

# Equinox Select Opportunities

The best of both worlds

**MACQUARIE EQUINOX SELECT OPPORTUNITIES TRUST**

AN ISSUE OF INTERESTS IN A REGISTERED MANAGED INVESTMENT SCHEME  
BY MACQUARIE PORTFOLIO MANAGEMENT LIMITED ABN 55 092 552 611

**PRODUCT BROCHURE**



MACQUARIE



# Access to select opportunities in a diverse global market

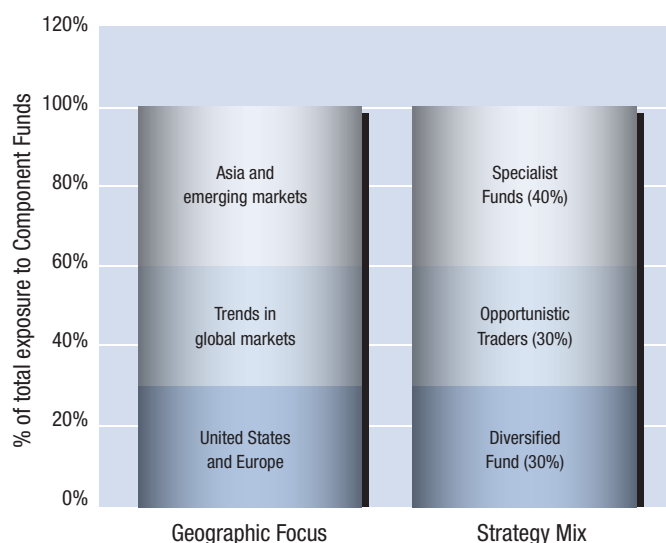
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The Macquarie Equinox Select Opportunities Trust (“Equinox Select Opportunities”) gives you exposure to a hand picked portfolio of absolute return managers encompassing Asia, emerging markets and the western world. And there's the option of 100% finance from Macquarie Bank<sup>1</sup>, with the ability to prepay interest.

**Access to select opportunities in a diverse global market, with 100% finance<sup>1</sup> - the best of both worlds.**

## A SELECT PORTFOLIO

At inception, Equinox Select Opportunities will have the following geographic focus and strategy mix:



**Specialist Funds** provide exposure to specific investment and trading strategies that focus on Asia and other emerging markets.

The Specialist Funds invest in a variety of countries including (but not limited to):

China	India	Korea
Thailand	Indonesia	Philippines
Vietnam	Malaysia	Japan
Brazil	Argentina	Russia

**Opportunistic Traders** provide a more concentrated exposure to discretionary and systematic trading strategies that focus on trends and opportunities in global financial markets.

Being more “directional” in nature, they attempt to profit from outright moves in single instruments, and in some cases moves in spreads and ratios of instruments.

The Opportunistic Traders trade in a variety of global markets including (but not limited to):

Commodities markets	Interest rate markets	Foreign exchange markets
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The **Diversified Fund** provides exposure to a broad range of investment and trading strategies, such as

- Long/short equity strategies
- Discretionary and systematic trading strategies
- Event-driven strategies and
- Relative value strategies

These strategies typically focus on developed markets such as the United States and Europe.

<sup>1</sup>To approved investors.



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## LEVERAGE FOR EXTRA GROWTH POTENTIAL

Macquarie Bank may allow approved investors to increase their exposure to Equinox Select Opportunities by borrowing up to 100% of the investment amount. Interest payment plans for the Macquarie Structured Product Investment Loan ("Investment Loan") are:

Interest Rate Plan Number <sup>2</sup>	Interest Payment Plan	Indicative Rate <sup>3</sup>
1	Annual in advance – fixed rate	7.75% p.a.
2	Quarterly in advance – variable rate	7.50% p.a. <sup>4</sup>
3	Quarterly in advance – fixed rate	7.95% p.a.

<sup>2</sup> Please nominate this number in Section 5 of the Loan Application Form.

<sup>3</sup> Interest rates will be finalised on 16 June 2006 and notified on the Equinox website. Different rates may be available to certain investors.

<sup>4</sup> This rate may vary on a quarterly basis.

For investors who choose Interest Rate Plan Number 1, Macquarie Bank is also offering an Interest Assistance Loan, at an indicative rate of 7.75% p.a. which will fund 50% of your first year's interest payment. This loan is repayable in 3 equal annual instalments of principal and interest on 30 June 2007, 2008 and 2009.

## EXPOSURE TO A PORTFOLIO OF HEDGE FUNDS

Component Fund/Trading program	Initial Exposure	Fund/Strategy Inception Date	Compound Annual Return (currency) <sup>5</sup>
Convivo Absolute Sovereign High Yield Fund	10%	July 1999 <sup>6</sup>	18.08%p.a. (USD) <sup>6</sup>
Ashmore Asian Recovery Fund	10%	June 1998	16.34%p.a. (USD)
Japan Macro Fund	10%	March 2000	19.62%p.a. (Yen)
SPARX Korea Long-Short Fund Limited	10%	December 2003	32.25%p.a. (USD)
Campbell & Company, Inc. - FME Large Program	10%	April 1983	14.72%p.a. (USD)
Denali Offshore Partners, Ltd. - Global Macro Trading	10%	June 2000	26.43%p.a. (USD)
Aspect Diversified Programme	10%	December 1998	11.46%p.a. (USD)
Irongate Global Strategy Fund	30%	July 2004	15.24%p.a. (USD)

<sup>5</sup> Past performance of the Component Funds/Trading programs is not a reliable indicator of their future performance, nor of the Macquarie Equinox Select Opportunities Trust which has no performance history. Unless otherwise indicated, returns are calculated from fund/strategy inception until 28 February 2006. Some of the funds/programs have limited operating history which may not be representative of their performance in all market conditions. Some recent returns are unaudited and subject to finalisation. Returns are net of fees and do not take into account conversion into Australian dollars, tax, or the terms of the Equinox Select Opportunities offer. See Section 2 of the PDS for more information, including information on how these compound annual returns have been calculated. The Equinox Reference Portfolio will contain currency hedging transactions to reduce the risk of currency fluctuations affecting the value of the Equinox Reference Portfolio. See Sections 2 and 4 of the PDS for more information.

<sup>6</sup> Whilst the Convivo Absolute Sovereign High Yield Fund has been trading since 1 July 1999, past performance information has only been shown for the period from 1 October 2004 as the performance fee structure of the fund changed with effect from that date.

## REASONS TO INVEST

Equinox Select Opportunities offers:

### ■ Capital Protection and profit lock-ins\*

Capital protection will start at 100% of your initial investment amount and may increase in certain circumstances via profit lock-ins.

### ■ Income Potential

Potential for annual distributions which importantly will not reduce the level of capital protection.

### ■ Up to 130% Exposure

The initial exposure to the portfolio of hedge funds will be 100%, however leverage may be used to increase this to a maximum of 130%.

## A SOLUTION FOR SELF MANAGED SUPER FUNDS

For self-managed superannuation funds, Equinox Select Opportunities is an opportunity to invest in an absolute return style investment with reduced capital risk.

\* Capital protection is provided to Equinox Select Opportunities through the Exposure Agreement and not to each individual investor. Capital protection and any profit lock-ins will only apply on the capital protection date in certain circumstances and are subject to the terms and conditions of the Exposure Agreement. You should be aware that the capital protected amount per unit at the capital protection date is unlikely to have the same real value as it does today (or at the time any profit lock-in is declared) due to the likely effect of inflation and the time value of money. For full details, you should refer to the PDS.

## AT A GLANCE: EQUINOX SELECT OPPORTUNITIES <sup>7</sup>

Structured Product	Units in the Macquarie Equinox Select Opportunities Trust
Expected Offer Open Date	26 April 2006
Expected Offer Close Date	23 June 2006 <sup>8</sup>
Capital Protection Date	30 May 2014 <sup>9</sup>
Term to Capital Protection Date	7 years, 11 months
Minimum Investment	\$10,000
Minimum Loan	\$50,000
Cash Distributions	Potential for annual cash distributions
Profit Lock-ins	Potential for annual increases in the level of capital protection
Liquidity	Regular monthly withdrawal facility, with 40 days notice
Reporting on your investment	View monthly unit values on the Equinox website: <a href="http://macquarie.com.au/equinox">macquarie.com.au/equinox</a> Quarterly investment report and annual tax statement
Disclosure Document	Macquarie Equinox Select Opportunities Trust Product Disclosure Statement ("PDS")
How To Invest	Read the PDS and complete the application form in the PDS or apply online at <a href="http://www.macquarie.com.au/equinox">www.macquarie.com.au/equinox</a>
How to Borrow to Invest	In addition, complete the application form in the Macquarie Structured Product Investment Loan document and quote the interest rate plan from this brochure
Adviser Remuneration <sup>10</sup>	Upfront – 3.3% (inc GST) on the initial investment amount Ongoing – 0.55% p.a. (inc GST) payable from the first anniversary Loan <sup>11</sup> – 1.1% (inc GST) of the initial loan amount paid to advisers on the first anniversary of the loan. This fee is paid by Macquarie with no impact on the value of your investment in the Trust.
Fees and Costs	See section 6 of the PDS for more information on fees and costs
Risks	Risks apply to an investment in Equinox Select Opportunities. For more information regarding risks and other matters, see the PDS.

**OFFER CLOSES 23 JUNE 2006 <sup>8</sup>. CONTACT YOUR ADVISER OR ASK MACQUARIE**

 1800 025 513

 [macquarie.com.au/equinox](http://macquarie.com.au/equinox)

 [equinox@macquarie.com.au](mailto:equinox@macquarie.com.au)

<sup>7</sup> The meaning of defined terms used throughout this document can be found in the glossary table (Appendix 3) in the PDS.

<sup>8</sup> The offer period could be extended or closed early.

<sup>9</sup> Or such other date if applicable if the offer closed day is extended.

<sup>10</sup> For the terms upon which these amounts are paid, advisers should contact the Macquarie Equinox Service Centre 1800 025 513 and refer to Section 6 of the PDS.

<sup>11</sup> Standard rates only. Macquarie may negotiate additional commissions relating to your loan. Please ask your adviser for further details.

This general advice has been prepared by Macquarie Portfolio Management Limited ACN 092 552 611 ("RE") the issuer and responsible entity of Macquarie Equinox Select Opportunities Trust ARSN 119 029 355 ("Trust").

Units in the Trust are offered under a PDS dated 26 April 2006 available from the RE on 1800 025 513. All potential investors should obtain a PDS and consider it before making any decision about whether to acquire, or continue to hold, that particular financial product. We recommend you obtain financial, legal and taxation advice before making any financial investment decision. Before acting on this general advice, you should consider the appropriateness of the advice having regard to your particular situation. This advice does not take account of your objectives, financial situation or needs. Macquarie Bank Limited ABN 46 008 583 542 ("Macquarie Bank") or its associates, officers or employees may have interests in the financial products referred to in this information by acting in various roles; may buy or sell the financial products as principal or agent, and may receive fees, brokerage or commissions for acting in these capacities. For further information on conflicts refer to the PDS.

RE is not an authorised deposit taking institution for the purposes of the Banking Act (Cth) and its obligations do not represent deposits or other liabilities of Macquarie Bank or any other Macquarie Group company. Macquarie Bank does not guarantee or otherwise provide assurance in respect of the obligations of RE.

Information current as at 26 May 2006.

BKL0134 04/06

# Macquarie Structured Product Investment Loan

**MACQUARIE BANK LIMITED**



MACQUARIE  
BANK

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Investments in the Structured Products are not deposits with or other liabilities of Macquarie Bank Limited ABN 46 008 583 542 ("Macquarie") or of any Macquarie Group company and are subject to investment risk, including possible delays in repayment and loss of income and principal invested. None of Macquarie or any other member of the Macquarie Group guarantees the performance of the Funds or the repayment of capital from the Funds or any particular rate of return.

This information is provided by Macquarie. Any advice provided is general advice only and does not take account of your objectives, financial situation or needs. Before acting on this general advice, you should consider the appropriateness of the advice having regard to your situation. We recommend you obtain independent professional, legal, taxation and financial advice before making any investment decision.

Neither Macquarie nor any other Macquarie Group company gives, nor does it purport to give, any taxation advice. The taxation discussion in this document is based on laws current at the time of writing. Those laws and the level of taxation may change. The application of taxation laws to each investor depends on that investor's individual circumstances and you should seek independent professional advice on taxation implications before making any investment decision.

To the extent permitted by law Macquarie accepts no responsibility for errors or misstatements, negligent or otherwise. The information may be based on assumptions or market conditions and may change. All Macquarie Structured Product Investment Loans are subject to approval by Macquarie. Gearing may involve additional costs or risks for investors. No part of the information is to be construed as a solicitation to make a financial investment.

Macquarie or its associates, officers or employees may have interests in the financial products referred to in this information by acting in various roles and may buy or sell the financial products as principal or agent. They may effect transactions that are not consistent with this information. Macquarie or its associates may receive fees, brokerage or commissions for acting in these other capacities.

Information current as at 1 April 2006.

# Macquarie Structured Product Investment Loan

The Macquarie Structured Product Investment Loan allows approved investors:

- to borrow up to 100%\* of the principal required to make an investment in approved Structured Products; and, where applicable,
- to borrow a portion of the interest prepayment for the first full Financial Year.

Using the Macquarie Structured Product Investment Loan allows you to increase your exposure to your chosen investment.

## SUMMARY OF BENEFITS

- Increase the size of your investment portfolio, and magnify the potential returns on your investment
- Borrow up to 100%\* of the initial principal outlay required
- Pay interest only on your loan, no initial principal outlay required
- Choose from variable or fixed rates, payable quarterly or annually in advance
- Borrow up to 100% of the prepayment of interest for the first full Financial Year by applying for the Interest Assistance Loan if you select an annual fixed rate loan (and if this feature is offered)
- Competitive interest rates
- No margin calls
- Potential tax deductions for the interest expense

## FEATURES

- Borrow up to 100%\* on approved Structured Products
- Borrowers are subject to a full credit check

## GEARING

Using gearing means you have more money to invest. This allows you to either increase your exposure to one investment or spread your investments and diversify your risk.

Using borrowed funds allows you to increase the size of your investment in a Structured Product. Using borrowed funds in this way has the potential to increase both profits and losses.

Of course you will need to be able to meet your regular interest payments in order to maintain your exposure to your chosen investment.

Your obligation to repay the Macquarie Structured Product Investment Loan on maturity, and interest payments throughout the term of the Macquarie Structured Product Investment Loan, is not affected by the performance (either positive or negative) of the Structured Product in which you invest. It is important to be aware that there is no assurance as to the level of cash distributions (if any) payable to investors in the Structured Products nor as to whether any cash distributions will be sufficient to pay interest payments on your Macquarie Structured Product Investment Loan. As a result you may need to use your own financial resources to make these payments.

**Potential Borrowers should note that if they choose to repay the loan before the Maturity Date (including in circumstances where you exercise a cooling off right provided in connection with your investment in the Structured Products) they may be required to pay substantial break costs.**

## APPROVED STRUCTURED PRODUCTS

The Macquarie Structured Product Investment Loan may be offered over a range of Structured Products issued by Macquarie entities as well as third party Issuers. Each Structured Product is described fully in the relevant Disclosure Document. Please ensure that you have read that Disclosure Document, including the description of risks, before making an application for a Macquarie Structured Product Investment Loan.

Underlying investment exposure may include Australian shares, international shares and indices, commodities, and hedge funds. Once you have chosen from the approved list of Structured Products you can apply for a Macquarie Structured Product Investment Loan to fund your investment.

## FLEXIBLE LOAN TYPES

Using the Macquarie Structured Product Investment Loan you can choose from a variety of Interest Payment Plans as specified in the Product Brochure for the particular Structured Product you are investing in.

The term of your Macquarie Structured Product Investment Loan will be consistent with the term of the capital protection provided for that Structured Product.

## MINIMUM INVESTMENT LOAN AMOUNT

The minimum initial Investment Loan amount is set out in the Product Brochure for the particular Structured Product you are investing in.

## ADVISER REMUNERATION

Macquarie or any other member of the Macquarie Group may remunerate your financial adviser as a result of you entering into the Macquarie Structured Product Investment Loan. This remuneration may include a commission paid over the term of your Macquarie Structured Product Investment Loan and an upfront payment. Please refer to the Product Brochure or ask your financial adviser if you would like further information.

## HOW TO APPLY

**Step 1:** Determine the Structured Product you would like to invest in and carefully consider the Disclosure Document for that Structured Product.

**Step 2:** Refer to the Product Brochure for that Structured Product to review Interest Payment Plans and indicative interest rates.

**Step 3:** Complete the Loan Application Form attached to this document, including the name of the Structured Product and the Interest Payment Plan you would like.

**Step 4:** Submit the Loan Application Form along with the Application Form for the Structured Product you are investing in.

Macquarie will review your Loan Applications and, following a full credit check, will notify you of the outcome.

\*The level of finance offered is determined by Macquarie from time to time and may vary according to the relevant Structured Product.

# Tax Summary

## 1. QUALIFICATIONS

**1.1** Taxation issues are complex. This summary is based on the Australian taxation laws in force and administrative practices generally accepted as at the date of this document. Any of these may change in the future without notice and legislation introduced to give effect to announcements may contain provisions that are currently not contemplated. Future changes in taxation laws, their interpretation or associated administrative practices could affect your taxation treatment.

**1.2** We do not provide financial or tax advice and this summary cannot address all of the taxation issues which may be relevant to you. You must take full and sole responsibility for your own borrowings and investments, the associated taxation implications arising from those borrowings and investments and any changes in those taxation implications during the course of those borrowings and investments.

**1.3** This summary outlines the main Australian income tax implications for an Australian resident taxpayer who obtains an Investment Loan, alone or together with an Interest Assistance Loan, from Macquarie for the purpose of acquiring Structured Products for the purpose of gaining or producing assessable income. This summary will apply to you only if you meet this criteria. This summary does not address the taxation consequences for non-Australian investors or investors who apply the loan funds for non-assessable income producing purposes. If you are an investor in this situation this summary will not apply to you. The information in this summary is of a general nature only and does not purport to constitute legal or tax advice.

**1.4** As the taxation implications for each potential borrower may be different, Macquarie recommends that you obtain your own independent professional taxation advice on the full range of taxation implications applicable to your own individual facts and circumstances.

## 2. TAX SUMMARY

**2.1** You should be entitled to a deduction for the interest payable on the Investment Loan and the Interest Assistance Loan (as applicable).

**2.2** We note the Government announced on 16 April 2003 its intention to amend the tax law to disallow a deduction for a portion of the interest incurred by a borrower under a capital protected loan. Under the terms of the announcement, the amendments should apply only to products where capital protection is provided to an investor under the terms of the relevant loan and should not apply where the capital protection is afforded through the product acquired with the loan funds. If the proposed amendments are enacted in the terms announced they should not apply to deny you a deduction for interest incurred under an Investment Loan or an Interest Assistance Loan. However, you should be aware of the announcements and the possibility that the enacted legislation may have a scope broader than that outlined in the announcement.

**2.3** Interest that is paid in arrears will be deductible in the income year in which it becomes due and payable.

**2.4** Interest that is prepaid in advance will be deductible in the income year of payment if the interest expense is less than \$1,000, or all of the following requirements are satisfied:

- (a) the Loan funds are applied to acquire:
  - (i) real property or an interest in real property;
  - (ii) listed shares; or
  - (iii) units in a trust that has 300 or more beneficiaries and it is not the case that 20 or fewer individuals are entitled to 75% or more of the trust's income or capital,from which you can reasonably be expected to obtain rent, dividends or trust income and no other kind of assessable income (other than capital gains or insurance receipts);
- (b) the interest expense relates to a period of 12 months or less which ends in the year of payment or before the end of the following income year; and
- (c) you are either a STS taxpayer or an individual who incurs the interest otherwise than in the course of carrying on a business.

**2.5** In all other circumstances, interest deductibility will be apportioned on a straight line basis over the period to which the interest relates.

**2.6** Interest incurred on any further drawdown following an increase in the Investment Loan Limit under clause 1.7 of the Loan and Security Agreement will be deductible as outlined in paragraphs 2.1 to 2.5 above provided that the additional loan funds are applied for an assessable income producing purpose.

**2.7** Expenses of more than \$100 that are incurred in obtaining a Loan will be deductible on a straight line basis over the lesser of the Loan term and 5 years. Borrowing costs totalling \$100 or less will be deductible in the year they are incurred.

**2.8** Break fees should be deductible in the income year in which such fees are due and payable.

**2.9** The exposure draft Taxation Laws Amendment (Taxation of Financial Arrangements) Bill 2006, released on 16 December 2005, contains proposed amendments intended to affect the taxation treatment of financial arrangements. If enacted in their current form, the proposed provisions may apply to alter the taxation outcomes outlined above. In particular, the proposed provisions may apply to deny an immediate deduction for interest paid in advance and require such deductions be spread on a compounding accruals basis. However, this result appears beyond the intended scope of the provisions. The provisions in their final form may not have this effect. The proposed provisions are intended to apply only to arrangements entered into after the start date for the legislation, including Loans drawn down (or further drawn down following an increase in the Investment Loan Limit) after that date. The start date for the legislation has not yet been fixed and continues to be the subject of consultation. You should seek independent advice on the implications of the proposed amendments in your own personal circumstances.

## 3. STAMP DUTY SUMMARY

**3.1** This stamp duty summary assumes that the only Structured Products acquired with a Loan are units in managed investment schemes and warrants. It also assumes that the unit registers for the managed investment schemes are at all times located in Victoria.

**3.2** The mortgage contained in the Loan and Security Agreement will not give rise to a mortgage stamp duty liability in any Australian jurisdiction.

# Loan & Security Agreement

## **BETWEEN YOU, THE GUARANTOR (IF APPLICABLE) AND US**

### **1. LOAN AGREEMENT**

#### **1.1 Applications for Loans**

You may apply for a Loan at any time by completing a Loan Application Form. By completing and submitting the Loan Application Form, you offer to borrow the amount stated on the form, on the terms set out in this agreement and the Loan Application Form. If we accept your offer, we provide the loan amount to the Issuer of the nominated Structured Products to be issued and send you an Initial Confirmation.

#### **1.2 Types of Loans**

Loans may be either:

- (a) Investment Loans; or
- (b) Interest Assistance Loans.

Investment Loans may be used only to acquire Structured Products.

An Interest Assistance Loan may be used only to pay the interest on the Investment Loan to which it relates.

#### **1.3 Single drawdown**

If we accept your offer to borrow, we will provide the Loan in a single drawing on or about the date specified in the Loan Application Notification.

#### **1.4 Application of Investment Loan proceeds**

If we provide an Investment Loan, you irrevocably authorise and direct us to apply the proceeds of the drawdown to acquire for you the Structured Products specified in the Loan Application Form.

#### **1.5 Application of Interest Assistance Loan proceeds**

If we provide an Interest Assistance Loan, you irrevocably authorise and direct us to apply the proceeds of the drawdown to pay interest on the Investment Loan to which it relates on the Interest Assistance Loan Drawdown Date.

#### **1.6 Increase in Loan Limit**

We may notify you from time to time of an increase in the Investment Loan Limit.

If we increase the Investment Loan Limit, you may apply to make an additional drawdown for the amount of the increase in the Investment Loan Limit.

Despite clause 1.4, any amount drawn down by you under this clause 1.6 need not be used in acquiring additional Structured Products.

### **2. CONDITIONS PRECEDENT**

#### **2.1 Conditions precedent**

We need not provide any Loan unless:

- (a) we are satisfied that, after providing it, the Loan Limit would not be exceeded;
- (b) if you apply for it in your capacity as a trustee (including a corporate trustee) of a trust, and the Investment Loan requested is greater than \$500,000, we have received from you the "Trustee's Statutory Declaration" set out in the Loan Application Form, confirming you have received independent legal advice;

- (c) if you are a Corporation, including a corporate trustee, we have received:
  - (i) the "Director's Certificate" set out in the Loan Application Form;
  - (ii) the "Guarantor Declaration and Signature", set out in the Loan Application Form, from each of your directors; and
  - (iii) if the Investment Loan you seek is greater than \$500,000, the "Guarantor's Statutory Declaration", set out in the Loan Application Form, from each Guarantor, confirming the Guarantor has received independent legal advice;
- (d) if you are an individual and we require one or more Guarantor(s) to guarantee your obligations under this agreement (we notify you if this is the case), we have received:
  - (i) the "Guarantor Declaration and Signature", set out in the Loan Application Form, from each Guarantor; and
  - (ii) if the Investment Loan you seek is greater than \$500,000, the "Guarantor's Statutory Declaration", set out in the Loan Application Form, from each Guarantor, confirming the Guarantor has received independent legal advice;
- (e) if the Investment Loan you seek is greater than \$500,000, we have received the "Accountants' Certificate", set out in the Loan Application Form, from your and each Guarantor's accountant;
- (f) we are satisfied that the representations and warranties in clause 10 are correct and not misleading at the date the Loan is to be provided (the fact that we reach this conclusion is not to be taken as conclusive if in fact the representations or warranties are misleading or deceptive);
- (g) we are satisfied that no Event of Default has occurred and is continuing or would result from the Loan being provided; and
- (h) we have received such other documents or information as we may require.

#### **2.2 Benefit of conditions precedent**

Each condition precedent is for our sole benefit and may be waived by us.

### **3. INTEREST**

#### **3.1 Interest**

You agree to pay interest on any Loan at the Interest Rate applicable to it in accordance with this agreement and the Initial Confirmation.

#### **3.2 Interest Payment Plan selection**

Your Interest Payment Plan for an Investment Loan election specified in the Loan Application Form is irrevocable for the term of the Investment Loan.

#### **3.3 Interest Payments**

You must pay interest on an Investment Loan in advance on each Interest Payment Date with the first Interest Payment Date for an Investment Loan being its Drawdown Date. Interest is calculated daily at the prevailing Interest Rate from and including one Interest Payment Date to but excluding the next Interest Payment Date. If an Interest Payment Date is not a business day, you must pay interest in accordance with clause 8.

If you draw an Interest Assistance Loan, you must apply the amount drawn by paying the interest on the Investment Loan to which it relates on the Interest Assistance Loan Drawdown Date. You must pay interest on an Interest Assistance Loan in arrears on each anniversary of the Interest Assistance Loan Drawdown Date. Interest is calculated daily at the prevailing Interest Rate from and including one Interest Payment Date to but excluding the next Interest Payment Date.

### 3.4 Default Interest Payments

If you do not pay any amount under this agreement on the due date for payment (including where funds in your nominated bank account are insufficient to pay the amount of interest when due), you must pay interest on that amount at the Default Rate.

Interest charged at the Default Rate accrues daily from (and including) the due date to (but excluding) the date of actual payment, and is calculated on actual days elapsed.

If a liability becomes merged in a judgment, you agree to pay interest on the amount of that liability as an independent obligation. This interest:

- (a) accrues daily from (and including) the date the liability becomes due for payment both before and after the judgment up to (but excluding) the date the liability is paid; and
- (b) is calculated at the judgment rate or the Default Rate (whichever is higher).

You agree to pay interest under this clause on demand from us.

### 3.5 Interest Payment Dates and Repayment Dates

An Interest Payment Date of an Investment Loan which would otherwise fall after its Repayment Date is its Repayment Date.

### 3.6 Calculations on a daily basis

All interest, amounts in the nature of interest and fees under this agreement are calculated on a daily basis and a year of 365 days.

### 3.7 Payment of interest

All interest payments must be made via direct debit from your nominated account.

## 4. REPAYMENT AND PREPAYMENT

### 4.1 Repayment of Investment Loans

You must repay us the Outstanding Money under an Investment Loan in one amount on the first to occur of:

- (a) if all of the Secured Products applicable to the Investment Loan are redeemed on their Maturity Date pursuant to clause 5, the later of:
  - (i) the date on which the proceeds from such redemption become available to you; and
  - (ii) the Maturity Date; or
- (b) if you advise us under clause 5 that you wish to retain all of the Secured Products after the Maturity Date, 10 Business Days prior to the Maturity Date.

### 4.2 Repayment of Interest Assistance Loans

Subject to clause 4.4(b) and 4.6, you must repay an Interest Assistance Loan in 3 equal instalments as set out in the Confirmation(s). Each instalment must be paid on each anniversary of the Interest Assistance Loan Drawdown Date and all Outstanding Money under an Interest Assistance Loan must be paid on the third anniversary of the Interest Assistance Loan Drawdown Date.

### 4.3 Partial redemption on Maturity Date

If you wish to redeem a proportion of the Secured Products applicable to an Investment Loan on its Maturity Date and retain the balance of the Secured Products, then:

- (a) the repayment date set out in clause 4.1(a) applies to that proportion of the Outstanding Money under the applicable Investment Loan that relates to the Secured Products redeemed on the Maturity Date; and
- (b) the repayment date set out in clause 4.1(b) applies to the balance of the Outstanding Money under the Investment Loan.

### 4.4 Prepayment after Disposal of Secured Products

Subject to clause 4.5, if you Dispose of a proportion of the Secured Products before the Maturity Date, you must repay:

- (a) the same proportion of the Outstanding Money under the Investment Loan; and
- (b) if you have an Interest Assistance Loan in respect of the Secured Products, all of the Outstanding Money under the Interest Assistance Loan,

in one amount on the date of Disposal, or for redemptions, on the date the proceeds of redemption have been received by us.

Subject to clause 4.5, a prepayment under paragraph (a) will be applied to reduce the same proportion of each of the Principal and any accrued but unpaid interest under the Investment Loan.

### 4.5 Application of funds after redemption

If you redeem any of the Secured Products, you authorise us to apply the proceeds from the redemption as follows:

- (a) first, to pay all indemnity obligations under clause 16, including Break Costs;
- (b) second, to pay all outstanding fees and expenses payable under clause 7;
- (c) third, to pay the same proportion of any Outstanding Money, in respect of the Investment Loan used to purchase the redeemed Secured Products that is repayable pursuant to any of clauses 4.1, 4.3 or 4.4; and
- (d) fourth, to pay the remaining amount of proceeds to you.

If the proceeds of the redemption are insufficient to pay all amounts specified in (a), (b) and (c), you must pay us the additional amount necessary to pay them.

### 4.6 Prepayment without Disposal of Structured Products

You may prepay all or any part of the Outstanding Money under an Investment Loan, without disposing of any Structured Products, on the last day of any calendar month (commencing from the Drawdown Date), subject to the restrictions that:

- (a) the minimum prepayment amount is \$10,000 and only \$1,000 increments above that amount will be accepted;
- (b) following any prepayment, the Principal under the Investment Loan must be no less than the minimum loan amount stipulated in the Product Brochure;
- (c) where an Interest Assistance Loan has been utilised, you must at the time of that prepayment prepay all of the Outstanding Money under the Interest Assistance Loan,

unless we in our absolute discretion agree otherwise.

You may prepay all (but not part) of the Outstanding Money under an Interest Assistance Loan on the last day of any month.

You may make more than one payment under this clause per calendar year. We will charge you a fee of \$50 for each prepayment after the first prepayment in that calendar year.

### 4.7 Process for Prepayment

If you intend to prepay all or any part of the Outstanding Money under this clause:

- (a) you must notify us of the proposed payment by 11am on the fourth Business Day before the prepayment;
- (b) we will notify you of all amounts, including fees and other expenses then accrued and due under clause 7 and an estimate of any indemnity obligations under clause 16 (including estimated Break Costs) by the second Business Day before the proposed prepayment. The final quantum of these amounts (i.e. not amounts based on estimates) will be payable by you in addition to the prepayment;

and you acknowledge that:

- (c) once given, a notice of prepayment is irrevocable and you are obliged to prepay in accordance with the notice; and
- (d) you may be liable for Break Costs and are not entitled to any rebate of interest that you have prepaid.

# Loan & Security Agreement (continued)

## 4.8 Your acknowledgements

You acknowledge that your obligations under this agreement, including your obligations to repay the Outstanding Money and pay costs, fees and charges are not affected by:

- (a) the success or failure of the Structured Product;
- (b) the level of return from or loss of money invested in the Structured Product; or
- (c) any illegality in connection with the Structured Product or the Disclosure Document.

## 4.9 Amounts may not be reborrowed

Amounts repaid or prepaid may not be reborrowed under this agreement.

## 5. MATURITY DATE REDEMPTION REQUEST

We complete and deliver a redemption request to the Issuer of the Structured Products within the minimum number of days required under the constituent documents of the Structured Product before the applicable Maturity Date unless you advise us at least 45 days before the Maturity Date that you wish:

- (a) to redeem only a portion of the Structured Products; or
- (b) to retain all of the Structured Products beyond the applicable Maturity Date,

(and you will then be required to make the payment under clause 4.1 and/or 4.3), in which event we agree to request a partial redemption or cause the Structured Products not to be redeemed.

## 6. CHANGE OF LAW OR CIRCUMSTANCES

If there occurs any change in law or interpretation which makes it unlawful for us to give effect to any provision of this agreement, we may notify you and thereupon our obligation to make, fund or maintain the Loans or give effect to the relevant provision ceases. You agree to immediately (or before the unlawfulness occurs, if applicable) repay all Outstanding Money in full together with any other money then accrued or due (whether or not yet payable) under this agreement.

## 7. FEES AND EXPENSES

### 7.1 General fees and expenses

On demand (whether or not the Loans are drawn) you agree to pay or reimburse us for all costs, charges and expenses (including stamp duty, any tax on goods and services, value added tax, registration fees and legal fees, if any) incurred or payable by us in connection with or arising out of this agreement and related documentation, the arrangement and administration of the Loans and any action required to be taken by us under this agreement and the contemplated or actual enforcement of, or preservation of rights under, this agreement.

### 7.2 Specific fees and expenses

Where required by us, you agree to pay fees to us for the amount as determined by us from time to time. As at the date of this agreement, these include the following:

- (a) a withdrawal fee, payable when funds under the Loans are drawn by cheque (including bank cheque) (currently \$10 each), telegraphic transfer (currently \$35), direct bank deposit or bank draft;
- (b) a fee for extra copies of statements and reports (currently \$10 per page), payable upon request of such copies by you;
- (c) a low value transaction fee (currently \$15), payable on debit transactions of less than \$3000; and

- (d) a retrieval of information fee (currently \$50 plus \$10 per page), payable where you or your adviser or authorised representative request us to retrieve, collate, sort or provide archived or historical information about a Loan.

The fees set out in this clause are payable on demand and form part of the Secured Money. We may at any time and from time to time impose new fees and charges and vary any of these fees or the manner in which they are calculated.

## 8. PAYMENTS

All money payable by you and the Guarantor under this agreement must be paid in full without set off or counterclaim of any kind and free and clear of deduction or withholding of any kind.

If any amount would otherwise become due for payment on a day which is not a Business Day, that amount becomes due on the next Business Day, or if that Business Day is in another calendar month, on the previous Business Day.

A certificate signed by us about an amount payable or other matter in connection with this agreement is sufficient evidence of the amount or matter, unless it is proved to be incorrect.

Unless we agree otherwise, all payments under this agreement must be effected by way of a direct debit from an account at a bank or financial institution acceptable to us and you agree to effect the direct debit request contained in the Loan Application Form.

## 9. USE OF MACS

If you complete and submit a Loan Application Form online you acknowledge that you have read and agree to the MAC Application.

If we accept your offer under clause 1.1, we issue each User with a MAC if they do not already have one.

For your own security against loss, MACs should be protected. If you or a User believes that their MAC has been compromised, you or they must take immediate action to limit your liability.

## 10. REPRESENTATIONS AND WARRANTIES OF YOU AND GUARANTOR

### 10.1 Representations and warranties

Each of you and the Guarantor represents and warrants to us on the date they sign or submit a Loan Application Form, on the Drawdown Date and on the Interest Assistance Loan Drawdown Date that:

- (a) the financial accommodation provided by us under this agreement will be applied wholly or predominantly for business or investment purposes (or both);
- (b) on acquisition of Secured Products by you, you will be, subject to the Mortgage, the legal (unless we take legal title in accordance with clause 12.3(a)) and beneficial owner of (unless you submit a Loan Application Form in your capacity as trustee of a trust, in which case you will be, subject to the Mortgage, the legal owner (unless we take legal title in accordance with clause 12.3(a)) but not the beneficial owner of), and have good title to, the Structured Products free from any Security Interest other than the Mortgage;
- (c) on acquisition of Structured Products by you and deposit of the document of title to the Secured Property with us, this agreement creates a first ranking fixed mortgage over the Secured Property being an equitable mortgage (unless we take legal title in accordance with clause 12.3(a));
- (d) each of you and the Guarantor obtains various benefits by entering into, exercising its rights and performing its obligations under this agreement;

- (e) each of you and the Guarantor is able to pay its debts as and when they become due and payable;
- (f) each of your and the Guarantor's obligations under this agreement are valid and binding and are enforceable against you and the Guarantor in accordance with their terms;
- (g) no Event of Default continues unremedied;
- (h) unless stated in the Loan Application Form, neither you nor the Guarantor enters into this agreement or applies for or consents to a Loan as a trustee of a trust;
- (i) where you or a Guarantor is a Corporation:
  - (i) they have been incorporated in accordance with the laws of their place of incorporation, are validly existing under those laws and have power and authority to carry on their business as it is now being conducted;
  - (ii) they have power to enter into this agreement and comply with their obligations under it;
  - (iii) this agreement does not contravene their constituent documents (if any) or any law or obligation by which they are bound or to which any of their assets are subject or cause a limitation on their powers or the powers of their directors to be exceeded;
  - (iv) they have in full force and effect the authorisations necessary for them to enter into this agreement, comply with their obligations and exercise their rights under it and to allow it to be enforced;
  - (v) no person has contravened or will contravene section 208 or section 209 of the Corporations Act or any other law by entering into this agreement or participating in any transaction in connection with this agreement;
  - (vi) there is no pending or threatened proceeding affecting them or their Related Bodies Corporate or any of their assets before a court, governmental agency, commission or arbitrator except those in which a decision against them or the Related Body Corporate would be insignificant;
  - (vii) neither they nor any of their Related Bodies Corporate is in breach of a law or obligation affecting any of them or their assets in a way which is likely to be a Material Adverse Change; and
  - (viii) neither they nor any of their Related Bodies Corporate has immunity from the jurisdiction of a court or from legal process; and
- (j) where you submit the Loan Application Form in your capacity as trustee of a trust:
  - (i) you are the sole trustee of the trust, having been properly appointed;
  - (ii) the trust is properly established under its trust deed and is validly subsisting;
  - (iii) as trustee, you have the power to borrow money, provide the security as contemplated under this agreement, perform all of your obligations under this agreement and carry on the business or make the investments contemplated by entering into this agreement;
  - (iv) you are not in breach of trust;
  - (v) you have the right to be fully indemnified out of the trust assets for obligations incurred under this agreement before the claims of beneficiaries and that this right of indemnity has not been limited in any way;
  - (vi) no property of the trust has been resettled or set aside in any way; and
  - (vii) this agreement is for the benefit of the trust.

The representations and warranties made under this sub-clause are made by you in your capacity as trustee of the trust and in your personal capacity.

Each of you and the Guarantor acknowledges that we have entered into this agreement in reliance on the representations and warranties in this clause.

## 10.2 Acknowledgments

If the Structured Product is not issued by us, you and the Guarantor acknowledge that we:

- (a) have not authorised or caused the issue of its Disclosure Document;
- (b) do not make or purport to make any statement in its Disclosure Document (or any statement on which a statement in its Disclosure Document is based);
- (c) take no responsibility for any part of its Disclosure Document other than the reference to its name and its role and references to the Loan included in its Disclosure Document (if any) with its consent; and
- (d) do not endorse or recommend investment under its Disclosure Document.

If we issue only a component of a Structured Product, each of you and the Guarantor acknowledges paragraphs (a) – (d) above apply in relation to those components of the Structured Product not issued by us (and corresponding parts of its Disclosure Document).

## 11. UNDERTAKINGS OF YOU AND GUARANTOR

### 11.1 Information

You and the Guarantor agree to provide to us when we ask:

- (a) copies of any Financial Statements for you and the Guarantor for each financial year; and
- (b) such additional financial or other information relating to you and the Guarantor as we may from time to time reasonably request.

### 11.2 General

Unless we otherwise agree in writing, you undertake:

- (a) not to create, agree or attempt to create or allow to exist, any Security Interest over or in respect of any Secured Property;
- (b) not to Dispose of or otherwise deal with, any of the Secured Property or any interest in it;
- (c) to notify us if any representation or warranty made by you or the Guarantor in connection with this agreement is found to have been incorrect or misleading when made;
- (d) to do everything necessary to ensure that no Event of Default occurs; and
- (e) if an Event of Default occurs, to notify us giving full details of the event and any step taken or proposed to be taken to remedy it.

## 12. MORTGAGE

### 12.1 Creation of Mortgage

You, as beneficial owner (unless you submit the Loan Application Form in your capacity as trustee of a trust, in which case you act as trustee and in accordance with your powers as trustee), mortgage the Secured Property to us by way of a first ranking fixed mortgage as security for the due and punctual payment and satisfaction of the Secured Money. You acknowledge that there are no Secured Products in existence at the time this mortgage is entered into.

# Loan & Security Agreement (continued)

## 12.2 Deposit of documents

Unless otherwise required by us, where documents of title exist in relation to the Secured Property, and the Secured Property is a marketable security as referred to under section 262 of the Corporations Act, the Mortgage is created in part by the deposit of those documents with us. Accordingly, you authorise us to instruct the Issuer of the Structured Products, upon acquisition of the Secured Products by you, to deposit with us (or our nominee) all documents of title of the Secured Property and any other documents we request relating to the Secured Property. You authorise us to notify the Issuer of the Structured Products of the details of the Mortgage.

## 12.3 Our rights

Without limiting any rights, powers or remedies conferred upon us by this agreement or by law, you irrevocably authorise us to do any one or more of the following at any time, whether before or after the occurrence of an Event of Default:

- (a) if the mortgage created under clause 12.1 is an equitable mortgage, instruct the Issuer of the Structured Products to register the Structured Products in our name as legal mortgagee;
- (b) to request the issuer of any Secured Property to deliver to us documents of title in respect of the Secured Property;
- (c) to complete and deliver, in accordance with clause 5, a redemption request in respect of any Secured Property;
- (d) to insert our name or our nominee's name (or, but only after an Event of Default has occurred, the name of any purchaser pursuant to a power of sale conferred by law or the power of sale referred to in clauses 14 and 15) in all or any transfer documents (Transfers) (and other relevant documents, if any) relating to any Secured Property;
- (e) in your name to sign any Transfer (and those other relevant documents);
- (f) to cause any Transfer to be registered; and
- (g) to deliver the certificates (if any) deposited with us in respect of any Secured Property (and/or any certificate issued consequent upon such registration of any Transfer) to any such nominee (or any such purchaser) named in a Transfer.

You and the Guarantor irrevocably authorise us and each of our executive directors, division directors and associate directors, severally, to do (either in your name, the Guarantor's name or our name) all acts and things that you or the Guarantor are obliged to do under this agreement or which, in our opinion, are necessary or desirable in connection with the Secured Property or the protection or perfection of our interests or the exercise of our rights, powers and remedies.

You and the Guarantor irrevocably authorise us, and each of our officers, agents, employees and solicitors to complete any details and fill in any blanks in this agreement.

## 12.4 Continuing security

This agreement is a continuing security and remains in full force and effect until the whole of the Secured Money has been paid or satisfied in full.

## 12.5 Partial or full release from Mortgage

If all or any part of the Principal under an Investment Loan is repaid or prepaid under clauses 4.1, 4.3, 4.4 or 4.6, we must:

- (a) if the Outstanding Money owing under the Investment Loan is partially repaid, release from the mortgage a proportion of the Secured Property whose value (when compared to the value of all that Secured Property) bears the same proportion as the proportion of the Principal under the Investment Loan that is repaid; and
- (b) if the Outstanding Money owing under the Investment Loan is fully repaid, release from the Mortgage all of the Secured Property acquired with the proceeds of the Investment Loan.

However, we need not give any such release if you are then in default under this agreement.

## 12.6 Priority Amounts

For the purpose only of fixing priorities in accordance with section 282 of the Corporations Act and without affecting any of your obligations to us, the prospective liabilities secured by this agreement include, without limitation, the prospective liabilities of the nature specified below in this clause.

The prospective liabilities of you are the obligation of you to:

- (a) repay all of the Principal advanced under this agreement;
- (b) pay interest on each Loan and all other amounts payable under this agreement; and
- (c) pay or reimburse us for all Costs, increased costs or loss incurred in connection with this agreement.

The maximum amount of the prospective liabilities provided for in this clause is twice the total of all Loan Limits.

## 12.7 Further assurances

You and the Guarantor must do all things required by us to:

- (a) give effect to the intent and purpose of this agreement; and
- (b) to ensure that we have the full benefit of the rights and powers contemplated under this agreement,

which may include you or the Guarantor providing additional security to us in relation to your obligations under this agreement under a separate security arrangement.

## 13. ANTI-MONEY LAUNDERING - COUNTER-TERRORIST FINANCING (AML-CTF)

### 13.1 Identification

You agree, promptly on our request:

- (a) to supply, or procure the supply of, any documentation and other evidence; and
- (b) perform any acts reasonably requested by us

to enable us to comply with any identification procedures under any AML-CTF laws if we certify to you that the information necessary for us to comply is not already available to us.

## 13.2 Action

You acknowledge that, despite anything to the contrary in any document, if:

- (a) we reasonably suspect that you are in breach of any AML-CTF law applicable in Australia or elsewhere; or
- (b) any applicable law requires us to do so,

then we may transfer the Secured Products or take any other action we consider appropriate in order to comply with any AML-CTF law applicable in Australia or elsewhere.

In our discretion, we may report any transaction or activity, or proposed transaction or activity, in relation to the Loans or the Secured Property to any reporting body authorised to accept reports under any AML-CTF law applicable in Australia or elsewhere (with or without notice to you).

## 14. EVENTS OF DEFAULT

### 14.1 Events of Default

Each of the following events is an Event of Default:

- (a) you fail to pay any money when due in accordance with this agreement,
- (b) you or the Guarantor fails to duly and punctually perform or comply with any of their obligations under this agreement or an agreement or arrangement in place pursuant to clause 12.7;
- (c) any representation or warranty made by you or the Guarantor in connection with this agreement or an agreement or arrangement in place pursuant to clause 12.7 is found to have been incorrect or misleading when made;
- (d) you or the Guarantor breaches the terms of any agreement or arrangement established pursuant to clause 12.7, or any event occurs which is deemed to be an event of default, howsoever defined, under any agreement or arrangement established pursuant to clause 12.7;
- (e) where you or the Guarantor is a Corporation:
  - (i) an application is made for an order, a meeting is convened to consider a resolution, a resolution is passed or an order is made that you or the Guarantor be wound up or otherwise dissolved or that an administrator, liquidator or provisional liquidator of you or the Guarantor be appointed; or
  - (ii) a receiver, receiver and manager, administrator, controller, trustee or similar officer is appointed in respect of all or any part of the business, assets or revenues of you or the Guarantor,
- (f) you or the Guarantor dies, becomes insolvent or is subject to any arrangement, assignment or composition, or is protected from any creditors or otherwise unable to pay their debts when they fall due;
- (g) any government, governmental agency, department, commission, or other instrumentality seizes, confiscates, or compulsorily acquires (whether permanently or temporarily and whether with payment of compensation or not) any of the Secured Property;
- (h) any litigation, administrative proceedings or other procedure for the resolution of disputes is commenced in which your title to any of the Secured Property will or might be impeached or your enjoyment of, or our rights under this agreement to, any of the Secured Property will or might be restrained or otherwise hindered;
- (i) there occurs an event which is, or in our opinion may lead to, a Material Adverse Change;
- (j) we receive any notice from a credit reporting agency or any other credit provider to you or the Guarantor which indicates that you or the Guarantor is in default under any other financial, payment or performance obligation with any other party or that any of the events specified in the foregoing paragraphs of this clause 14.1 have occurred; and

- (k) if you submit a Loan Application Form in your capacity as a trustee of a trust:
  - (i) you cease to be the trustee of the trust or any step is taken to appoint another trustee of the trust, in either case without our consent; or
  - (ii) an application or order is sought or made in any court for:
    - (A) your removal as trustee of the trust; or
    - (B) property of the trust to be brought into court or administered by the court or to be brought under its control; or
  - (iii) a notice is given or meeting summoned for your removal as trustee of the trust or for the appointment of another person as trustee jointly with you.

## 15. CONSEQUENCES OF AN EVENT OF DEFAULT

### 15.1 General consequences of an Event of Default

If an Event of Default occurs we may, without being obliged to do so and despite any waiver of any previous Event of Default, and in addition to any other rights or remedies conferred by this agreement or by law:

- (a) declare all Outstanding Money and all other sums which are accrued or due under this agreement (whether or not presently payable) to be due and payable, whereupon they are immediately due and payable without further demand, notice or other legal formality of any kind;
- (b) declare all Loans terminated, in which case our obligations under this agreement immediately cease;
- (c) do all acts and things and exercise all rights, powers and remedies that you could do or exercise in relation to the Secured Property including, without limitation, the power to:
  - (i) take possession and assume control of the Secured Property;
  - (ii) receive all money or other distributions (whether monetary or otherwise) made or to be made in respect of the Secured Property;
  - (iii) Dispose of or otherwise deal with the Secured Property or agree to do the same (whether or not we have taken possession) on such terms as we think fit in our absolute discretion;
  - (iv) employ solicitors, agents, accountants, auctioneers and consultants, on such terms as we think fit;
  - (v) carry out and enforce, or refrain from carrying out or enforcing, your rights and obligations which may arise in connection with the Secured Property or obtained or incurred in the exercise of our rights, powers and remedies;
  - (vi) institute, conduct, defend, settle, arrange, compromise and submit to arbitration any claims, questions or disputes whatsoever which may arise in connection with the Secured Property or in any way relating to this agreement, and to execute any related releases or other discharges; and
  - (vii) sign documents.

Any money which we pay or become liable to pay by reason of doing any of the above forms part of the Secured Money.

### 15.2 Appointment of receiver

Immediately upon or at any time after the occurrence of an Event of Default, we may appoint in writing any person to be a receiver or receiver and manager ("the Receiver") of any Secured Property and:

- (a) the Receiver may be appointed by us on such terms as we think fit;
- (b) we may remove a Receiver and may appoint another in their place;
- (c) we may determine from time to time the remuneration of the Receiver; and
- (d) if two or more persons are appointed as Receiver they may be appointed jointly and/or severally and may be appointed in respect of different parts of the Secured Property.

# Loan & Security Agreement (continued)

## 15.3 Status and capacity of Receiver

Unless and until we require, by notice in writing to you and the Receiver, that the Receiver act as our agent, the Receiver is your agent, and you alone are responsible for the acts and defaults of the Receiver, but in exercising any of our powers, the Receiver has both your and our authority.

Subject to any specific limitations placed upon them by the terms of their appointment, the Receiver, in addition to any right, power or remedy conferred upon them by law, may do any act, matter or thing and exercise any right, power or remedy that may be done or exercised by us in relation to the Secured Property.

## 16. INDEMNITIES, EARLY UNWIND AND OTHER COSTS

### 16.1 Costs

You indemnify us from and against all actions, suits, claims, demands, losses, liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by us arising in connection with:

- (a) any Event of Default;
- (b) the exercise or non-exercise of any right, power or remedy contained or referred to in this agreement;
- (c) our acting in connection with this agreement in good faith on Electronic Communications purporting to be given by you in accordance with clause 21; or
- (d) any prepayment or repayment of the Loans including, without limitation, any loss or expense incurred in respect of:
  - (i) any cost associated with our obtaining an appropriate form of risk management (or instrument of similar effect) with respect to this agreement or the funding of the Loans;
  - (ii) our exercise or non-exercise of, or our prevention or inability to, exercise any rights under any risk management agreement;
  - (iii) the liquidation or redeployment of funds acquired from third parties to make or maintain the Loans; or
  - (iv) the termination or reversal of any arrangements (including without limitation any fixed rate contracts) entered into in connection with the funding of the Loans; and
  - (v) any loss of profits that we may suffer by reason of the early liquidation or redeployment of such funds or the termination or reversal of such arrangements.

### 16.2 Official directives

You agree to indemnify us on demand if we determine that any new or amended law (including, without limitation, any law which imposes a tax on goods and services), order, official policy, directive or request of any governmental agency, or any change in any interpretation or administration of any law, order, official policy, directive or request of any governmental agency, directly or indirectly:

- (a) increases the cost to us of providing, funding or maintaining the Loans; or
- (b) reduces any amount received or receivable by us, or our effective return, in connection with the Loans; or
- (c) reduces our return on capital allocated to the Loans or our overall return on capital.

## 16.3 Our liability

Subject to the remainder of this clause, we are not responsible for any losses of any kind whatsoever (including, without limitation, the negligence, default or dishonesty of any servant, agent or auctioneer employed by us, any attorney of ours or the Receiver) which may occur in or about the exercise, attempted exercise or non-exercise of any of our rights, powers or remedies under this agreement.

Subject to this clause 16.3, all warranties (whether implied, statutory or otherwise) relating to this agreement, are excluded.

Where any law or code to which we subscribe implies in this agreement any term, and the law or code voids or prohibits provisions in this agreement which exclude or modify the operation of the term, then the term is taken to be included in this agreement. However, our liability for breach of such a term is, if permitted or not prohibited by law or the code, limited to one of the following remedies (at our option):

- (a) any directly related fees, charges or interest we have charged you; or
- (b) the payment of the cost of re-supplying the service or transaction.

## 16.4 Release by you and Guarantor

If we are not the Issuer of a Structured Product, or any component of it, you and the Guarantor release us from all actions, suits, claims, demands and losses in connection with its Disclosure Document or any part of it that relates to a component of the Structured Product not issued by us.

## 17. GUARANTEE, INDEMNITY AND THIRD PARTY PROVISIONS

### 17.1 Guarantor liable

The Guarantor is liable for all your obligations under this agreement both individually and jointly with any one or more other persons named as Guarantor.

### 17.2 Guarantee

The Guarantor unconditionally and irrevocably guarantees to us, jointly and severally, your due and punctual payment and satisfaction of the Secured Money.

The amount of the Guarantor's liability as guarantor under this clause 17 is limited to the Secured Money.

If you default in the due and punctual payment or satisfaction of any of the Secured Money, the Guarantor agrees to pay the whole amount of the Secured Money to us immediately on demand. We may make such a demand on the Guarantor from time to time and whether or not demand has been made on you.

The Guarantor acknowledges incurring obligations and giving rights under this agreement for valuable consideration received from us which includes our entering into this agreement at their request.

### 17.3 Guarantor responsible for reviewing you

The Guarantor acknowledges that it is responsible for making itself aware of your financial position and that of any other person who guarantees payment of the Secured Money, and seeking appropriate legal advice relating to the Guarantor's obligations under this agreement.

## 17.4 Indemnity given by Guarantor

The Guarantor unconditionally and irrevocably indemnifies us against all losses and claims arising in connection with this agreement. This indemnity extends to cover all actions, suits, claims, demands, obligations, liabilities, losses, damages, costs and expenses which have been or may be made or brought against or which have been or may be suffered or incurred by us if the whole or any part of the Secured Money:

- (a) is irrecoverable or has never been recoverable by us from you; or
- (b) cannot be enforced against you; or
- (c) is not paid to us for any other reason whatsoever including, without limitation, by reason of:
  - (i) any legal limitation, disability, incapacity, lack of any power or lack of authority of or affecting any person;
  - (ii) any of the transactions relating to the Secured Money being void, voidable or unenforceable (whether or not the matters or facts relating thereto have been or ought to have been within our knowledge); or
  - (iii) any other fact, matter or thing whatsoever.

## 17.5 Payment by Guarantor

The Guarantor agrees to pay us immediately on demand an amount equal to the amount of the claims, demands, obligations, liabilities, losses, damages, costs and expenses referred to in clause 17.4. We may make such a demand from time to time and whether or not demand has been made on you.

The Guarantor agrees that the liability under clause 17 is that of principal debtor.

## 17.6 Unconditional nature of obligation

The Guarantor's obligations under this agreement are absolute and unconditional in any and all circumstances and are not prejudiced, released or otherwise affected by any one or more of the following (occurring with or without the consent of or notice to any person):

- (a) any release, failure or agreement not to sue, discharge, termination, relinquishment, compromise, release, waiver, concession, indulgence, replacement, amendment, variation, increase, decrease or compounding of your obligations or those of any other person under this agreement or of any of the Secured Money;
- (b) any of your obligations or those of any other person under this agreement being or becoming wholly or partially illegal, void, voidable or unenforceable, whether by reason of any law or for any reason whatsoever;
- (c) any delay, laches, acquiescence, mistake, act, omission or negligence on our part or any other person;
- (d) any defences being available to you under this agreement;
- (e) any part of the money forming part of the Secured Money being or becoming irrecoverable or never having been recoverable or any part of the obligations forming part of the Secured Money being or becoming unenforceable or never having been enforceable;
- (f) any non-compliance by us or any other person with the provisions of any law or with any provision of this agreement;
- (g) any law or judgment staying or suspending all or any of our rights against you, or any other person (by operation of law or otherwise);
- (h) any person becoming or not becoming a Guarantor of the Secured Money or any part thereof or any discharge or release of any such person;
- (i) your insolvency, bankruptcy, winding up, receivership or administration or that of any other person;
- (j) any setting aside or avoidance of any payment by you or any other person;
- (k) any failure of ours to enforce the Mortgage, or alteration or variation to this agreement;

- (l) the full or partial release of the Mortgage; or
- (m) any other fact, matter, circumstance or thing whatsoever which, but for this provision, could or might operate to prejudice, release, discharge or otherwise affect your obligations under this agreement.

## 17.7 We are not required to proceed against you

We need not proceed against you or exhaust any remedies we may have against you or enforce this agreement, but may demand and receive payment from the Guarantor when any payment is due under this agreement or proceed directly against the Secured Property.

## 17.8 Guarantor's claims against you

Unless and until the whole of the Secured Money has been paid or satisfied in full, the Guarantor may not make any claim for any sum paid under this agreement or enforce any rights which it may have (whether by way of defence, indemnity, set-off, counterclaim, contribution, subrogation or otherwise) against you or your property.

## 17.9 Judgment

A judgment obtained against you is conclusive against the Guarantor.

## 17.10 Conditions precedent

Any condition or condition precedent to the provision of financial accommodation is for our benefit and not the Guarantor. Any waiver of or failure to satisfy such a condition or condition precedent is to be disregarded in determining whether an amount is part of the Secured Money.

## 18. SET-OFF

### 18.1 Your assets

We may (in addition to any general or banker's lien, right of setoff, right to combine accounts or any other right to which we may be entitled), without notice to you or any other person, set-off and apply any credit balance (or any part of it in such amounts as we may elect) on any account of yours with us (whether or not the account has matured) and any other money owing by us to you, against the Secured Money.

### 18.2 Guarantor's Assets

We may (in addition to any general or banker's lien, right of set-off, right to combine accounts or any other right to which we may be entitled), without notice to the Guarantor or any other person, set-off and apply against any money owing by the Guarantor to us under this agreement any credit balance (or any part of it in such amounts as we may elect) on any account of the Guarantor with us (whether or not such account has matured) and any other money owing by us to the Guarantor.

## 19. VOTING RIGHTS

Until an Event of Default occurs or Secured Products are registered in our name, you may exercise the voting rights attached to Secured Products as you see fit.

If an Event of Default occurs and is subsisting or the Secured Products are registered in our name, then:

- (a) all your rights under this clause 19 immediately cease; and
- (b) we are entitled to exercise the rights referred to in this clause, although we are not required to exercise such rights.

## 20. TAXATION

If you are required to deduct any tax from any payment due to us by you in connection with this agreement, then:

- (a) you must pay that amount to the appropriate authority and promptly provide us with evidence of payment; and
- (b) the amount payable is increased so that (after deducting that tax and paying any taxes on the increased amount) we receive the same amount we would have received had no deduction been made.

# Loan & Security Agreement (continued)

## 21. NOTICES

### 21.1 Sending notices

Subject to clause 21.2, all notices and other communications required under this agreement to be in writing must be given by the relevant party and must be sent to the recipient by hand, prepaid post (airmail if outside Australia) or Electronic Communication. All notices and other communications are to be sent to the addresses of the respective parties as set out in the Loan Application Form or as a party may notify to the other party in writing.

A notice or other communication is deemed to be duly received:

- (a) if sent by hand, when left at the address of the recipient;
- (b) if sent by prepaid post, 5 days after the date of posting; or
- (c) if sent by Electronic Communication, either:
  - upon receipt by the sender of an acknowledgement or transmission report generated by the device from which the Electronic Communication was sent indicating that the Electronic Communication was sent in its entirety to the recipient; or
  - four hours after the time sent (as recorded on the device from which the sender sent the Electronic Communication) unless the sender receives an automated message that the Electronic Communication has not been delivered, whichever happens first.

A communication sent by Electronic Communication must state the first and last name of the sender and the Electronic Communication is taken to be signed by the named sender.

### 21.2 Posting notices on our website

We may also give a communication to you by making it available at our website for your retrieval by Electronic Communication, on condition that we notify you by Electronic Communication that the communication is available for your retrieval. A communication we make available for your retrieval is deemed to be duly received when the Electronic Communication we send you to notify you of the availability of the communication for retrieval is deemed to be received under paragraph 21.1(c).

## 22. Assignment

Neither you nor the Guarantor may assign or otherwise transfer the benefit of this agreement or any of their respective rights, remedies, powers, duties or obligations under this agreement without our prior written consent.

We may assign, transfer and otherwise grant participations or subparticipations in all or any part of the benefit of this agreement and any of our rights, remedies, powers, duties and obligations under this agreement without your or the Guarantor's consent.

We may disclose to a potential assignee, transferee, participant or subparticipant such information about you, the Guarantor, and this agreement as we consider appropriate.

## 23. Payment Instructions Authority

You irrevocably authorise us to instruct the Issuer:

- (a) to pay any distributions in respect of the Secured Products to you unless the Issuer receives a notice in writing from us requesting that any distribution be paid directly to us, in which case, the Issuer must pay those distributions directly to us; and
- (b) to pay the proceeds from the redemption of the Secured Products directly, and without any deduction, to us.

You agree that any payment received by us from the Issuer of any distribution or redemption proceeds under this clause fully discharges any obligation that the Issuer has to pay the distribution or the redemption proceeds to you.

## 24. MISCELLANEOUS

### 24.1 You consent to disclosure

You consent to us disclosing to the Guarantor, and to any other guarantor of your obligations, the following information:

- (a) a copy or summary of this agreement and related material evidencing your obligations to be guaranteed; and
- (b) a copy of any formal demand that may be sent from time to time by us to you.

### 24.2 Our exercise of rights

Our failure or delay in exercising any right under this agreement does not operate as a waiver of any right and the exercise of a single right or partial exercise of any right by us under this agreement does not prevent us from exercising any other right. Our rights under this agreement are cumulative and are not exclusive of any other rights provided by law.

A waiver by us is effective only if it is in writing signed by one or more of our officers.

### 24.3 Severability

Any provision of this agreement which is or becomes prohibited or unenforceable in any jurisdiction is severed from this agreement only in respect of that jurisdiction.

### 24.4 Indemnities as continuing obligations

The indemnities contained in this agreement are continuing obligations, separate and independent from other obligations and survive the termination of this agreement.

### 24.5 Our discretion

Any consent requested of, or determination by, us may be given conditionally or unconditionally or withheld by us in our absolute discretion except where this agreement expressly provides otherwise.

### 24.6 Delay by us

If performance by us of any of our obligations under this agreement or related arrangements is prevented or delayed in whole or in part due to any circumstance which we are unable to control, this agreement nevertheless continues and remains in full force and effect but we are not in default under this agreement or otherwise liable for any loss, cost, expense or damage suffered by you or the Guarantor for that reason only and we are entitled to a reasonable extension of time to complete performance of our affected obligations.

### 24.7 We are not responsible

Without limiting the terms of clause 16 or 24.6, we are not responsible for any loss, cost, expense or damage suffered by you as a result of our acting in accordance with any request or direction from you (including in relation to any sale of the Secured Property) or of not acting, or of not acting promptly, in accordance with any such request or direction.

### 24.8 Code of Banking Practice

We comply with the Code of Banking Practice 1993, to the extent that it applies to this facility.

### 24.9 Governing law

This agreement and the Loans are governed by and construed in accordance with the laws in force in New South Wales. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

### 24.10 Time of the essence

Time is of the essence in respect of each and all of your and the Guarantor's obligations under this agreement.

## 25. PRIVACY

You and the Guarantor consent to us giving, from time to time, to:

- (a) any of our related entities;
- (b) the Issuer of the Structured Products;
- (c) any Guarantor or any person named as a Borrower in a Loan Application Notification, as applicable; or
- (d) a person authorised by you and notified to us in writing, as your representative for the purposes of this agreement,

any information in our possession about you or the Guarantor, respectively, the Secured Property, a Loan and this agreement that they may request from time to time. We may also give such information to fund managers, and clearing houses to the extent we deem necessary or desirable for effecting transactions in connection with this agreement. This information may be given in electronic, paper or spoken form. We are not in any way liable to you, and you release us, our directors and employees from any liability for the unauthorised accessing or release of any such information (except to the extent, and only to the extent, arising from our gross negligence or fraud).

## 26. GOODS AND SERVICES TAX

- (a) All payments to be made by you in connection with this agreement have been calculated without regard to GST. To the extent that any supply made in connection with this agreement is a taxable supply, the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST), an amount (additional amount) equal to the amount of the consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.
- (b) Terms used in this clause which are defined in the GST Act have the same meaning in this clause.
- (c) If either party is entitled under this agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.

## 27. INTERPRETATION

27.1 In this agreement, unless the context otherwise requires:

**BBSW** means, for a day, the 90 day bank bill swap rate (expressed as a percentage) for that day quoted on the page designated as "BBSW" on the Reuters Monitor or another page that replaces that system to display the bank bill swap rate.

**Break Costs** means all costs and expenses which may be made or incurred by us arising in connection with any prepayment of any Outstanding Money (whether pursuant to clause 4 or otherwise), including, without limitation, any loss or expense identified in clause 16.1(d).

**Business Day** means a day on which banks are open for business in the New South Wales.

**Confirmations** means the confirmations issued by us to you from time to time, including the Initial Confirmation, which set out, amongst other matters, the details of the Investment Loan, Interest Payment Dates and the applicable Interest Payment Plan.

**Corporation** has the meaning given in the Corporations Act.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Costs** includes costs, charges and expenses, including those incurred in connection with advisers.

**Default Rate** means 2% plus BBSW per annum, calculated daily.

**Disclosure Document** means, in respect of the Structured Products the subject of the Loans, the product disclosure statement, prospectus, offering memorandum or other analogous document identified in the Product Brochure relating to the offer of the Structured Products.

**Dispose** means transfer, sell or redeem.

**Drawdown Date** means the date on which the Principal under an Investment Loan is drawn down.

**Electronic Communication** means a communication of information in the form of data, text or images by means of guided or unguided electromagnetic energy, or both. Electronic Communications include emails.

**Event of Default** means any event specified as such in clause 14.1.

**Facility Application Form** means the application form you complete to request entry into this agreement.

**Financial Statements** means:

- (a) a statement of financial position;
- (b) a statement of financial performance; and
- (c) a statement of cash flows.

**GST** means the goods and services tax levied under the GST Act.

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

**Guarantor** means the person or persons named in the Facility Application Form as "Guarantor" and any other person who agrees to act as a guarantor for the purpose of this agreement. If there are more than one, Guarantor means each of them separately and every two or more of them jointly. Guarantor includes their successors and assigns.

**Initial Confirmation** means, in respect of a Loan, our acceptance of your application delivered by us to you in response to the Loan Application Form which sets out, among other matters, your identity, the amount of the Investment Loan and the Interest Payment Plan applicable.

**Interest Assistance Loan** means, in respect of an Investment Loan, a loan by us of up to 100% of the interest charged under the Investment Loan for the first full financial year.

**Interest Assistance Loan Drawdown Date** means the date the Principal under an Interest Assistance Loan is drawn down.

**Interest Assistance Loan Principal** means the amount drawn down under an Interest Assistance Loan on the Interest Assistance Loan Drawdown Date.

**Interest Payment Date** means, in respect of a Loan, each date set out in the Initial Confirmation for the payment of interest under the Loan, or if not stated in the Initial Confirmation, the following dates in any year:

- (a) for an Investment Loan, if the applicable Interest Payment Plan provides for quarterly payments:
  - (i) 30 September;
  - (ii) 31 December;
  - (iii) 31 March;
  - (iv) 30 June, or

if the applicable Interest Payment Plan provides for annual payments, 30 June,

- (b) for an Interest Assistance Loan, 30 June.

**Interest Payment Plan** means the plan described for the payment of interest under an Investment Loan as described in the Product Brochure and selected by you in the Loan Application Form and stated in the Initial Confirmation.

**Interest Rate** means:

- (a) in respect of an Investment Loan, the interest rate described in the Interest Payment Plan applicable to the Investment Loan, or in respect of any additional Investment Loan drawn down under clause 1.6, the interest rate notified by us at the time of the additional drawdown; or
- (b) in respect of an Interest Assistance Loan, the interest rate described in the Product Brochure for the Interest Assistance Loan,

each as determined by us from time to time and confirmed to you in the Confirmations.

# Loan & Security Agreement (continued)

**Investment Loan** means an amount advanced by us to purchase Structured Products under clause 1.4.

**Issuer**, in respect of the Structured Product the subject of the Loans, has the meaning given in the Disclosure Document for the Structured Product.

**Liquidation** includes receivership or other appointment of a controller, deregistration, compromise, deed of arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors, bankruptcy or death.

**Loan** means either:

- (a) an Investment Loan; or
- (b) if applicable, an Interest Assistance Loan.

**Loan Application Form** means, in respect of a Loan, the application form you complete requesting the Loan.

**Loan Application Notification** means the notification we send you advising you that your application for a Loan is being processed by us and advising you of the anticipated Drawdown Date, if your application is approved.

**Loan Limit** means, in respect of an Investment Loan, the amount notified to you in the Initial Confirmation for the Loan, as amended from time to time under clause 1.6.

**MAC** means the unique code we issue to a User known as a "Macquarie Access Code".

**MAC Application** means the application form signed by a person who requests a MAC, containing the terms on which we issue MACs.

**Material Adverse Change** means a change which, in our opinion, has a material adverse effect on either your assets, revenue or financial condition, or your ability to perform your obligations under this agreement.

**Maturity Date** means, in respect of an Investment Loan, the date stated as the Maturity Date in its Initial Confirmation.

**Mortgage** means the mortgage created under clause 12 of this agreement.

**Outstanding Money** means, in respect of a Loan, its Principal plus any accrued but unpaid interest on it.

**Principal** means:

- (a) in respect of an Investment Loan, the total of all amounts drawn down under it;
- (b) in respect of an Interest Assistance Loan, the total of all amounts drawn down under it.

**Product Brochure** means, in respect of an Investment Loan, the brochure describing the Structured Product to be purchased using the proceeds of the Investment Loan and setting out the Interest Payment Plans we offer and other commercial terms relating to the Investment Loan and the Interest Assistance Loan.

**Receiver** means any receiver or receiver and manager appointed to the Secured Property.

**Related Body Corporate** has the same meaning as in the Corporations Act.

**Repayment Date** means, in respect of an Investment Loan, the date determined in accordance with clause 4.1 for the Investment Loan.

**Secured Money** means all money, obligations and liabilities of any nature whatsoever that may now be, or which at any time in the future become or remain, due, owing or payable, whether actually or contingently, by you to us on any account or for any reason whatsoever in connection with this agreement.

**Secured Products** means, in respect of an Investment Loan, the Structured Products acquired by you where the purchase price is funded wholly or partly using the proceeds of the Investment Loan.

**Secured Property** means all of your present and future right, title and interest in:

- (a) the Secured Products, including your:
  - (i) interest in any distributions in respect of the Secured Products; and
  - (ii) rights consequent upon the disposal, including any interest in the proceeds of disposal, of the Secured Products; and
- (b) any other asset you and we agree from time to time to be Secured Property for the purpose of this agreement.

**Security Interest** includes any mortgage, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, arrangement for the retention of title and any other right, interest, power or arrangement of any nature whatsoever having the purpose or effect of providing security for, or otherwise protecting against default in respect of, the obligations of any person.

**Structured Products** means, in respect of an Investment Loan, the financial products described in the Product Brochure and confirmed in the Initial Confirmation for the Investment Loan and any rights attaching to the holder of the relevant financial product whether such rights are owed by the issuer of the financial product or another person.

**User** means the persons authorised to give instructions to us in connection with this agreement.

**You** means the person or persons named in the Loan Application Form as "Borrower". If there are more than one, you means each of them separately and every two or more of them jointly. You includes your successors and assigns.

**We** means Macquarie Bank Limited (ABN 46 008 583 542) and our and us have corresponding meanings.

**27.2** In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) references to a person include any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
- (c) references to an agreement or document (including, without limitation, a reference to this agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this agreement or that other agreement or document;
- (d) references to any party to this agreement include references to its respective successors and permitted assigns;
- (e) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually; and
- (f) a reference to any thing (including an amount) is a reference to the whole and each part of it.

**27.3** Unless specified otherwise in this agreement, any decision or exercise of our discretion under or in connection with this agreement, may be made or exercised in our absolute discretion.

# Macquarie Structured Product Investment Loan Loan Application Form

## Instructions

Complete this form using BLACK INK and print well within the boxes in CAPITAL LETTERS. Mark answer boxes with an (X). Start at the left of each answer space and leave a one box gap between words. CROSS OUT AND INITIAL ANY CHANGES MADE TO THE FORM. DO NOT USE CORRECTION FLUID TO AMEND.

By completing this Loan Application Form, you offer to borrow from Macquarie Bank Limited (“**Macquarie**”) (and the amount of any Interest Assistance Loan if available and if requested below) on the terms of the Loan and Security Agreement and otherwise as provided in the Product Brochure.

An application for a loan will only be considered where a valid Loan Application Form has been completed and delivered as set out in the Product Brochure. The Product Brochure provides details of the Investment Loan and (where applicable) the Interest Assistance Loan for which, by completing this Loan Application Form, you will apply. It is important that you have read the Product Brochure and Disclosure Document which is related to the underlying Structured Product to be acquired by you with the Investment Loan. This Loan Application Form must not be provided to any person unless at the same time access is given to the Product Brochure and Disclosure Document which is related to the underlying Structured Product. Unless otherwise defined in this Loan Application Form, capitalised terms have the same meaning as defined in the Loan and Security Agreement.

## CHECKLIST

Please ensure that you read and complete all sections required. Missing or incomplete information may delay your loan application.

INDIVIDUAL APPLICANTS & JOINT APPLICANTS	COMPANY APPLICANTS	INDIVIDUAL TRUSTEE APPLICANTS & CORPORATE TRUSTEE APPLICANTS
<input type="checkbox"/> PART A  If Macquarie requires another person to guarantee your liabilities – each guarantor must complete  <input type="checkbox"/> PART B	<input type="checkbox"/> PART A Each director must complete Part B <input type="checkbox"/> PART B <input type="checkbox"/> PART C	<input type="checkbox"/> PART A For individual trustees, each trustee must complete Part B.  For corporate trustees each director must complete Part B.  <input type="checkbox"/> PART B <input type="checkbox"/> PART C  If applying for an Investment Loan of more than \$500,000 complete Part D.  <input type="checkbox"/> PART D
For ALL APPLICANTS where the Investment Loan amount is more than \$500,000, Part E must also be completed  <input type="checkbox"/> PART E		

If you make an error while completing your Application Form, cross out and initial any changes to the Application Form. Do NOT use correction fluid to amend.

Send your completed Loan Application Form together with your Structured Product Application Form to the address specified in the Structured Product Application Form.

If in doubt Ask Macquarie on 1800 803 010.





## 8 STATEMENT OF FINANCIAL POSITION – INDIVIDUAL & JOINT APPLICANTS ONLY

Please complete all relevant financial details. Where an item is left blank it will be assumed to be nil.

**INDIVIDUAL APPLICANTS – Complete section 8.1 only.**

**JOINT APPLICANTS – You may combine your financial details and enter combined figures in section 8.1 or otherwise provide separate details by completing 8.1 and 8.2.**

**TRUST APPLICANTS – all trustees (individual and corporate) must provide financial details in Part B as Guarantors**

**COMPANY APPLICANTS – all directors must provide financial details in Part B as Guarantors**

### 8.1 INDIVIDUAL APPLICANT

ASSETS		LIABILITIES	
Cash	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Mortgage (residential)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Property (residential)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Loans (investment)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Property (investment)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Leases	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Shares	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Credit cards	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Other*	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Other*	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
ANNUAL INCOME		ANNUAL EXPENDITURE	
Salary (pre tax)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Expected tax payable	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Rental and dividends (pre tax)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Mortgage payments Rent (residential)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Other income (pre tax)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Loan payments (investment)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
		Lease payments	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
		Living expenses and school fees	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
		Other* expenses	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>

### 8.2 JOINT APPLICANT (if applicable)

ASSETS		LIABILITIES	
Cash	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Mortgage (residential)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Property (residential)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Loans (investment)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Property (investment)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Leases	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Shares	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Credit cards	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Other*	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Other*	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
ANNUAL INCOME		ANNUAL EXPENDITURE	
Salary (pre tax)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Expected tax payable	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Rental and dividends (pre tax)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Mortgage payments Rent (residential)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
Other income (pre tax)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>	Loan payments (investment)	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
		Lease payments	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
		Living expenses and school fees	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>
		Other* expenses	\$ <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/>

\*Please include details of other information in the box below. Please provide an explanation of any other financial information you deem relevant to your loan application:



# Part A Checklist

You will also need to complete the checklist on page 16 of this document.

## Checklist

<input type="checkbox"/>	Section 1	Completed with name and address details
<input type="checkbox"/>	Section 2	Product name and date of Product Disclosure Statement completed
<input type="checkbox"/>	Section 3	Application amount completed
<input type="checkbox"/>	Section 4	Interest Assistance Loan completed (if applicable)
<input type="checkbox"/>	Section 5	Interest Rate Plan selected
<input type="checkbox"/>	Section 6	Direct Debit details completed
<input type="checkbox"/>	Section 8	All applicable financials have been completed
<input type="checkbox"/>	Section 9	All applicants have signed

Please proceed by completing all other relevant parts of this Application Form. If you are unsure, please refer to the checklist on page 16 of this Application Form.

## Loan Application Form - Part B

Complete this form using BLACK INK and print well within the boxes in CAPITAL LETTERS. Mark answer boxes with a cross (X). Start at the left of each answer space and leave a one box gap between words. Please cross out and initial any changes made to the form. Do not use correction fluid to amend.

FOR ALL  
GUARANTORS



### GUARANTOR DECLARATIONS AND SIGNATURE

#### Personal Guarantees (to be completed by the Guarantors of Individual Applicants, Joint Applicants and Trustee Applicants)

Macquarie Bank Limited may require that the obligations of an individual Borrower be guaranteed. The Guarantor(s) must complete this section accordingly. If more than two Guarantors are required, please provide details and signatures of all additional Guarantors and witnesses on a separate attachment.

#### Directors' Guarantees (to be completed by all directors of Corporate Applicants and Corporate Trustee Applicants)

In the case of a company, including a corporate trustee, the obligations of the Borrower under the loan must be guaranteed by each of the directors of the company. Each director must complete this section accordingly. If a company has more than two directors please provide details and signatures of all additional Guarantors and witnesses on a separate attachment.

#### Risk

- the guarantee provided by me/us is governed by the terms of the Loan and Security Agreement, a copy of which I/we have read and understand;
- by agreeing to provide the guarantee to Macquarie, I/we understand and accept that we may be liable personally for all of the monies owed by the Borrower to Macquarie under the Agreement;
- in particular, I/we understand and accept that if Macquarie enforces the guarantee given by me/us, it may result in a loss of my/our personal assets (for example, my house and /or car).

#### General

- I/we have read and understand the Disclosure Document, the Product Brochure and the Loan and Security Agreement;
- Investments in the Structured Products are not deposits with or liabilities of Macquarie Bank Limited ("Macquarie") or any affiliate of Macquarie and are subject to investment risk, including possible delays in repayment and loss of income and/or principal invested;
- Neither Macquarie nor any of its affiliates guarantees any particular rate of return or the performance of the Structured Products nor do they guarantee the repayment of capital of the Structured Products; and
- I/we understand the risks associated with an investment in the Structured Products as they are outlined in the Disclosure Document.

#### Privacy

- I/We consent, acknowledge and agree to the terms and conditions of the Privacy Statement included in Part F of this Loan Application Form.

#### Consent to Recording.

- I/We consent to the recording of all telephone conversations in connection with the Loan and Security Agreement or with future dealings in relation to the guarantee provided by me/us with or without the use of an automatic tone warning device;
- I/We agree to obtain any necessary consent of, and give notice of such recording to, its affected personnel;
- I/We agree that recordings may be submitted in evidence in any proceedings relating to the Loan and Security Agreement; and
- I/We agree that Macquarie is not obliged to maintain copies of such recordings and transcripts for the benefit of the other party.

#### Guarantor's Power of Attorney declaration

I/We irrevocably and by way of security appoint Macquarie and or any entity associated with it (and each of its officers, employees, agents and solicitors) separately (the "Attorney") as my/our true and lawful agent and attorney in fact (with full power of substitution, delegation and revocations the Attorney may deem expedient) to sign and deliver on my behalf:

- the Loan and Security Agreement in substantially the same form as that provided with this Loan Application Form;
- any other document, instrument, direction, instruction, act or thing which, in the opinion of the Attorney, is necessary or desirable in connection with the Loan and Security Agreement or the protection or perfection of the interests of Macquarie or the exercise of the rights, powers or remedies of Macquarie.

I/We further authorise the Attorney to do the following with respect to any of the documents referred to above:

- complete any blanks;
- make any amendments or additions;
- do, execute and perform any other deed, agreement, matter or thing which in the opinion of the Attorney ought to have been done or performed to perfect the relevant documents and make them effective or valid; and
- attend to the stamping or registration of all related and ancillary documentation.

I/We declare that anything done by the Attorney pursuant to the powers given to the Attorney will be binding on me/us as if those acts had been done by me/us. I/we agree to indemnify the Attorney against any loss or costs it suffers or incurs in exercising the powers specified above. The Attorney may exercise the powers granted above even if it involves a conflict of duty or conflict of interest.



## GUARANTOR 2

### 1 ADDITIONAL GUARANTOR DETAILS AND SIGNATURE

#### GUARANTOR'S DETAILS

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Occupation

Date of birth

/  /

#### GUARANTOR'S CONTACT DETAILS

Work phone number

Home phone number

Mobile phone number

Fax number

E-mail address

**Residential address** (you must specify a residential address). Company, trust or partnership applicants **must** specify their registered address.

Street No. & Name	<input type="text"/>
Suburb	<input type="text"/>
State	<input type="text"/> Postcode <input type="text"/>

Time at this address:  years  months

**Previous residential address** (if you have changed your address in the past 3 years)

Street No. & Name	<input type="text"/>
Suburb	<input type="text"/>
State	<input type="text"/> Postcode <input type="text"/>

### 2 GUARANTOR'S STATEMENT OF FINANCIAL POSITION

Please complete all relevant financial details. Where an item is left blank it will be assumed to be nil

#### ASSETS

Cash	\$	<input type="text"/>
Property (residential)	\$	<input type="text"/>
Property (investment)	\$	<input type="text"/>
Shares	\$	<input type="text"/>
Other*	\$	<input type="text"/>

#### LIABILITIES

Mortgage (residential)	\$	<input type="text"/>
Loans (investment)	\$	<input type="text"/>
Leases	\$	<input type="text"/>
Credit cards	\$	<input type="text"/>
Other*	\$	<input type="text"/>

#### ANNUAL INCOME

Salary (pre tax)	\$	<input type="text"/>
Rental and dividends (pre tax)	\$	<input type="text"/>
Other* income (pre tax)	\$	<input type="text"/>

#### ANNUAL EXPENDITURE

Expected tax payable	\$	<input type="text"/>
Mortgage payments Rent (residential)	\$	<input type="text"/>
Loan payments (investment)	\$	<input type="text"/>
Lease payments	\$	<input type="text"/>
Living expenses and school fees	\$	<input type="text"/>
Other* expenses	\$	<input type="text"/>

\*Please include details of other information in the box below. Please provide an explanation of any other financial information you deem relevant to your loan application:

**Signed, sealed and delivered by:**

**Guarantor Signature**

SIGN HERE

**Witness Signature**

SIGN HERE

Witness name:

**IF THERE ARE MORE THAN 2 DIRECTORS/TRUSTEES  
PLEASE PHOTOCOPY THIS PAGE AND COMPLETE  
ACCORDINGLY**



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# Loan Application Form – Part F

## PRIVACY STATEMENT

### Privacy

I/we consent, acknowledge and agree that in addition to the consents given under clause 25 of the Loan and Security Agreement:

- a) the information in this Loan Application Form and any other information provided by me in connection with this application (“Information”) is provided by me/us to Macquarie to allow the Borrower’s application for the loan, to be assessed and processed and, if the Borrower’s application is successful, to allow the loan, and my/our obligations as guarantor under the loan, to be administered and enforced. It may also be used and/or disclosed to Macquarie’s affiliates and/or contracted service providers (together with Macquarie, the “Entities”) to offer investment and loan products to me/us.
- b) should I/we fail to provide the Entities with any such information or documentation requested of me/us, my/our guarantee and the Borrower’s application for the loan, may be refused and Structured Products will not be issued to the Borrower, and the Entities will not be liable for any loss arising as a result thereof;
- c) the Information may be collected, held, used and disclosed by the Entities in accordance with the Privacy Act 1988 (Cth) and, without limiting the disclosures permitted under that Act, I/we consent to the Entities disclosing my/our Information to a person authorised by me/us and notified to any Entity in writing as my/our representative (including a person authorised to buy and sell investments on my/our behalf); to fund managers and clearing houses; and to foreign regulators;
- d) the Entities will not be in any way liable to me/us, and I/we release the Entities and each of their directors and employees from any liability for the unauthorised accessing or release of any Information (except to the extent, and only to the extent, arising from the Entities’ gross negligence or fraud); and
- e) I/we may request access to my/our information by contacting Macquarie using the contact details shown on the checklist.

I/we consent to the Entities (and any other person or company who at any time provides or has any interest in the credit) doing any of the following at any time:

- f) seeking and using commercial credit information about me/us for the purpose of assessing an application for consumer credit or commercial credit or whether to accept me/us as a guarantor/s for credit applied for by, or provided to the Borrower, and assessing my/our creditworthiness;
- g) seeking and using consumer credit information about me/us provided by a credit reporting agency to assess an application for consumer credit or commercial credit, to assess my/our creditworthiness, to collect overdue payments from me/us and/or to avoid defaulting on my/our obligations;
- h) seeking from and using or giving to another credit provider (including any other credit provider who has lent money on the same security) any information about my/our creditworthiness, credit standing, credit history or credit capacity. In particular, the Entities may provide a reference on me/us;
- i) seeking from and using or giving to any broker, financial consultant, accountant, lawyer or other adviser acting in connection with any financing provided or proposed to be provided to me/us any consumer or commercial credit information;
- j) disclosing any report or personal information about me/us to another person in connection with funding or managing financial accommodation by means of an arrangement involving securitisation;
- k) providing personal information and any of the above to my adviser;
- l) giving a credit reporting agency certain personal and commercial information about me/us, including the following information where applicable:
  - information which is reasonably necessary to identify me/us – for example, name, gender, date of birth and current or last known address, current or last known employer, driver’s licence number;
  - the fact that credit has been applied for and the amount;
  - that Macquarie Bank is a current credit provider to me/us;
  - that I am/we are at least 60 days overdue in making a payment, including a payment that is wholly or partly a payment of interest, and that Macquarie Bank has taken steps to recover the whole or any part of the amount of credit (including any amounts of interest outstanding);
  - information about any overdue payment by me/us as the guarantor/s under the guarantee given against default by the Borrower in repaying all or any of the credit obtained by the Borrower from Macquarie;
  - that a cheque for an amount not less than \$100 that has been drawn by me/us has twice been presented by Macquarie Bank and dishonoured;
  - that in the opinion of Macquarie, I/we have, in specified circumstances, committed a serious credit infringement;
  - that I/we have ceased to be overdue in making payments, or that I/we contend that I am/we are not overdue in making payments;
  - that Macquarie Bank has ceased to be a current credit provider in relation to me/us;
  - that the credit provided by Macquarie Bank has been paid or otherwise discharged;
  - that a court judgment has been made against me/us; and
  - that bankruptcy orders have been made against me/us.

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