

TERM LOAN AGREEMENT (Non CCC)

ADDITIONAL PROVISIONS

**(to be inserted in Table D of the Term Loan Agreement
or on an additional Annexure Schedule if required)**

Delete only if interest being paid monthly

Interest at Commencement

Notwithstanding the provisions of this Schedule the Lender and the Borrower acknowledge that interest payable for the period from the Interest Commencement Date until the Term expiry date on which the Principal Sum is due as stated in Table A has been included in the Principal Sum.

Use only if interest being paid monthly otherwise delete

Early Repayment

The Borrower is entitled to repay the whole of the Principal Sum at any time during the term of the Term Loan provided that the Borrower gives the Lender one months' notice of the Borrower's intention to repay.

Prepayment Cost

Should you repay the loan in full prior to the Term expiry date, you will be charged a Prepayment Cost. This Prepayment Cost will be the difference between your interest rate and the deposit rate available to, or the overdraft rate of, General Finance Limited on the day of early repayment; for a period of three months, or to the Term expiry date, whichever is the lesser.

if applicable

Limitation of Trustees Liability

The liability of {C2b. Limited Liability Trustee?} (Trustee) is limited to the assets of the {C2. Mortgagor?} {C22. Mortgagor (overflow)?} (Trust). However, if a loss is incurred by General Finance Limited due to an intentional default or dishonesty (but not negligence) in breach of trust by the Trustee, that Trustee will be personally liable to General Finance Limited to the extent that the Trust assets do not satisfy the loss.

Set-off

All payments to be made by the Borrower or Guarantor to the Lender are to be made without set-off or deduction of any kind.

Appropriation of Payments

The Borrower agrees that the Lender shall be entitled to appropriate any payment made by the Borrower to such account of the Borrower with the Lender as the Lender selects; and such appropriation by the Lender shall be binding on the Borrower.

Power of Attorney

The Borrower irrevocably appoints the Lender and any manager, officer or corporate secretary for the time being of the Lender, severally the lawful attorney of the Borrower in the Borrower's name and on the Borrower's behalf at any time from time to time and in such manner as the Lender in its

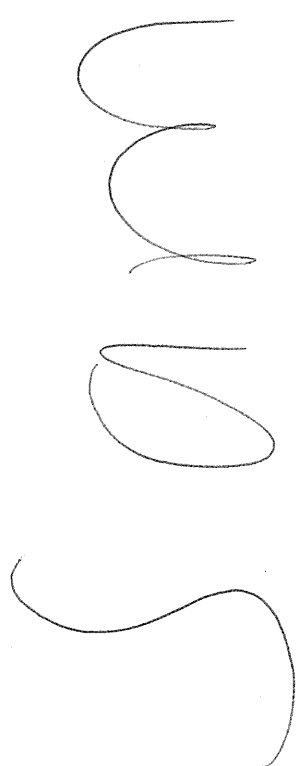
absolute discretion shall think fit, to take all steps and proceedings and to do all acts, matters and things as the Lender shall think proper:

- (a) to remedy any default or breach of the terms and provisions of this Agreement or any of the Security Documents by the Borrower;
- (b) to exercise any of the rights, powers and remedies of the Lender contained in this Agreement or any of the Security Documents;
- (c) to execute any deed, instrument or document necessary for the Lender to perfect its title to any of the securities that are to be collateral to the Loan or this Agreement, or for any other purpose;
- (d) in respect of any development of any land forming part of the Security, to execute all notices, applications, plans, transfers, leases and other documents as are required or expedient in the Lender's opinion to enable the Lender to complete or continue such development;
- (e) to execute a lease or leases of any land forming part of the Security on generally accepted commercial terms.

Further Securities

The Borrower and the Guarantor acknowledge and agree that the property to be mortgaged to the Lender shall include all of the Borrower's and Guarantor's interest in any land or other property whether real or personal and whether or not described in the Agreement and the Borrower and Guarantor charge all such property and grant a security interest in all such property to the Lender accordingly. The Lender is authorised to lodge and maintain a caveat against any title to any real property referred to in this clause.

The Borrower and Guarantor acknowledge and agree that the property and assets to be secured to the Lender shall be the interest in land specified in any mortgage of land granted by the Borrower (and any fixtures relating to such property), together with any interest in all personal property contained in that property, including without limitation stove, light fittings, drapes and curtains, and fitted floor coverings, and any other items that are provided by the Mortgagor under any residential tenancy agreements relating to the property.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.