



31 August 2010

South Canterbury Finance Limited
19 Sophia Street
PO Box 125

Timaru

for itself and each other member of the Charging Group (defined below)
New Zealand

South Canterbury Finance Limited (the "Company") – Notice of Acceleration of Payment

1. We refer to the Debenture Trust Deed dated 12 April 1976 and amended by the amending and supplemental trust deed dated 30 June 1995 (as subsequently amended from time to time) signed or acceded to by the Charging Group (as set out in the Schedule) in favour of Trustees Executors Limited (the "**Trustee**") (the "**Trust Deed**"). Unless stated otherwise, capitalised terms used in this notice have the same meaning as set out in the Trust Deed.
2. The Directors of the Company have approached the Trustee and requested that a receiver be appointed to the Company and each Charging Group member in respect of all of whole of the Company's and each Charging Group member's undertakings and Assets.
3. The request for a receiver to be appointed by the Trustee constitutes an Event of Default under clause 19.1(m) of the Trust Deed. Accordingly, pursuant to 20.1(a) of the Trust Deed, the Trustee declares that the whole of the Stock Moneys and the Deposit Moneys are immediately due and payable and accordingly are forthwith immediately due and payable.
4. It is the Trustee's opinion that:
 - (a) delay would prejudice the interests of Stockholders generally; and
 - (b) the Event of Default is not remediable within 14 days.

Therefore, as specified in paragraph 3, this letter has immediate effect.

5. The Trustee hereby gives the Company notice pursuant to clause 5.1 and 5.2 of the Trust Deed to pay to the Trustee all amounts outstanding in respect of all Securities (other than Securities held by the Crown) including all Principal Moneys and all interest thereon, including accrued but unpaid interest at the date of this letter, in respect of all Securities (other than Securities held by the Crown).
6. This notice, pursuant to clause 5.1 and 5.2 of the Trust Deed, has immediate effect from the date of this letter.
7. Payment of the amounts specified in paragraph 5 of this letter are to be made to the Trustee at the following address:

The National Bank: Wellington branch
Trustees Executors Limited
060501 067985900 50

8. This letter does not limit or effect the other power of enforcement provided for in the Trust Deed.

Yours faithfully
Trustees Executors Limited
[Withheld under s9(2)(a)]

Yours faithfully
Trustees Executors Limited

SCHEDULE

South Canterbury Finance Limited

Belfast Park Limited

Braebrook Properties Limited

Face Finance Limited

Fairfield Finance Limited

Flexi Lease Limited

Galway Park Limited

Helicopter Nominees Limited

Hornchurch Limited

Rental Cars Limited

SCFG Systems Limited

Sophia Investments Limited

Southbury Insurance Limited

Tyrone Estates Limited