with the sale of the Fast Cash Commodity, whether under these terms and conditions or otherwise;

(c) third, in payment of interest accrued in respect of the Fast Cash Loan;

(d) fourth, in repayment of all other Secured Monies;

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(e) fifth, in repayment of any other amount owed by You to Agfarm or any of its Related Bodies Corporate on any account whatsoever;

(f) sixth, to satisfy any other Encumbrance over the Fast Cash Commodity or the proceeds of sale of the Fast Cash Commodity; and

(g) seventh, to pay to You the balance (if any).

19. If, after application of the payments under clause 18 of these terms and conditions, any of the Secured Monies remains unpaid:

(a) the unpaid Secured Monies nevertheless remain due and payable by You;

(b) You must pay the unpaid Secured Monies to Agfarm on demand; and

(c) You irrevocably and unconditionally direct Agfarm to apply any monies payable to You by Agfarm or any of its Related Bodies Corporate on any other account to payment of the remaining unpaid Secured Monies.

20. Nothing in clause 11 or 18 qualify in any way, or grant to You any indulgence, waiver or suspension of or in respect of, Your obligation to pay to Agfarm any amount which is payable by You.

21. If any payment made by You under or in respect of these terms and conditions is void or voidable for any reason, that payment will be deemed not to have discharged Your liability to Agfarm in respect of that payment (even if Agfarm has given a release or discharge in relation to that payment).

Representations and warranties

22. You represent and warrant at the time You transfer title to the Fast Cash Commodity to Agfarm and at the time of Your receipt of the Fast Cash Loan that:

(a) the person(s) who agreed to be bound by these terms and conditions via the Agfarm website was You or Your duly authorised representative;

(b) You have full legal capacity and power to enter into these terms and conditions and to exercise Your rights and perform Your obligations under them;

(c) the obligations expressed to be assumed by You in these terms and conditions are legal, valid, binding and enforceable obligations;

(d) all authorisations required or desirable:

(i) to enable You to lawfully to enter into, exercise Your rights and comply with Your obligations under these terms and conditions; and

(ii) to make these terms and conditions Your legal, valid, binding and enforceable obligations, admissible in evidence against You;

have been obtained or effected and are in full force and effect;

(e) the Fast Cash Commodity is not subject to any Encumbrance other than that granted to Agfarm under these terms and conditions;

(f) no Insolvency Event has occurred or is likely to occur in relation to You;

(g) all information that You have provided to Agfarm in respect of the Fast Cash Loan is true and complete and not misleading (whether by omission or otherwise);

(h) You will not use the Fast Cash Loan for any household or domestic purpose; and

(i) You are registered for GST.

Indemnity

23. You agree to indemnify and hold harmless Agfarm and its Related Bodies Corporate for and against any Claims and Losses suffered or incurred by any of them in connection with:

(a) Your breach of these terms and conditions; and

(b) any representation, warranty or statement made or repeated by You under Your Application or these terms and conditions being untrue or misleading (whether by omission or otherwise);

(c) Agfarm acting in accordance with any direction You give under these terms and conditions;

(d) these terms and conditions being or becoming unenforceable, including in respect of any monies that are not recoverable under them; and

(e) any payment or any provision of these terms and conditions being terminated or becoming or being claimed by a party other than Agfarm to be wholly or partly invalid, void, voidable or unenforceable.

24. If:

(a) any payment, receipt or other transaction to or in favour of Agfarm has the effect of releasing or discharging:

(i) You from Your obligations under these terms and conditions; or

(ii) any of Your assets from an Encumbrance in favour of Agfarm, and

(b) that payment, receipt or other transaction is subsequently avoided for any reason (including as a result of insolvency, breach of fiduciary or statutory duties or any similar event), then, irrespective of any actual or imputed knowledge of Agfarm:

(c) Agfarm will immediately become entitled against You to all rights (including under any these terms and conditions) as it had immediately before that release or discharge; and

(d) You must:

(i) immediately do all things and execute all documents as Agfarm may require to restore to Agfarm all those rights; and

(ii) indemnify Agfarm against all costs and losses suffered or incurred by it in or in connection with the avoided payment, receipt or other transaction.

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Information

25. You must tell Agfarm as soon as possible if any information You have provided to Agfarm in respect of the Fast Cash Loan becomes untrue or changes.

Privacy

26. Agfarm may collect, use and disclose your information (including personal information) so that we can provide you with and administer the Fast Cash Loan in accordance with these terms and conditions. Where Agfarm assigns, transfers or otherwise deals with or grants security over its rights and obligations under these terms and conditions we may disclose your information (including personal information) to a third party. For more details of when and how we collect, use and disclose Your information, and rights you have (for example, to choose how you want us to communicate with you), see our Privacy Policy at www.agfarm.com.au or contact us on 1300 243 276.

GST

27. If GST applies to any supply made by Agfarm under or in connection with the matters set out in these terms and conditions then Agfarm may, in addition to any brokerage or other fees and charges payable, recover from You an additional amount on account of GST provided that Agfarm issues to You a valid tax invoice calculated by multiplying the brokerage or other service fee or charge payable by You for the supply by the prevailing GST rate.

Encumbrance

28. Whenever Agfarm reasonably requests You to do anything to more satisfactorily mortgage, assure or secure an Encumbrance in favour of Agfarm over the Fast Cash Commodity or the proceeds of sale of the Fast Cash Commodity, You must do it immediately. It may include registering a charge or PPSA Security Interest created by or arising under a contract where under the Corporations Act, the PPSA or any other applicable law, registration is required or may affect the validity, enforceability or priority of that PPSA Security Interest, executing or registering any other document or agreement, delivering documents or evidence of title and executing and delivering blank transfers.

29. To the extent the law permits, You waive:

(a) Your rights to receive any notice that is required by:

- (i) any provision of the PPSA (including a notice of a verification statement); or
- (ii) any other law before Agfarm exercises a right, power or remedy; and

(b) any time period that must otherwise lapse under any law before Agfarm exercises a right, power or remedy.

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer). However, nothing in this clause prohibits Agfarm from giving a notice under the PPSA or any other law.

30. Without limiting the foregoing, Agfarm may register any PPSA Security Interest that it has in or arising under these terms and conditions in any manner it chooses.

31. To the extent the law permits:

(a) for the purposes of sections 115(1) and 115(7) of the PPSA:

- (i) Agfarm need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
- (ii) sections 142 and 143 are excluded;

(b) for the purposes of section 115(7) of the PPSA, Agfarm need not comply with sections 132 and 137(3);

(c) if the PPSA is amended after the date of these terms and conditions to permit You and Agfarm to agree to not comply with or to exclude other provisions of the PPSA, Agfarm may notify You that any of these provisions is excluded, or that Agfarm need not comply with any of these provisions, as notified to You by Agfarm; and

(d) You agree not to exercise its rights to make any request of Agfarm under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non disclosure under that section.

32. To the extent the law permits, You irrevocably waive any right You may have to object to a disposal or retention of the Fast Cash Commodity under the PPSA.

33. Nothing in clause 29 or 32 prohibits Agfarm from giving a notice under the PPSA or any law.

34. If Agfarm exercises a right, power or remedy in connection with these terms and conditions, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Agfarm states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.

35. You agree and acknowledge that You must pay any expenses Agfarm reasonably incur in any action taken by Agfarm under these terms and conditions in relation to any PPSA Security Interest Agfarm may have under these terms and conditions and You acknowledge and agree that these expenses comprise part of the Secured Monies.

Agfarm's rights

36. Agfarm may exercise a right or remedy or give or refuse consent in anyway Agfarm considers appropriate.

37. If Agfarm do not exercise or waive a right or remedy fully or at any given time, Agfarm can still exercise that right or remedy at a later date.

38. Agfarm's rights and Your obligations under these terms and conditions are not affected by the fact that any person who was intended to sign or be bound by these terms and conditions does not do so or does not do so effectively.

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Set-off

39. You may not set-off any amounts payable by You under or in relation to these terms and conditions against any payment obligation owed, or claimed to be owed, by Agfarm to You or raise any other form of counterclaim or defense.

Statements Conclusive

40. A statement signed by Agfarm or by an authorised representative as to any matter or of any amount (including, without limitation, the determination of amounts owing by You) at the date specified in the statement is conclusive in the absence of manifest error.

Time is of the essence

41. Time is of the essence for the performance by You of Your obligations under these terms and conditions.

Entire Agreement

42. These terms and conditions constitute the entire agreement between the parties in relation to its subject matter.

Severability

43. Any part of these terms and conditions, being a whole or part of a clause, will be severable without effecting the validity or enforceability of any of the remaining clauses of these terms and conditions.

Indemnities and Reimbursement

44. All indemnities and reimbursement obligations in these terms and conditions are independent and continuing obligations and survive termination of these terms and conditions and repayment of the Secured Monies.

Assignment and Variation

45. Your rights in connection with these terms and conditions or any of the obligations You have under them cannot be assigned, novated or varied by You without Agfarm's prior written consent.

46. Agfarm may assign, transfer and otherwise deal with and grant security over its rights and obligations under these terms and conditions at Agfarm's discretion.

Further Assurances

47. Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by these terms and conditions.

Exclusion of GTA Trade Rules and GTA Dispute Resolution Rules and Waiver of Defences

48. The parties expressly exclude the application of the GTA Trade Rules and the GTA Dispute Resolution Rules to any dispute arising under or in respect of these terms and conditions.

49. Your obligations under these terms and conditions will not be affected by an act, omission, matter or thing which would reduce, release or prejudice any of your obligations under these terms and conditions (without limitation and whether or not known to You or Agfarm).

Applicable Law

50. The law of New South Wales and the Commonwealth of Australia applies to these terms and conditions. To the extent permitted by law, so are all related matters, including any non-contractual matters, and any security interest (as defined by the PPSA) under it. The parties accept the non-exclusive jurisdiction of courts with jurisdiction there, and waive any right to object to the venue on any ground.

Communication

51. All communications in connection with these terms and conditions must be in writing and sent to Agfarm as follows:

Attention: Chris Nikolaou

Address: Level 7, 56 Clarence Street, Sydney NSW 2000

Email: cnikolaou@agfarm.com.au

Dictionary

52. In these terms and conditions, unless the context requires otherwise:

Agfarm Broker Terms and Conditions means the broking terms and conditions Published by Agfarm from time to time.

Business Day means a day on which all banks are open for business generally in Sydney, Australia, other than a Saturday, Sunday or public holiday.

Claim means any claim, notice, demand, action, recovery, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commodity means wheat, barley, canola or sorghum.

Encumbrance includes a PPSA Security Interest, mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Event of Default has the meaning given in clause 15.

Fast Cash Loan means the principal amount loaned to You by Agfarm pursuant to these terms and conditions.

Fast Cash Commodity means the Commodity You transfer to Agfarm in order to be eligible to receive the Fast Cash Loan under these terms and conditions.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed and any debit balance at any financial institution;

(b) any amount raised under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;

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(c) any amount raised under any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any redeemable shares or similar instrument where the holder has the right, or the right in certain conditions, to require redemption;

(g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

(h) consideration for the acquisition of assets or services payable more than 90 days after acquisition;

(i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate, price or event (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and

(j) any guarantee.

GST has the meaning given to that term in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

GTA means Grain Trade Australia.

GTA Dispute Resolution Rules means the dispute resolution rules published by GTA as amended from time to time.

GTA Trade Rules means the trade rules published by GTA as amended from time to time.

Higher Rate means the interest rate per annum being the sum of the Lower Rate plus 5%.

In Store Transfer means, in respect of Commodity held by a bulk handling company on your behalf, the transfer of ownership of that Commodity that occurs when the bulk handling company notifies Agfarm that it no longer holds the Commodity on Your behalf but holds it Agfarm's behalf (or as Agfarm's agent).

Insolvency Event means, in relation to a person, that person being unable to pay its debts, a receiver, receiver and manager, administrator, provisional liquidator, liquidator or trustee in bankruptcy (or any similar person) being appointed to that person or in respect of any of its assets, a resolution being passed or proceedings commenced to bankrupt that person, or if that person makes any composition or arrangement with its creditors.

Interest Rate has the meaning given in clauses 7 or 8 (as applicable).

Loss means any loss, costs, charges, outgoing, liabilities, damages, expenses or indebtedness of any description including the costs of enforcement of these terms and conditions.

Lower Rate means 4.8% per annum in Western Australia and 5.99% per annum in South Australia, Victoria and New South Wales based on your residential address.

Market Value means, in relation to the Fast Cash Commodity, the price published by Profarmer Australia as being the market price for that type and grade of Commodity at the bulk handling site at which the Fast Cash Commodity is stored, if Profarmer market data is not available for any reason, the market price for that type and grade of Commodity is otherwise determined by Agfarm acting reasonably.

Maturity Date means the date being 180 days after the date on which You receive the Fast Cash Loan.

NGR means the National Grower Register.

parties means Agfarm and You.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Security Interest means any security for the payment of money or performance of obligations within the meaning of section 12(1) and 12(2) of the PPSA and any agreement to allow, grant or create it.

Published means the making of information available by Agfarm by including that information on Agfarm's website, giving You that information by email, post, facsimile or telephone and by making that information available to You by providing the 1300 AGFARM grower enquiry service line.

Related Body Corporate has the meaning given in the Corporations Act 2001.

Season means the 2017/2018 Australian cropping season.

Secured Monies means the principal amount of the Fast Cash Loan together interest which accrues thereon and all other monies payable by You to Agfarm under or in relation to these terms and conditions.

Shrink means the allowance for loss of weight of Fast Cash Commodity that occurs during the storage and handling process imposed by the bulk handling company with which the Fast Cash Commodity is stored.

You means the person who is the transferor of the Fast Cash Commodity to Agfarm, and where there is more than one applicant, the reference to 'You' and 'Your' means each one of You separately and all of You jointly and includes any agent acting on behalf of You.

Interpretation

53. In interpretation of these terms and conditions, unless the context requires otherwise:

(a) all reference to clauses are references to clauses of these terms and conditions;

(b) all references to dollars or '\$' are references to Australian currency and all amounts payable are payable in Australian dollars;

(c) all references to time are references to Sydney time;

(d) a reference to a party to or in respect of these terms and conditions or another agreement or document includes the party's successors and permitted substitutes or assigns;

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(e) a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

(f) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

(g) a reference to a person includes any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency;

(h) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

(i) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other gender;

(j) a reference to the word 'include' or 'including' is to be interpreted without limitation; and

(k) if the day on which any act, matter or thing is to be done is not a Business Day, that act, matter or thing may be done on the next Business Day.