



MACQUARIE

Macquarie Geared Equities Investment plus

Product Brochure
14 August 2013

Macquarie Bank Limited (Macquarie) ABN 46 008 583 542, AFSL 237502

FORWARD thinking

IMPORTANT INFORMATION

GEI plus brochure

This brochure has been prepared by Macquarie Bank Limited ABN 46 008 583 542 (**Macquarie** or the **Bank**), the lender for Macquarie Geared Equities Investment plus (**GEI plus**). The information in this brochure is current as at 14 August 2013.

GEI plus is not offered to borrowers residing outside of Australia.

Risks in the brochure

You must read this brochure carefully. This brochure contains general information only. It does not take into account your particular investment needs, objectives or financial or taxation circumstances. This brochure is not intended to be a recommendation by Macquarie or any other person to borrow using a GEI plus Facility or invest in any GEI Securities.

GEI plus is a complex structured loan. GEI plus may not suit potential investors who are not familiar with the risks associated with borrowing to invest. Before making any investment decision, Macquarie recommends that you:

- read all of this brochure and the Loan and Security Agreement set out in section 14
- seek professional legal, taxation and financial advice to determine whether a GEI plus Facility is appropriate for you, and
- carefully consider the potential benefits and the risks of borrowing under a GEI plus Facility and the risks of making any investments using borrowed funds. Please refer to section 1.1 of this brochure (GEI plus at a glance) for a summary of the risks in respect of GEI plus and section 5 of this brochure (Risks) for a detailed discussion of the risks.

As well as the risks of this particular product, you should also consider whether borrowing under this product in order to make investments fits into your overall investment portfolio. Diversification of your investment portfolio can be used as part of your overall portfolio risk management to limit your exposure to failure or underperformance of any one investment, manager or asset class.

When selecting or removing securities from the Approved List of Securities or for the pre-selected portfolios, Macquarie does not take into account any labour standards or environmental, social or ethical considerations. However, Macquarie may provide a list of pre-selected securities compiled by a third party that does take these matters into account. In this instance, Macquarie can direct you to the research house that compiled the portfolio for further information.

Representations

Macquarie has not authorised any person to give any information or make any representations in connection with GEI plus that is not in the brochure. If given or made, such information or representation must not be relied upon as authorised by Macquarie. To the extent permitted by law, Macquarie accepts no liability whatsoever for any loss or damage arising from investors relying on any other information.

Updates relating to this brochure

The information in this brochure may change over time. Macquarie may update information in this brochure by posting information on its website at macquarie.com.au/protectedlending if the change is not materially adverse from the point of view of a reasonable person deciding whether to invest using GEI plus. Macquarie may also issue a supplementary brochure. You can access this information on our website at any time. Alternatively you may request a paper copy of any information updated from your financial adviser or by calling Macquarie on 1800 080 033.

Not deposits with Macquarie

The GEI plus Facility is not a deposit with, or liability of Macquarie. Neither Macquarie nor any of its related bodies corporate (as defined in the Corporations Act) guarantees any particular rate of return, the performance of any GEI Securities purchased using funds borrowed under the GEI plus Facility, nor do any of them guarantee the repayment of capital from the GEI Securities.

Definitions

Capitalised terms in this brochure have the meaning given to them in the Loan and Security Agreement and the Interest Prepayment Loan in sections 14 and 15, respectively.

Enquiries and complaints

For information regarding enquiries and complaints, see section 12.3.

Contents

1. What is Macquarie Geared Equities Investment plus?	02
2. Investment options	06
3. Loan and interest details	08
4. Examples of investing through a GEI plus Facility	12
5. Risks	15
6. What happens at the end of my GEI plus Facility?	17
7. Early closure of my GEI plus Facility	19
8. Fees and expenses	21
9. Limited Trading feature	24
10. Tax summary	25
11. Corporate actions	29
12. Additional information	31
13. How to apply	34
14. Loan and Security Agreement	35
15. Interest Prepayment Loan	59
16. Direct Debit Request Service Agreement	62
17. CHESS explanation	64
Application form	
Issuer contact details	inside back cover

1. What is Macquarie Geared Equities Investment plus?

Macquarie Geared Equities Investment plus (**GEI plus**) is an interest only, limited recourse loan which can be used to fund 100 per cent of your investment in certain securities listed on the Australian Securities Exchange (**ASX**) and certain registered Managed Investment Schemes (**MISs**).

1.1 GEI plus at a glance

Topic	Summary	Where to find more information
Loan Structure	<p>A GEI plus Facility is a limited recourse structured loan. It can be used to purchase GEI Securities. The Facility is used to fund 100 per cent of your investment amount, so you do not need to contribute any of your own money upfront to acquire your GEI Securities.</p> <p>Throughout the term of the Facility you will be required to use your own money to make interest payments on your Facility.</p> <p>To secure your principal and interest obligations under the Facility, Macquarie will take a Mortgage over your GEI Securities.</p>	section 3
Loan Term	<p>The Facility term is a fixed term of 1, 2, 3, 4 or 5 years.</p> <p>You choose the Facility term that is suitable for you.</p> <p>Depending on the date your GEI Securities are acquired, your actual loan term could be up to one calendar month longer than the applied loan term. Please see section 3.1 for further information.</p>	section 3.1
Limited Recourse Protection of your Loan Amount	<p>Due to the limited recourse nature of the loan your Loan Amount is protected. This means that if, at the time your Loan Amount becomes repayable, the value of your GEI Securities is insufficient to repay your Loan Amount in full, you will not need to provide any additional capital to repay your Loan Amount. However, you will have to pay any outstanding interest and other costs.</p>	section 6
At loan maturity	<p>For each of your “profitable” GEI Securities, you can:</p> <ul style="list-style-type: none"> • repay that part of your loan and keep all of those GEI Securities • take the net proceeds in cash or GEI Securities, or • roll your GEI Securities into another GEI plus Facility. <p>For each of your “unprofitable” GEI Securities, you can:</p> <ul style="list-style-type: none"> • take no action and they will be disposed of, and you will not have any further obligations nor will you receive any payment in relation to these GEI Securities. <p>Please note, under any of these options you will be required to have paid all interest, fees and other costs owing on your GEI plus Facility (including any amounts owing on your Interest Prepayment Loan).</p>	section 6
Early termination	<p>The GEI plus Facility is designed to be held until maturity. However, you may choose to terminate your GEI plus Facility early.</p> <p>In certain circumstances Macquarie may also have the ability to terminate your GEI plus Facility early, for example where:</p> <ul style="list-style-type: none"> • you fail to pay any amount due under the Facility • a corporate action occurs with respect to any of your GEI Securities, or • it becomes unlawful for Macquarie to maintain your Facility or exercise its rights under the Mortgage. <p>Where your GEI plus Facility is terminated early you will still receive the benefit of the limited recourse nature of your loan. However you will need to pay any break costs, interest charges, fees and other costs that may apply. You should note that break costs may be significant.</p>	section 7

Topic	Summary	Where to find more information
No offsetting of gains and losses	<p>The gain or loss from each GEI Security in your portfolio is not offset against the gain or loss from any other GEI Security in your portfolio.</p> <p>This is the case whether or not you hold your GEI plus Facility until maturity.</p>	section 6
No margin calls	<p>There are no margin calls. You will not be required to make any loan repayments as a result of a fall in the value of your portfolio of GEI Securities.</p>	
Payments throughout the term	<p>The only payments you will be required to make before your GEI plus Facility matures or is terminated early are:</p> <ul style="list-style-type: none"> • your interest payments, and • in the event of some corporate actions you may be required to make additional contributions from your own funds. <p>There may be additional administrative fees, and brokerage fees if you use the optional Limited Trading feature – please refer to section 8 – ‘Fees and expenses’.</p>	section 3.3, section 11 and section 8.1
Acquiring GEI Securities	<p>The Loan Amount must be used to acquire Approved Securities or, where you already hold Approved Securities which you wish to offer as security for your GEI plus Facility, for other investment purposes.</p>	section 2
Diverse investment menu	<p>By opening a GEI plus Facility, you can choose to invest in over 50 securities, including securities listed on the ASX and certain registered MISs. This provides you with the flexibility to select your own portfolio. The Approved List of Securities is available on the GEI plus website at macquarie.com.au/protectedlending.</p> <p>You should be aware that Macquarie does not recommend, or guarantee the performance of, any security or pre-selected portfolio included on the Approved List of Securities. You are responsible for selecting the GEI Securities that you invest in. As such, the performance of any investment will depend on your own investment decisions.</p>	section 2.1
GEI Securities are held in your name subject to a Mortgage	<p>The GEI Securities will be held in your name. For an ASX listed security you will receive any ordinary Distributions and may be eligible to claim franking credits in the same way as an investor who held this security outside of the GEI plus product. For an MIS you may be required by Macquarie to reinvest Distributions into additional GEI Securities, over which Macquarie will have security.</p> <p>Please note that Macquarie may also apply any special Distributions or capital returns to purchase additional GEI Securities on your behalf or to repay your loan principal.</p> <p>For the term of your loan Macquarie will hold a Mortgage over your GEI Securities and accordingly Macquarie will have a security interest in your GEI Securities.</p>	section 2.2
Interest payments	<p>You may choose one of the following interest payment options:</p> <ul style="list-style-type: none"> • variable, payable monthly in arrears • fixed for one year, payable annually in advance, or • fixed for term, payable annually in advance. <p>In the event you do not select one of the above options, the default option is variable, payable monthly in arrears.</p>	section 3.3

1. What is Macquarie Geared Equities Investment plus?

Topic	Summary	Where to find more information
Interest rates	<p>Your interest rate will depend upon a number of factors including your choice of:</p> <ul style="list-style-type: none"> • GEI Securities included in your GEI plus portfolio • the interest payment option, and • the loan term. 	section 3.4
Optional Interest Prepayment Loan	<p>If you choose a fixed interest rate (which is payable annually in advance), you may also apply for an Interest Prepayment Loan to fund the interest payable for that year.</p> <p>You may also apply for an Interest Prepayment Loan in subsequent years where you elect to fix and prepay your interest.</p> <p>If Macquarie accepts your application for an Interest Prepayment Loan:</p> <ul style="list-style-type: none"> • the loan will be used solely to pay the interest on your GEI plus Facility, and • this loan is full recourse which means you must repay it, including if the value of your GEI Securities falls. 	section 3.5
Taxation	<p>Macquarie has obtained a Product Ruling (PR 2013/15) from the Australian Taxation Office (ATO) confirming the amount and timing of deductions for interest payments on the Facility.</p> <p>The Product Ruling only applies to investors who satisfy the ruling assumptions and where the GEI plus Facility is implemented in the manner set out in the ruling.</p> <p>Details of the Product Ruling will be provided on our website at macquarie.com.au/protectedlending.</p>	section 10
Minimum Loan Amount	The minimum Loan Amount for a GEI plus Facility is \$50,000.	section 3.2
Limited Trading feature	The Limited Trading feature is available as an optional feature. This feature allows you to trade in and out of any of your GEI Securities that have risen in value above a certain level.	section 9
Key risks	<p>As with any investment, there are a number of risks that may affect the value of your investment. Please ensure that you read and consider all the risks in section 5 'Risks' and any disclosure document relating to your selected GEI Securities, and seek professional legal, taxation and financial advice before deciding whether to apply for a GEI plus Facility.</p> <p>Some of the key risks of investing through GEI plus:</p> <ul style="list-style-type: none"> • Performance risk: The value of the GEI Securities you choose may go down by a material amount, even over a short period of time. Investing in highly volatile conditions implies a greater level of risk of poor investment performance than an investment in a more stable market. • Borrowing to invest: By using a GEI plus Facility to invest in your chosen GEI Securities, your investment is leveraged. Leverage will magnify gains and losses on your investment compared to an unleveraged direct holding of an ASX listed security or units in a registered MIS. You should not invest using a GEI plus Facility unless you are comfortable with the risks of investing using leverage. • Breakeven risk: There is a material risk that you will lose money on your GEI plus Facility. That is, the total value of your returns at maturity (if any) and Distributions from your GEI Securities throughout the term of your loan (if any) could be less than your total interest payments and other costs (including break costs). 	section 5

Topic	Summary	Where to find more information
Key risks (continued)	<ul style="list-style-type: none"> • Early termination risk: Your GEI plus Facility may be terminated by Macquarie early in certain circumstances, for example where you fail to pay any amount due under the Facility. Also, you may choose to terminate your GEI plus Facility early. In either case, you will still receive the benefit of the limited recourse nature of your loan. However you will need to pay any break costs, interest charges, fees and other costs that may apply. You should note that break costs associated with early termination of your Facility may be significant. • Interest rate risk: There is a risk that the interest rate applicable to your Facility may rise. If this happens the cost of servicing your GEI plus Facility will also increase and there will be a greater risk that your interest costs may exceed your returns. • Liquidity risk: There is a risk that your ability to close out your GEI plus Facility early or to sell your GEI Securities may be limited due to a lack of liquidity for your GEI Securities. Depending on the circumstances, this may result in all or part of your loan being terminated early or your loan term being extended. In this case you will be required to continue to pay interest. <p>Your investment is subject to additional risks also outlined in section 5. Accordingly, before deciding to invest using GEI plus, you should consider carefully the risks that may affect the financial performance of your investment.</p>	
Fees and expenses	<p>You will be required to pay various fees and expenses to Macquarie when you invest using a GEI plus Facility. The main fees and expenses are:</p> <ul style="list-style-type: none"> • Interest payments: Payable on your Loan Amount throughout the term. For details on how interest is calculated please refer to section 3 – ‘Loan and Interest Details’. • Brokerage fees: Payable whenever you acquire or dispose of GEI Securities. Brokerage fees are normally charged at a rate of 0.55 per cent of the transaction value (inclusive of GST). <p>Other fees and expenses may apply to your GEI plus Facility; please refer to section 8 – ‘Fees and expenses’.</p>	section 8
Contact details	<p>For more information please contact your financial adviser or contact us by:</p> <p>Phone: 1800 080 033</p> <p>Fax: +61 2 8232 6158</p> <p>Email: structuredinvestments@macquarie.com</p> <p>Website: macquarie.com.au/protectedlending</p>	

2. Investment options

To apply for a GEI plus Facility you must submit an Application for Finance form. Please refer to section 13 – ‘How to apply’ for more information.

If your loan is approved, you will need to select the GEI Securities for your portfolio.

2.1 Selecting your GEI Securities

The proceeds from your Loan Amount may be invested in any of the GEI Securities included on the Approved List of Securities. The Approved List of Securities contains over 50 different securities including ASX listed securities and certain registered MISs. You can build your own portfolio from this list or alternatively you may choose from one of the pre-selected portfolios. Pre-selected portfolios are made up of predefined allocations across a selection of Approved Securities, and may be compiled by a member of the Macquarie Group or a third party.

The Approved List of Securities and pre-selected portfolios from which you can choose can be obtained or downloaded from our website at macquarie.com.au/protectedlending or by contacting Client Service on 1800 080 033.

You are responsible for choosing the GEI Securities or the particular pre-selected portfolio that you acquire. As such, the performance of any GEI Securities held in your portfolio (including any pre-selected portfolio that you choose) will depend mainly on the investment decisions made by you.

Macquarie does not make any representations regarding the securities included on the Approved List of Securities or comprising the pre-selected portfolios, their suitability or their performance nor is Macquarie or any third party providing financial advice by including any securities on the Approved List of Securities or compiling these pre-selected portfolios. Investors should obtain their own financial advice as to the suitability of the securities included on the Approved List of Securities or the pre-selected portfolio for their financial objectives, situations and needs.

2.2 Acquiring your GEI Securities

Once your loan is approved, you must complete and submit the Securities Selection Form indicating which GEI Securities you would like to include in your portfolio. The Securities Selection Form will be provided to you following your loan approval or may be downloaded from the GEI plus website at macquarie.com.au/protectedlending.

Under the Loan and Security Agreement, Macquarie may terminate your Facility if you do not submit a Securities Selection Form within 30 days of your loan being approved.

2.2.1 Investing in ASX listed securities

If you elect to include any ASX listed securities in your portfolio we will arrange for Macquarie Equities Limited to purchase and register these securities on your behalf. Macquarie Equities Limited will be appointed as your Trading Participant and Sponsor for your Facility and will:

- execute your buy and sell orders on the ASX
- provide transfer and settlement services in relation to those orders accordingly, and
- register your ASX listed securities on CHESS in your name.

If your Securities Selection Form is received by Macquarie by 12:00pm on a Business Day, your ASX listed securities will generally be acquired at the market close price for that security on the day we receive your Securities Selection Form. If your Securities Selection Form is received by Macquarie after 12:00pm, your ASX listed securities will generally be acquired at the market close price for that security on the following Business Day. We are unable to accept buy or sell orders at a specific price or within a specific limit. Please note, in some circumstances, your ASX listed securities may not be purchased at the relevant market closing price, for example where market volumes prevent Macquarie from purchasing your securities, and neither Macquarie or Macquarie Equities Limited are liable to you for any losses you may incur in these circumstances.

You will benefit from any Distributions paid and any associated franking credits (provided you meet certain requirements – please refer to section 10 – ‘Tax summary’). Please note that Macquarie may transfer your ASX listed securities into the name of a nominee, on your behalf, and apply any special Distributions and returns of capital to purchase additional securities or repayment of your loan obligations. Please see section 11 – ‘Corporate actions’ for further details.

You should read clauses 10A, 10 and 11 of the Loan and Security Agreement and section 17 – ‘CHESS Explanation’ to understand the role of the Trading Participant and the Sponsor and the terms and risks associated with trading ASX listed securities. In some circumstances Macquarie may, at its discretion, appoint another Trading Participant or Sponsor.

2.2.2 Investing in Managed Investment Schemes

If you elect to include units in any MISs in your portfolio we will submit an application to the responsible entity of that scheme on your behalf. The units in each MIS will be held in your name. Please note that you may choose to invest up to 50 per cent of your approved Loan Amount into MISs.¹

Please note that the application price for your units will be determined by that responsible entity, and this price may depend on the day they accept or process the application. Macquarie is not responsible for any delays in your application being accepted by the responsible entity of the MIS or the application price you are required to pay.

You may benefit from any Distributions paid and any associated franking credits (provided you meet certain requirements – please refer to section 10 – ‘Tax summary’). However Macquarie may require that all your Distributions are reinvested back into the same MIS. The additional securities that you will receive (referred to as Further Securities) will then become subject to the Mortgage. This means that you will not receive these Distributions in cash when they are paid. Macquarie will arrange this when we submit your MIS investment application on your behalf. For information on which MISs require reinvestment of Distributions please refer to the current Approved List of Securities available from our website at macquarie.com.au/protectedlending.

A link to the product disclosure statement for each approved MIS will be available on the GEI plus website at macquarie.com.au/protectedlending or alternatively contact Client Service on 1800 080 033 to obtain a copy. Please ensure that you have read the product disclosure statement prior to making an investment decision to invest in an MIS.

2.2.3 Delays in receipt of your Securities Selection Form

Macquarie may terminate your Facility if you do not submit a Securities Selection Form within 30 days of your loan being approved, however if you have:

- had your loan approved in June
- elected to prepay interest in advance for the first year, and
- not submitted your Securities Selection Form in sufficient time for your GEI Securities to be acquired before the end of June,

then your loan will be drawn down and the proceeds will be invested in an approved Cash Trust at that time. The loan proceeds will remain there until you submit your Securities Selection Form or until your GEI Securities are able to be acquired. The Cash Trust product disclosure statement will be made available on the GEI plus website at macquarie.com.au/protectedlending or alternatively contact Client Service on 1800 080 033 to obtain a copy. If we still have not received your completed Securities Selection Form 30 days after the loan proceeds are drawn down and invested in the Cash Trust we may terminate your GEI plus Facility. Please see section 3.5 – ‘Prepay your Interest’ for further information.

2.3 Rolling an existing security holding into GEI plus

If you already own securities which are included on the Approved List of Securities, you can roll those securities into a GEI plus Facility. Whilst you will retain ownership of the GEI Securities, Macquarie will have a Mortgage over those securities for the term of the loan and will give you the value for each GEI Security in cash on the day your loan is drawn down (which will be your Loan Amount under the Facility), less any interest you elect to pay in advance and any costs associated with establishing your Facility, for you to use for investment purposes. The Approved List of Securities is available on the GEI plus website at macquarie.com.au/protectedlending.

Investors who decide to roll over an existing security holding into a GEI plus Facility should be aware that they will not have the protection of the Product Ruling issued in respect of GEI plus. Standard Loan Amount size criteria will apply and this arrangement is subject to approval by Macquarie.

2.4 Security over your GEI Securities

Under the terms of your loan, you will grant a Mortgage in favour of Macquarie over your GEI plus portfolio (including any bonus shares or units, special Distributions, or other entitlements acquired during the life of your GEI plus Facility) which secures your obligations under your loan. Consequently you will be unable to sell, or otherwise dispose of, or create a Security Interest over (other than in accordance with the Loan and Security Agreement) any of your GEI Securities without Macquarie’s prior consent.

The Mortgage entitles Macquarie to transfer the GEI Securities into its name or the name of a nominee and, after the occurrence of an Event of Default, into the name of any purchaser.

2.5 Dividend or other reinvestment schemes

2.5.1 ASX listed securities

Where you own a GEI Security that is an ASX listed security, you may have the option of participating in a dividend reinvestment plan in relation to any ordinary Distributions. Where you choose to take up this option and where securities are issued in lieu of a cash Distribution amount, Macquarie will not include these additional securities within the secured property under the Mortgage. Thus, Macquarie will have no recourse to these additional securities, and will not be able to dispose of them to satisfy your obligation under the loan.

2.5.2 Managed Investment Schemes

Where you own a GEI Security that is an MIS, we may require that all your Distributions (if any) are reinvested back into the same MIS. So instead of cash Distributions you will receive Further Securities to be held within your GEI plus Facility. These Further Securities will form part of the GEI Securities that are mortgaged to Macquarie as security for your overall obligations under your GEI plus Facility. This means that if Macquarie exercises its powers under the Mortgage these Further Securities can be disposed of to repay the GEI Security Loan Amount. Therefore, it is possible that you may not receive any cash Distributions throughout the term (if any) and where your Initial Securities have decreased in value, you may not be entitled to retain any of the Further Securities acquired using your Distributions.

In addition, if any amount is withheld from your Distributions (for example, where you do not quote your Tax File Number or a valid exemption, please refer to section 10 – ‘Tax summary’ for more information), then Macquarie will require you to contribute funds equal to the amount withheld to apply towards the acquisition of Further Securities.

3. Loan and interest details

The loan offered under your GEI plus Facility is a limited recourse loan. This means that if you do not repay your Loan Amount at maturity from your own funds, then under the limited recourse feature of the GEI plus Facility, Macquarie's recourse in recovering the principal of your Loan Amount is limited to your GEI Securities and their disposal proceeds.

Where any of your GEI Securities have fallen below their GEI Security Loan Amount, Macquarie may not take any action against you to recover that part of the Loan Amount that relates to those GEI Securities beyond enforcing its Mortgage over those GEI Securities and retaining the proceeds from their disposal. Macquarie may, however, take action against you to recover any unpaid interest, fees and other moneys that you may owe to Macquarie under your Facility (including any principal, interest or other amounts owing under any Interest Prepayment Loan (if applicable)).

Assuming you have paid all interest, fees and other costs, if any GEI Securities in your portfolio have increased above their GEI Security Loan Amount, you may choose to:

- repay your GEI Security Loan Amount from your own resources and keep your GEI Securities
- dispose of some of your GEI Securities, repay your GEI Security Loan Amount and keep any remaining GEI Securities
- dispose of your GEI Securities, repay your GEI Security Loan Amount and receive any gains as cash, or
- roll over your GEI Securities to a new GEI plus Facility for another term.

Please see section 6 – 'What happens at the end of my GEI plus Facility' for further details.

If you exit your GEI plus Facility prior to maturity, you will still receive the benefit of the limited recourse protection. However, break costs, interest charges, fees and any other costs will be payable by you. Break costs may be significant. Please see section 7 – 'Early closure of my GEI plus Facility' for further details.

3.1 Loan term

In your Application for Finance form you can choose a loan term of 1, 2, 3, 4 or 5 years.

Your loan will be drawn down on the day that we fund the acquisition of your GEI Securities, and your loan term will commence on that day. Depending on the date on which your GEI Securities are acquired, your actual loan term may be up to one calendar month longer than the loan term that you applied for. This is due to the type of arrangements Macquarie must enter into in order to provide you with the limited recourse feature of the loan.

Where you have elected to prepay your interest in June but do not provide your Securities Selection Form until late July then your actual loan term may be up to two months longer than the loan term you applied for. For example, if you prepay your interest in June but do not provide your Securities Selection Form until late July this may result in your GEI plus Facility maturing in August in the final year. Where this Final Maturity Date falls outside your fixed rate Interest Period you will be required to pay additional interest on a monthly in arrears, variable basis.

You will be notified of the Final Maturity Date for your GEI plus Facility in your GEI Cashflow Analysis, which we will send you once your Securities Selection Form has been submitted and your GEI Securities have been acquired.

3.2 Loan sizes

The minimum Loan Amount for a GEI plus Facility is \$50,000.

- For Loan Amounts under \$100,000, you may select up to six different GEI Securities for your portfolio.
- For Loan Amounts between \$100,000 and \$250,000, you may select up to eight different GEI Securities for your portfolio.
- For Loan Amounts over \$250,000, you may select up to 12 different GEI Securities for your portfolio.

If you wish to purchase your GEI Securities at different stages, you are able to draw down your Facility in a maximum of two drawings. However, under this arrangement the minimum initial drawing is \$50,000, and the subsequent drawing must also be for a minimum of \$50,000 (with each drawing used to fund the acquisition of your GEI Securities). Macquarie may choose to waive the above requirement at its discretion. Please note that different drawings may have different Final Maturity Dates and different interest rates.

3.3 Interest Payment method

You will be required to pay interest on your GEI plus Facility. There is no guarantee that you will receive any Distributions from your underlying GEI Securities or if you do, that they will be sufficient to cover your interest obligations.

You may choose one of the following interest payment options:

Interest rate type	Payable	Choice of payment methods
Variable[#]	Monthly in arrears	Automatic direct debit from your nominated bank account
Fixed for one year[#]	Annually in advance	Automatic direct debit from your nominated bank account, or Apply for an Interest Prepayment Loan to fund your interest payment for the first 12 months* (if you fix your rate and pay annually in advance in any subsequent year of your loan, you may be able to apply for an Interest Prepayment Loan for that year, subject to approval by Macquarie)
Fixed for term[#]	Annually in advance	Automatic direct debit from your nominated bank account, or Apply for an Interest Prepayment Loan to fund your interest payment for the first 12 months* (in each subsequent year of your loan, you may be able to apply for an Interest Prepayment Loan, subject to approval by Macquarie)

* Please see section 3.6 – 'Interest Prepayment Loan' for further details.

Please note if you do not specifically elect one of these 3 options, your Interest Rate will default to variable.

3.3.1 Variable interest

Where you have elected to pay your interest at a variable interest rate, interest on your Loan Amount will be calculated on each day of the month, payable in arrears on the first Business Day of the following month, and will be deducted from your nominated bank account.

3.3.2 Interest fixed for one year

Where you have elected to fix your interest rate for one year, interest on your Loan Amount will be payable annually in advance at a fixed rate on the first day of your Interest Period, provided this day is a Business Day.²

Where you drawdown your loan in the period from 26 June to 30 June and you have elected to fix your interest rate your first fixed rate period will end on and include 24 June in the following year.

Prior to the maturity of your current Interest Period, we will invite you to prepay your interest for your next Interest Period. At this time we will provide you with an indicative fixed interest rate for your next Interest Period.³

If your current Interest Period expires and you have not elected to fix your interest for the next Interest Period, your interest will revert to a variable interest rate payable monthly in arrears on the last day of the month. In this case, and where your current Interest Period does not mature on the last day of the month, you may be required to pay additional interest for the period between the maturity date of your current Interest Period and the last day of that month. This additional interest will be payable on the last day of that month and will be deducted from your nominated bank account.

3.3.3 Interest fixed for term

Where you have elected to fix the interest rate on your Loan Amount for the term of the loan, interest on your Loan Amount will be payable annually in advance on the first day of your Interest Period, provided this day is a Business Day⁴ at the rate confirmed to you in your initial Loan Statement.

3.4 Interest rates

The interest rate applicable to your Facility will depend upon the GEI Securities that you select to include in your GEI plus portfolio, the loan funding costs, the term of your loan and the interest payment option you choose. Depending on the interest payment option you choose, your interest rate may change throughout the term of your loan.

3.4.1 Your initial interest rates

Your initial interest rate will not be determined until the day the Facility, or a Drawing, is drawn down to acquire your GEI Securities. This means that you will not know what interest rate for your Facility is until after the GEI Securities have been acquired for you. You may request from Macquarie an indicative interest rate quote for your proposed portfolio of GEI Securities prior to submitting your Securities Selection Form. Please note that these rates will be indicative only and may change from the time an indicative rate is provided and when your GEI Securities are purchased.

The initial interest rate applicable to your Facility, or to a Drawing, will be confirmed to you in your Loan Statement (or in the accompanying GEI Cashflow Analysis), which we will send you once your GEI Securities have been acquired.

² If the first day of your fixed rate Interest Period is a non-Business Day your interest will be payable on the next Business Day, unless the first day of your fixed rate Interest Period is a day in June and the next Business Day is a day in July, in which case the interest will be payable on the Business Day immediately preceding the first day of your fixed rate Interest Period.

³ The actual interest rate will be determined by Macquarie on the interest payment date and will be confirmed to you in your Loan Statement, and will be determined in accordance with section 3.4 'Interest Rates'.

⁴ If the first day of your fixed rate Interest Period is a non-Business Day your interest will be payable on the next Business Day, unless the first day of your fixed rate Interest Period is a day in June and the next Business Day is a day in July, in which case the interest will be payable on the Business Day immediately preceding the first day of your fixed rate Interest Period.

3.4.2 Your interest rate throughout the term

Throughout the term of the loan your interest rate for each Drawing will be equal to the applicable GEI Reference Rate plus your Facility Margin.

Macquarie will publish GEI Reference Rates for variable, fixed for one year and fixed for term interest payment options on the Approved List of Securities each day on the GEI plus website at macquarie.com.au/protectedlending. GEI Reference Rates will change with movements in Macquarie's cost of funding. The GEI Reference Rates on a given day will be the same for all GEI Securities. You will be notified of changes to your interest rate in writing (including electronically) on or before the changes takes effect.

Your interest rate for the period from loan draw down until your first Interest Reset Date will be sum of the GEI Reference Rate published on the date of draw down (for your interest payment option) plus your Facility Margin.

On each Interest Reset Date the interest rate shall be reset to be the sum of the GEI Reference Rate published on the Interest Reset Date⁵ (for your interest payment option) plus your Facility Margin.

If you choose:

- a variable interest rate paid monthly in arrears, every day is an Interest Reset Date so the interest rate for your Facility can change daily to reflect the movements in the GEI Reference Rate
- a fixed for one year interest rate, the day after the end of your fixed rate Interest Period is an Interest Reset Date and the interest rate for your Facility can change on that date to reflect the movement in the GEI Reference Rate
- a fixed for term interest rate, your interest rate will be based on the applicable GEI Reference Rate on the date of your Drawing and will not change throughout the term of your Facility.

Your Facility Margin is specific to your GEI plus Facility, and is fixed for the term except in some limited circumstances. Your Facility Margin is the difference between your initial interest rate, confirmed to you in your Loan Statement (or in the accompanying GEI Cashflow Analysis), and the applicable GEI Reference Rate on the date of draw down.

For example, if you have elected to pay interest annually in advance, fixed for one year, and on your initial draw down date:

- the initial interest rate for your Facility is 13.5 per cent, and
- the GEI Reference Rate applicable to annually in advance, fixed for one year loans is 10.5 per cent,

your Facility Margin will be set as 3 per cent. Now assume that on the next Interest Reset Date the applicable GEI Reference Rate has increased from 10.5 per cent to 11.5 per cent. Accordingly the interest rate for your Facility will increase on that Interest Reset Date from 13.5 per cent to 14.5 per cent which is equal to the GEI Reference Rate on your Interest Reset Date of 11.5 per cent plus your set Facility Margin of 3 per cent.

3.4.3 Factors affecting the Facility Margin when you draw down your loan

Your Facility Margin will vary depending on the GEI Securities you select for your portfolio and your loan term. The table below shows some of the factors which may affect your Facility Margin and how changes in those factors (assuming all other variables are constant) may affect your Facility Margin.

Variable	Change in variable	Effect on Facility Margin
Expected Volatility of the GEI Security or Securities	▲	▲
Term of the loan	▲	▼
Expected Distribution Yield of the GEI Security or Securities	▲	▲

You should be aware that:

1. other factors including current and forecasted economic conditions (eg inflation) may affect your Facility Margin, and
2. there may be simultaneous moves in two or more variables listed above. It is likely that these variables will move independently and concurrently and a change that might otherwise be caused by the movement in one variable could be partially or entirely offset by the movement in another variable. In addition, movements in some variables may, depending on the circumstances, have a greater effect than movements in other variables.

3.4.4 When your Facility Margin can change during the term

Your Facility Margin is fixed for the term of your Facility and will not change except in the following limited circumstances:

- where Macquarie offers an interest rate discount for a specified period (and when that discount period ends)
- where you are temporarily invested in a Cash Trust (please refer to section 3.5 – 'Prepaying your interest' for further details), and
- where part of your Loan Amount is repaid early during the term (please refer to section 7 – 'Early closure of my GEI plus Facility' for more details).

You can download the current published list of indicative interest rates from the GEI plus website at macquarie.com.au/protectedlending. You may also call Macquarie on 1800 080 033 to receive a hard copy free of charge or to request an indicative interest rate quote.

In the event that you fail to pay any interest payment when due, you may be obliged, under the terms of the Loan and Security Agreement, to pay a higher rate of interest on the outstanding amounts until such time as all outstanding amounts are paid (please refer to clause 15 of the Loan and Security Agreement for more details).

⁵ If the Interest Reset Date is a non-Business Day, it will be the GEI Reference Rate published on the next Business Day, unless the Interest Reset Date is a date in June and the next Business Day is a day in July in which case the interest rate will be the sum of your Facility Margin and the GEI Reference Rate published on the Business Day immediately preceding the Interest Reset Date.

3.5 Prepaying your interest

As your interest rate will not be determined until your GEI Securities have been purchased, where you elect to prepay your interest prior to submitting your Securities Selection Form, based on an indicative interest rate, you may be required to pay additional interest, or be entitled to a refund of interest, once your GEI Securities have been purchased and your actual interest rate has been confirmed.

If you choose to prepay your interest and we do not receive your completed Securities Selection Form in sufficient time to acquire your GEI Securities by the end of the applicable financial year (that is, by June 30) then your approved Loan Amount will be invested on your behalf in an approved Cash Trust. The Cash Trust product disclosure statement will be made available on the GEI plus website at macquarie.com.au/protectedlending or alternatively contact Client Service on 1800 080 033 to obtain a copy. Please ensure that you have read the Cash Trust product disclosure statement before you submit your Application for Finance form.

Any Cash Trust units that are acquired using your Loan Amount will form part of your loan security. Consequently, you cannot redeem any of your units in the Cash Trust without our consent. Where you are invested in the Cash Trust in these circumstances, Macquarie may require you to reinvest Distributions (if any) into additional Cash Trust units over which Macquarie will have security.

You should be aware that in these circumstances the interest you pay on your GEI plus Facility will almost certainly be more than the income you will earn for the period up until you invest in your GEI Securities.

If we still have not received your completed Securities Selection Form 30 days after the loan is drawn down we may terminate your GEI plus Facility. If your GEI plus Facility is terminated, we will redeem your Cash Trust investment (if any) and repay your Loan Amount early. There may be significant break costs associated with the early repayment of your Loan Amount. In addition, where fees and costs have been charged, these fees and costs will not be refunded. Please refer to section 8 – 'Fees and expenses' for further information regarding fees and costs.

3.6 Interest Prepayment Loan

If you choose to prepay your interest for the first year (that is, if you choose for your interest rate to be fixed for one year or fixed for term), you may also apply for an Interest Prepayment Loan to fund the interest payable for that year, subject to approval by Macquarie. You may apply for an Interest Prepayment Loan in any subsequent Interest Periods where you elect to fix and prepay your interest.

Repayment of the Interest Prepayment Loan is a full recourse obligation and the maximum term of the Interest Prepayment Loan is 12 months. The term of the Interest Prepayment Loan cannot be extended.

The interest rate for an Interest Prepayment Loan is fixed for the 12 month term of the loan. Where an Interest Prepayment Loan is drawn down on the last of the month it is repayable monthly in arrears in equal principal and interest payments over the 12 months following draw down of the Interest Prepayment Loan. Where an Interest Prepayment Loan is drawn down during the course of a month, it will be repaid in 13 instalments, with the first and final principal and interest payments being a proportionate amount of the full monthly payment amount. Interest is calculated daily on the outstanding balance of your Interest Prepayment Loan.

The Interest Prepayment Loan is repayable monthly in arrears by principal and interest payments over the 12 months following draw down of the Interest Prepayment Loan. Principal repayments are calculated on a pro rata basis over the term of your Interest Prepayment Loan. Interest is calculated daily on the outstanding balance of your Interest Prepayment Loan.

The required monthly principal and interest payments will be payable in arrears on the last day of the month as well as on the maturity date of your Interest Prepayment Loan (or on the preceding Business Day if these dates are not a Business Day), and will be deducted from your nominated bank account.

If you elect to repay your Interest Prepayment Loan in part or in full prior to its maturity date you may incur break costs on the portion of the loan repaid prior to maturity. These costs may be significant. If you elect to unwind some or all of your GEI plus Facility, the relevant portion of the Interest Prepayment Loan will also need to be repaid. You may be required to pay break costs associated with the portion of your Interest Prepayment Loan that is required to be paid.

Under the terms of the Interest Prepayment Loan, you authorise Macquarie to utilise any proceeds from the disposal of your GEI Securities remaining after repayment of your obligations under the Facility to pay any outstanding obligations that you have with respect to your Interest Prepayment Loan.

4. Examples of investing through a GEI plus Facility

The following examples are hypothetical and are provided for information purposes only. They have been included to assist investors in understanding the operation of GEI plus and contain many assumptions. They do not represent the actual or projected costs or profits of investing through a GEI plus Facility nor do they take into account the time value of money or any tax implications (other than franking credits potentially available to you).

4.1 What return will I receive at maturity?

At maturity you will benefit from any GEI Securities in your portfolio that are worth more than their GEI Security Loan Amount (that is, the Loan Amount referable to a particular GEI Security). This will be the case whether you repay the GEI Security Loan Amount and retain the GEI Securities, or whether your GEI Securities are disposed of at maturity.

Where your GEI Securities have decreased in value, Macquarie will exercise its rights as mortgagee and dispose of those GEI Securities to fully satisfy your obligations for the portion of your Loan Amount that is referable to those GEI Securities.

As the following hypothetical examples are intended to show the impact of differing performance of GEI Securities over the term of the loan on the return at maturity, the examples do not take into account any exposure to the hypothetical portfolios that would occur where you elect to repay the loan and retain your GEI Securities after maturity.

Example 1 – All of your chosen GEI Securities have increased in value

As can be seen in the table below, all of the GEI Securities in your portfolio have increased in value. If you do not repay the loan Macquarie will dispose of all your GEI Securities and pay you the disposal proceeds less the brokerage fee and the total Loan Amount of \$100,000.

Example 1	Security A	Security B	Security C	Security D	Total
Initial purchase price	\$10	\$10	\$10	\$10	
Number of GEI Securities purchased	2,486	2,486	2,486	2,486	
Initial value of selected GEI Securities	\$24,863	\$24,863	\$24,863	\$24,863	\$99,453
0.55% (including GST) brokerage on purchase	\$137	\$137	\$137	\$137	\$547
GEI Security Loan Amount	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Price at maturity	\$32	\$14	\$18	\$17	
Value of GEI Securities at maturity	\$79,562	\$34,809	\$44,754	\$42,268	\$201,392
0.55% (including GST) brokerage on disposal [^]	\$438	\$191	\$246	\$232	\$1,108
Disposal receipts without GEI plus protection*	\$54,125	\$9,617	\$19,508	\$17,035	\$100,285
Disposal receipts with GEI plus protection*	\$54,125	\$9,617	\$19,508	\$17,035	\$100,285

[^] No disposal brokerage is charged on GEI Securities that fall in value below their GEI Security Loan Amount.

* This does not take into account any costs, including any interest payments or tax obligations, associated with your investment or the time value of money.

If you repay the Loan Amount for all GEI Securities:

- you will need to repay \$100,000 in loan principal, and you will retain ownership of your entire GEI plus portfolio with a value of \$201,392 at maturity.

If you request the disposal of your GEI Securities:

- you will receive the proceeds from the disposal of these GEI Securities of \$201,392, less \$100,000 loan principal and \$1,108 in brokerage fees. In this example, you will receive \$100,285 in cash.

In this example, each year throughout the term of your GEI plus Facility you will pay \$11,500 in interest costs, receive \$4,000 in Distributions, and benefit from \$1,714 in franking credits.

The following three examples assume the following:

At the start of the loan term:

- you apply, and are approved for, a \$100,000 Loan Amount
- you choose to invest your loan proceeds equally across four GEI Securities⁶
- you pay a 0.55 per cent brokerage fee on the purchase value of your GEI Securities (inclusive of GST)⁷
- the term of your GEI plus Facility is 5 years
- you have elected to fix your interest rate for the term of the loan at 11.5 per cent per annum.

Throughout the term:

- the selected GEI Securities aggregate to yield a Distribution of \$4,000 per annum fully franked, and you are eligible to claim franking credits
- the company tax rate is 30 per cent,

At maturity:

- you decide to either:
 - repay the loan on only the GEI Securities that have increased in value or
 - instruct Macquarie to exercise its rights as mortgagee and dispose of your GEI Securities at maturity to satisfy your obligations under your loan, and
- you have no outstanding interest or fee payment obligations under your Facility or any Interest Prepayment Loan (if applicable).

For ease of illustration, the number of GEI Securities purchased is displayed rounded to the nearest whole number, and all dollar amounts are displayed rounded to the nearest dollar.

⁶ For simplicity of calculation, it is assumed that a fractional amount of shares can be purchased.

⁷ The Brokerage fee of 0.55 per cent (including GST) is funded from your Loan Amount, this means you will be able to invest \$99,453 into GEI Securities and will pay \$547 in brokerage fees.

Example 2 – Some of your chosen GEI Securities increase in value

At the maturity of your Facility, where you do not repay the loan, Macquarie may exercise its rights under the Mortgage and dispose of your GEI Securities. As the limited recourse protection operates separately in respect of each GEI Security, Macquarie will not offset the losses from one GEI Security in your portfolio against the gains referable to another GEI Security in your portfolio.

As can be seen in the table below, in this example Securities B and D have fallen in value. However you will not be required to pay the shortfall between your Loan Amount referable to those GEI Securities and their disposal proceeds, nor will the gains made on the remaining GEI Securities in the portfolio be used to pay this shortfall. As can be seen in the table below, Securities A and C have increased in value.

Example 2	Security A	Security B	Security C	Security D	Total
Initial purchase price	\$10	\$10	\$10	\$10	
Number of GEI Securities purchased	2,486	2,486	2,486	2,486	
Initial value of selected GEI Securities	\$24,863	\$24,863	\$24,863	\$24,863	\$99,453
0.55% (including GST) brokerage on purchase	\$137	\$137	\$137	\$137	\$547
GEI Security Loan Amount	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Price at maturity	\$27	\$5	\$15	\$6	
Value of GEI Securities at maturity	\$67,131	\$12,432	\$37,295	\$14,918	\$131,775
0.55% (including GST) brokerage on disposal [^]	\$369	\$68	\$205	\$82	\$725
Disposal receipts without GEI plus protection [*]	\$41,762	-\$12,637	\$12,090	-\$10,164	\$31,050
Disposal receipts with GEI plus protection [*]	\$41,762	\$0	\$12,090	\$0	\$53,851

[^] No disposal brokerage is charged on GEI Securities that fall in value below their GEI Security Loan Amount.

^{*} This does not take into account any costs, including any interest payments or tax obligations, associated with your investment or the time value of money.

If you repay the GEI Security Loan Amount on Securities A and C:

- you will need to repay \$50,000 in loan principal, and you will retain ownership of your holdings of Security A and C with a value of \$104,426 at maturity.

If you request the disposal of your GEI Securities:

- you will receive \$104,426 in proceeds from the disposal of Securities A and C, less \$50,000 loan principal and \$574 in brokerage fees. In this example, you will receive \$53,851 in cash.

In this example, each year throughout the term of your GEI plus Facility you will pay \$11,500 in interest costs, receive \$4,000 in Distributions, and benefit from \$1,714 in franking credits.

4. Examples of investing through a GEI plus Facility

Example 3 – All of your chosen GEI Securities have decreased in value

Under the limited recourse provisions of your GEI plus Facility, Macquarie is only able to use the value realised in disposing of your GEI Securities to repay your Loan Amount. As can be seen in the table below, all of the GEI Securities in your portfolio have decreased in value.

Example 3	Security A	Security B	Security C	Security D	Total
Initial purchase price	\$10	\$10	\$10	\$10	
Number of GEI Securities purchased	2,486	2,486	2,486	2,486	
Initial value of selected GEI Securities	\$24,863	\$24,863	\$24,863	\$24,863	\$99,453
0.55% (including GST) brokerage on purchase	\$137	\$137	\$137	\$137	\$547
GEI Security Loan Amount	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Price at maturity	\$2	\$4	\$8	\$7	
Value of GEI Securities at maturity	\$4,973	\$9,945	\$19,891	\$17,404	\$52,213
0.55% (including GST) brokerage on disposal [^]	\$27	\$55	\$109	\$96	\$287
Disposal receipts without GEI plus protection*	-\$20,055	-\$15,109	-\$5,219	-\$7,691	-\$48,074
Disposal receipts with GEI plus protection*	\$0	\$0	\$0	\$0	\$0

[^] No disposal brokerage is charged on GEI Securities that fall in value below their GEI Security Loan Amount.

* This does not take into account any costs, including any interest payments or tax obligations, associated with your investment or the time value of money.

As a result, you will not receive any payment at maturity but you will not be required to pay the shortfall between your Loan Amount and the disposal proceeds of your GEI Securities.

In this example, each year throughout the term of your GEI plus Facility you will pay \$11,500 in interest costs, receive \$4,000 in Distributions, and benefit from \$1,714 in franking credits. In this example you would have lost money on your investment using a GEI plus Facility.

4.2 Recovery of interest costs and applicable fees

Borrowing to invest in your selected GEI Securities represents a geared exposure to those securities. The level of positive performance required before you begin to make a positive return on your investment is therefore greater than required from an ungeared exposure.

If the value of your investment in your selected GEI Securities, including any Distributions paid throughout the term of the loan and franking credits, if applicable, does not increase by an amount sufficient to recover your interest and other costs then you will have lost money on your investment over this period. This does not take into account the time value of money.

If you have chosen to utilise an Interest Prepayment Loan to fund your interest payment, the level of positive performance required before you begin to make a positive return on your investment is greater than if you had not utilised the Interest Prepayment Loan.

5. Risks

The risks set out below should be considered before you make any decision in relation to borrowing under a GEI plus Facility and making an investment in GEI Securities. However this outline is not a comprehensive summary of all of the risks or other relevant considerations relating to GEI plus. In particular, if you are considering an investment in an MIS, please ensure that you download and read the product disclosure statement for the MIS which is available at macquarie.com.au/protectedlending, or alternatively contact Client Service on 1800 080 033 to obtain a copy.

Please seek professional legal, taxation and financial advice to determine whether the GEI plus Facility is appropriate for you. You should consider the particular risks listed below and any other risks that are relevant to your individual circumstances and financial position.

5.1 Performance risk

The value of the GEI Securities you choose may go down by a material amount, even over a short period of time. Investing in highly volatile conditions implies a greater level of risk of poor investment performance than an investment in a more stable market.

5.2 Borrowing to invest

By using a GEI plus Facility to invest in your chosen GEI Securities, your investment is leveraged. Leverage will magnify gains and losses on your investment compared to an unleveraged direct holding in an ASX listed security or a registered MIS. You should not invest using a GEI plus Facility unless you are comfortable with the risks of investing using leverage.

If you choose to apply, and are approved for, an Interest Prepayment Loan this may further increase your leverage risk and the costs of your investment.

5.3 Breakeven risk

There is a material risk that you will lose money on your GEI plus Facility. That is, the total value of your returns at maturity (if any) and Distributions from your GEI Securities (if any) throughout the term of your loan could be less than your total interest payments and other costs (including break costs).

You should be aware that there is no assurance as to the level of Distributions (if any) payable to you from the GEI Securities in which you invest using a GEI plus Facility or that the Distributions (if any) will be sufficient or paid at a time suitable to help you meet your interest or other payment obligations under the loan. Further, Macquarie may require that any Distributions are reinvested into Further Securities, which means that you will not receive any cash Distributions throughout the term. It is important that you have set aside independent resources which will enable you to pay any tax in respect of this income and interest and other costs payable under the loan from time to time. In addition, you should take into account the effect of the time value of money.

What is the time value of money?

This is the idea that money available at the present time is worth more than the same amount in the future, due to its potential earning capacity. For example, assuming a 5 per cent interest rate, \$100 invested today will be worth \$105 in one year (\$100 multiplied by 1.05). Conversely, \$100 received one year from now is only worth \$95.24 today (\$100 divided by 1.05), assuming a 5 per cent interest rate.

5.4 Early termination risk

Under the Loan and Security Agreement Macquarie has the power to terminate any loan or declare it to be immediately due and payable in certain circumstances, including, for example, where you fail to pay any amount due under the Facility. Also, you may choose to terminate your GEI plus Facility early. In either case, you will still receive the benefit of the limited recourse nature of your loan. However you will need to pay any break costs, interest charges, fees and other costs that may apply. You should note that break costs associated with early termination of your Facility may be significant. In addition, you will have to pay back any outstanding interest and principal on any Interest Prepayment Loan immediately in these circumstances. Please see section 7 – ‘Early closure of my GEI plus Facility’ for further details.

You will no longer have exposure to your GEI Securities or any entitlement to any further Distributions.

5.5 Interest rate risk

Fluctuations in interest rates can increase the cost of servicing your GEI plus Facility. If you have not fixed your interest rate for the loan term, there is a risk that the interest rate applicable to your Facility may increase during the term. If this happens the cost of servicing your GEI plus facility will also increase and there would be a greater risk that your interest costs may exceed your returns.

Conversely, if you do elect to fix your interest rate, fluctuations in interest rates may also result in variable interest rates being lower than the fixed interest rate that you have selected.

5.6 Liquidity risk

There is a risk that your ability to close out your GEI plus Facility early or to sell your GEI Securities may be limited as a result of a lack of liquidity in the market for your GEI Securities.

From time to time securities listed on the ASX may be suspended or delisted from trading. If you have elected to invest in an MIS, there are circumstances in which the responsible entity for the MIS may suspend redemptions from the MIS. If any of these events occur, the market for those securities will be, or may become illiquid and may prevent Macquarie from unwinding your position in that security. In such circumstances or where in the reasonable opinion of Macquarie such circumstances are likely to occur, this will be an Event of Default and we may, but are not obliged to:

- require you to repay the Loan Amount together with accrued interest and other moneys due, including any associated break costs, and
- exercise our rights under the Mortgage and dispose of your GEI Securities.

Where Macquarie is unable to arrange the disposal of some or all of your GEI Securities at maturity, Macquarie may extend the Final Maturity Date for the portion of the Loan Amount to which those GEI Securities relate. The Final Maturity Date may be extended until those GEI Securities can be disposed of and their proceeds realised, and you will be required to continue to pay interest until that time.

5.7 Counterparty risk

The value of your GEI plus Facility depends on, among other things, the ability of Macquarie to fulfil its obligations in relation to the GEI plus Facility. You must make your own assessment of the ability of Macquarie to meet its obligations.

Macquarie's obligations in respect of your GEI plus Facility are unsecured contractual obligations which rank equally with its other unsecured contractual obligations and debt except those mandatorily preferred by law. Failure by Macquarie to comply with these obligations may result in your investment being worth less than it may otherwise have been. You should make your own assessment of Macquarie's creditworthiness and the ability of Macquarie to meet its obligations under a GEI plus Facility. Information concerning the financial performance of Macquarie is available from our website at macquarie.com.au/mgl/au/about-macquarie-group/investor-relations.

5.8 Your Investment Decisions

Macquarie does not recommend, or guarantee the performance of, any security or pre-selected portfolio included on the Approved List of Securities. You are responsible for selecting the GEI Securities that you invest in. The value of, and returns (if any) from your investment in GEI Securities will depend on your own investment decisions.

5.9 Diversification risk

Diversification of an investment portfolio can be used as part of your overall risk management to limit your exposure to failure or underperformance of any one investment. As the number of GEI Securities in your GEI plus portfolio is limited, this limits the level of diversification of your portfolio and the risks associated with your portfolio may therefore be increased.

5.10 Disposal risk

Where you instruct Macquarie to dispose of, or Macquarie is required to dispose of, some or all of your GEI Securities, subject to Macquarie's obligations to sell at Market Value, Macquarie is not obliged to arrange the disposal of the GEI Securities at a particular value or time, and will determine, at its discretion, which GEI Securities are disposed of and at which time they are disposed of. This may occur prior to maturity or at maturity. Market movements will affect the value at which GEI Securities are disposed.

5.11 Corporate action risk

Where a corporate action occurs with respect to any GEI Securities within your GEI plus portfolio, you may be required to provide additional funds to protect Macquarie's security position. Please see section 11 – 'Corporate actions' for further details.

5.12 Taxation risk

Taxation issues are complex and taxation laws, their interpretation and associated administrative practises may change over the term of your loan.

Macquarie has obtained a Product Ruling (PR 2013/15) from the ATO confirming the amount and timing of deductions in respect of interest payments on the Facility. However this Product Ruling is unlikely to cover all investors, for example investors who roll-in an existing share holding into a GEI plus Facility or investors who utilise the Limited Trading feature.

Please ensure that you read section 10 – 'Tax summary'. As the taxation implications for each potential investor may be different, Macquarie recommends you consult your tax adviser before deciding whether to invest.

5.13 Change of law risk

Changes in law or their interpretation, including taxation and corporation regulatory laws, practice and policy could have a negative impact on the returns to investors.

6. What happens at the end of my GEI plus Facility?

6.1 Options at maturity

Prior to the maturity of your GEI plus Facility, Macquarie will write to you setting out the options that are available to you on maturity. You will be asked to confirm your election in writing within five Business Days prior to your Final Maturity Date.

As each GEI Security is treated individually, Macquarie will not offset the losses from one GEI Security in your portfolio against the gains referable to another GEI Security in your portfolio when exercising its rights under the Mortgage. The Loan Amount referable to each GEI Security in your portfolio (or GEI Security Loan Amount) will be displayed on your Loan Statements and online via GearUp.

6.1.1 What happens to my “profitable” GEI Securities at maturity?

Macquarie may offer you the following options for your “profitable” GEI Securities (ie those GEI Securities that have increased in value to be above their GEI Security Loan Amount). You may choose a single election across all profitable GEI Securities, or different elections for each profitable GEI Security.

1. Repay your Loan Amount using your own proceeds and keep your GEI Securities

You may choose to repay your Loan Amount from your own resources and to keep your GEI Securities.

2. Dispose of some of your GEI Securities, repay your Loan Amount and keep any remaining GEI Securities

You may choose to instruct Macquarie to exercise its rights under the mortgage and dispose of some of your GEI Securities by giving notice at least five Business Days before the Final Maturity Date. Macquarie will use the proceeds from the disposal of those GEI Securities, less the brokerage fee, to satisfy your obligations under your loan referable to those GEI Securities; then apply the remaining proceeds satisfying the loan obligations referable to the GEI Securities that you wish to keep.

In order to receive the proceeds from the disposal of your GEI Securities in time to repay your Facility on the Final Maturity Date, your GEI Securities may be disposed of up to five Business Days prior to the Final Maturity Date. Your GEI Securities will be disposed of at their Market Value on the date of disposal.

If your GEI Securities are disposed of at any time during this period, you will still be required to pay interest on your Facility until the Final Maturity Date. You should also be aware that you will no longer have any exposure to your GEI Securities from the date that they are disposed of.

3. Dispose of your GEI Securities, repay your Loan Amount and receive any gains as cash

You may choose to instruct Macquarie to exercise its rights under the Mortgage and dispose of all of your GEI Securities. Macquarie will use the proceeds from the disposal of your GEI Securities, less the brokerage fee, to satisfy your obligations under your loan referable to those GEI Securities. You will receive any gains on the disposal of your GEI Securities (less applicable costs and expenses) paid to you in cash.

In order to receive the proceeds from the disposal of your GEI Securities in time to repay your Facility on the Final Maturity Date, your GEI Securities may be disposed of up to five Business Days prior to the Final Maturity Date. Your GEI Securities will be disposed of at their Market Value on the date of disposal.

If your GEI Securities are disposed of at any time during the five Business Days prior to the maturity of your Facility, you will still be required to pay interest on your Facility until the Final Maturity Date. You should also be aware that you will no longer have any exposure to your GEI Securities from the date that they are disposed of.

4. Roll over your GEI Securities to a new GEI plus Facility for another term⁸

Subject to approval from Macquarie, you can elect to roll your profitable GEI Securities into a new GEI plus Facility.

Please note, the ATO Product Ruling does not address the tax implications of rolling-in to a new GEI plus Facility. We recommend you seek independent tax advice to understand the potential consequences for your own personal tax circumstances of using this feature.

6.1.2 What happens to my “unprofitable” GEI Securities at maturity?

Unless you have repaid the loan early, Macquarie will dispose of the “unprofitable” GEI Securities (ie those GEI Securities that are worth less than their GEI Security Loan Amount) on your behalf, to satisfy your obligations under the loan. You will not be required to pay the shortfall between your Loan Amount referable to those GEI Securities and their disposal proceeds, nor will any gains made on the remaining GEI Securities in the portfolio be used to pay the shortfall.

⁸ You should seek professional advice about the taxation implications of rolling your GEI Securities into a new GEI plus Facility.

6.2 What happens if I do not make an election?

Where we do not receive your written election within five Business Days prior to your Final Maturity Date we will dispose of all of your GEI Securities to satisfy your obligations under your loan and, if you have any “profitable” GEI Securities, we will pay to you in cash the gains on the disposal of those “profitable” GEI Securities (less the brokerage fee, and any other applicable costs and expenses).

In order to receive the proceeds from the disposal of your GEI Securities in time to repay your Facility on the Final Maturity Date, your GEI Securities may be disposed of up to five Business Days prior to the Final Maturity Date. Your GEI Securities will be disposed of at their Market Value on the day that they are disposed of.

If your GEI Securities are disposed of at any time during the five Business Days prior to the maturity of your Facility, you will still be required to pay interest on your Facility until Maturity. You should also be aware that you will no longer have any exposure to your GEI Securities from the date that they are disposed of.

6.3 What happens if Macquarie is unable to dispose of my GEI Securities?

If Macquarie is unable, after making reasonable endeavours, to arrange the disposal of some or all of your GEI Securities, for example where listed securities have been suspended from trading or where the responsible entity of an MIS has suspended redemptions, we will be unable to unwind the Loan Amount referable to those GEI Securities. If this occurs you may be required to continue to pay interest on the portion of your Facility that we are unable to unwind until such time as we are able to dispose of your GEI Securities and unwind the remainder of the loan. Alternatively, you may choose to repay any remaining Loan Amount with your own funds and retain your GEI Securities.

7. Early closure of my GEI plus Facility

A GEI plus Facility is designed to be held until the Final Maturity Date. Where you choose to close part or all of your GEI plus Facility prior to maturity you will be required to pay break costs. These break costs may be significant and reflect the cost to Macquarie of unwinding your loan and limited recourse protection. In addition to break costs, you may also be required to pay an Early Repayment Fee, outstanding interest, and additional fees and expenses.

You may be charged the following fees and expenses upon early closure of your GEI plus Facility:

- Break costs (please refer to section 7.2 – ‘Break costs’ for additional information on break costs)
- Early Repayment Fee (please refer to section 7.3 – ‘Early Repayment Fee’ for additional information on the Early Repayment Fee)
- Brokerage fee (please refer to section 8 – ‘Fees and expenses’ for additional information on brokerage fees), and
- any outstanding interest due.

Macquarie may require that a partial unwind involve your entire holding of any investment in a particular GEI Security.

Please note that if you invest in an MIS using your GEI plus Facility you may have certain cooling off rights under the Corporations Act 2001 (Cth) in relation to the MIS. Please refer to the product disclosure statement for the relevant MIS for more information. However, if you wish to exercise those rights with respect to an MIS which is also a GEI Security, break costs, an Early Repayment Fee, outstanding interest, and additional fees and expenses will still be payable under the terms of your GEI plus Facility as a result of the early termination.

7.1 Options for early closure of my GEI plus Facility

If you choose to close all or part of your GEI plus Facility prior to maturity you may choose one of the following options for each of your GEI Securities:

- repay your Loan Amount, any outstanding interest and any fees applicable to an early termination (including any applicable break costs and Early Repayment Fee) using your own funds, and keep your GEI Securities
- instruct Macquarie to exercise its rights under the mortgage, dispose of all of your GEI Securities and use the proceeds from the disposal to pay the brokerage fee, repay the relevant GEI Security Loan Amounts, then pay any outstanding interest and any fees applicable to an early termination (including any applicable break costs and Early Repayment Fee):
 - where there are proceeds remaining, these will be paid to you, or
 - where there is a shortfall, you will be required to pay any outstanding interest and any fees applicable to your early termination to us
- any other option that Macquarie may, in its absolute discretion, offer.

You should be aware that where you instruct Macquarie to exercise its rights under the mortgage and dispose of all of your GEI Securities, in circumstances where your GEI Securities have increased in value, the proceeds received in excess of the GEI Security Loan Amount will be used to pay any applicable break costs and Early Repayment Fee. Any break costs and Early Repayment Fee payable on early termination of your Facility do not fall within the limited recourse provisions of the Facility and accordingly, where the proceeds from the disposal of your GEI Securities are insufficient to pay any applicable break costs and Early Repayment Fee, you will be required to pay these costs from your own funds.

Your GEI Securities will be disposed of at the Market Value for those securities on the day that your request to terminate all or part of your GEI plus Facility is processed. Where Macquarie receives your early termination request before 12:00pm on any Business Day, your request will generally be processed on that Business Day. Where your early termination request is received after 12:00pm, your request will generally be processed on the next Business Day.

Where you have requested that Macquarie exercises its rights under the Mortgage and disposes of your GEI Securities, your Facility will not be terminated until the proceeds from the disposal of your securities have been received. Your interest payment obligations will continue until your Facility is terminated.

Where Macquarie is unable to arrange disposal of some or all of your GEI Securities, for example where your GEI Securities are suspended from trading, we will be unable to process your early termination request. Please refer to section 6.3 ‘What happens if Macquarie is unable to dispose of my GEI Securities?’ for further information.

7.2 Break costs

Where you choose to close your GEI plus Facility early, you may be required to pay break costs to Macquarie which reflect the cost of unwinding the loan.

The table below shows some of the factors which may affect the break costs associated with unwinding the limited recourse feature of your loan, and how changes in those factors since your loan was drawn down (assuming all other variables are constant) may affect your break costs.

Variable	Change in variable	Effect on break costs
How much your GEI Securities have moved away from their initial value	▲	▲
A change in expected volatility of the GEI Security or Securities	▲	▼

You should be aware that:

1. other factors including current and forecasted economic conditions (eg inflation) may affect the break costs associated with unwinding your limited recourse protection and therefore of unwinding your loan, and
2. there may be simultaneous moves in two or more variables listed above. It is likely that these variables will move independently and concurrently and a change that might otherwise be caused by the movement in one variable could be partially or entirely offset by the movement in another variable. In addition, movements in some variables may, depending on the circumstances, have a greater affect than movements in other variables.

If the interest rate on your Loan Amount is fixed, the break costs payable to Macquarie will also reflect the cost to Macquarie of unwinding your fixed interest rate loan early.

The break costs payable relating to the unwind of your fixed interest rate loan will be calculated based on your Loan Amount (or the portion of which you are unwinding), the number of days remaining between the date that you repay your Loan Amount and the next scheduled Interest Reset Date advised in your Loan Statement and the difference between the fixed interest rate specified in the relevant Loan Statement and the applicable fixed Interest Rate applying on the date that you choose to repay your Loan Amount.

Please note that break costs associated with an early unwind of your GEI plus Facility may be significant. On request, we can provide you with a free indicative quote (subject to a maximum of one quote per quarter and thereafter at a cost of \$100 per quote) for unwinding part or all of your Facility. This quote will outline the approximate costs involved, and, where you unwind only part of your Facility, any change to your interest rate. This quote is an estimate only and actual unwind costs may vary from the amounts quoted.

7.3 Early Repayment Fee

The Early Repayment Fee you will be charged will depend on when during your loan term you unwind part or all of your GEI plus Facility. This fee is designed to recover Macquarie's costs and expenses in administering and unwinding the loan.

Where you unwind all or part of your Loan Amount:

- at any time up to three months prior to maturity, the Early Repayment Fee will be equal to one month's interest of the unwound Loan Amount plus
 - where you unwind within a year of the Drawing, an additional 1 per cent of the unwound Loan Amount, or
- within three months of the Final Maturity Date, there will be no Early Repayment Fee payable.

7.4 When Macquarie can close your loan prior to maturity

Please note that Macquarie can terminate all or part of your loan prior to maturity if an Event of Default occurs under the Loan and Security Agreement. For example, where:

- you fail to pay any amount due under the Facility
- an insolvency event happens with respect to you
- any of your GEI Securities that are listed on the ASX cease, or are likely to cease, to be quoted on the ASX
- any of your GEI Securities are MISs for which redemptions have been suspended, or are likely to be suspended, by the responsible entity, or
- where there has been an event or change which, in Macquarie's reasonable opinion, has a material adverse effect on the financial condition of you, or any Guarantor or ability of any of you to perform your loan obligations or which affects Macquarie's ability to enter into or exercise its rights under any risk hedging instrument required to manage its risks under the Facility.

For more information about what constitutes an Event of Default, please refer to clause 13 of the Loan and Security Agreement.

Upon the occurrence of an Event of Default Macquarie is entitled to enforce all the rights of the Owner in respect of the GEI Securities including the right to receive all Distributions in respect of the GEI Securities and to dispose of the GEI Securities at Market Value.

Macquarie may in certain circumstances also terminate the loan if a corporate action occurs with respect to any GEI Securities held within your GEI plus portfolio (please refer to section 11 – 'Corporate actions' for further details), in the event of a Material Adverse Change (as defined under clause 25.18 of the Loan and Security Agreement) or where it becomes unlawful for Macquarie to maintain your Facility or perfect the Mortgage.

You will be required to pay all break costs, any Early Repayment Fee, and other fees and expenses described in this section 7 if you elect to or Macquarie determines to close your investment loan prior to maturity.

8. Fees and expenses

8.1 Fees and other costs

The table below shows fees and other costs that you may be charged. These fees and costs may be funded by your loan, or deducted from the returns on your investment or from the assets within your GEI plus Facility.

You should read all of the information about fees and charges, as it is important to understand their impact on your investment using GEI plus.

Summary of fees and costs associated with a GEI plus Facility

Type of fee or cost	Amount	How and when paid
Interest	Interest is charged on your Loan Amount as described in section 3 'Loan and interest details'.	This cost will be paid: <ul style="list-style-type: none"> by direct debit from your nominated bank account, or via an Interest Prepayment Loan (subject to approval by Macquarie). Principal and interest payments for the Interest Prepayment Loan will subsequently be direct debited from your nominated bank account.
Brokerage Fee	A Brokerage fee will normally be charged at a rate of 0.55 per cent (inclusive of GST) of the transaction value on purchases and disposals initially and during the term.	This fee is payable: <ul style="list-style-type: none"> on the initial purchase of any GEI Securities, and/or on the purchase or disposal of any GEI Securities during the term of your Facility, including at maturity or if you use the Limited Trading feature. This fee will be paid: <ul style="list-style-type: none"> from your Loan Amount at the commencement of your Facility when your GEI Securities are purchased and/or from the proceeds of the sale of any GEI Securities, in the event that you sell some or all of the securities in your portfolio, and/or from the funds that are used to purchase any additional GEI Securities to be held in your GEI plus portfolio. Please note: <ul style="list-style-type: none"> Macquarie may decide to charge a lower brokerage fee than the normal or agreed rate, and the brokerage fee you will pay is inclusive of GST.
Security registration fee	When a mortgage is required to be entered on any register, we currently charge a security registration fee. The fee we charge you will be equal to the cost borne by us in registering the mortgage.	This fee is payable: <ul style="list-style-type: none"> at the end of the month in which your loan is approved. This fee will be paid: <ul style="list-style-type: none"> by direct debit from your nominated bank account.
Security release fee	When we are required to release a pre-existing security interest on any register or where we effect a partial or full release of our security in relation to your GEI plus Facility Mortgage, we may charge a security release fee. This security release fee will be equal to the cost borne by us of releasing the security interest.	This fee is payable: <ul style="list-style-type: none"> on account closure, and/or on each occasion that a pre-existing security interest is released. This fee will be paid: <ul style="list-style-type: none"> by direct debit from your nominated bank account.
Requesting information	Requests for the retrieval of archived or historical information about your GEI plus Facility may incur a fee (currently \$50 plus \$10 per page of information provided, for collating, sorting and sending that information).	The fee will be paid: <ul style="list-style-type: none"> by direct debit from your nominated bank account.

Type of fee or cost	Amount	How and when paid
Repaying your loan early	Costs associated with repaying your Loan Amount or disposing of your GEI Securities.	Where you elect to repay, in whole or in part, your Loan Amount early or your Loan Amount is required to be repaid early, in whole or part, you will be required to pay the costs associated with the early closure. This may include break costs and an Early Repayment Fee. Please refer to section 7 – ‘Early closure of my GEI plus Facility’ for more information.
Corporate actions	You may be required to contribute additional funds as a result of a corporate action to acquire Further Securities or to make up any shortfall in Macquarie’s security interest as a result of tax being withheld.	Please refer to section 11 – ‘Corporate actions’ for more information.
Dishonours	Where a direct debit from your nominated bank account dishonours, or where a cheque deposit to your Facility dishonours, a fee equal to \$50 applies.	This fee is payable: <ul style="list-style-type: none"> on each occasion where a payment dishonour occurs. This fee will be: <ul style="list-style-type: none"> by direct debit from your nominated bank account.
Transfer of facility fee	A fee equal to \$1,000 is payable where the GEI plus Facility or the underlying GEI Securities are transferred via a Deed of Novation.	This fee is payable: <ul style="list-style-type: none"> in the event that you request a transfer of your Facility. This fee will be: <ul style="list-style-type: none"> by direct debit from your nominated bank account.
Withdrawal fee	A fee equal to \$10 is payable when funds under the Facility are drawn by cheque, or \$35 when funds are drawn by telegraphic transfer.	This fee is payable: <ul style="list-style-type: none"> in the event that funds under the Facility are drawn by cheque or telegraphic transfer. This fee will be: <ul style="list-style-type: none"> by direct debit from your nominated bank account.
Unwind Quote Request Fee	A fee equal to \$100 is charged on request of an indicative unwind quote (note you may request a maximum of one quote per quarter with no fee charged).	This fee is payable: <ul style="list-style-type: none"> in the event that you request more than one indicative unwind quote for that quarter. This fee will be: <ul style="list-style-type: none"> by direct debit from your nominated bank account.
MIS Fees	Additional costs may be charged in relation to an investment in a MIS by the responsible entity of that MIS.	Please refer to section 8.2.1 – ‘Costs associated with Managed Investment Schemes’ for more information.

Please note that the above costs and fees are currently those which you will be charged and we reserve the right to add to and/or change any costs and fees. Costs and fees can be amended by Macquarie. Macquarie will provide you with 30 days notice of such changes by way of an update on the GEI plus website at macquarie.com.au/protectedlending, but any variations shall only be applicable after your next Interest Reset Date.

Examples of the type of circumstances where fees are likely to increase are:

- an external party increases their fees which we then pass on to you (for example where we are charged by a third party for registering or releasing a Mortgage), and
- an administrative cost increases (for example the cost of retrieving information or processing loans).

All fees and costs quoted above are GST inclusive (if applicable).

8.2 Additional explanation of fees and costs

8.2.1 Costs associated with Managed Investment Schemes

Where you choose to include MISs in your GEI plus portfolio, you should be aware that the MIS may charge additional fees and expenses such as management fees. Any additional fees and expenses charged will affect the performance of your GEI plus investment. You should ensure that you are aware of any additional fees and costs charged by an MIS into which you choose to invest. This information is available in the product disclosure statement for the relevant MIS, a link to which is available on the GEI plus website at macquarie.com.au/protectedlending or which can be requested from Client Service on 1800 080 033.

8.2.2 Financial adviser remuneration

Your adviser may receive additional fees paid by you. Your adviser must disclose these to you in a Financial Services Guide and/or a Statement of Advice.

We do not pay any commissions to financial advisers. However, you may agree to pay your adviser a fee for any financial advice they provide to you. We can facilitate this payment through an 'Adviser Payment Arrangement'. For more information see your 'Adviser Payment Arrangement' product disclosure statement, available by contacting us.

9. Limited Trading feature

The Limited Trading feature allows you to trade in and out of your GEI Securities during the term of the loan.

9.1 How does the Limited Trading feature work?

If any of the GEI Securities in your portfolio increase in value by more than 5 per cent above their GEI Security Loan Amount (the portion of the Loan Amount referable to those GEI Securities), you can request that those GEI Securities be disposed of on your behalf with the ability to re-purchase them at a later date. Macquarie may refuse a request to use the Limited Trading feature in its discretion.

If the price of the relevant GEI Security subsequently falls, you can re-purchase the same number of the same GEI Security at the lower price with your original disposal proceeds at any time, and you will be entitled to keep any of the original disposal proceeds that are not used to re-purchase your GEI Securities. If the price of the GEI Security subsequently rises and you wish to re-purchase that security, you will be required to contribute additional funds to pay for any shortfall.

Where Macquarie accepts and arranges a trade under the Limited Trading feature on your behalf, the entire proceeds (after deducting any brokerage fee due) from the disposal of any GEI Security will be invested in a Cash Trust and will form part of your loan security. Where you have used the Limited Trading feature Macquarie may require re-investment of Distributions from the Cash Trust (if any) to be used to purchase additional Cash Trust units which will also form part of your loan security. Consequently, you will be unable to redeem any of your investment in the Cash Trust, arising from the use of the Limited Trading feature, without our consent until the time you decide to either re-purchase the same GEI Security or repay the GEI Security Loan Amount and any associated break costs, interest and fees.

If you intend to use the Limited Trading feature you should read the product disclosure statement for the Cash Trust, which is available on the GEI plus website at macquarie.com.au/protectedlending or alternatively contact Client Service on 1800 080 033 to obtain a copy.

9.2 Restrictions on using the Limited Trading feature

Macquarie may refuse a request to use the Limited Trading feature in its discretion.

You may only use the Limited Trading feature for those GEI Securities that have risen in value above their GEI Security Loan Amount by more than 5 per cent.

If you choose to use the Limited Trading feature, you must trade all of the GEI Securities of a particular type. For example, if you own 1,000 BHP shares and you choose to use the Limited Trading feature, you will be required to sell all 1,000 BHP shares in your GEI plus portfolio. Subsequently, if you choose to re-purchase BHP shares, you will be required to re-purchase 1,000 BHP shares. Please note, the number of GEI Securities you will be required to re-purchase may be different if there has been a corporate action on that GEI Security since you disposed of it.

9.3 What costs are associated with utilising the Limited Trading feature?

Executing a trade using this feature incurs the normal brokerage fee of 0.55 per cent per trade (inclusive of GST) as well as any stamp duty costs (if applicable).

You should be aware that when your GEI Securities are disposed of under the Limited Trading feature and the disposal proceeds are invested into a Cash Trust, your GEI Security Loan Amount and the interest rate payable on your Facility will remain unchanged.

Where you elect not to re-purchase your original GEI Securities and decide to unwind the GEI Security Loan Amount, break costs and other fees and expenses may be payable. You should be aware that break costs associated with an early unwind of your GEI plus Facility may be significant. Please refer to section 7 – 'Early closure of my GEI plus Facility' for further information.

9.4 How to apply

You may request Macquarie to arrange a trade under the Limited Trading feature on your behalf by providing an instruction to Macquarie in writing. Once we receive your written instruction, your request (assuming it is accepted by Macquarie) will be processed as follows.

For GEI Securities that are:

- ASX listed, if we receive your request by 12:00pm on a Business Day, your securities will generally be traded at the market closing price for that security on the day that we receive your request. If your request is received after 12:00pm or on a non-Business Day, your securities will generally be traded at the market closing price for that security on the next Business Day.
- MISs, if we receive your request by 12:00pm on a Business Day, we will submit a redemption request (or, application request, as applicable) to the responsible entity of the MIS on that day. If your request is received after 12:00pm or on a non-Business Day, we will generally submit a redemption request (or, application request, as applicable) on the next Business Day. Macquarie is not responsible for any delays in your redemption or application being accepted by the responsible entity or the redemption or application price you receive.

Before deciding to use the Limited Trading feature you should carefully consider the possible consequences, including:

- **the interest rate payable on your Facility will remain unchanged, even when your disposal proceeds are invested in a Cash Trust**
- **break costs associated with an early unwind in whole or in part of your GEI plus Facility where you elect to redeem your units in the Cash Trust and do not re-purchase your GEI Securities**
- **the requirement to contribute additional capital to re-purchase a GEI Security which has increased further in value since you disposed of it, and**
- **taxation implications of trading in and out of GEI Securities as well as potential implications for the deductibility of interest under your loan.**

10. Tax summary

This tax summary outlines the key Australian income tax and stamp duty implications arising for investors who borrow funds under a GEI plus Facility. This tax summary is based on Australian tax laws in force or proposed and administrative practices generally accepted as at the date of this GEI plus Brochure. You should be aware that these laws and practices may change and that any changes may give rise to a different taxation outcome. All references in this tax summary to legislative provisions are to provisions of the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 (together, the **Tax Act**), unless otherwise stated.

The information contained in this summary is of a general nature only. It does not constitute legal or tax advice and does not seek to address all of the tax issues that may be relevant to you. You should seek your own independent tax advice relevant to your own particular facts and circumstances.

Furthermore, the summary is limited in scope to the key tax implications for investors who are residents of Australia for tax purposes, who acquire their GEI Securities under the GEI plus Facility, who hold their GEI Securities on capital account and whose dealings are all at arm's length. It also does not apply to those investors in circumstances outlined in section 10.6. It assumes that investors have a genuine intention of holding their GEI Securities until such time as they derive assessable income (other than capital gains) from the investment that exceeds their deductible expenditure, and that for any GEI Securities that are units in a trust, the trust is or will be treated as a "fixed trust" and "widely held" for income tax purposes.

10.1 Tax treatment of your interest payments

Under general taxation principles (which may be affected by the capital protected borrowing rules discussed in section 10.1.1 below), you should be able to claim a tax deduction for any interest payable in respect of a GEI plus Facility and any Interest Prepayment Loan to the extent you use the Loan Amount to acquire the GEI Securities and you have the genuine intention of holding your GEI Securities until such time as you derive assessable income (other than capital gains) from the investment that exceeds your deductible expenditure. Accordingly, it will be necessary for you to demonstrate that, at the time you acquired your GEI Securities, you had this clear intention. In particular, if you expect to dispose of your GEI Securities without having derived sufficient non capital gains assessable income from your investment to exceed your interest expenses, your intention to hold the GEI Securities to produce assessable income might be open to question and may result in some or all of your interest expenditure being non-deductible.

Where you roll GEI Securities that you already own into a GEI plus Facility, interest should similarly be deductible to the extent you apply the Loan Amount for the purposes of producing assessable income (other than capital gains) that exceeds your deductible expenditure. You should however, seek independent tax advice in light of your particular circumstances.

Use of the Limited Trading feature may also affect the deductibility of your interest. In this respect the ATO has issued TD 2005/6 which provides that, where disposal proceeds equivalent to the original Loan Amount are used to acquire further GEI Securities or remain in an income producing investment, interest outgoings should continue to be deductible. However, where disposal proceeds are withdrawn from the Facility and the amount re-invested in GEI Securities is less than the original Loan Amount, interest deductions may be required to be apportioned. You should seek independent tax advice if you are considering using the Limited Trading feature.

10.1.1 Capital protected borrowings

Broadly speaking, Division 247 of the Tax Act applies to deny a deduction for expenses incurred under certain "capital protected borrowings", such as under a GEI plus Facility, if the interest expense together with certain other expenses referable to the capital protected borrowing in an income year exceeds the amount that would have been incurred if the relevant rate, as determined by the Tax Act, (the **Adjusted Loan Rate**) had been applied. The amount above what would have been incurred if the Adjusted Loan Rate had been applied will not be deductible and will instead be treated as being the cost of acquiring one or more "deemed" put options. This will be relevant for capital gains tax (**CGT**) purposes upon the exercise or lapse of these deemed put options, as discussed below. Where you have multiple Drawings under your GEI plus Facility, it is expected that Division 247 will apply separately to each Drawing.

Where your interest rate under your GEI plus Facility is a fixed rate for all or part of the term of your loan, the deductible component of your interest will be your Loan Amount multiplied by the Adjusted Loan Rate at the time when the interest charge is first incurred during the term of the loan, or the relevant part of the term. Where your interest rate is a variable rate for all or part of the term of your loan, the deductible component of your interest will be your Loan Amount multiplied by the average of the Adjusted Loan Rates during the term of the loan, or the relevant part of the term. The Adjusted Loan Rate is the Reserve Bank of Australia's Indicator Rate for Standard Variable Housing Loans plus 100 basis points.

10.1.2 Timing of interest deductions

If you pay interest monthly in arrears, any deduction should be allowable at the time that interest is incurred, that is, when it is due and payable.

If you pay interest annually in advance, any deduction should be allowable in the income year of payment if the total deductible interest expense is \$1,000 or less, or all of the following requirements are met:

- a) the Loan Amount is used to acquire GEI Securities that are ASX listed shares or units in a widely held unit trust having at least 300 beneficiaries and
- b) the interest expense relates to a period of 12 months or less ending before the end of the next income year, and
- c) you are either a small business entity who has not chosen to apportion the interest expense over the interest period, or an individual who incurs the interest otherwise than in the course of carrying on a business.

In all other circumstances, any deduction for prepaid interest will be apportioned on a straight line basis over the period to which the interest relates.

In relation to paragraph (a) above, only “fixed trusts” for tax purposes can be a “widely held unit trust”. You should consider the disclosure in the offering document for any GEI Securities that are units in a trust, and obtain independent legal advice in this regard.

10.1.3 Interest Prepayment Loan

Division 247 of the Tax Act should not apply to an Interest Prepayment Loan. As such, Division 247 would not apply to deny deductibility to any part of the interest payable on the Interest Prepayment Loan. As the interest is payable in arrears, it should be fully deductible when incurred, that is, when due and payable.

10.2 Capital Gains Tax

10.2.1 Cost base of your GEI Securities and deemed put options

Where you acquire your GEI Securities under your GEI plus Facility, your cost base in those securities will include that part of the Loan Amount applied to acquire the securities, plus any incidental costs of acquisition (eg brokerage fees). Where you roll securities you already hold into a GEI plus Facility, you should retain your acquisition date and cost base in those securities for CGT purposes. Where you dispose of and re-acquire GEI Securities under the Limited Trading feature, the cost base of those new securities will be determined by the price paid to re-acquire the securities.

Where part of the interest payable on your GEI plus Facility is not deductible as described in section 10.1.1, the deemed put options you are taken to hold under Division 247 will also be a CGT asset. The non-deductible part of the interest (that is, any interest above what would have been payable had the Adjusted Loan Rate applied) will be attributed to the cost of acquiring the deemed put options, and will be included in the cost base of those options.

Where you hold more than one type of GEI Security in your portfolio, you will be treated as acquiring separate put options for each type of GEI Security, such that the total amount that is not deductible in accordance with Division 247 will need to be reasonably apportioned to each of the deemed put options.

10.2.2 Disposal of your GEI Securities

Where you dispose of your GEI Securities, including where your GEI Securities are disposed of pursuant to Macquarie exercising its rights under the mortgage granted to it or where you dispose of your GEI Securities under the Limited Trading feature, you will realise a capital gain to the extent that your capital proceeds from the disposal (generally, the disposal proceeds) exceed your cost base in those GEI Securities.

In the event that any of your GEI Securities fall in value and you rely on the limited recourse feature of your GEI plus Facility, Macquarie will exercise its rights as mortgagee to dispose of those securities. In these circumstances, you will be taken to have exercised your deemed put option in respect of those GEI Securities that have fallen in value, and the cost of the deemed put option referable to those securities will be included in the cost base of the securities. Where you acquired your GEI Securities under a GEI plus Facility, the net result will be a capital loss equal to (at least) the cost base of the deemed put option.

Where a deemed put option lapses unexercised (eg you do not rely on the limited recourse feature in respect of the GEI Securities to which that put option relates), you will realise a capital loss equal to the reduced cost base for that put option. Capital losses can only be applied against capital gains, or potentially carried forward to offset capital gains in later years.

10.2.3 Other CGT implications

If you are an individual or a trustee, you may be entitled to discount CGT treatment on disposal of your GEI Securities if you have held your GEI Securities for 12 months prior to disposal. If available, only half of any net capital gains will be included in your assessable income.

10.3 Distributions and franking credits

Where you receive a Distribution or other payment in respect of your GEI Securities (for example, as a result of a corporate action), the tax implications for you of such payments should not differ from those applying had you owned the GEI Securities outside of the GEI plus Facility. These tax implications will arise even if the payment is applied to acquire additional GEI Securities on your behalf (including under a distribution reinvestment plan), which may result in you being taxable on the payment even though you do not receive the payment in cash.

Your eligibility for franking credits attaching to Distributions on your GEI Securities will be determined in accordance with the Tax Act. Broadly, this will require you to hold your GEI Securities “at risk” (with a delta of at least 0.3) for a continuous period of at least 45 days (for ordinary shares) excluding the dates of acquisition and disposal. This test is a “once and for all” test for each security holding, unless you are required to pass the benefit of a dividend to another person, in which case you will be required to satisfy the test during the period commencing 45 days prior and ending 45 days after each dividend date. Where you receive franking credits indirectly (eg, through a trust), your entitlement to franking credits may be affected by whether the trust is a “fixed trust” for income tax purposes and by any positions held by the trustee in relation to the underlying shares.

You should also be aware that because of the limited recourse nature of your loan, your GEI plus Facility will itself have a delta that will need to be taken into account in determining your eligibility for franking credits. Whilst the delta of your GEI plus Facility will change over time, where you are not required to pass the benefit of any dividends to another person, it will only be the delta of your GEI plus Facility at the later of the time you draw down your loan (or each Drawing) and the time you acquire your GEI Securities that will be relevant.

You should obtain your own independent taxation advice on the implications of any Distributions or other amounts payable in respect of your GEI Securities and in relation to your qualification for any associated franking credits.

10.4 Tax File Number

In the Application for Finance, you are able to provide your Tax File Number (**TFN**), a valid exemption or, if the GEI Securities are held for a business purpose, your Australian Business Number (**ABN**).

You may be asked to provide your TFN (or a valid exemption) to various entities in relation to your investment in the GEI Securities, for example, to the sponsor of your ASX listed securities, to the responsible entity of any MIS in which you hold units or to any nominee used under your GEI plus Facility. If you wish to provide your TFN (or valid exemption) to such entities, you may request Macquarie to do so on your behalf by providing your TFN (or valid exemption) in the Application for Finance. Alternatively, you may wish to provide your TFN (or valid exemption) directly to the requesting entity.

Providing your TFN (or a valid exemption) is voluntary but if you choose not to:

- tax may be withheld from any Distributions (and potentially other payments) paid to you in respect of your GEI Securities at the highest marginal tax rate plus Medicare levy. This is currently 46.5 per cent but will increase to 47 per cent from 1 July 2014 as a result of a 0.5 per cent increase to the Medicare levy
- if any Distributions or other amounts payable to you (for example, pursuant to a corporate action) in respect of your GEI Securities are required to be applied towards the acquisition of Further Securities or otherwise become subject to Macquarie’s security interest in order to maintain the limited recourse protection on your loan, any tax withheld from these amounts may result in a shortfall in the value of the security provided to Macquarie. As such, you will be required to fund this difference by contributing an additional amount from your own funds.

Please note that if your investment is made jointly, all investors must provide their TFN/ABN details or you will be deemed not to have quoted your TFN.

10.5 Non-Australian residents for taxation purposes

If you are not an Australian resident for Australian tax purposes, any interest, dividends or royalties paid to you from an Australian source, as well as certain other distributions from MISs, may be subject to withholding tax.

10.6 Other events and circumstances

You should be aware that there may be other events and circumstances occurring in respect of your GEI Securities or your GEI plus Facility that may give rise to different or additional tax implications from those described above, for example where:

- the Borrower and Owner of the GEI Securities are not the same person
- any GEI Securities are not ASX listed shares or are units in a trust that is not a “fixed trust” or “widely-held” for income tax purposes
- the GEI Securities are transferred to a nominee in connection with a corporate action
- your financial arrangements are subject to Division 230 of the Tax Act (the “Taxation of Financial Arrangements” or “TOFA” regime)
- you roll your GEI Securities into a GEI plus Facility (either initially or at maturity) and use the loan for other purposes
- use the Limited Trading feature, or
- you unwind some or all of your GEI plus Facility prior to your Final Maturity Date or your GEI plus Facility is otherwise terminated early.

In addition, there may be taxation consequences arising in connection with your particular GEI Securities that are not described in this tax summary.

You should therefore seek your own independent tax advice on the tax implications of investing in the GEI Securities through a GEI plus Facility in light your own particular circumstances.

10.7 Stamp duty

It is not expected that stamp duty will be payable in connection with the Mortgage granted to Macquarie under a GEI plus Facility, however to the extent that any stamp duty is payable in connection with your GEI plus Facility, you will be liable to pay or reimburse Macquarie for any such duty. You may also be liable to pay stamp duty on certain transactions involving your GEI Securities (for example, on the transfer of units in certain MISs), depending on the particular security. You should seek your own independent tax advice in relation to the applicability of stamp duty in these circumstances.

10.8 Product Ruling

The ATO has issued a Product Ruling (PR 2013/15) regarding the amount and timing of deductions in respect of interest payments made under a GEI plus Facility or any Interest Prepayment Loan. In particular, the Product Ruling confirms the manner of the application of Division 247 for apportioning interest expenses between deductible and non-deductible amounts.

The Product Ruling is only a ruling on the application of certain taxation laws and is in no way expressly or impliedly a guarantee or endorsement of the commercial viability of a GEI plus Facility, of the soundness or otherwise of the GEI Securities as an investment or of the reasonableness or commerciality of the any fees charged in connection with a GEI plus Facility.

The Product Ruling is based on certain assumptions including that investors:

- hold their GEI Securities for the full term of their GEI plus Facility, and otherwise have a genuine intention of holding their GEI Securities until such time as they derive assessable income (other than capital gains) from the investment that exceeds their deductible expenditure
- have as a dominant purpose in entering the scheme to derive an amount of assessable income from their GEI Securities acquired under the scheme, comprising dividends and/or trust distributions and capital gains, that exceeds the total expenses incurred.

The Product Ruling is only binding on the ATO if any such assumptions are satisfied and the GEI plus Facility is implemented in the manner set out in the ruling.

You should also be aware that the Product Ruling issued in respect of GEI plus does not detail the tax consequences of using the Limited Trading feature (refer section 9 – ‘Limited Trading feature’ for more information), drawing down a loan under a GEI plus Facility that is secured against securities that you already own or rolling GEI Securities acquired under an existing GEI plus Facility into a new GEI plus Facility at maturity. However, the Product Ruling should apply to determine your interest deductibility until such time as you use any of these features. In addition, the ATO has issued TD 2005/6 and TD 2005/4 which may be relevant to determining the deductibility of your interest in these respective circumstances.

Macquarie will provide reference details of the Product Ruling on the GEI plus website at macquarie.com.au/protectedlending.

11. Corporate actions

Corporate actions are events which may be announced by listed companies at any time, which affect their capital structure. Generally, they can have the effect of diluting the market value of the company's securities. Consequently they can affect ASX listed securities held within your GEI plus portfolio and the limited recourse nature of the loan.

If a corporate action is announced which has the effect of diluting the market value of ASX listed securities within your GEI plus portfolio, the number of securities within your portfolio may remain the same, however the value of these securities will fall. Consequently the security Macquarie holds with respect to your loan will also fall. It may therefore be necessary for Macquarie to arrange the purchase of additional securities on your behalf in order to restore Macquarie's security position. It may also be necessary to adjust the protection level of some or all of the GEI Securities held in your portfolio in order to restore the limited recourse protection of your Loan Amount. If this happens, we will provide you with a confirmation letter setting out the details of the change.

Where corporate actions occur, your GEI Securities may be temporarily transferred to a Macquarie nominee company to ensure your interests, and ours, are protected. If this occurs, please note that any Distributions, interest or sale proceeds relating to those transferred GEI Securities received during the transfer may be credited against your Loan Amount or held as security for your loan, rather than paid directly to you.

For certain corporate actions you may be required to contribute funds in addition to your interest payments to acquire Further Securities to ensure that your limited recourse protection and our security position are maintained across your total Loan Amount. In addition, where an amount is withheld (for example where you have not provided your TFN or valid TFN exemptions, please refer to section 10 – 'Tax summary' for more information) from a payment made as a result of a corporate action, then Macquarie will require you to contribute funds equal to the amount withheld attributable to your GEI Securities.

For details of the corporate actions that may affect your investments and requirements relating to those corporate actions, please refer to clause 21 of the Loan and Security Agreement. Some of the more common corporate actions are briefly explained in this section.

11.1 Special Distributions (including returns of capital) and share buybacks

The effect of a special Distribution (including a return of capital) or a share buyback on a stock held in your GEI plus portfolio is a fall in the value of the loan security. In order to preserve the economic equivalence of that GEI Security position had the corporate action not occurred and maintain the required loan security we may require that the special Distribution or buyback payment be used to purchase additional securities. Where additional securities are purchased on your behalf using the proceeds of the special Distribution (including a return of capital) or share buyback these additional securities will form part of the loan security (please refer to clause 21 of the Loan and Security Agreement in section 14 of this brochure). **This means that generally, you will not receive the proceeds from a special Distribution or a share buyback as a cash payment.**

Following a special Distribution (including a return of capital) or share buyback, we will notify you in writing of any Further Securities that are acquired on your behalf and any franking credits paid. You should speak to a tax adviser to determine how the special Distribution, return of capital or share buyback impacts you.

Macquarie may also use the proceeds from a special Distribution (including a return of capital) or a share buyback for the repayment of your loan obligations.

11.2 Rights issues

When a rights issue is announced, the company usually offers security holders the opportunity to buy new securities at a discount to the current market price.

Usually, you will not be able to take up the rights entitlement on any GEI Securities held within your GEI plus portfolio because of the associated processing and time constraints. However, if, under certain circumstances the entitlement is made available and you wish to take it up, you will need to pay the application money by the specified date.

These additional GEI Securities will generally form part of the loan security. If you do not take up the entitlement, any renounceable rights are sold by us on your behalf, at the commencement of rights trading. Additional GEI Securities will be purchased with the proceeds on your behalf, and these securities then form part of the loan security.

If the proceeds from the sale of rights are insufficient to cover the cost of the new GEI Securities, you will be required to contribute additional funds of your own to restore your loan security. In the event that the rights are non-renounceable (that is, they cannot be traded on the market), we may require that you take up your entitlement and/or provide additional funds of your own (possibly from the disposal of some of your existing GEI Securities) in order to restore the protected position of your Loan Amount.

11.3 Takeovers

When a takeover offer is announced, the offer can be in the form of cash, shares or a combination of the two. Shareholders have the option of accepting or rejecting the offer.

Should you choose to accept the offer prior to the final acceptance date, or if the offer becomes a compulsory acquisition, this will potentially result in the early unwind of that portion of your Loan Amount.

As acceptance of a takeover offer or a compulsory acquisition may result in a disposal of the relevant shares, and an early repayment of a part or all of your Loan Amount, the usual early unwind and break costs will apply (please refer to section 7 – ‘Early closure of my GEI plus Facility’). You may be required to provide additional funds of your own to meet these costs, even though you did not initiate the early unwind. Alternatively, acceptance of a takeover offer may result in your current GEI Securities being replaced by the securities of the acquiring Company.

If you do not accept the offer and the offer does not become compulsory, then your GEI Securities will remain unaffected.

11.4 Bonus issues

When a bonus issue is announced, a company gives to its shareholders a certain number of new shares at no additional cost. Bonus securities also form part of the loan security.

11.5 Other events

In some circumstances Macquarie may unwind a portion of your Loan Amount, or alternatively extend the Final Maturity Date, referable to your GEI Securities which are:

- ASX listed securities, which in our reasonable opinion are about to be or have been suspended or delisted, or
- MISs, where in our reasonable opinion redemptions are about to be, or have been suspended.

Please see sections 7.4 and 6.3 for more information.

12. Additional information

12.1 What information will I receive?

Loan approval letter	If your Application for Finance is approved by Macquarie, you will receive a loan approval letter. This letter will confirm your credit limit, your interest payment method and information on how to use our client service website GearUp to monitor your GEI plus Facility throughout the term of your loan.
Investment confirmation	After we receive your Securities Selection Form and your GEI Securities have been purchased, you will receive an investment confirmation. You will also receive a GEI Cashflow Analysis which confirms the initial interest rate and the Final Maturity Date of that Drawing under your GEI plus Facility, and a Loan Statement confirming your Loan Amount. Trade confirmations will be sent to you by the Trading Participant confirming the details of any ASX listed securities purchased, and application confirmations will be sent to you by the responsible entity of any MISs that we have applied for on your behalf.
Reporting throughout the term of your loan	<p>Online access</p> <p>GearUp (macquarie.com.au/gearup) offers 24 hour online access to your GEI plus Facility, including an up-to-date summary of your Loan Amount, GEI plus portfolio and any transactions. You can download forms (for example change of address or nominated bank account forms) and monitor the interest rate applicable to your Facility.</p> <p>Periodic reporting</p> <p>Loan Statements will be sent to you on at least a semi-annual basis showing:</p> <ul style="list-style-type: none">• your loan summary and loan transactions for the statement period• a fixed rate summary (if you elected to fix your interest rate), and• your portfolio summary, detailing the market value and GEI Security Loan Amount (or Protected Value) of each of your GEI Securities. <p>Corporate actions</p> <p>If any of the GEI Securities held in your GEI plus Facility are subject to a corporate action, you will receive correspondence from us. We will notify you of any adjustments that will be made to your GEI Securities or any action that you may need to take in regards to the corporate action.</p> <p>Changes to Interest Rates and to the terms of your Facility</p> <p>Where you have selected a 12 month fixed interest rate you will be notified before the expiry of your fixed interest period of the indicative fixed interest rate for the following fixed interest period. Where you have selected a variable interest rate your interest rate will change in accordance with changes to the variable GEI Reference Rate. Notice of changes to the variable GEI Reference will be published on the GEI plus website on or before the changes becomes effective. Notice of changes to any other fees and charges will also be given on the GEI plus website at least 30 days before they become effective. Any other changes to the terms of your GEI plus Facility or Interest Prepayment Loan will be notified to you and the Guarantors on or before they become effective.</p>
At maturity	<p>Prior to the maturity of your GEI plus Facility, we will send you a loan maturity notification, setting out the options that are available to you at maturity.</p> <p>After your maturity election(s) (or early termination request) has been processed, we will send you a settlement notice. This notice will set out the price of any GEI Securities disposed of, the amount of any proceeds credited to your nominated bank account and information about any GEI Securities transferred to you.</p>

12.2 Macquarie conflicts of interest

Members of the Macquarie Group or their directors, employees or affiliates may buy and sell instruments or securities which relate to GEI plus or GEI Securities held in your portfolio. In addition, companies in the Macquarie Group may advise on transactions concerning such instruments, securities or other financial products. Such dealings may or may not affect the value of the GEI Securities held in your GEI plus portfolio.

Macquarie, other members of the Macquarie Group, or their directors, employees or affiliates may, subject to law, hold securities or units in members of the Macquarie Group and/or hold a GEI plus Facility.

The directors and employees of Macquarie and other members of the Macquarie Group may also hold directorships in the entities that issue the GEI Securities in your portfolio.

Members of the Macquarie Group may have business relationships or alliances (including joint ventures) with any of the entities that issue the GEI Securities in your portfolio and/or be a substantial shareholder of any of the entities that issue the GEI Securities in your portfolio. In addition, members of the Macquarie Group may from time to time advise any of the entities that issue the GEI Securities in your portfolio in relation to GEI plus or activities unconnected with the GEI plus which may or may not affect the value of the entities that issue the GEI Securities in your portfolio, the GEI Securities in your portfolio and/or your GEI plus Facility. Such relationships and advisory roles may include:

- a) acting as the responsible entity of a registered MIS which is a GEI Security
- b) acting as a manager, underwriter or joint lead manager in relation to the offering or placement of rights, options or other shares including the GEI Securities in your portfolio
- c) advising in relation to mergers, acquisitions or takeover offers, and
- d) acting as general adviser in respect of, without limitation, corporate advice, financing, funds management and property and other services.

Macquarie may also have a commercial relationship with various senior executives of the entities that issue the GEI Securities in your portfolio and may sell financial products to, or advise, such senior executives in relation to GEI plus and matters unconnected to GEI plus.

All related party transactions are conducted on arm's length terms. Any conflict of interest or potential conflict of interest is managed in accordance with the Macquarie Group Conflicts of Interest Policy.

12.3 Enquiries and complaints

Macquarie has procedures in place to consider and deal with enquiries and complaints within 45 days of receiving them. If you have any enquiries or complaints you may contact our office on 1800 080 033, or write to:

Macquarie GEI plus
GPO Box 4294
Sydney NSW 1164

Macquarie is also a member of the Financial Ombudsman Service ABN 67 131 124 448 (**FOS**). If you are not happy with the response from us, you can contact FOS quoting our membership number (10019):

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

Phone: 1300 78 08 08

Fax: 03 9613 6399

Email: info@fos.org.au

12.4 Privacy

By completing the GEI plus Application for Finance form you may be supplying personal information to us that is subject to the Privacy Act 1988 (Cth).

As required by law, Macquarie has adopted a Privacy Policy which governs the collection, storage, use and disclosure of personal information.

You can obtain a copy of our Privacy Policy from our website at macquarie.com.au/mgl/au/sitewide/privacy-policy or by contacting us on 1800 080 033.

An explanation of the purpose for which the personal information is collected and how that information may be disclosed is included in section 8 of the Application for Finance Form.

12.5 FATCA

In 2010, the United States enacted a law (the HIRE Act) which included provisions commonly referred to as FATCA. While the final regulations have not yet come into effect, FATCA will require participating non-US based financial institutions to report certain information about financial accounts held directly or indirectly by US persons to the IRS. To comply with these requirements, these participating financial institutions will be required to:

- undertake certain identification and due diligence procedures with respect to its existing and new account holders
- report annually to the IRS on its account holders who are US Persons, and
- withhold and pay 30 per cent of US source income to the IRS, as well as gross proceeds from the sale of property that generates US source interest, or dividends made to US account holders failing to provide certain information.

FATCA will affect us.

Macquarie Group intends to comply with FATCA and any intergovernmental agreement. Accordingly, when you apply to invest you agree to:

- a) provide us certain identification and other information in order for us to comply with our obligations under FATCA including obligations under any agreement with the IRS
- b) waive any provision of foreign law that would, absent a waiver, prevent us from complying with our obligations under FATCA including obligations under any agreement with the IRS and acknowledge that, if you fail to provide such a waiver, we may withhold any payments to you
- c) acknowledge that if you fail to provide information on a timely basis, you may be subject to a 30 per cent US withholding tax
- d) acknowledge that if you fail to comply with such obligations and such failure could result in us being unable to enter into or comply with any agreement with the IRS, we can terminate your investment, and
- e) acknowledge that you will indemnify us and the other investors for any losses resulting from your failure to meet your obligations under this provision, including any withholding tax imposed by FATCA as a result of such failure.

13. How to apply

You may only apply for GEI plus if you are:

- individuals over the age of 18 years who receive the GEI plus brochure in Australia
- companies that receive the GEI plus Brochure in Australia, or
- trustees of trusts that receive the GEI plus Brochure in Australia.

Application for Finance form

To apply for GEI plus, you must read the GEI plus Brochure carefully and complete the accompanying Application for Finance form in accordance with the instructions set out in the Application for Finance form. Please see 'How to Apply and Application for Finance checklist' for further details.

All applications are subject to approval by Macquarie. Macquarie may accept or reject any application in part or in full for any reason.

If your application is approved by Macquarie, confirmations of your loan will be sent to you, and any financial adviser whose details are included in the Application for Finance.

Guarantors

If you are applying as a company borrower, the two directors who sign the application form on behalf of the Borrower will be required to act as Guarantor for the Borrower under the GEI plus Facility and any Interest Prepayment Loan. If the Borrower is not the Owner, the Owner will also be obliged to act as Guarantor for the Borrower under the GEI plus Facility and any Interest Prepayment Loan. Please ensure that the relevant details of all guarantors are provided in the Application for Finance form. If and when Macquarie adopts the 2013 version of the Code of Banking Practice it will be obliged to provide certain information to the guarantors, including the document in which the guarantors consent to act as guarantor, separately. This may result in some delay in processing your application – please see the Application for Finance form for more details.

How to submit your Application for Finance form

Enclose your Application for Finance form and any required accompanying documents in an envelope and post directly to Macquarie or via your financial adviser to the following address:

By mail or delivery:

Macquarie GEI plus Applications
GPO Box 4294
Sydney NSW 1164

Email: structuredinvestments@macquarie.com

Fax: (02) 8232 6158

We may act on Applications received by fax or email. You should, however, also send the original to us in the mail for our records.

Completing the Securities Selection Form

Once your loan is approved, you must instruct Macquarie to arrange the purchase of your selected GEI Securities on your behalf by completing and submitting the Securities Selection Form. The Securities Selection Form will be provided to you following your loan approval or it may be downloaded from the GEI plus website at macquarie.com.au/protectedlending.

If you elect to include any MIS in your GEI plus portfolio, you must read the product disclosure statement for that MIS. A link to the product disclosure statement for each approved MIS will be available on the GEI plus website at macquarie.com.au/protectedlending or by contacting the Client Service on 1800 080 033.

Enquiries

If you need any assistance in completing the above forms or have any questions about the GEI plus Facility, please contact Client Service on 1800 080 033.

Anti-Money Laundering and Counter-Terrorism Financing

In December 2006 the Australian Government introduced the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (**AML/CTF**), which requires reporting entities, such as financial advisers and product issuers, to conduct client identification and verification checks. Macquarie is required to comply with AML/CTF.

Applying for a GEI plus Facility can be done in one of two ways, depending on whether you are an applicant investing via a licensed financial adviser or a direct applicant.

If you are applying through a financial adviser, your identification and verification checks can be conducted by your financial adviser who will also complete the relevant identification form issued by the Financial Service Council Limited and the Financial Planning Association of Australia (**FSC/FPA Form**). These forms are available at macquarie.com.au/aml. The completed FSC/FPA Form will be provided by your financial adviser to Macquarie together with your Application for Finance.

If you are applying directly to Macquarie, please complete the Application for Finance form that accompanies this brochure. Please also ensure that you provide all required verification material as described in the Application for Finance form.

We may, from time to time, be required to contact you to request additional information for identification or verification purposes.

By applying for a GEI plus Facility, you agree to the following:

- a) at the reasonable request of Macquarie, to supply, or procure the supply of, any documentation and other evidence and perform any acts to enable Macquarie to comply with any laws relating to AML/CTF, and
- b) Macquarie may report the details of any transactions or activity, or proposed transactions or activity in relation to your investment using a GEI plus Facility (including any personal information (as defined in the Privacy Act 1988 (Cth)) that you may have provided to Macquarie) to any reporting body authorised to accept reports under any laws relating to AML/CTF applicable in Australia or elsewhere if in Macquarie's reasonable opinion this is required to comply with any AML/CTF law.

14. Loan and Security Agreement

Between the Borrower, the Guarantors, the Sponsor, the Trading Participant and Macquarie Bank Limited. Please read this information for comprehensive details of this offer.

1. The Facility

- 1.1 Subject to this Agreement, the Bank agrees to make the Facility available to the Borrower.
- 1.2 Upon acceptance of a Borrower's Application for Finance and approval of the Facility, the Facility may be drawn down in up to two Drawings not exceeding the Credit Limit in the aggregate.
- 1.3 The Bank is authorised by the Borrower to apply each Drawing to purchase (on behalf of the Owner), or to fund against, GEI Securities selected by the Borrower in the Securities Selection Form, or otherwise in accordance with clause 1.4, to be mortgaged to the Bank under this Agreement, and pay any reasonable expenses associated with such transaction. Where the GEI Securities are listed on the ASX, the Bank shall instruct the Trading Participant to purchase those GEI Securities on the Owner's behalf. Where the GEI Securities are interests in a MIS the Bank shall subscribe for those GEI Securities in the Owner's name. Details relating to each Drawing will be confirmed by the Bank to the Borrower in a GEI Cashflow Analysis.
- 1.4
 - a) Each Drawing must be used to purchase the Initial Securities or be drawn against the Initial Securities to be mortgaged to the Bank.
 - b) Each Drawing must be for an amount of at least \$50,000.
 - c) Where in accordance with clause 1.5 and the instructions given by the Borrower in the Application for Finance, a Drawing is to be advanced at a time when the Borrower has not provided the Bank with all relevant details and information required by the Bank in relation to the initial Drawing or the Initial Securities to be acquired or such information and details have not been provided in sufficient time to acquire the Initial Securities at the time of advance, then, subject to clause 2, an initial Drawing shall be made in an amount determined by the Bank (not exceeding the Credit Limit) and the initial Drawing shall be used to acquire units in the Cash Trust which will be subject to the terms of this Agreement.
 - d) Where the initial Drawing under the Facility is used to acquire units in the Cash Trust as contemplated by clause 1.4(c), then those units must be redeemed and the proceeds used to purchase the Initial Securities as required by clause 1.4(a) within 30 days of the initial Drawing.

- e) If:
 - i) a Drawing is not made within 30 days of approval of the Facility, or
 - ii) the Borrower fails to comply with clause 1.4(d),the Bank may terminate the Facility and require immediate repayment of any Drawings and other moneys owing under this Agreement. If the Bank requires repayment under this clause, then the Borrower shall also pay to the Bank all fees and other moneys accrued and due under the Agreement to the date of repayment (including without limitation any amounts owing under clause 16).

- 1.5 The initial Drawing shall be made in accordance with the instructions given by the Borrower in the Application for Finance. If the Borrower elects to make a second Drawing the second Drawing shall be made upon no less than three Business Days notice to the Bank accompanied by a Securities Selection Form.

2. Conditions precedent

- 2.1 The Bank shall not be obliged to advance any Drawing to the Borrower unless:
 - a) the Application for Finance submitted by the Borrower has been completed in full in a form capable of acceptance and the direct debit request in that form has been effected in respect of an account at a bank or financial institution acceptable to the Bank
 - b) where the Borrower or a Guarantor is acting in its capacity as a trustee of any trust, the Bank has received a "Solicitor's Trust Letter" in form and substance satisfactory to the Bank
 - c) the Bank is satisfied that no Event of Default has occurred and is continuing or would result from the advance to be provided
 - d) the Bank has received such other amounts, documents or information, as the Bank may reasonably require in order to:
 - i) ensure compliance with any anti-money laundering – counter-terrorist financing laws or other applicable laws
 - ii) determine whether the Borrower and the Guarantors have the authority to enter into this Agreement or
 - iii) determine the ability of the Borrower to perform its obligations under this Agreement or
 - iv) determine whether any other condition precedent has been satisfied
 - e) where the Drawing is to be secured by a mortgage over GEI Securities that are ASX listed securities already owned by the Owner at the date of advance, those GEI Securities have been transferred into the Participant Sponsored Holding referred to in clause 11.1

- f) where the Drawing is to be secured by a mortgage over GEI Securities that are interests in an MIS already owned by the Owner at the date of advance, a document has been executed by the issuer of those GEI Securities acknowledging the terms of this Agreement, and
- g) a Guarantor has not withdrawn its consent to act as guarantor of the Borrower's obligations under this Agreement.

3. Interest

- 3.1 In consideration for the lending of the funds advanced under the Facility, the Borrower shall pay interest on each Drawing, in accordance with this clause.
- 3.2 Interest shall accrue on each day in an Interest Period at the Applicable Interest Rate for that Drawing on that day. It shall be calculated on the basis of the actual number of days elapsed and a 365 day year and shall be payable on each Interest Payment Date.
- 3.3 In the Application for Finance, the Borrower can elect a fixed (for 12 months or term) or variable interest rate. The Applicable Interest Rate for a Drawing will be a variable rate unless the Borrower has elected in the Application for Finance or in a notice given in terms of clause 3.4 that it be a fixed rate.
- 3.4 The Borrower may, with the consent of the Bank, elect to fix its interest rate by giving notice to the Bank of the period for which it wishes to fix its interest rate, no less than five Business Days before the start of that period.
- 3.5
 - a) The first Interest Period for a Drawing shall begin on (and include) the date of drawdown of the Drawing and, subject to sub-paragraphs (c) and (d), shall end on (and include):
 - i) the last day of the month of drawdown where the interest rate is a variable rate, or
 - ii) the day before the anniversary of the drawdown date or, where the date of drawdown occurs in the period from 26 to 30 June in any year, on 24 June of the following year, where the interest rate is a fixed rate.
 - b) Each subsequent Interest Period for a Drawing shall begin on (and include) the day after the preceding Interest Period ends and, subject to sub-paragraphs (c) and (d), shall end on (and include):
 - i) the last day of the month where the interest rate is a variable rate, or
 - ii) on the anniversary of the last day of the previous Interest Period where the interest rate is a fixed rate.
 - c) Where an Interest Period would otherwise end after the Final Maturity Date for a Drawing it shall end on and include the day before the Final Maturity Date.
 - d) Where an Interest Period would otherwise end after the commencement of a fixed rate Interest Period notified by the Borrower in accordance with clause 3.4 it shall end on (and include) the day before the start of that period.

- 3.6 On each day:
 - a) from (and including) the date of advance of that Drawing to (but excluding) the first Interest Reset Date, the Applicable Interest Rate shall be the sum of the applicable GEI Reference Rate on the date of advance plus the Facility Margin, and shall be notified to the Borrower in the GEI Cashflow Analysis for that Drawing
 - b) from (and including) each Interest Reset Date to (but excluding) the next Interest Reset Date, the Applicable Interest Rate shall be the sum of the Facility Margin and the applicable GEI Reference Rate on the first mentioned Interest Reset Date or where that Interest Reset Date is not a Business Day, the applicable GEI Reference Rate on the next Business Day unless the Interest Reset Date is a day in June and the next Business Day falls in July in which case the Applicable Interest Rate shall be the sum of the Facility Margin and the applicable GEI Reference Rate on the Business Day immediately preceding the Interest Reset Date,

provided that the Applicable Interest Rate shall be amended with effect from any day that the Facility Margin is amended in accordance with clause 3.7, to reflect the increase or decrease to the Facility Margin.

- 3.7 The Bank shall be entitled to amend the Facility Margin in respect of a Drawing:
 - a) if the Bank has agreed to offer the Borrower a discount on the Applicable Interest Rate for that Drawing for any period:
 - i) to give effect to that discount during that period and
 - ii) to restore the Facility Margin to the level that would have applied, but for the discount, at the end of that period
 - b) to take into account any changes to the cost to the Bank of the limited recourse provisions in clause 22 as a result of the Borrower:
 - i) redeeming its units in the Cash Trust and investing the proceeds in GEI Securities pursuant to clause 1.4(d) or
 - ii) a part but not all of a Drawing being repaid or otherwise becoming repayable prior to the Final Maturity Date in accordance with this Agreement, or
 - c) to the extent agreed to by the Borrower.

4. Repayment

- 4.1 Subject to clauses 5, 13.2, 22, 23 and this clause 4, the Borrower shall repay each Drawing to the Bank in one amount on the Final Maturity Date for that Drawing.
- 4.2 The Borrower must, at least five clear Business Days before each Final Maturity Date:
- a) inform the Bank by irrevocable notice in writing, that the Borrower will repay, by using its own funds or through funds borrowed via a refinancing, all or a part of a Drawing to the Bank on the Final Maturity Date for that Drawing, and/or
 - b) give a notice in accordance with clause 22.1(b) requesting the Bank to exercise its rights under the Mortgage in respect of all or part of that Drawing on the Final Maturity Date for that Drawing and for the provisions contained in clause 22.1(e) to apply.
- 4.3 a) If a notice under clause 4.2 is not received by the Bank within the time set out in clause 4.2 in respect of any part of a Drawing, then the Borrower will be deemed to have issued a notice to the Bank under clause 22.1(b) upon the terms contemplated in clause 4.2(b) in respect of all the GEI Securities that relate to that part of the Drawing and the Bank's rights in respect of part of the Drawing will be limited as referred to in clause 22.1(e).
- b) If the Borrower gives a notice to the Bank under clause 22.1(b) upon the terms envisaged in clause 4.2(b) or is deemed under clause 4.3(a) to have issued such a notice then the Bank shall exercise its rights under this Agreement including, without limitation, its right to sell, redeem or surrender any or all of the GEI Securities to ensure that, on the Final Maturity Date, the Bank receives full value for the GEI Securities.
- 4.4 Subject to clause 22, the Borrower may repay to the Bank all or any part of a Drawing on any Business Day prior to the Final Maturity Date if all (or such lesser amount as the Bank notifies the Borrower) interest, fees and other moneys then accrued and due under this Agreement to the date of early repayment (whether or not yet payable) (including without limitation any Early Repayment Fee and any indemnity obligation under clause 16) have been paid. If the Borrower repays more than the total amount of a Drawing, the Bank is not required to pay interest to the Borrower on the amount repaid in excess of the total amount of the Drawing.
- 4.5 If the Bank consents to the sale of any or all of GEI Securities in accordance with clause 9.2, the Borrower shall be obliged to immediately repay the portion of the Drawing to which those GEI Securities relate together with any interest, fees and other moneys then accrued and due under this Agreement in respect of that portion of the Drawing (whether or not yet payable) (including without limitation any Early Repayment Fee and any indemnity obligation under clause 16).
- 4.6 The Bank shall refund to the Borrower an amount equal to any prepaid interest which is referable to the period from the date of early repayment of the Drawing to the date up to which interest was prepaid and any other amounts owing (if any).

- 4.7 On or before the date a Drawing or any part thereof is repaid, or becomes repayable, for any reason before the Final Maturity Date the Borrower shall pay to the Bank an Early Repayment Fee if applicable.
- 4.8 Amounts repaid may not be redrawn or borrowed again under this Agreement.

5. Change of law or circumstances

If there is any change in law or in its interpretation which makes it unlawful for:

- a) the Bank to make, fund or maintain the Facility, to perfect the Mortgage or to exercise any risk hedging, risk management, or other put or call option instrument associated with the minimisation and management of its risks associated with this Agreement, or
- b) the Borrower to borrow, grant or maintain the Mortgage,

the Bank may notify the Borrower or the Borrower may notify the Bank (as applicable) and thereupon the Bank's obligation to maintain the Facility shall cease. The Borrower shall, subject to clauses 16 and 22, immediately (or before the unlawfulness occurs, if it has not yet occurred) repay the Drawings in full together with all interest accrued thereon to the date of repayment and any other moneys then accrued and due (whether or not yet payable) under this Agreement.

6. Fees and expenses

- 6.1 The Borrower shall within five Business Days of demand, whether or not a Drawing is made:
- a) pay or reimburse the Bank for all stamp duty, any tax on goods and services, value added tax, registration fees, and brokerage fees, if any incurred or payable by the Bank in connection with or arising out of the entering into of this Agreement and related documentation, and any acquisition or disposal of any GEI Securities
 - b) pay or reimburse the Bank for all costs, charges and expenses incurred or payable by the Bank in connection with any action required to be taken by the Bank under this Agreement and the contemplated or actual enforcement of, or preservation of rights under, this Agreement (including any legal fees and costs of disposing of any GEI Securities).
- 6.2 Where required by the Bank, the Borrower shall pay the following fees to the Bank:
- a) a withdrawal fee, payable when funds under the Facility are drawn by cheque or telegraphic transfer
 - b) a security registration fee payable for entering the Mortgage on any required register payable upon registration by the Bank
 - c) a security release fee payable for entering the release or partial release of the Mortgage or any pre-existing charge on any required register, payable when a notice of release of charge is lodged by the Bank

- d) a retrieval of information fee, payable when the Borrower or a Guarantor, or their advisor or authorised representative requests the Bank to retrieve, collate, sort and/or provide archived or historical information about the Facility
- e) a direct debit dishonour fee, payable when any direct debit from an account with a financial institution is declined
- f) a cheque deposit dishonour fee, payable when a cheque deposit to the Facility dishonours
- g) a novation fee, payable when the Bank agrees to vary, assign or novate any of the obligations of the Borrower or any Guarantor under this Agreement or any Security Interest
- h) a brokerage fee, payable in respect of any purchase or disposal of GEI Securities under this agreement, and
- i) an unwind quote fee, payable for any quote provided by the Bank in respect of the amounts payable on early repayment of a Drawing provided that the fee will not be payable in respect of the first quote provided for each calendar quarter.

6.3 The fees set out in clauses 4 and 6 shall form part of the Secured Moneys and, except where otherwise provided, shall be payable within five Business Days of demand. The amount of the fees and charges referred to in clause 6.2 shall be published on the Bank's website at macquarie.com.au/protectedlending. The Bank may vary any of these fees or the manner in which they are calculated by way of update to the above website. Any varied fees or charges shall only be applicable to a Drawing after the Interest Reset Date occurring at least 30 Business Days after such website update.

7. Payments

- 7.1 All moneys payable by the Borrower or a Guarantor under this Agreement shall be paid in full without setoff or counterclaim of any kind and free and clear of, and without any deduction or withholding of any kind. Unless the Bank agrees otherwise, all payments under this Agreement shall be effected by way of a direct debit from an account at a bank or financial institution acceptable to the Bank.
- 7.2 Except where otherwise provided if any amount would otherwise become due for payment on a day which is not a Business Day, that amount shall become due on the next following Business Day.
- 7.3 A certificate or notice signed by the Bank stating any amount or rate for the purpose of this Agreement shall, prima facie, be binding on the Borrower.
- 7.4 Subject to clause 22.5(b), the Bank shall apply any moneys received or recovered towards satisfaction of the Secured Moneys as follows:
 - a) firstly to pay any fee payable under clause 6.2(h) in relation to that receipt or recovery of monies
 - b) secondly to repay the balance of any Drawing then owing, and
 - c) then to payment of any interest and other Secured Monies then owing.

7.5 The Bank shall be entitled to appropriate any moneys received or recovered by it against any Secured Moneys referred to in clause 7.4(c) in the manner and order in which it sees fit.

8. Representations and warranties

- 8.1 The Borrower and the Guarantors represent and warrant to the Bank that:
 - a) no Security Interest exists over any of the GEI Securities aside from the Security Interest created by this Agreement
 - b) subject to clause 8.2, the Owner is and/or will be, the beneficial owner of the GEI Securities
 - c) this Agreement is a first ranking mortgage over the GEI Securities
 - d) the Borrower and each Guarantor obtains various benefits by entering into, exercising its rights and performing its obligations under this Agreement
 - e) the Borrower and each of the Guarantors are able to pay their debts as and when they become due and payable
 - f) no Event of Default continues unremedied, and
 - g) each Drawing will be applied by the Borrower and the Owner wholly or predominantly for business or investment purposes.
- 8.2 The Borrower and the Guarantors further represent and warrant to the Bank that:
 - a) if either of them enter into this Agreement as a trustee (the **Trustee**) of any trust (the **Trust**), then:
 - i) the Trustee is liable under this Agreement in its personal capacity and as trustee of the Trust
 - ii) the Trustee has free and full power to enter into and perform this Agreement in its capacity as trustee of the Trust, and
 - iii) it is to the commercial benefit of the Trust, and the beneficiaries of the Trust that the Trustee enter into and perform this Agreement, and
 - b) if either one of the Borrower or the Guarantors is a company then:
 - i) it has been incorporated in accordance with the laws in its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted
 - ii) it has the power to enter into this agreement and comply with its obligations under it
 - iii) the agreement does not contravene its constitution or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded
 - iv) it has in full force and effect the authorisations necessary for it to enter into this agreement, to comply with its obligations and exercise its rights under this agreement and to allow it to be enforced

- v) no person has contravened or will contravene section 208 or section 209 of the Corporations Act 2001 by entering into this agreement or by participating in any transaction in connection with this agreement
- vi) there is no pending or threatened proceeding affecting it or any of its related bodies corporate or any asset before a court, governmental agency, commission or arbitrator except those in which a decision against it or the related body corporate would not result in a Material Adverse Change
- vii) neither it nor any of its related bodies corporate is in breach of a law or obligation affecting any of them or their assets which is likely to result in a Material Adverse Change, and
- viii) neither it nor any related body corporate has immunity from the jurisdiction of a court or from legal process.

8.3 The representations in clauses 8.1 and 8.2 are made on the date of this Agreement and are deemed to be repeated on each day while the Secured Moneys remain outstanding.

9. Undertakings

- 9.1 The Borrower shall supply to the Bank when requested to do so:
- a) copies of the financial statements for the Borrower and each Guarantor for each financial year,
 - b) such additional financial or other information relating to the Borrower or a Guarantor as the Bank may from time to time reasonably request.
- 9.2 Except to the extent provided in this Agreement, the Owner shall not, without the prior written consent of the Bank (which consent may, without limitation, be conditional on the payment by the Borrower of all or any amounts then accrued and due under this Agreement):
- a) create, agree or attempt to create or allow to exist, any Security Interest over or in respect of any GEI Securities, and
 - b) sell, redeem, dispose of, or otherwise deal with, any of the GEI Securities or any interest therein.
- 9.3 The Borrower and the Guarantors each undertake:
- a) to ensure that they are not in breach and that no event of default occurs under any other agreement that they may have with the Bank or any other financier, and
 - b) to ensure that no Security Interest granted by each of them over any of their assets becomes enforceable.

10A. Trading Participant terms

Capitalised terms used in this clause 10A which are not defined in this Agreement have the meaning given to them in the Rules.

- 10A.1
- a) The Owner hereby appoints upon the terms set out in this clause 10A the Trading Participant, and the Trading Participant agrees to act on those terms as the Owner's broker and agent to enter into transactions in relation to all of the ASX listed GEI Securities transacted under this Agreement upon the terms set out in this clause 10A, and to do all things:
 - i) necessary or incidental to the execution and settlement of such transactions
 - ii) that are required to be done by law in connection with such transactions, and
 - iii) that it would customarily be required or permitted to do under the rules, customs and usages of the exchange upon which those transactions are entered into on the ASX, provided that any such transactions shall only be settled through the Owner's account with the Sponsor or otherwise in accordance with this Agreement.
 - b) The Owner agrees that if the Trading Participant receives instructions from both the Owner and the Bank, the instruction given by the Bank will take precedence over the instruction given by the Owner, and for the avoidance of doubt, any instruction from the Bank shall be an instruction given on behalf of the Owner. The Bank may only give instructions or directions in accordance with its rights under this Agreement.
- 10A.2 The Trading Participant may decline to act on the Owner's instructions to place an order where:
- a) trading in the relevant GEI Securities has been suspended or halted for any reason whatsoever
 - b) a view is taken by the Trading Participant or the Bank that the order is likely to:
 - i) contribute to a breach of the Corporations Act, the ASIC Market Integrity Rules, or the ASX Operating Rules
 - ii) be inappropriate, unethical or likely to negatively affect the reputation or integrity of the Bank or the Trading Participant within the market, or
 - iii) create a disorderly market in the GEI Securities
 - c) accepting an order would be in breach of the internal risk management policies of the Bank or the Trading Participant
 - d) the Trading Participant is unable to accept the order due to interruptions or failures of its IT systems, or
 - e) the Trading Participant reasonably determines in its opinion that:
 - i) market conditions make it inappropriate to accept the order (having regard to factors including volatility, liquidity and availability)

14. Loan and Security Agreement

- ii) there is insufficient liquidity in the market to execute the order, or
 - iii) acting reasonably, it is otherwise necessary to refuse to accept the order.
- 10A.3 a) The Trading Participant may amend or cancel any transaction, even if the Owner has received a confirmation in relation to the transaction, if the Trading Participant reasonably believes that the transaction:
 - i) has been executed in error or
 - ii) breaches the Corporations Act or the Rules, or
 - iii) interferes with the integrity or orderly nature of the market or the exchange in any way,
- b) Unless an order has been rejected or cancelled, the Trading Participant will make reasonable endeavours to execute an order as soon as reasonably practicable after the order has been received by the Trading Participant in accordance with this clause 10A.
- 10A.4 Without limiting any other term of this clause 10A, an order will be taken to have been accepted by the Trading Participant and binding on the Owner as soon as the Trading Participant enters it into ITS.
- 10A.5 Unless an order has been rejected or cancelled, the Trading Participant will make reasonable endeavours to execute an order as soon as reasonably practicable after the Trading Participant receives the order.
- 10A.6 The Owner agrees that there is no guarantee that the Trading Participant will fill an order at a given price or time.
- 10A.7 The Owner acknowledges that an order may not be filled or may only be partially filled where there is insufficient liquidity in the market. If an order is only partially filled, the Owner is responsible for the settlement of that partially filled transaction, regardless of whether or not the remainder of the order is filled.
- 10A.8 The Trading Participant will provide a confirmation to the Owner as soon as reasonably practicable after the transaction. Where an order is filled or partially filled over more than one day, a confirmation relating to the part of the order executed on a day will be issued.
- 10A.9 The Owner acknowledges that a confirmation is issued subject to:
 - a) the Rules and directions, decisions and requirements of ASIC or ASX
 - b) the customs and usages of the market, and
 - c) the right of the Trading Participant to correct errors and omissions.
- 10A.10 The Owner authorises the Trading Participant to:
 - a) send confirmations in electronic form
 - b) send a single confirmation for a series of ASX transactions, and to provide to the Owner the average price at which the transactions were effected
 - c) issue a replacement confirmation or statement to correct an error or omission, and
 - d) cancel a confirmation at the direction of ASIC or ASX Ltd.
- 10A.11 The Owner acknowledges that orders placed with the Trading Participant may, from time to time, match with orders entered by the Trading Participant:
 - a) for other investors, resulting in a Crossing, or
 - b) as Principal, and to the extent that this occurs, the Owner authorises the Trading Participant to deal with the Owner as Principal.
- 10A.12 The Owner must not place an order with the Trading Participant that will breach, or is likely to cause the Trading Participant to breach, the Corporations Act or any Rules including in relation to:
 - a) market integrity, market manipulation, wash trading or matching of orders
 - b) insider trading or front running
 - c) the creation of a disorderly market or otherwise prejudicing the integrity or efficiency of the market, or
 - d) misleading or deceptive conduct concerning any dealings.
- 10A.13 The Trading Participant is not liable for any errors or omissions in any order placed or instructions given by the Owner.
- 10A.14 The Owner acknowledges that:
 - a) orders may be purged from ITS, subject to the Rules and ITS regulations
 - b) orders purged from ITS by the ASX will not be re-entered into ITS without the Owner placing a further order with the Trading Participant
 - c) all orders placed outside the Normal Trading Hours of the ASX will not be executed by the Trading Participant until commencement of the next Trading Day
 - d) an order will be executed at the price available on the ASX, which may be different from the price at which the share is trading when the Owner's order was placed with the Bank or the Trading Participant, and
 - e) any request to place, cancel or amend orders may experience delays being executed and neither the Bank or the Trading Participant are liable for any losses caused by such delays.

10A.15 The Trading Participant shall not be liable for any loss, damages, costs or expenses of any kind suffered or incurred by the Owner:

- a) as a result of anything lawfully done by the Trading Participant in accordance with, or incidental to, this Agreement or
- b) by reason of the Trading Participant complying with any direction, requirement or request of ASX Ltd, ASIC or any other regulatory authority where that direction, requirement or request:
 - i) is enforceable by law or by virtue of any rules imposed on the Trading Participant by ASX Ltd, ASIC or any other regulatory authority, or
 - ii) is not enforceable by law or by virtue of any rules imposed on the Trading Participant by ASX Ltd, ASIC or any other regulatory authority.

10A.16 The Owner acknowledges that ASIC or ASX have the power to cancel or amend transactions entered into the market or Crossings in its discretion without prior approval of the Trading Participant or the Owner, and the Owner is not able to claim compensation from the Trading Participant in these circumstances.

10A.17 Change of Trading Participant:

- a) the Bank may replace the Trading Participant (**Replaced Trading Participant**) with any related body corporate of the Bank by giving the Owner notice of the person that it proposes to appoint in the place of the existing Trading Participant (the **Replacement Trading Participant**) not less than 20 Business Days before the proposed date of appointment (subject to sub-clause 10A.17(e) of this clause, the Effective Date) and notifying the Owner
- b) this Trading Participant Agreement will be taken to have been novated to the Replacement Trading Participant on the Effective Date as if:
 - i) the Replacement Trading Participant is a party to this Trading Participant Agreement in substitution for the Replaced Trading Participant from the Effective Date
 - ii) any rights of the Replaced Trading Participant are transferred to the Replacement Trading Participant, and
 - iii) the Replaced Trading Participant is released by the Owner from any obligations arising on or after the Effective Date
- c) the novation in clause 10A.17(b) will not take effect until the Owner has received a notice from the Replacement Trading Participant confirming that the Replacement Trading Participant consents to acting as the Owner's Trading Participant, in which case the Effective Date will be the date of receipt of this notice by the Owner
- d) the Owner will be taken to have consented to the events referred to in clause 10A.17(b) by doing any act consistent with the novation of this Trading Participant Agreement to the Replacement Trading Participant on or after the Effective Date, and such consent will be taken to be given as of the Effective Date

e) this Trading Participant Agreement continues for the benefit of the Replaced Trading Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 10A.17(b) not binding or effective on the Effective Date, then:

- i) this Trading Participant Agreement will continue for the benefit of the Replaced Trading Participant until such time as the novation is effective, and
- ii) the Replaced Trading Participant will hold the benefit of this Trading Participant Agreement on trust for the Replacement Trading Participant.

10. Sponsor and nominee

Capitalised terms used in this clause 10 which are not defined in this Agreement have the meaning given to them in the Rules.

- 10.1
 - a) The Owner hereby appoints the Sponsor, and the Sponsor accepts that appointment:
 - i) as agent of the Owner, to provide transfer and settlement services in relation to any ASX listed GEI Securities to which this Agreement applies, on the terms of this clause 10 and clause 11
 - ii) as agent and nominee of the Owner, to take delivery of any CHESS Approved GEI Securities purchased by the Owner, or to effect delivery of any CHESS Approved Securities sold or to be delivered by the Owner.
 - b) Notwithstanding the provisions of clause 11 the Owner agrees that while any of the Secured Moneys remain owing, it will:
 - i) not limit, suspend or terminate the appointment of the Sponsor without the prior written consent of the Bank
 - ii) not provide any direction to the Sponsor which is inconsistent with the provisions of this Agreement without the prior written consent of the Bank, and
 - iii) exercise its rights under clauses 11.7(d), 11.9 and 11.12 only in accordance with the instructions of the Bank.
- 10.2 The Owner agrees that the rights of the Bank under the Mortgage shall not be affected by any change of Sponsor, any removal of the Participant Sponsored Holdings from the CHESS sub register or transfer of GEI Securities to a new Holding occurring in accordance with clause 11.
- 10.3 The Owner and the Borrower expressly authorise and direct the Sponsor to:
 - a) take whatever action is reasonably required by the Bank in accordance with the Rules to give effect to the Bank's rights under this Agreement, and

- b) act in accordance with any direction or instruction which it receives from the Bank in respect of the GEI Securities for any purpose permitted under this Agreement, including in relation to the utilisation of the HIN under which the GEI Securities are registered.
- 10.4 The Sponsor must, as soon as practicable, notify the Bank as soon as it becomes aware of any action taken by the Owner to limit, suspend or terminate the Sponsorship Agreement.
- 10.5 The Sponsor must indemnify the Bank for all liability, loss, costs, charges and expenses arising from or incurred by the Bank as a result of the breach by the Sponsor of any of its obligations under this Agreement.
- 10.6 Notwithstanding any other term of this Agreement, the Bank may agree with the Owner that any of the GEI Securities that are CHES Holdings may be sponsored by a Participant other than the Sponsor on such terms and conditions as the Bank may agree with the Participant and the Owner.
- 10.7 The Owner confirms and agrees that, at the direction of the Bank, the Owner will, at its own cost, transfer the legal title to or all some of the GEI Securities (as specified by the Bank) into the name of any subsidiary of the Bank as nominated by the Bank (the **Nominee**) and those GEI Securities will be held by the Nominee as registered owner as nominee for the Owner. It is acknowledged that the purchase money for the GEI Securities has been, or will be, contributed by the Owner from funds that may be borrowed from the Bank under the Facility.
- 10.8 For the avoidance of doubt, the Owner shall be absolutely entitled to the GEI Securities as against the Nominee. Subject to the rights of the Bank under this Agreement, the Owner shall be entitled to instruct and direct the Nominee with regard to any matter relating to or affecting the GEI Securities, and the Nominee shall (to the extent it is capable) comply with such instructions, including without limitation, with regard to all voting rights (to the extent available) attached to the GEI Securities.
- 10.9 In the event the Owner instructs the Nominee to sell all or any of the GEI Securities, and the Bank consents to such a sale, the Nominee may effect such sale in any manner that it, in its discretion, considers appropriate. All stamp duty, brokerage fee and other fees and expenses shall be for the account of the Owner.
- 10.10 The provisions of clauses 12.9 and 21 shall apply in respect of any Distributions or any other corporate action referred to in clause 21 occurring in respect of GEI Securities held by the Nominee.
- 10.11 The Nominee will inform the Owner of any notice received by it in relation to the GEI Securities for which it is acting as nominee.
- 10.12 The Nominee is hereby irrevocably authorised and directed to act in accordance with any instruction or direction which it receives from the Bank in respect of the GEI Securities for any purpose permitted under this Agreement.

- 10.13 The Owner irrevocably directs that all amounts received by the Bank or the Nominee by way of Distributions, interest or proceeds of sale in relation to the GEI Securities be applied in accordance with the provisions of this Agreement. The Bank and the Nominee shall not be obligated to pay any interest in relation to any such Distributions, interest or proceeds of sale received.
- 10.14 The Owner agrees that if the Sponsor receives instructions concerning any GEI Securities from both the Owner and the Bank, the instruction given by the Bank will take precedence over the instruction given by the Owner.
- 10.15 For the avoidance of doubt, any instruction or direction to the Sponsor or Nominee from the Bank under this Agreement is an instruction or direction given on behalf of the Owner. The Bank may only give instructions or directions in accordance with its rights under this Agreement.

11. Terms of sponsorship

Capitalised terms used in this clause 11 but which are not defined in this Agreement have the meaning given to them in the ASX Settlement Rules.

- 11.1 If not otherwise informed, the Bank or the Sponsor shall inform the Owner of the HIN for the Participant Sponsored Holding. All of the GEI Securities the subject of this Agreement that are CHES Holdings shall be registered under this HIN (unless these GEI Securities are transferred to the Nominee's HIN in accordance with clause 10.7 or otherwise).

Mandatory provisions

11.2 Sponsor's rights

- a) Where the Owner authorises the Sponsor to buy GEI Securities, the Owner will pay for those GEI Securities within three (3) Business Days of the date of purchase.
- b) Subject to clause 11.2(c), the Sponsor is not obliged to transfer GEI Securities into the Participant Sponsored Holding, where payment for those GEI Securities has not been received, until payment is received.
- c) Where a contract for the purchase of GEI Securities remains unpaid after the Sponsor has made a demand of the Owner to pay for the GEI Securities, the Sponsor may sell those GEI Securities that are the subject of that contract at the Owner's risk and expense and that expense shall include brokerage and stamp duty.
- d) Where the Sponsor claims that an amount lawfully owed to it has not been paid by the Owner the Sponsor has the right to refuse to comply with the Owner's Withdrawal Instructions, but only to the extent necessary to retain securities of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120 per cent of the current market value of the amount claimed).

11.3 Owner's rights

- a) Subject to clauses 11.2(c) and 11.2(d) of this Sponsorship Agreement, the Sponsor will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of receipt of the Withdrawal Instructions.
- b) The Sponsor will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Owner.
- c) The Sponsor holds an Australian financial services license under the Corporations Act and is a participant of the ASX. The Owner can obtain information as to the status of the Sponsor from the Australian Securities & Investments Commission and from ASX Ltd.
- d) In certain circumstances, the Owner may lodge a complaint about the Sponsor with the Financial Ombudsman Service or the National Guarantee Fund.

11.4 Supply of information

The Owner will supply all information and supporting documentation which is reasonably required to permit the Sponsor to comply with the registration requirements, as are in force from time to time, under the ASX Settlement Rules.

11.5 Payment of fees

The Owner shall pay all brokerage fees and associated transactional costs within the period prescribed by the Sponsor.

11.6 Pledging and sub-positions

- a) Subject to the terms of this Agreement, where the Owner arranges with any person to give a charge or any other interest in GEI Securities in a Participant Sponsored Holding, the Owner authorises the Sponsor to take whatever action is reasonably required by the person in accordance with the ASX Settlement Rules to give effect to that arrangement.
- b) The Owner acknowledges that where, in accordance with this Agreement and/or the Owner's instructions, the Sponsor initiates any action which has the effect of creating a sub-position over GEI Securities in the Participant Sponsored Holding, the right of the Owner to transfer, convert or otherwise deal with those GEI Securities is restricted in accordance with the terms of the Rules relating to sub-positions.

11.7 Mandatory notifications and acknowledgements

- a) The Owner acknowledges that if the Sponsor is not a Market Participant of the ASX, neither ASX Ltd nor any Related Party of ASX Ltd has any responsibility for supervising or regulating the relationship between the Owner and the Sponsor, other than in relation to the ASX Settlement Rules relating to the sponsorship agreements.
- b) The Owner acknowledges that if a Transfer is taken to be effected by the Sponsor under section 9 of the ASX Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under this Agreement, then:
 - i) the Owner may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not effected by the Sponsor or that the Sponsor was not authorised by the Owner to effect the Transfer, and
 - ii) unless the Transfer is also taken to have been effected by a Market Participant of the ASX or a Clearing Participant of ASX Clear, the Owner has no claim arising out of the Transfer against the National Guarantee Fund under Part 7.5 Division 4 of the Corporations Act 2001.
- c) In the event the Sponsor breaches any of the provisions of this Agreement, the Owner may refer that breach to any regulatory authority, including ASX Settlement.
- d) In the event that the Sponsor is suspended from CHES participation, subject to the rights of the Bank and the assertion of an interest in the GEI Securities controlled by the Sponsor, or by the liquidator, receiver, administrator or trustee of the Sponsor:
 - i) the Owner has the right, within twenty (20) Business Days of ASX Settlement giving Notice of suspension, to give notice to ASX Settlement requesting that any Participant Sponsored Holdings be removed either:
 - from the CHES Sub register, or
 - from the control of the suspended Sponsor to the control of another Sponsor with whom they have concluded a valid Sponsorship Agreement pursuant to Rule 12.19.10, or
 - ii) where the Owner does not give notice under clause 11.7(d)(i), ASX Settlement may effect a change of Sponsor under Rule 12.19.11 and the Owner will be deemed to have entered into a new Sponsorship Agreement with the new Sponsor on the same terms as this Sponsorship Agreement
 - iii) where the Owner is deemed to have entered into a new Sponsorship Agreement in accordance with clause 11.7(d)(ii), the Sponsor must enter into a Sponsorship Agreement with the Owner within ten (10) Business Day of the change of Sponsor.

- e) The Owner acknowledges that before the Owner executed this Agreement, it read the 'CHESS explanation' attached to this Agreement explaining the effect of clauses 10 and 11.
- f) The Owner acknowledges that:
 - i) in the event of the death or bankruptcy of the Owner, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with the ASX Settlement Rules, unless the Owner's legally appointed representative or trustee elects to remove the Participant Sponsored Holding from the CHESS Sub-register
 - ii) in the event of the death of the Owner, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Owner's estate, subject to the consent of the legally appointed representative, for a period of up to three calendar months after the removal of a Holder Record Lock applied pursuant to clause 11.7(f)(i) unless the Owner's legally appointed representative or trustee elects to remove the Participant Sponsored Holding.

11.8 For joint holdings only

If the Owner is a joint holder then:

- a) each Owner acknowledges that if one of the Owners dies, the Sponsor will transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Owner/s, and this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record
- b) the Owner acknowledges that in the event of the bankruptcy of one of the Owners the Sponsor will:
 - i) unless the legally appointed representative of the bankrupt Owner elects to remove the Participant Sponsored Holdings from the CHESS Subregister, establish a new Holder Record in the name of the bankrupt Owner, transfer the interest of the bankrupt Owner into new Holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all Holdings under that Holder Record, and
 - ii) establish a new Holder Record in the name(s) of the remaining Owner(s) and Transfer the interest of the remaining Owner(s) into new Holdings under the new Holder Record.

11.9 Change of Sponsor

- a) If the Owner receives a Participant Change Notice from the Sponsor of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Sponsor, the Owner is under no obligation to agree to the change of Sponsor and, subject to the terms of this Agreement, may choose to do any of the things set out in sub-clauses (i) or (ii):
 - i) the Owner may choose to terminate this Sponsorship Agreement by giving Withdrawal Instructions under the ASX Settlement Rules to the Sponsor, indicating whether the Owner wishes to transfer its Participant Sponsored Holding to another Sponsor or transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings
 - ii) if the Owner does not take any action to terminate this Sponsorship Agreement in accordance with (i) above, and does not give any other instructions to the Sponsor which would indicate that the Owner does not agree to the change of Sponsor then, on the date referred to in clause 11.19(b) below (Effective Date), then the Bank, Borrower, and the Guarantors authorise the Sponsor to novate this Sponsorship Agreement to the new Sponsor without obtaining any further approval, consent or authorisation from the Bank, Borrower or the Guarantors and this Sponsorship Agreement will then be binding on all parties as if, on the Effective Date:
 - A) the new Sponsor is a party to this Sponsorship Agreement in substitution for the existing Sponsor
 - B) any rights of the existing Sponsor are transferred to the new Sponsor, and
 - C) the existing Sponsor is released by the Owner from any obligations arising on or after the Effective Date.
- b) The novation in clause 11.9(a)(ii) will not take effect until the Owner has received a notice from the new Sponsor confirming that the new Sponsor consents to acting as the Sponsor for the Owner. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- c) The Owner will be taken to have consented to the events referred to in clause 11.9(a) by doing of any act which is consistent with the novation of the Sponsorship Agreement to the new Sponsor to (for example by giving an instruction to new Sponsor), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

- d) This Sponsorship Agreement continues for the benefit of the existing Sponsor in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 11.9(a)(ii) not binding or effective on the Effective Date, then:
- i) this Sponsorship Agreement will continue for the benefit of the existing Sponsor until such time as the novation is effective, and
 - ii) the existing Sponsor will hold the benefit of this Sponsorship Agreement on trust for the new Sponsor.
- e) Nothing in this Sponsorship Agreement will prevent the completion of CHESS transactions by the existing Sponsor where the obligation to complete those transaction arises before the Effective Date and this Sponsorship Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of this Sponsorship Agreement to the new Sponsor.

11.10 Claims for compensation

- a) If the Sponsor breaches a provision of this Sponsorship Agreement and the Owner makes a claim for compensation pursuant to that breach, the ability of the Sponsor to satisfy that claim will depend on the financial circumstances of the Sponsor.
- b) If a breach by a Sponsor of a provision of this Sponsorship Agreement falls within the circumstances specified under Part 7.5 Division 4 of the Corporations Regulations, the Owner may make a claim on the National Guarantee Fund for compensation.

11.11 Variation

Should any of the provisions in the Sponsorship Agreement be inconsistent with the provisions in the ASX Settlement Rules, the Sponsor will, by giving the Owner not less than seven (7) Business Days written Notice, vary the Sponsorship Agreement to the extent to which is in the Sponsor's reasonable opinion is necessary to remove any inconsistency.

11.12 Termination

- a) Subject to the terms of this Agreement and the ASX Settlement Rules, this Sponsorship Agreement will be terminated upon the occurrence of any of the following events:
 - i) by notice in writing from either the Owner or the Sponsor to the other parties to the Agreement
 - ii) upon the Sponsor becoming insolvent
 - iii) upon the termination or suspension of the Sponsor, or
 - iv) upon giving of Withdrawal Instructions by an Owner to a Controlling Participant in accordance with Rule 7.1.10(c).
- b) Termination under clause 11.12(a)(i) will be effective upon receipt of Notice by the other parties to the Agreement.

- 11.13 The Sponsor may, in accordance with the ASX Settlement Rules and subject to the approval of the Bank, appoint any agent, independent contractor or other third party to perform any of its obligations or take any action required by it under this Agreement or the ASX Settlement Rules.

12. Security

- 12.1 For the purposes of securing the due and punctual payment and satisfaction of the Secured Moneys, the Owner, as legal and beneficial owner (or where the Owner is a trustee of a trust, as legal owner), mortgages to the Bank all of its right, title and interest in and to the GEI Securities.
- 12.2 All Further Securities and Rights (where appropriate) will be applied to the Participant Sponsored Holding established pursuant to this Agreement. The Further Securities and Rights will be subject to the Mortgage.
- 12.3 The Owner shall deposit with the Bank (or its nominee) all certificates (if any) evidencing any GEI Securities referred to in clause 12.1.
- 12.4 The Owner shall:
- a) pay all calls, instalments or other moneys which are payable in respect of the GEI Securities, and
 - b) acquire or dispose of Rights upon the request of the Bank if failure to take up or dispose of such Rights (as the case may be) might, in the Bank's reasonable discretion, result in this Agreement being materially lessened in value.
- 12.5 The Owner may, subject to clauses 12.9, 13 and 21:
- a) retain and apply for its own use any Distribution or return of capital payable in respect of the GEI Securities, and
 - b) exercise the right to vote in respect of the GEI Securities and exercise the right to acquire any further securities in the Company.
- 12.6 Without limiting any rights, powers or remedies conferred upon the Bank by this Agreement or by law, at any time, whether before or after the occurrence of an Event of Default, the Bank may:
- a) insert the name of the Bank or its nominee (or, but only after an Event of Default has occurred or the Borrower has given a notice in accordance with clause 22.1(b), the name of any purchaser pursuant to a power of sale conferred by law or the power of sale referred to in clause 13.2) in all or any transfer document (Transfers) (and other relevant documents, if any) relating to the GEI Securities
 - b) in the name of the Owner sign, seal and deliver all or any of those Transfers (and those other relevant documents)
 - c) cause all or any of those Transfers to be registered, and
 - d) deliver the certificates (if any) deposited with the Bank in respect of the GEI Securities (and/or any certificate issued consequent upon such registration of the Transfers) to any such nominee (or any such purchaser).

12.7 The Mortgage is intended to be a first ranking Security Interest which shall remain in full force and effect until the whole of the Secured Moneys have been paid or satisfied in full.

12.8 The Owner agrees to do anything necessary for the purposes of:

- a) ensuring that the Mortgage is enforceable, perfected and otherwise effective, or
- b) enabling the Bank to apply for registration, or give any notification, in connection with the Mortgage so that the Mortgage has the priority contemplated by this Agreement, or
- c) enabling the Bank to exercise its rights in connection with the Mortgage.

The undertaking under clause 12.8 (a) shall include doing anything necessary to perfect the Security Interest created by the Mortgage for the purposes of the PPSA, including where the Bank elects to perfect the Mortgage by way of control (whether in addition to or instead of by way of registration), agreeing to any amendments that may be required to the provisions of clauses 10 or 11 to achieve this. The Bank shall be entitled to rely on the provisions of clause 25.3 to give effect to this clause.

12.9 Where the GEI Securities comprise units in a MIS the Owner must, unless otherwise permitted by the Bank, reinvest all Distributions paid in respect of those GEI Securities in applying for further units in that MIS and those further units shall form part of the Further Securities. To the extent that any amount is required to be withheld or deducted from a Distribution by the responsible entity of an MIS, the Owner must pay to the Bank an amount equal to the amount withheld or deducted and such amount will be applied to acquire further units in the MIS. Those further units shall also form part of the Further Securities.

13. Events of default

13.1 Each of the following events shall be an Event of Default:

- a) the Borrower, or any Guarantor fails to pay any Drawing, interest or any other moneys when due in accordance with this Agreement and such failure continues for more than three Business Days
- b) the Borrower or Owner breaches an undertaking given in clause 9.2
- c) the Borrower, or any Guarantor fails to duly and punctually perform or comply with any of their respective obligations under this Agreement (other than a payment obligation or an undertaking given in clause 9.2) and, where capable of remedy, such failure continues for more than five Business Days after written notice from the Bank
- d) any representation or warranty made by any person in connection with this Agreement proves to have been materially incorrect or misleading when made and, where capable of remedy, is not remedied within five Business Days

- e) where the Borrower or a Guarantor is a body corporate:
 - 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 the Borrower or the Guarantor be wound up or otherwise dissolved and/or that an administrator, a liquidator or provisional liquidator of the Borrower 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 the Borrower or the Guarantor
- f) the Borrower, or a Guarantor, becomes insolvent or is subject to any arrangement, assignment or composition, or protected from any creditors or otherwise unable to pay their respective 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 GEI Securities
- h) any litigation, administrative proceedings or other procedure for the resolution of disputes is commenced in which the title of the Owner to any of the GEI Securities, will or might be impeached or the Owner's enjoyment, or the Bank's rights under this Agreement, or to any of the GEI Securities, will or might be restrained or otherwise hindered
- i) any of the GEI Securities that are listed on the ASX ceases, or in the reasonable opinion of the Bank are likely to cease, to be quoted on the ASX or are, or in the reasonable opinion of the Bank are likely to be, suspended from trading
- j) if the GEI Securities include interests in a MIS, the responsible entity of any such MIS suspends redemptions, or in the reasonable opinion of the Bank is likely to suspend redemptions
- k) there occurs an event which is or may be, in the Bank's opinion, a Material Adverse Change.

13.2 If an Event of Default occurs the Bank may, without being obliged to do so and notwithstanding any waiver of any previous default, and in addition to any other rights or remedies conferred by this Agreement or by law, but subject to clause 22:

- a) declare the Drawings, accrued interest and all other sums which are accrued and due hereunder (whether or not presently payable) to be, whereupon these amounts shall become, immediately due and payable without further demand, notice or other legal formality of any kind and/or
- b) declare the Facility terminated whereupon the obligations of the Bank hereunder shall immediately cease and/or

- c) do all acts and things and exercise all rights, powers and remedies that the Owner could do or exercise in relation to the GEI Securities including, without limitation, the power to without any notice to the Borrower or the Owner:
- i) take possession and assume control of the GEI Securities
 - ii) receive all Distributions (whether monetary or otherwise) made or to be made in respect of the GEI Securities
 - iii) sell or agree to sell, or request redemption of, the GEI Securities (whether or not the Bank has taken possession) at their Market Value at the time of sale and on such other terms as the Bank may reasonably determine
 - iv) employ solicitors, accountants, and other consultants on such terms as the Bank may reasonably determine
 - v) carry out and enforce, or refrain from carrying out or enforcing, rights and obligations of the Owner which may arise in connection with the GEI Securities, or be obtained or incurred in the exercise of the rights, powers and remedies of the Bank
 - vi) institute, conduct, defend, settle, arrange, compromise and submit to arbitration any claims, questions or disputes whatsoever which may arise in connection with the GEI Securities or in any way relating to this Agreement, and to execute releases or other discharges in relation thereto, and
 - vii) execute documents on behalf of the Owner under seal or under hand,

and any moneys which the Bank may reasonably incur by reason of doing any of the above shall form part of the Secured Moneys.

14. Appointment of receiver

14.1 Immediately upon or at any time after the occurrence of an Event of Default, the Bank may appoint in writing any person to be a receiver or receiver and manager (the Receiver) of any GEI Securities and:

- a) the Receiver may be appointed by the Bank on such terms as the Bank may reasonably determine
- b) the Bank may remove a Receiver and may appoint another in his place
- c) the Bank may from time to time determine 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 GEI Securities.

14.2 Unless and until the Bank by notice in writing to the Owner and to the Receiver requires that the Receiver act as agent of the Bank, or until an order is made or resolution is passed for the winding up of the Owner, the Receiver shall be the agent of the Owner, and the Owner alone shall be responsible for the acts and defaults of the Receiver, but in exercising any powers of the Bank, the Receiver shall have the authority of both the Owner and the Bank.

14.3 Subject to any specific limitations placed upon him by the terms of his appointment, the Receiver may, in addition to any right, power or remedy conferred upon him by law, do any act, matter or thing and exercise any right, power or remedy that may be done or exercised by the Bank in relation to the GEI Securities.

15. Default interest

15.1 If the Borrower fails to pay when due any moneys payable under this Agreement, the Borrower shall pay interest on such moneys from and including the due date to the date of actual payment (after as well as before judgment) at a rate of interest per annum determined by the Bank provided the rate does not exceed the aggregate of 4 per cent per annum and the Applicable Interest Rate.

15.2 Interest at the rate or rates determined from time to time in accordance with clause 15.1 shall accrue from day to day, be calculated on the basis of the actual number of days elapsed and a 365 day year (including the first day of the period during which it accrues but excluding the last). Such interest shall be payable from time to time upon written demand and be compounded at such intervals as the Bank considers appropriate being not less than 30 days.

16. Early unwind and other costs

16.1 The Borrower shall reimburse the Bank (and the Nominee) for any and all losses, liabilities, damages, costs and expenses which may be incurred by the Bank arising out of or in connection with:

- a) any Event of Default, including, without limiting the generality of this provision, a failure to comply with clause 21 of this Agreement
- b) the proper exercise of any right, power or remedy contained, referred to or implied in this Agreement
- c) the Bank acting in good faith on instructions which reasonably appear to the Bank to have been provided by the Borrower or the Owner, or any authorised representative, whether via facsimile, telephone, orally, or electronic means
- d) a proposed Drawing not being made available in accordance with the request for any reason except the default of the Bank
- e) the disposal or acquisition of GEI Securities by an Owner under the terms of clause 23
- f) any repayment of a Drawing prior to its Final Maturity Date or a Drawing becoming due for repayment prior to its Final Maturity Date (whether pursuant to clause 4, 21, 23 or otherwise), including, without limitation, any Fixed Rate Break Amount and any loss or expense incurred in respect of:
 - i) the Bank obtaining or unwinding (as the case may be) any appropriate form of risk hedging or management agreement (or instrument of similar effect including any put or call option) with respect to this Agreement, the funding of the Drawing, the acquisition or disposition of any of the GEI

- Securities or the management of the risks arising from the limited recourse provisions in clause 22 (including, without limitation, any equity risk hedging instruments) or
- ii) the exercise, non-exercise or the prevention or inability by the Bank to exercise any rights under any such risk hedging or risk management agreement (or instrument of similar effect, including any put or call option), or
- iii) the acquisition by the Bank of any Further Securities (including the price of such securities) in any of the circumstances contemplated by clause 21.

- 16.2 If the Bank reasonably determines that any Official Directive directly or indirectly:
- a) increases or is reasonably likely to increase the cost to the Bank of providing, funding or maintaining a Drawing, or
 - b) reduces or is reasonably likely to reduce any amount received or receivable by the Bank, or its effective return, in connection with a Drawing, or
 - c) reduces or is reasonably likely to reduce the Bank's return on capital allocated to a Drawing, or its overall return on capital,

then provided the Bank notifies the Borrower of such Official Directive by no later than 30 days before the next Interest Reset Date for that Drawing the Borrower shall be obliged to pay to the Bank the amounts that are reasonably necessary to compensate the Bank for any increase or reduction described in paragraphs (a) to (c) suffered by the Bank in respect of the Drawing in the period following that next Interest Reset Date.

- 16.3 Except to the extent of any negligence, fraud or wilful default on the part of the Bank, the Bank shall not be responsible for any losses of any kind suffered by the Borrower as a result of:
- a) the exercise or attempted exercise of any of the rights, powers or remedies of the Bank under this Agreement, or
 - b) any failure by the Bank to exercise any of its rights, powers or remedies under this Agreement.

- 16.4 In exercising any right or performing any obligation to acquire or dispose of GEI Securities under this Agreement, whether at the request of the Borrower or Owner or otherwise, the Bank shall have no obligation to ensure that such acquisition or disposal occurs at any given time or at any given price, other than its obligations to dispose of GEI Securities at Market Value under clauses 13.2(c)(iii) and 22.5(a).

17. Guarantee and third party provisions

- 17.1
- a) This clause 17 shall apply to the Guarantors,
 - b) The amount of the Guarantor's liability as guarantors under this clause 17 is limited to the Secured Moneys.
 - c) The liability of a Guarantor (and if more than one, then each of them) under this clause 17 is joint and several.
- 17.2
- a) The Guarantors unconditionally and irrevocably guarantee to the Bank the due and punctual payment and satisfaction of the Secured Moneys by the Borrower.
 - b) Subject to clause 22, if the whole or any part of the Secured Moneys:
 - i) is irrecoverable or has never been recoverable by the Bank from the Borrower or from the Guarantors as surety, or
 - ii) cannot be enforced against the Borrower or against the Guarantors as surety, or
 - iii) is not paid to the Bank for any other reason in any case for any reason whatsoever including, without limitation, by reason of:
 - A) any legal limitation, disability, incapacity, lack of any power or lack of authority of or affecting any person
 - B) any of the transactions relating to the Secured Moneys being void, voidable or unenforceable (whether or not the matters or facts relating thereto have been or ought to have been within the knowledge of the Bank),

then the Guarantors undertake to pay to the Bank the amounts necessary to compensate the Bank for any losses, damages, costs and expenses suffered by the Bank as a consequence.

- c) Subject to clause 22, if the Borrower defaults in the due and punctual payment or satisfaction of any of the Secured Moneys, the Guarantors shall pay the whole amount of the Secured Moneys to the Bank within 5 Business Days of demand. The Bank may make such a demand on the Guarantors from time to time and whether or not demand has been made on the Borrower.
 - d) Subject to clause 22, Guarantors shall pay to the Bank within 5 Business Days of demand an amount equal to the amount of the losses, damages, costs and expenses referred to in clause 17.2(b). The Bank may make such a demand from time to time and whether or not demand has been made on the Borrower.
- 17.3 The Guarantors agree that their liability under clause 17.2(b) is that of principal debtor.
- 17.4 The Guarantors' obligations under this Agreement shall be absolute and unconditional in any and all circumstances and shall not be prejudiced, released or otherwise affected by any one or more of the following (whether 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 the obligations of the Borrower, the Guarantor or of any other person under this Agreement or of any of the Secured Moneys
 - b) any of the obligations of the Borrower or 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 or acquiescence on the part of the Bank or any other person
 - d) the exercise or failure to exercise by the Bank of any Security Interest
 - e) any part of the moneys forming part of the Secured Moneys being or becoming irrecoverable or never having been recoverable or any part of the obligations forming part of the Secured Moneys being or becoming unenforceable or never having been enforceable
 - f) any non-compliance by the Bank or any other person with the provisions of any law or with any provision of this Agreement
 - g) any law or judgement staying or suspending all or any of the rights of the Bank against the Borrower, a Guarantor, or any other person (by operation of law or otherwise)
 - h) any person becoming or not becoming a guarantor of the Secured Moneys or any part thereof or any discharge or release of any such person
 - i) the insolvency, bankruptcy, winding up, receivership or administration of the Borrower, a Guarantor or any other person
 - j) any setting aside or avoidance of any payment by the Borrower, a Guarantor or any other person
 - k) any other fact, matter, circumstance or thing whatsoever which, but for this provision, could or might operate to prejudice, release, discharge or otherwise affect the Borrower's or a Guarantor's obligations under this Agreement.
- 17.5 Subject to clause 22, the Bank shall not be required to proceed against the Borrower or exhaust any remedies it may have against the Borrower or enforce this Agreement but shall be entitled to demand and receive payment from the Guarantors when any payment is due under this Agreement and/ or to proceed directly against the GEI Securities.
- 17.6 Unless and until the whole of the Secured Moneys have been paid or satisfied in full, the Guarantors shall not make any claim for any sum paid under this Agreement or enforce any rights which they may have (whether by way of defence, indemnity, setoff, counterclaim, contribution, subrogation or otherwise) against the Borrower or its property or as against the Bank.

18. Set-off

18. a) Subject to clause 22, the Bank may (in addition to any general or banker's lien, right of setoff, right to combine accounts or any other right to which it may be entitled), without notice to the Borrower or any other person, setoff and apply any credit balance (or any part thereof in such amounts as the Bank may elect) on any account (whether such account is subject to notice or not and whether matured or not) of the Borrower with the Bank and any other moneys owing by the Bank to the Borrower against the Secured Moneys.
- b) The Bank may (in addition to any general or banker's lien, right of setoff, right to combine accounts or any other right to which it may be entitled), without notice to a Guarantor or any other person, setoff and apply any credit balance (or any part thereof in such amounts as the Bank may elect) on any account (whether such account is subject to notice or not and whether matured or not) of that Guarantor with the Bank and any other moneys owing by the Bank to the Guarantor against any amounts owing by the Guarantor under this Agreement.
- c) In the event that any amount which is sought to be set-off by the Bank under clauses 18 (a) and (b) above is the subject of a bona fide dispute then the Bank's right of set-off under those clauses shall be suspended pending the outcome of any dispute resolution process which is undertaken by the relevant parties in respect of that dispute.

19. Notices

- 19.1 Except where otherwise permitted under this Agreement, all notices and other communications required by this Agreement to be in writing shall be given by the relevant party and shall be sent to the recipient by hand, prepaid post (airmail if outside Australia), facsimile or electronically.
- 19.2 A notice or other communication shall be deemed to be duly received:
- a) if sent by hand, when left at the address of the recipient
 - b) if sent by prepaid post, 3 days after the date of posting
 - c) if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number, or
 - d) if sent electronically, simultaneously with the sender initiating the electronic delivery of that notice unless the sender's machine receives a report indicating that the notice was not delivered.
- 19.3 All notices and other communications shall be sent to the addresses of the respective parties as set out in the most recent Loan Statement or as a party may notify to the other party in writing.
- 19.4 The Guarantors appoint the Borrower (or if more than one Borrower, then any of them) as their agent to receive all notices under this Agreement.

20. Assignment

- 20.1 The Borrower and the Guarantors shall not assign or otherwise transfer the benefit of this Agreement or any of their respective rights, remedies, powers, duties or obligations under this Agreement without the prior written consent of the Bank.
- 20.2 The Borrower and each Guarantor:
- a) authorise the Bank to assign, transfer, novate and otherwise grant participations or subparticipations in, and can otherwise deal in any manner (including to grant any Security Interest over) all or any part of the benefit of this Agreement and any of the Bank's rights, remedies, powers, duties and obligations under this Agreement to any person (including any trustee or manager, of a securitisation programme or otherwise and notwithstanding that such trustee or manager's liability may be limited by the terms of the novation or otherwise) without obtaining any further approval, consent or authorisation of the Borrower and the Guarantors
 - b) agree to, and to be bound by, any novation of this Agreement (or any part of it) whereby the Bank's rights and obligations in the terms of this Agreement are assumed by another person (including any trustee or manager of a securitisation programme or otherwise and notwithstanding that such trustee or manager's liability may be limited by the terms of the novation or otherwise), and notwithstanding that the identity of that person is not disclosed to the Borrower or the Guarantors prior to or upon such novation.
- 20.3 The Borrower and the Owner each appoint and authorise any attorney appointed by it under clause 25.3 of this Agreement to complete, sign and deliver or cause to be completed, signed and delivered as its attorney, any document that in the opinion of the Bank is necessary or desirable to effect any proposed novation or any arrangement referred to in clause 20.2 of this Agreement.
- 20.4 In exercising or potentially exercising its rights under clause 20.2, the Bank may, subject to any relevant law, disclose to any person information about the Borrower, the Guarantors, the Drawings, the Facility, the GEI Securities or this Agreement.
- 20.5 The Bank may disclose to the ASX, ASX Ltd, ASX Settlement, ASX Clear, the Australian Securities and Investments Commission or other relevant regulatory authority, any information regarding the Owner or the GEI Securities, which the ASX, ASX Ltd, ASX Settlement, ASX Clear, the Australian Securities and Investments Commission or such regulatory authority may require.
- 20.6 Without limiting the previous provisions of this clause 20, the Bank and/or its assignee or transferee is entitled to assign its rights and novate its obligations under this Agreement, or any part of this Agreement, to any trustee or manager of a securitisation programme.

21. Corporate actions

- 21.1 For the purpose of better securing the rights of the Bank under this Agreement, the Owner shall deal with (including, without limitation, by way of acquisition or disposal) the GEI Securities or any part of the GEI Securities, as the Bank may reasonably require.
- 21.2 Without limiting the generality of clause 21.1, in the event of:
- a) a takeover offer, takeover announcement, restructure or reconstruction of capital, or
 - b) a bonus issue, stock split, consolidation, scheme of arrangement or other arrangement under which any Rights vest in or accrue to the Owner, or
 - c) a rights issue or any other entitlement or right of the Owner to subscribe for or otherwise acquire any Further Securities or any allotment of Further Securities, or
 - d) a special Distribution, return of capital, share buyback or other distribution; which includes or applies to any of the GEI Securities (the Target Securities)
- then the Bank may require the Owner, at the Owner's own cost, to do one or more of the following:
- i) sell or dispose of some or all of the Target Securities in such manner as the Bank may reasonably require, including by way of acceptance of the takeover offer, takeover announcement or reconstruction, referred to in clause 21.2(a), or
 - ii) sell or dispose of some or all of the GEI Securities (including any Rights), whether or not they form part of the Target Securities, in such manner as the Bank may reasonably require, or
 - iii) make any adjustment, or otherwise deal with the GEI Securities or Target Securities as the Bank may reasonably specify, or
 - iv) cause the proceeds of any special dividend, return of capital, share buy-back or other distribution to be paid to the Bank, or
 - v) contribute additional funds for the acquisition of Further Securities or make repayments of the relevant Drawing in order to assist in restoring the Bank's security position including, for the avoidance of doubt, where the Bank's security position has been adversely affected by any withholding or deduction applied by any Company in respect of any special Distribution or return of capital or other distribution.

The Bank shall not be liable to the Borrower or the Owner in relation to any action it may take or direct under this clause 21 provided it has acted in good faith to protect its interests and position under this Agreement and has not been fraudulent.

- 21.3 All proceeds arising from any disposal of any GEI Securities, the proceeds received from any Distribution or otherwise or funds contributed by the Owner in accordance with the requirements of this clause 21 shall be applied in such manner as the Bank may reasonably determine to restore its security position including being used for the purchase of Further Securities (to be subject to this Agreement), retained by the Bank as further security, paid to either the Borrower or the Owner, or applied in reduction of any Drawing. If any action under this clause 21 results in any early repayments of the whole or any part of a Drawing, then the terms of clauses 4 and 16 shall apply to that repayment even though it was not initiated by the Borrower or the Owner and a notice shall be deemed to have been given in terms of clause 22.1(b) so that clause 22.1(e) applies in the event that all the GEI Securities of the same Company, that are of the same class and relate to the same Drawing have been sold and the proceeds applied to repay the relevant portion of that Drawing.
- 21.4 Any failure by the Owner to comply with any direction or request for information issued by the Bank under this clause 21 within such reasonable time as the Bank may stipulate shall be deemed to be an Event of Default and the Bank is hereby irrevocably authorised to take such steps as (in the Bank's opinion) are necessary to remedy such default, including the disposal of all or any part of the GEI Securities and/or the acquisition of Further Securities with the proceeds of such disposal or any other distribution. The Bank may rely on the provisions of clause 25.3 for the purposes of this clause 21.
- 22. Limited recourse**
- 22.1 a) Notwithstanding anything else contained in this Agreement (but subject to this clause 22), the Bank shall be entitled to enforce its rights to the repayment of a Drawing by exercise of its rights under the Mortgage in respect of the GEI Securities that relate to that Drawing.
- b) Subject to the Bank's rights under clause 25.12 and without limiting the Bank's rights or the exercise of its rights under this Agreement or at law, upon written notice to the Bank, the Borrower shall be entitled to request the Bank to exercise its rights under the Mortgage to sell or otherwise dispose of any or all of the GEI Securities on a specified Business Day and apply the proceeds (after first applying those proceeds to pay any fees payable under clause 6(h)) in repayment of the portion of the Drawing to which those GEI Securities relate.
- c) The Borrower may give a notice under clause 22.1(b) at any time during the term of this Agreement, but any such notice may not be given or take effect in respect of a Drawing after the date that is five Business Days before its Final Maturity Date. The provisions of clause 4.4 shall apply in respect of the resulting early repayment of that Drawing.
- d) A notice shall be required to be given under clause 22.1(b) by no later than 12:00pm on the Business Day specified in that notice in order for the Bank to give effect to that request on that day. Any notice given after 12:00pm on the specified Business Day may, at the Bank's election, be treated as specifying the following Business Day.
- e) The Bank hereby agrees that notwithstanding any other provision contained in this Agreement its recourse against the Borrower arising from the non payment of any Drawing or part thereof shall be limited to the amounts received by the Bank upon exercise of its rights under the Mortgage in respect of the GEI Securities relating to that Drawing or part thereof.
- 22.2 If the Bank does not recover the full amount of that portion of a Drawing to which the relevant GEI Securities specified in clause 22.1(e) relate by the enforcement of its rights under the Mortgage in respect of those GEI Securities, the Bank may not seek to recover the shortfall in respect of that portion of the Drawing by:
- a) bringing proceedings against the Borrower or any Guarantor, or
- b) applying to have the Borrower or any Guarantor wound up or made bankrupt or proving in the winding up or bankruptcy of the Borrower or any Guarantor, unless another creditor has initiated proceedings to wind up the Borrower or the Guarantor or for the bankruptcy of the Borrower or the Guarantor.
- 22.3 Before giving any notice under clause 22.1(b) nominating a date before the Final Maturity Date of a Drawing for the exercise of the Bank's rights under the Mortgage, the Borrower must first pay to the Bank all (or such lesser amount as the Bank notifies the Borrower) interest, fees and other moneys (but not the Drawing) then accrued and due under this Agreement (whether or not yet payable) (including without limitation any Early Repayment Fee and any amounts to be reimbursed under clause 16).
- 22.4 Nothing in this clause 22 affects any of the other obligations and duties of the Borrower or any Guarantor arising under this Agreement (including the obligation of the Borrower to pay the Early Repayment Fee), or the rights and remedies of the Bank in the event of any breach or default relating to such other obligations and duties. For the avoidance of doubt, this clause 22 does not limit the rights of the Bank to claim payment or to enforce its rights under the Mortgage in respect of any interest, fees and other moneys (but not the Drawing) then accrued and due under this Agreement (whether or not yet payable) (including without limitation any Early Repayment Fee and any amounts to be reimbursed under clause 16)
- 22.5 Where the Bank sells any of the GEI Securities pursuant to a request made or deemed to be made under clause 22.1(b) (including such a request as affected by the exercise of the Bank's rights under clause 25.12):

- a) the GEI Securities shall be sold at their Market Value at the time of sale and on such other terms as the Bank may reasonably determine
- b) the proceeds from the disposal of any of the GEI Securities shall be applied as follows:
 - i) firstly to pay any fee payable under clause 6.2(h), secondly to repay the portion of any Drawing to which those GEI Securities relate; thirdly to repay any other portion of a Drawing that the Borrower directs in writing; fourthly to pay any interest, fees and other Secured Monies then accrued and due under this Agreement (whether or not yet payable) (including without limitation any Early Repayment Fee and any amounts to be reimbursed under clause 16), and
 - ii) then any balance remaining shall be paid to the Borrower's nominated account or as the Borrower otherwise directs.

22.6 For the purposes of this clause 22, the GEI Securities that relate to a portion of a Drawing are the Initial Securities that were purchased using that portion of the Drawing, or which were drawn against, and any Further Securities and Rights relating to those Initial Securities.

23. Trading in GEI Securities

23.1 If on any day prior to the Final Maturity Date of a Drawing, the Market Value of any GEI Securities acquired with that Drawing on that day has risen by more than 5 per cent above the GEI Security Loan Amount of those GEI Securities, then, provided no Event of Default is then continuing and no notice has been given in accordance with clause 22.1(b), the Borrower and the Owner may, with the consent of the Bank, request that some or all of the GEI Securities be sold, redeemed or otherwise disposed of, but subject always to the terms of this clause.

23.2 If the Bank agrees to any request from the Borrower and/or the Owner under this clause 23, all proceeds relating to the GEI Securities which are sold, redeemed or otherwise disposed of pursuant to any request from the Borrower and/or the Owner under this clause 23, will be firstly used to pay any fee payable under clause 6.2(h) and then invested by the Bank on behalf of the Borrower and/or Owner in units in the Cash Trust and the units so acquired shall form part of the Further Securities.

23.3 Subject to the Bank's rights under clause 25.12, the Borrower shall be entitled to dispose of some or all of the units in the Cash Trust acquired in accordance with clause 23.2 to:

- a) repay the whole or portion of the Drawing that is referable to those units in the Cash Trust, or
- b) to re-acquire an identical number and type of Further Securities (and in the same Company) as those GEI Securities which were previously sold pursuant to the request of the Borrower and/or the Owner under this clause 23,

provided that the Borrower first pays to the Bank all (or such lesser amount as the Bank notifies the Borrower):

- i) interest, fees and other charges and expenses then accrued and due under this Agreement (whether or not yet payable), including any fee payable under clause 6.2(h)
- ii) amounts payable under any indemnity obligation under clause 16, including any costs arising from any early repayment of a Drawing prior to its Final Maturity Date under clause 23.3(a), and
- iii) an amount equal to any shortfall between the proceeds from the disposal of the units in the Cash Trust and the cost of acquiring the Further Securities where the Borrower exercises its rights under clause 23.3(b).

23.4 Any amount remaining invested in units in the Cash Trust that were acquired in accordance with clause 23.2 after units in the Cash Trust have been disposed of in accordance with clause 23.3 shall remain invested in units in the Cash Trust or, if so instructed by the Borrower, shall be redeemed and the proceeds paid to the Borrower and/or the Owner.

23.5 Any request under clause 23.1 to sell GEI Securities that are listed on the ASX can be made on the basis that the GEI Securities are sold "at market" or at a price specified by the Borrower or Owner. If a price is specified, then it is acknowledged that:

- a) the specified price may not be obtained, and
- b) the sale order will lapse and not be acted on if the GEI Securities have not been sold by the close of trading on the day in respect of which the request is made.

23.6 The Bank shall, on behalf of the Borrower and Owner, give an instruction to sell, redeem or otherwise dispose of GEI Securities pursuant to a request under clause 23 on the date of receipt of that request, provided that if the request is not received on a Business Day or is received after 12:00pm on any Business Day it may, at the Bank's election, be treated as having been given on the next Business Day.

23.7 All requests under this clause 23 to sell any GEI Securities must, unless the Bank consents otherwise, include all GEI Securities held by the Borrower that are issued in the same Company, are of the same class and relate to the same Drawing.

23.8 The Bank may charge the GEI Securities brokerage fee referred to in clause 6.2(h) in respect of any sale or purchase of any GEI Securities under this clause.

24. Use of Macquarie On-Line

24.1 This clause applies to access and dealings by the Client (and their designated financial adviser) in relation to the Facility through the service provided via the Bank's internet site at www.macquarie.com.au/gearup (Macquarie On-Line) if the Borrower elects to be able to access Macquarie On-Line for this purpose:

- a) the Bank will provide the Client with a Macquarie Access Code (**MAC**) to allow the Client access to information on the Facility and a password to authorise the placement of orders and transactions from a remote location
- b) each instruction provided by the Client will be deemed to have been placed at the time it is received by the Bank rather than the time when it is sent. If the Client does not receive a receipt for its instructions and the Client is uncertain if the Bank has received the instructions, the Client should call the Client Service on 1800 080 033 for information
- c) the Bank is entitled to rely on any instruction that reasonably appears to have been sent by the Client or any person authorised by the Client in writing to issue instructions to the Bank in respect of any transactions contemplated under this Agreement. The Client will take full responsibility for, and will compensate the Bank in respect of, any loss or claim relating to any dealing which the Bank undertakes based on such instructions even in the event of the unauthorised use of the Client's password or MAC or the interference with messages sent to the Bank
- d) the Client will not provide its MAC or password to anyone else and will keep it confidential and secure against improper or unauthorised use. The Client also agrees to keep confidential any information or data obtained at any time by using Macquarie On-Line
- e) if the Client becomes aware of any unauthorised use of its MAC or password or suspects the breach of any of these conditions of use, the Client will advise the Bank by telephoning the Client Service on 1800 080 033 immediately
- f) the Client agrees not to interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with Macquarie On-Line
- g) anything associated with or available through Macquarie On-Line belongs to the Bank or other third persons and is protected by intellectual property rights. The Client will be responsible, and indemnify the Bank accordingly, for any unauthorised use or copying of such property
- h) the Bank will use reasonable efforts to provide (but does not warrant to provide) access to Macquarie On-Line at all reasonable times and provide reliable data and information, to the extent that it is within its control

- i) the Client releases the Bank from any obligation or liability of any kind which the Bank may have to the Client with respect to the content, accuracy or use of the information accessed via Macquarie On-Line or any part of it. The Client also releases the bank from any liability for any unavailability, delay or interruption in the provision of information via Macquarie On-Line whether or not caused by the Bank, its employees or agents
- j) the Bank reserves the right to suspend or terminate access or use of Macquarie On-Line by the Client at any time and for any reason. Where any additional or supplemental terms applicable to the use of any Bank website or electronic service are directly inconsistent with this Agreement, the terms of this Agreement shall prevail.

25. Miscellaneous

- 25.1 The Borrower hereby consents to the Bank disclosing to any Guarantor the following information:
 - a) a copy or summary of this Agreement and related material evidencing the obligations of the Borrower to be guaranteed
 - b) a copy of any formal demand that may be sent from time to time by the Bank to the Borrower, and
 - c) on request by any Guarantor, a copy of the latest relevant statements of account (if any) relating to the Facility provided to the Borrower.
- 25.2 The Guarantors give the undertakings in clause 17 in return for the Bank agreeing to provide the Facility to the Borrower.
- 25.3 The Borrower and the Owner each irrevocably appoint the Bank and each officer or employee of the Bank having the word "director" in their title, severally, the attorneys of the Borrower and the Owner respectively to do (either in the name of the Borrower or the Owner (as the case may be) or the attorney) all acts and things:
 - a) that the Borrower or the Owner (as the case may be) is obliged to do under this Agreement but has failed to do within such reasonable period as the Bank may require upon notice to the Borrower or that the Borrower or the Owner (as the case may be) is obliged to do under the Sponsorship Agreement, or
 - b) which, in the opinion of the Bank, are necessary or desirable in connection with the GEI Securities or the protection or perfection of the Bank's interests or the exercise of the rights, powers and remedies of the Bank under (as may be applicable) this Agreement, or the Sponsorship Agreement, or
 - c) which the Borrower or the Owner can do as owner of the GEI Securities (including transfers, exercising of options and rights, redemption requests, applications for certificates, any notification or direction that may be required or desirable to be given to any share registry, Company or CHES in respect of the GEI Securities or the Borrower or Owner, and any conversion or transfer of the GEI Securities to a new HIN), or

14. Loan and Security Agreement

- d) which the Borrower or the Owner have authorised the Bank to undertake on their behalf including to apply for and redeem or sell any or all of the GEI Securities and to take up or dispose of any rights or other entitlements accruing from time to time in respect of any GEI Securities, or
- e) which may be required to give effect to clause 25.5.
- 25.4 Any failure or delay of the Bank to exercise any right or remedy under this Agreement will not operate as a waiver of any right or remedy. The exercise of a single right or remedy by the Bank under this Agreement will not prevent the Bank from exercising any other right or remedy. The rights and remedies of the Bank under this Agreement are cumulative and are not exclusive of any other rights and remedies provided by law.
- 25.5 Upon notice to the Borrower and the Guarantors the Bank may make any variation to the terms of this Agreement if, in the Bank's reasonable opinion, the variation does not materially prejudice the interests of the Borrower or the Guarantors.
- 25.6 A waiver by the Bank shall only be effective if it is in writing signed by at least two officers of the Bank.
- 25.7 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall be severed from this Agreement only in respect of that jurisdiction.
- 25.8 The obligations of the Borrower under clause 16.1 and of the Guarantors under clause 17.2(b) are continuing obligations of the Borrower and each of the Guarantors, separate and independent from their other obligations and shall survive the termination of this Agreement.
- 25.9 Except where this Agreement expressly provides otherwise, any consent requested of, or determination by, the Bank may be:
- a) given or withheld by the Bank in its absolute discretion, and
- b) given unconditionally or subject to such conditions as the Bank may reasonably determine.
- 25.10 If the performance by the Bank of any of its obligations under this Agreement or related arrangements is prevented or delayed in whole or in part due to any circumstance which the Bank is unable to control, this Agreement will nevertheless continue and remain in full force and effect but the Bank will not be in default under this Agreement or otherwise liable for any loss, cost, expense or damage suffered by the Borrower, or any Guarantor for that reason only and the Bank will be granted a reasonable extension of time to complete performance of its affected obligations.
- 25.11 Without limiting the terms of clause 16 or clause 25.10, the Bank shall not be responsible for any loss, cost, expense or damage suffered by the Borrower or any Guarantor as a result of the Bank acting in accordance with any request or direction from the Borrower or any Guarantor (including in relation to any sale of the GEI Securities).
- 25.12 The Bank may require that any sale or other disposal of any GEI Securities prior to the Final Maturity Date, whether at the request of the Borrower or the Owner, include the entire parcel of GEI Securities that are issued in the same Company, are of the same class and relate to the same Drawing.
- 25.13 This Agreement shall be governed by and construed in accordance with the laws of New South Wales. The parties irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of New South Wales.
- 25.14 Time shall be of the essence in respect of each and all of the respective obligations of the Borrower and each Guarantor hereunder.
- 25.15 This Agreement shall bind the Borrower and the Guarantors and the persons comprising them, jointly and severally.
- 25.16 The Bank is authorised to act upon instructions sent by any means (including electronically or orally) which reasonably appear to be from the Borrower or the Owner, or any person authorised by the Borrower or the Owner in writing to issue instructions to the Bank in respect of any transactions contemplated under this Agreement or any related arrangement.
- 25.17 Code of Banking Practice
- We undertake that if and when we adopt the 2013 version of the Code of Banking Practice, it will apply to this Agreement. From that date you can obtain from us upon request general descriptive information about our banking services, including information about:
- a) account opening procedures
- b) our obligations regarding confidentiality of your information
- c) complaint handling procedures
- d) the advisability of you informing us promptly when you are in financial difficulty, and
- e) the advisability of you reading these terms and conditions.
- Information on current interest rates and fees and charges is available on request. The 2013 version of the Code of Banking Practice is publicly available at www.bankers.asn.au.
- 25.18 In this brochure and Loan and Security Agreement, unless the context otherwise requires:
- Applicable Interest Rate** means, in respect of each day in an Interest Period, the Applicable Interest Rate for that day as determined in accordance with clause 3.6.
- Application for Finance** means the application for finance form attached to the GEI plus Brochure completed by a proposed Borrower and Guarantors (if any) and lodged with the Bank.
- Approved List of Securities or Approved Securities** means the list of securities that a Client can invest in with their Facility, as determined by the Bank from time to time, and made available at macquarie.com.au/protectedlending or via a hard copy obtained by calling 1800 080 033.

ASIC means the Australian Securities and Investments Commission.

ASIC Market Integrity Rules means the ASIC/ ASX Market Integrity Rules applying to trading on the market and all procedures, directions, decisions, requirements, customs, usages and practices of ASIC, as amended from time to time.

ASX means the Australian Securities Exchange.

ASX Clear means ASX Clear Pty Limited (ACN 001 314 503).

ASX Clear Operating Rules means the operating rules made by ASX Clear as in force from time to time.

ASX Ltd means ASX Limited (ACN 008 624 691).

ASX Operating Rules means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX, as amended from time to time.

ASX Settlement means ASX Settlement Pty Limited (ACN 008 504 532), approved under the Corporations Act to operate CHES.

ASX Settlement Rules means the operating rules made by ASX Settlement as in force from time to time.

Bank means Macquarie Bank Limited (ABN 46 008 583 542) or any subsidiary of Macquarie Bank Limited which may provide the Facility.

Borrower means the person identified as such in the Application for Finance and the Loan Statement.

Business Day means any Trading Day on which banks are open for business in Melbourne and Sydney.

Cash Trust means an MIS which invests in short-term cash deposits, short-term money market and floating rate securities, annuities and cash equivalent securities issued by entities (including, potentially, the Bank), as determined by the Bank from time to time.

CHES means the clearing house electronic subregister system to be operated by ASX Settlement.

CHES Approved in relation to GEI Securities, means GEI Securities which have been approved by the ASX Settlement in accordance with the ASX Settlement Rules.

Client means the Borrower and/or the Owner (if any).

Company means:

- a) any company which has issued any shares forming part of the GEI Securities, and/or
- b) any MIS or other managed investment schemes the interests in which form part of the GEI Securities, and/or
- c) any other managed fund the interests in which form part of the GEI Securities.

Corporations Act means the Corporations Act 2001 (Cth).

Credit Limit means the maximum amount available for drawdown by the Borrower under the Facility as set out in the Loan Statement.

Crossing means a transaction in respect of which the Trading Participant acts:

- a) on behalf of both buying and selling clients to that transaction, or
- b) on behalf of a buying or selling client on one side of that transaction and as Principal on the other side.

Director means, where the Borrower is a company, each director of the Borrower who signs the Application for Finance on behalf of the company.

Distributions means, any ordinary dividends, cash distributions or other income earned on GEI Securities.

Drawing means each advance of principal made or to be made under the Facility in accordance with clause 1, or so much thereof as remains outstanding from time to time.

Early Repayment Fee means an early repayment fee equal to one (1) month's interest on the amount of any Drawing, or part thereof, that is repaid, calculated by reference to the Applicable Interest Rate for the Drawing at the time of the repayment plus, in the event that repayment occurs within 12 months of the advance of the Drawing, an amount equal to 1 per cent of the Drawing, or part thereof, that is repaid. No fee will be payable if repayment occurs within three (3) months of the Final Maturity Date of the Drawing.

Event of Default means any event specified as such in clause 13.

Facility Margin means in respect of a Drawing, the difference between the Applicable Interest Rate on the date of advance of the Drawing and the GEI Reference Rate on that date, as varied in accordance with clause 3.7.

Final Maturity Date means, in respect of a Drawing, the day which is notified to the Borrower in the GEI Cashflow Analysis for full repayment of that Drawing being no more than five years and three months from the date of advance of that Drawing provided that if on that date any of the GEI Securities are unable to be transferred or redeemed as a result of circumstances beyond the control of the Bank, then the Final Maturity Date for the portion of the Drawing to which those GEI Securities relate, shall be extended to the date upon which proceeds would be received in respect of those GEI Securities if they were transferred or redeemed upon the next date upon which they are able to be transferred or redeemed.

Fixed Rate Break Amount means the amount payable to compensate the Bank for the early repayment of all or part of a Drawing where the Applicable Interest Rate at the date of repayment is a fixed rate, calculated in accordance with the following formula:

$$\text{FRBA} = [((1 + (r_F - r_M))^{N/365}) - 1] \times I$$

Where:

- FRBA = Fixed Rate Break Amount
- r_F = the Applicable Interest Rate applying to the Drawing as at the date of repayment
- r_M = the Applicable Interest Rate that would apply to the Drawing if the repayment date was an Interest Reset Date and the GEI Reference Rate on that date was a rate for the period from the date of repayment to the next scheduled Interest Reset Date
- I = the amount of the Drawing to be repaid
- N = number of days from and including the date of repayment to, but excluding, the next scheduled Interest Reset Date

Further Securities means any shares, marketable securities, interests or units, as the case may be, in any Company which have been approved by the Bank and which are acquired by or on behalf of the Owner wholly or partly with the proceeds of sale, redemption or buyback of any Initial Securities, Rights, or other GEI Securities or the proceeds arising from any Rights, which are acquired by or on behalf of the Owner as a result of an event described in clause 21.2 occurring in relation to any of the GEI Securities or which otherwise relate to any GEI Securities and:

- a) subject to paragraph (b) below, includes any securities or shares acquired by any reinvestment of Distributions, and
- b) does not include any securities or shares acquired by any reinvestment of ordinary Distributions pursuant to a dividend reinvestment plan offered in respect of any GEI Securities that are listed on the ASX.

GEI Cashflow Analysis means a written confirmation of the details of each Drawing from the Bank to the Borrower after advance of each Drawing.

GEI plus Brochure means the brochure dated on/about 14 August 2013 relating to the GEI plus Facility and in which the terms of this Agreement are set out.

GEI plus Facility or **Facility** means the facility under which loans may be made available pursuant to this Agreement.

GEI Reference Rate means, in respect of a Drawing and on any date, the variable rate published on the GEI plus website at macquarie.com.au/protectedlending on that day or, where the Borrower has elected to fix its interest rate, the fixed interest rate for the period selected by the Borrower, published on the same website on that day.

GEI Securities or **GEI Security** means the Initial Securities, the Further Securities and the Rights but for the avoidance of doubt excludes any securities or shares acquired by reinvestment of ordinary Distributions pursuant to a dividend reinvestment plan offered in respect of any GEI Securities listed on the ASX.

GEI Security Loan Amount means an amount equal to the portion of a Drawing attributable to a particular GEI Security held within a GEI plus Facility. Within the Loan Statement and GEI Cashflow Analysis this term will be referred to as "Protected Value".

Guarantors means the Owner (but only if the Owner is not the Borrower), the Directors or any other person who agrees in writing to bind themselves as personal guarantor for the Borrower's obligations on the terms set out in clause 17 of this Agreement.

Initial Securities means any shares, marketable securities, interests or units, as the case may be, in any Company which have been approved by the Bank and which are either:

- a) acquired or to be acquired by the Owner with the proceeds of any Drawing or
- b) are owned by the Owner and offered as security for Drawing upon the terms set out in this Agreement,

as specified in the GEI Cashflow Analysis for that Drawing.

Interest Period has the meaning given to it in clause 3.5.

Interest Payment Date means:

- a) in respect of an Interest Period where the Applicable Interest Rate is a variable rate, the Interest Payment Date shall be the first Business Day in the following Interest Period, and
- b) in respect of an Interest Period where the Applicable Interest Rate is a fixed rate, the first day of that Interest Period provided that if that day is not a Business Day, then the Interest Payment Date shall be the next Business Day, unless the first day of an Interest Period is in June and the next Business Day is in July in which case the Interest Payment Date shall be the Business Day immediately preceding the first day of the Interest Period.

Interest Reset Date means:

- a) where the Applicable Interest Rate is a variable rate, each day in each Interest Period, and
- b) where the Applicable Interest Rate is a fixed rate, the day after the end of that fixed rate period.

ITS means the integrated trading system operated by the ASX.

Loan Amount means an amount equal to the sum of all Drawings for a Facility, or where the context requires, the amount of a Drawing, or part thereof.

Loan Statement means a written confirmation including:

- a) your loan summary and loan transactions for the statement period
- b) a fixed rate summary (if you elected to fix your interest rate), and
- c) your portfolio summary, detailing the market value and GEI Security Loan Amount (or Protected Value) of each of your GEI Securities.

Managed Investment Scheme or **MIS** means an unlisted managed investment scheme (as defined by section 9 of the Corporations Act 2001 that is registered in accordance with section 601EB) acceptable for investment under the Facility, as determined by the Bank from time to time.

Macquarie Equities Limited means Macquarie Equities Limited (ABN 41 002 574 923, Australian financial services licence 237504), an ASX Market Participant, Trading Participant, Clearing Participant and Settlement Participant (as those terms are defined in the applicable Rules).

Market Value means at any time either:

- a) for a GEI Security listed on the ASX, the price quoted on the ASX for that GEI Security at that time
- b) for a GEI Security which is an unlisted MIS, the redemption proceeds that would be received from the responsible entity, if the Bank were to submit a redemption request on your behalf, at that time, or otherwise
- c) for any other GEI Security not covered under paragraph (a) or (b) above, the best price reasonably obtainable having regard to circumstances existing at that time.

Material Adverse Change means any event or change which, in the Bank's reasonable opinion, has a material adverse effect on:

- a) the Borrower's, or any Guarantor's assets, revenue or financial condition, or
- b) the ability of the Borrower or any Guarantor to perform its respective obligations under this Agreement, or
- c) the ability of the Bank to enter into or exercise any rights under any risk hedging, risk management, or other put or call option instrument associated with the minimisation and management of its risks associated with this Agreement.

Mortgage means the mortgage granted by the Owner in accordance with clause 12.

Normal Trading Hours means 10:00am to 4:00pm (Sydney Time).

Official Directive means 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.

Owner means the person noted as such in the Application for Finance, the Loan Statement or otherwise agreed by the Bank, but if no person is specified, then it means the Borrower.

PPSA means the Personal Property Securities Act 2009.

Participant Sponsored Holding has the meaning specified in the ASX Settlement Rules.

Principal in the context of the Trading Participant acting or trading on its own behalf "as Principal", includes a reference to the Trading Participant acting or trading on its own behalf or on behalf of a related body corporate.

Rights means all of the Owner's right, title and interest in and to all Distributions, bonus shares, rights issues, options, warrants, notes, convertible instruments, securities and other instruments of any kind whatsoever, and all allotments, accretions, offers, benefits and advantages whatsoever, now or hereafter made, granted, issued or otherwise distributed in respect of, in substitution for, in addition to, or in exchange for, the Initial Securities or the Further Securities including all rights to claim under the National Guarantee Fund in relation to the purchase or sale of any Initial Securities or Further Securities in terms of this Agreement.

Rules means one or more of the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules and the ASX Settlement Operating Rules, as the case requires.

Secured Moneys means all moneys, obligations and liabilities of any nature whatsoever that may now be, or might at any time in the future become or remain, due, owing or payable, whether actually or contingently, by the Borrower or the Owner to the Bank on any account or for any reason whatsoever under the provisions of this Agreement.

Securities Selection Form means the form with which you can select your Initial Securities. This form is available on the GEI plus website at macquarie.com.au/protectedlending, and must be completed and returned to the address indicated on the form.

Security Interest includes any mortgage, charge, 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.

Sponsor means Macquarie Equities Limited or any other person as may be nominated by the Bank from time to time to be the CHESSE sponsor of the Owner's CHESSE Approved ASX listed GEI Securities in accordance with, and for the purposes of this Agreement.

Sponsorship Agreement means the agreement for the appointment of the Sponsor and the terms upon which the Sponsor acts, as set out in clauses 10 and 11 of this Agreement.

Trading Day has the meaning given in the ASX Operating Rules but excluding days which the ASX for the purposes of settlement declares to be a trading day notwithstanding that there is to be no official meeting on that day or that dealings between brokers are suspended on that day.

Trading Participant means Macquarie Equities Limited or any other person as may be nominated by the Bank from time to time to be the Trading Participant (as that term is defined in the ASX Operating Rules) for ASX listed GEI Securities in accordance with, and for the purposes of this Agreement.

Trading Participant Agreement means the agreement for the appointment of the Trading Participant and the terms upon which the Trading Participant acts, as set out in clause 10A of this Agreement.

25.19 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) a reference to a group of persons is a reference to any two or more of them jointly to each of them individually
- d) a reference to anything (including an amount) is a reference to the whole and each part of it
- e) references to any document or agreement (including this Agreement) include any variation or replacement to that document, and
- f) references to any party to this Agreement include references to its respective successors and permitted assigns.

15. Interest Prepayment Loan

Interest Prepayment Loan – Loan Agreement between the Borrower, the Guarantors and Macquarie Bank Limited.

1. The Facility

- 1.1 Subject to this Loan Agreement and approval of the Interest Prepayment Loan Application by the Bank, the Bank agrees to provide an Interest Prepayment Loan comprising one or more Interest Prepayment Loans each of which is to be used by the Borrower to pay the interest payment due and owing in respect of its Geared Equities Investment plus Loan and Security Agreement where the Borrower is to pay interest under that agreement at a fixed rate in advance. The details of the Interest Prepayment Loan will be confirmed in writing by the Bank to the Borrower promptly in the event of the Bank's approval of the Interest Prepayment Loan Application.
- 1.2 The maximum total amount of financial accommodation available to the Borrower under this Loan Agreement is the Interest Prepayment Loan Limit.
- 1.3 The Borrower and the Guarantors agree that they shall be bound by this Loan Agreement upon approval by the Bank of the Borrower's Interest Prepayment Loan Application without further notice.
- 1.4 The Borrower irrevocably authorises and directs the Bank, upon approval by the Bank of the Borrower's Interest Prepayment Loan Application and without having first notified the Borrower of such approval, to draw the Interest Prepayment Loan by a single drawdown and apply the proceeds of the drawdown in payment of the interest prepayment due and owing by the Borrower under its Geared Equities Investment plus Loan and Security Agreement.
- 1.5 Repayment of the Interest Prepayment Loan is a full recourse obligation of the Borrower. The obligation for the Borrower to make payments exists regardless of the value of the GEI Securities.

2. Conditions precedent

- 2.1 Satisfaction of the conditions precedent in clause 2 (Conditions precedent) of the Geared Equities Investment plus Loan and Security Agreement is a condition precedent to the Bank's obligation to provide the Interest Prepayment Loan under this Loan Agreement.
- 2.2 The Bank shall have no obligations to provide the Interest Prepayment Loan to the Borrower if it does not advance funds to the Borrower under a Geared Equities Investment plus Loan and Security Agreement.

3. Interest

- 3.1 The Borrower shall pay interest on the Interest Prepayment Loan at the fixed interest rate notified by the Bank to the Borrower in the Interest Prepayment Loan Confirmation.
- 3.2 In each Interest Period interest shall accrue on the balance of the Interest Prepayment Loan on each day in that Interest Period. Interest shall be calculated

on the basis of the actual number of days elapsed (including the first day and the last day of the Interest Period) and a 365 day year and be payable on the first day after the end of the Interest Period or, if that day is not a Business Day, on the preceding Business Day.

- 3.3
 - a) The first Interest Period shall begin on (and include) the date of drawdown of the Interest Prepayment Loan and, subject to sub-paragraph (c), shall end on (and include) the day before the last day of the month of drawdown or, if the date of drawdown is on the last day of the month, on the day before the last day of the following month.
 - b) Each subsequent Interest Period shall begin on (and include) the day after the preceding Interest Period ends and, subject to sub-paragraph (c), shall end on (and include) the day before the earlier of the Maturity Date and the last day of the month following the month in which the Interest Period commences.
 - c) Where an Interest Period would otherwise end after the date of final repayment of all amounts owing under this Loan Agreement (**Repayment Date**), it shall end on (and include) the day before the Repayment Date.
- 3.4 The terms of clause 15 of the Geared Equities Investment plus Loan and Security Agreement shall be incorporated into this Loan Agreement as if fully set out herein.

4. Payments

- 4.1 The Borrower must repay an Interest Prepayment Loan in monthly instalments on the first day after the end of each Interest Period or, if that day is not a Business Day, on the preceding Business Day. The total amount payable (including interest in respect of the preceding Interest Period) will be the amount specified in the Interest Prepayment Loan Confirmation.
- 4.2 The Borrower must repay the total of an Interest Prepayment Loan together with any outstanding interest, fees and charges to the Bank on the earlier of:
 - a) the Maturity Date, or
 - b) on the date the Secured Moneys then outstanding under the Geared Equities Investment plus Loan and Security Agreement is repaid or becomes repayable for any reason.
- 4.3 If the Borrower repays or prepays any part of the fixed interest rate component of the loan under the Geared Equities Investment plus Loan and Security Agreement, then the Borrower shall also repay an equivalent proportion of the Interest Prepayment Loan on the same date.
- 4.4 The Borrower may only repay all or any part of an Interest Prepayment Loan before the Maturity Date in accordance with clauses 4.4 and 5 of the Geared Equities Investment plus Loan and Security Agreement which are incorporated by reference into and apply under this Loan Agreement mutatis mutandis as if fully set out herein, and at the Bank's discretion, provided that amounts repaid early or repaid under this Loan Agreement may not be borrowed again under this Loan Agreement.

15. Interest Prepayment Loan

4.5 The terms of clauses 7.1, 7.2 and 7.3 of the Geared Equities Investment plus Loan and Security Agreement shall be incorporated into this Loan Agreement as if fully set out herein.

5. Fees, costs, expenses and indemnities

5.1 The Borrower shall pay a direct debit dishonour fee where a direct debit in relation to this Loan Agreement is dishonoured and a retrieval of information fee payable when the Borrower or its advisor or authorised representative requests the Bank to retrieve, collate, sort and/or provide archived or historical information about the Interest Prepayment Loan.

5.2 The amount of the fees and charges referred to in clause 5.1 shall be published on the Bank's website at macquarie.com.au/protectedlending. The Bank may vary any of the fees or the manner in which they are calculated by way of update to the above website. Any varied fees or charges shall only be applicable to an Interest Prepayment Loan after the Interest Reset Date occurring at least 30 Business Days after such website update.

5.3 The Borrower shall within five Business Days of demand (whether or not the Interest Prepayment Loan is made) pay or reimburse the Bank for:

- all stamp duty and GST, if any incurred or payable by the Bank in connection with or arising out of this Loan Agreement and the arrangement and administration of the Interest Prepayment Loan, and
- all costs, charges and expenses incurred or payable by the Bank in connection with any action required to be taken by the Bank under this Loan Agreement and the contemplated or actual enforcement of, or preservation of rights under, this Loan Agreement (including any legal fees).

5.4 The Borrower shall reimburse the Bank from and against all losses, liabilities, damages, costs and expenses which may be incurred by the Bank arising out of or in connection with:

- any breach of this Loan Agreement by the Borrower
- the proper exercise by the Bank of any right, power or remedy contained, referred to or implied in this Loan Agreement
- any prepayment of the Interest Prepayment Loan, including, without limitation, any loss or expense incurred in respect of:
 - the liquidation or redeployment of funds acquired from third parties to make or maintain the Interest Prepayment Loan or under which the Bank has based the interest rate applicable to the Interest Prepayment Loan
 - the termination or reversal of any arrangements entered into in connection with the funding of the Interest Prepayment Loan or any interest rate hedge or other derivative arrangement put in place in

relation to, or under which the Bank has based the interest rate applicable to the Interest Prepayment Loan.

5.5 Any amount which the Bank certifies to the Borrower that it has expended, incurred or will incur, will prima facie be binding for all purposes.

6. Additional early repayment triggers for the Bank

Without prejudice to the rights of the Bank under the Geared Equities Investment plus Loan and Security Agreement, upon the occurrence of either of the following events, the Bank shall have the same rights under the Geared Equities Investment plus Loan and Security Agreement as if such events were expressly set out as events of default in clause 13.1 of that Agreement:

- the Borrower fails to repay any Interest Prepayment Loan (or any part thereof), interest or any other moneys when due in accordance with the Interest Prepayment Loan Facility and such failure continues for more than five Business Days after written notice from the Bank, and
- the Borrower or any Guarantor fails to duly and punctually perform or comply with any of its obligations under the Interest Prepayment Loan Facility (other than a payment obligation) and, where capable of remedy, such failure continues for more than 10 Business days after written notice from the Bank.

7. Guarantee and third party provisions

7.1 In consideration of the Bank agreeing to provide the Interest Prepayment Loan to the Borrower, the Guarantors each acknowledge the terms of the guarantee and payment undertakings contained in clause 17 of the Geared Equities Investment plus Loan and Security Agreement and confirm that their respective obligations and liabilities there under:

- continue and remain in full force and effect, and
- extend to secure the liabilities of the Borrower under this Loan Agreement as if such liabilities formed part of the Secured Moneys for the purposes of clause 17 of the Geared Equities Investment plus Loan and Security Agreement.

8. Set-off and miscellaneous provisions

8.1 The Bank may (in addition to any general or banker's lien, right of setoff, right to combine accounts or any other right to which it may be entitled), without notice to the Borrower or any other person, setoff and apply any credit balance (or any part thereof in such amounts as the Bank may elect) on any account (whether such account is subject to notice or not and whether matured or not) of the Borrower with the Bank and any other moneys owing by the Bank to the Borrower against the Interest Prepayment Loan.

- 8.2 The Bank may (in addition to any general or banker's lien, right of setoff, right to combine accounts or any other right to which it may be entitled), without notice a Guarantor or any other person, setoff and apply any credit balance (or any part thereof in such amounts as the Bank may elect) on any account (whether such account is subject to notice or not and whether matured or not) of the Guarantor with the Bank and any other moneys owing by the Bank to that Guarantor against any amounts owing by that Guarantor under this Loan Agreement.
- 8.3 In the event that any amount which is sought to be set-off by the Bank under clauses 8.1 and 8.2 above is the subject of a bona fide dispute then the Bank's right of set-off under those clauses shall be suspended pending the outcome of any dispute resolution process which is undertaken by the relevant parties in respect of that dispute.
- 8.4 Clauses 16.1 and 16.3 (Bank not responsible for loss), clause 19 (Notices), clause 20 (Assignment), clause 24 (Use of Macquarie On-Line) and clause 25 (Miscellaneous) contained in the Geared Equities Investment plus Loan and Security Agreement are each incorporated by reference into this Loan Agreement as if fully set out herein, except that:
- references in these provisions to "this Facility" shall be read as referring to the Interest Prepayment Loan Facility, and
 - clauses 25.3 (c) and (d) of these additional provisions shall be disregarded.
- 8.5 Except to the extent paid under clause 8.6, all payments under this Loan Agreement shall be made by the Bank debiting the nominated bank account of the Borrower under the direct debit authority provided by the Borrower to the Bank in respect of the Geared Equities Investment plus Loan and Security Agreement.
- 8.6 The Borrower irrevocably directs the Bank to apply the balance of any proceeds from the realisation of any GEI Securities that is otherwise payable to the Borrower after all deductions and payments to be made in accordance with the Geared Equities Investment plus Loan and Security Agreement (including all such payments and deductions under clause 22.5 thereof other than clause 22.5(b)(ii)), against any amounts owing under this Loan Agreement.

9. Interpretation

- 9.1 The terms of clause 25 (Miscellaneous) of the Geared Equities Investment plus Loan and Security Agreement are incorporated by reference into this Loan Agreement (to the extent applicable) as if fully set out in this Loan Agreement.
- 9.2 The following terms shall have the meaning ascribed to them below, unless the context otherwise requires:
- "Interest Period"** has the meaning given to it in clause 3.3

"Interest Prepayment Loan" means the principal amount of the Interest Prepayment Loan advanced or to be advanced by the Bank to the Borrower under this Loan Agreement or so much thereof as remains outstanding from time to time

"Interest Prepayment Loan Limit" means, in respect of an Interest Prepayment Loan, the amount set out in the confirmation letter relating to that Interest Prepayment Loan being an amount equal to the amount of interest to be prepaid under the Borrower's Geared Equities Investment plus Loan and Security Agreement

"Interest Prepayment Loan Application" means an application for an Interest Prepayment Loan lodged with the Bank in the Application for Finance Form attached to the GEI plus Brochure or other such other form as the Bank may provide the Borrower

"Interest Prepayment Loan Confirmation" means the confirmation issued by the Bank to the Borrower confirming the advance of an Interest Prepayment Loan, the Maturity Date, the applicable interest rate and the monthly instalments of principal and interest payable under the Interest Prepayment Date

"Interest Prepayment Loan Facility" means the loan facility which may be made available under this Loan Agreement

"Geared Equities Investment plus Loan and Security Agreement" means the agreement so entitled between the Borrower, the Guarantors, the Trading Participant, the Sponsor (as such terms are defined in that agreement) and the Bank setting out the terms of the financial accommodation provided by the Bank under the Geared Equities Investment plus facility

"Maturity Date" means the maturity date specified in the Interest Prepayment Loan Confirmation, or such later date as the Bank may notify the Borrower in writing.

10. Code of Banking Practice

We undertake that if and when we adopt the 2013 version of the Code of Banking Practice, it will apply to this Agreement. From that date you can obtain from us upon request general descriptive information about our banking services, including information about:

- account opening procedures
- our obligations regarding confidentiality of your information
- complaint handling procedures
- the advisability of you informing us promptly when you are in financial difficulty, and
- the advisability of you reading these terms and conditions.

Information on current interest rates and fees and charges is available on request. The 2013 version of the Code of Banking Practice is publicly available at www.bankers.asn.au.

16. Direct Debit Request Service Agreement

Definitions

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

account manager means Client Service.

agreement means this Direct Debit Request Service Agreement between you and us.

business day means a day other than a Saturday or a Sunday or a national public holiday.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and you set out in the Application for Finance attached to the GEI plus Brochure.

our, us or we means Macquarie Bank Limited ABN 46 008 583 542 (Macquarie) which you have authorised by signing a direct debit request.

you or your means the borrower(s) who signed the direct debit request.

your APA means the Adviser Payment Arrangement entered into or to be entered into by you with Macquarie pursuant to an application made in section 3 of the Application for Finance Form attached to the GEI plus Brochure.

your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

your loan and security agreement means the loan and security agreement entered into or to be entered into by you with Macquarie which sets out the terms and conditions of your loan with Macquarie.

1. Debiting your account

1.1 By signing a *direct debit request*, you have authorised us to arrange for funds to be debited from your *account*. You should refer to the *direct debit request*, this *agreement*, *your loan and security agreement* and *your APA*, if applicable for the terms of the arrangement between *us* and *you*.

1.2 We will only arrange for funds to be debited from your *account* as authorised in the *direct debit request*.

1.3 If the *debit day* falls on a day that is not a *business day*, we may direct your *financial institution* to debit your *account* on the following business day. If you are unsure about which day your *account* has been debited you should ask your *account manager*.

2. Changes by us

2.1 We may vary any details of this agreement or a *direct debit request* at anytime by giving you at least fourteen (14) days' written notice.

3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a *direct debit request* by contacting your *account manager* or your *financial institution*.

3.2 If you request us to stop or defer a debit payment you must notify your *account manager* in writing at least fourteen (14) days before the next *debit day*. Your *account manager* will notify you if your request to stop or defer a debit payment has been approved.

3.3 Before you can cancel your *direct debit request*, you must notify us and make other direct debit arrangements. The terms and conditions which refer to payments under your *loan and security agreement* state (amongst other things) that all moneys payable by you under your *loan and security agreement* shall be paid in a manner determined by us and we have determined that such payment must be made by direct debit from an *account* at a bank or *financial institution* acceptable to your *account manager*, unless otherwise agreed upon by us. If you cancel your authority for us to debit your *account*, then you may be in default under your *loan and security agreement*.

4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your *account* to allow a debit payment to be made in accordance with the *direct debit request*.

4.2 If there are insufficient clear funds in your *account* to meet a debit payment:

- a) you may be charged a fee and/or interest by your *financial institution*
- b) you may also incur fees or charges imposed or incurred by us as stated in your *loan and security agreement*
- c) you may be in default under your loan and security agreement, and
- d) you must arrange for the particular debit payment which has been declined to be made by another method or arrange for sufficient clear funds to be in your *account* by an agreed time so that we can process the debit payment.

4.3 You should check your *account* statement to verify that the amounts debited from your account are correct.

4.4 If we are liable to pay goods and services tax (GST) on a supply made by us in connection with this *agreement*, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should *notify your account manager directly* and confirm that notice in writing with your *account manager* as soon as possible so that we can resolve your query more quickly. You may also direct your claim to your *financial institution*.
- 5.2 If we conclude as a result of our investigations that your *account* has been incorrectly debited we will respond to your query by arrangement with your *financial institution* to adjust your *account* accordingly. We will also notify you in writing of the amount by which your *account* has been adjusted.
- 5.3 If we conclude as a result of our investigations that your *account* has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your *account* should be directed to your *account manager* in the first instance. This is so that your *account manager* can attempt to resolve the matter between us and you. If your *account manager* cannot resolve the matter you can still refer it to your *financial institution* which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.
- 5.5 Subject to conditions and warranties implied by legislation and to any express terms in this *agreement*, we are not responsible or liable for any delay, interruption or error in processing or failing to process any *direct debit request* whether or not caused (including as a result of negligence) by us, our employees or agents.
- 5.6 All terms implied by statute, general law or custom shall not apply to this *agreement* except ones that may not be excluded. If we breach any condition or warranty implied by legislation in a contract with a consumer, our liability for that breach is limited to a resupply of the services in respect of which the breach occurred, and we shall not be liable in any event for indirect or consequential loss or any loss of profits.

6. Accounts

You should check:

- a) with your *financial institution* whether direct debiting is available from your *account*, as direct debiting is not available on all accounts offered by financial institutions, and
- b) that your *account* details which you have provided to us are correct by checking them against a recent account statement or with your *financial institution*, before completing the *direct debit request*.

7. Confidentiality

- 7.1 We will keep any information (including your *account* details) in your *direct debit request* confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
- a) to the extent specifically required by law, or
 - b) for the purposes of, or in connection with the exercise of any of our rights and/or powers under, this *agreement*, your *loan and security agreement* or your *APA* if applicable (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this *agreement*, you should write to your *account manager*.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted. Execution by you of the *direct debit request* deems you to have read and understood the terms of this Direct Debit Request Agreement.

17. CHESS explanation

CHESS (Clearing House Electronic Subregister System) is a computer system which electronically transfers title between the buyers and sellers of securities on the Australian Securities Exchange. It is a paperless system where security ownership is recorded on an account in CHESS, rather than through the use of physical share certificates. CHESS also enables the electronic settlement of transactions between CHESS participants (ie stockbrokers and institutional investors).

CHESS is operated by ASX Settlement Pty Ltd, a wholly owned subsidiary of the ASX. All CHESS participants must abide by published rules known as the ASX Settlement Rules. Below is an explanation of the main points relating to the sponsorship arrangements under your Geared Equities Investment plus Loan and Security Agreement.

Sponsorship on CHESS

Individual investors cannot deal directly with CHESS. Instead they must be sponsored in order to hold shares through CHESS. Accordingly, to arrange sponsorship you must sign a formal sponsorship agreement with an ASX Settlement Participant who will act as your sponsor. This section explains the terms and conditions under which the sponsor will operate the CHESS holdings for you.

Under the sponsorship terms contained in the Macquarie Geared Equities Investment plus Loan and Security Agreement (the "Facility Agreement"), you agree to appoint Macquarie Equities Limited (or any other person nominated from time to time by the Bank) to be your CHESS sponsor. Clause 10 and clause 11 of the Facility Agreement set out the terms and conditions of your sponsorship. It is important that you read and understand those terms and conditions before electing to be CHESS sponsored by Macquarie Equities Limited.

By signing the Application for Finance form, you agree to the terms and conditions of the sponsorship, and provide an acknowledgement that this explanation of CHESS sponsorship has been given to you. If you would like to be provided with another copy of the Sponsorship Agreement once you have agreed to it please contact Client Service on 1800 080 033.

The Sponsor will provide transfer and settlement services as your agent in relation to all of your CHESS Approved, ASX listed securities under the Facility Agreement.

The Sponsor will open a share account in your name and control it on your behalf, acting on your instructions in relation to all CHESS Holdings comprising the Secured Property under the Facility Agreement, subject to the terms of the Facility Agreement. Within CHESS, all your holdings will be identified by your Holder Identification Number (HIN). The Sponsor

will operate your CHESS account in accordance with the sponsorship terms in the Facility Agreement and will abide by the rules prescribed by ASX Settlement.

You will receive regular holding statements directly from CHESS and a new statement will be issued to you whenever there is any change to your CHESS sponsored securities.

Subject to the rights of the Bank under the Facility Agreement, if your sponsor is suspended from participating in CHESS under the ASX Settlement Rules, you have a right to request ASX Settlement to remove the holding from the CHESS sub register or from the control of your sponsor. Under the Facility Agreement you can only appoint Macquarie Equities Limited to sponsor ASX listed securities that are included in your Geared Equities Investment plus portfolio, so you may have more than one sponsor if you wish. Any other sponsors you appoint or use in relation to other dealings will not be able to sponsor the securities held in your Geared Equities Investment plus portfolio.

All shares held under this sponsorship are mortgaged to the Bank as security for your Macquarie Geared Equities Investment plus. This means that you may not change the sponsor of these securities or otherwise deal with these securities without the consent of the Bank. In the event of a default, the Bank may sell securities under the terms of the Facility Agreement.

You authorise the Sponsor to comply with the Bank's instructions in accordance with the Settlement Rules to give effect to the Bank's rights under the Facility Agreement.

You can provide the Sponsor with instructions to withdraw your ASX listed securities from your HIN and provided you have met all your obligations, Macquarie Equities Limited will comply with your instructions. If you have not paid Macquarie Equities an amount lawfully owed by you, Macquarie Equities Limited can refuse to comply with your Withdrawal Instructions, but only to the extent that we retain securities to a maximum value of 120 per cent of the amount owing.

The Facility Agreement sets out what happens to your CHESS holdings in the event of the death or bankruptcy of the Owner, or one of the Owners if the account is in joint names.

The Facility Agreement also outlines the terms upon which it, and the Sponsorship Agreement in it can be varied and terminated, the regulatory regime and authority that applies to Macquarie Equities Limited, and how you can lodge a complaint or claim for compensation.

Please contact your adviser or call Client Service on 1800 080 033 if you have any questions regarding CHESS sponsorship or the Facility Agreement.

Macquarie Geared Equities Investment plus Application for Finance Form



This is the Application for Finance Form for Macquarie Geared Equities Investment plus Facility (**GEI plus Facility**). This Application for Finance Form relates to the Product Brochure issued by Macquarie Bank Limited ABN 46 008 583 542 AFSL 237 502 (**Macquarie**) dated 14 August 2013 (the **GEI plus Brochure**). The GEI plus Brochure contains important information about investing through a GEI plus Facility. You should read the GEI plus Brochure in full before making a decision to invest through a GEI plus Facility.

This Application for Finance Form is also an application for the Macquarie Adviser Payment Arrangement (**APA**). The Product Disclosure Statement for the APA (the **APA PDS**) is available at macquarie.com.au/protectedlending. The APA PDS contains important information about the APA. You should read the APA PDS before making a decision to apply for an APA.

Information in the GEI plus Brochure and the APA PDS may change from time to time. Where information that changes is not materially adverse to investors, we may update this information by updating the GEI plus Brochure or APA PDS, as the case may be, by publishing an update at macquarie.com.au/protectedlending or macquarie.com.au/msiapa respectively.

You can access a copy of the latest version of the GEI plus Brochure and the APA PDS, any updated information and the Application for Finance Form free of charge from our website or by contacting us.

The information provided in the GEI plus Brochure and the APA PDS is general information only and does not take account of your personal financial situation or needs. You should obtain your own financial advice tailored to your personal circumstances.

Terms defined in the GEI plus Brochure have the same meanings in this Application for Finance Form and any reference to the "Macquarie Group" shall be a reference to Macquarie Group Limited and its subsidiaries.

If you require a full, paper copy of the GEI plus Brochure, Application for Finance Form and APA PDS, call Macquarie on 1800 080 033, or download from macquarie.com.au/protectedlending or macquarie.com.au/msiapa respectively.

Please complete this form using BLACK INK and print well within the boxes with CAPITAL LETTERS. Mark appropriate answer boxes with a cross. Start at the left of each answer space and leave a gap between words. Should you have any questions, please call Client Service on freecall 1800 080 033 between 8.30am and 5.30pm (Sydney time).

Checklist

Accounts can only be opened by the following types of investors:

- Individuals over 18 years of age
- Trustees of other entities
- Partnerships
- Companies or incorporated bodies
- Associations/cooperatives, or
- Government entities.

Macquarie, the Trading Participant and/or the Sponsor are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (**AML/CTF Laws**). To comply with AML/CTF Laws, they must collect certain information about each investor as set out on the following page. If you are not one of the types of investors listed below or do not have the identification documentation referred to, please contact Client Service for other acceptable identification documentation.

Macquarie, the Trading Participant and/or the Sponsor may disclose your personal information in connection with AML/CTF Laws. In certain circumstances, Macquarie, the Trading Participant and/or the Sponsor may be obliged to freeze or block an account where it is used in connection with illegal activities or suspected illegal activities. Freezing or blocking can arise as a result of the account monitoring obligations of Macquarie, the Trading Participant and/or the Sponsor under the AML/CTF Laws. If this occurs, Macquarie, the Trading Participant and/or the Sponsor is not liable to you for any consequences or losses whatsoever and you agree to indemnify Macquarie, the Trading Participant and/or the Sponsor if they are found liable to a third party in connection with the freezing or blocking of your account.

Please complete the checklist and all the fields within this form and return to us by mail to **Macquarie GEI plus, GPO Box 4294, Sydney NSW 1164** by email structuredinvestments@macquarie.com or by fax **(02) 8232 6158**.

For more information about Macquarie GEI plus or the Macquarie Adviser Payment Arrangement contact Client Service on 1800 080 033 from 8.30am to 5.30pm (Sydney time) Monday to Friday or visit our website at macquarie.com.au/protectedlending.

Checklist

Type of Investor: Individual/Joint/Sole Trader

Who needs to sign the Application for Finance Form?

- Individual or joint applications are to be signed by the individual(s) in whose name(s) the account is opened.
- Joint applicants will be deemed joint tenants and both are to sign the Application for Finance Form.
- For Sole Traders, the individual is to sign.

Documentation required

Completed Application for Finance Form – sections 2 and 4–9 (mandatory) and sections 1, 3 and 10 (optional).

For each applicant in whose name(s) the account is opened, one of the following:

- original certified copy of Australian Drivers Licence
- original certified copy of Australian Passport
- original certified copy of a card issued under a State or Territory law for the purpose of proving a person's age which contains a photograph of the person in whose name the document is issued
- original certified copy of foreign passport or similar document issued for the purpose of international travel that contains a photograph and the signature of the person in whose name the document is issued, or
- FSC/FPA Identification form completed by your Adviser.

Type of Investor: Company – Domestic

Who needs to sign the Application for Finance Form?

- Australian company applications are to be signed by two directors, or a director and the company secretary, on behalf of the company by authority of the Board of directors.
- If the company has a sole director who is also sole company secretary; that sole director.

Documentation required

Completed Application for Finance Form – sections 2 and 4–9 (mandatory) and sections 1, 3 and 10 (optional).

For Australian companies, FSC/FPA Identification form completed by your Adviser (where applicable).

For foreign companies, original certified copy of registration document (or equivalent).

Original certified copy of the constitution (unless the company's constitution specifies otherwise, attach an original certified copy of the constitution).

Type of Investor: Trust (including Superannuation funds and Managed Investment Schemes)

Who needs to sign the Application for Finance Form?

- Two trustees, or otherwise in accordance with the Trust Deed.
- If a corporate trustee, refer to the above section 'Type of investor: Company – Domestic/Foreign'.

Documentation required

Completed Application for Finance Form – sections 2 and 4–9 (mandatory) and sections 1, 3 and 10 (optional).

FSC/FPA Identification form completed by your financial adviser (where applicable).

In addition, for a trust described in section 2D:

To verify the full name of the trust, one of the following:

- original certified copy of the Trust Deed or if not reasonably available, a certified extract of the Trust Deed
- a notice (such as a notice of assessment) issued by the Australian Taxation Office within the last 12 months, or
- a letter from a solicitor or qualified accountant verifying the name of the trust.

Full identification details for one of the Trustees (refer to documentation requirements for 'Individual/Joint/Sole Trader', 'Company – Domestic/Foreign' as applicable).

Where an applicant sends its Trust Deed to us, we will only use that Trust Deed for AML purposes and we will not otherwise review the Trust Deed.

Once your initial application for an GEI plus Facility has been accepted by Macquarie, you will be provided with confirmation of your GEI plus Facility. Please refer to the GEI plus Brochure for further details.

Certification of documents

An 'original certified copy' is a document that has been certified as a true copy of the original document by an eligible certifier. The certifier must state their full name and qualification or occupation that makes them eligible to certify the document. The list below details the prescribed persons who are authorised to certify copies of identification documentation.

For alternative sources of certified identification, please refer to the 'How to' section on our website or contact Client Service.

- An officer with, or authorised representative of, a holder of an Australian financial services licence, having two or more continuous years of service with one or more licensees.
- A finance company officer with two or more continuous years of service with one or more finance companies (for the purposes of the Statutory Declaration Regulations 1993 (Cth)).
- An officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993 (Cth)).
- A permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public.
- An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public.
- A Justice of the Peace.
- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described).
- A judge of a court.
- A magistrate.
- A chief executive officer of a Commonwealth court.
- A registrar or deputy registrar of a court.
- An Australian police officer.
- An Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955 (Cth)).
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership.
- A notary public (for the purposes of the Statutory Declaration Regulations 1993 (Cth)).

Documents in a language other than English must be accompanied by an English translation prepared by an accredited translator.

Protecting your privacy

Macquarie collects certain personal information from you in order to administer your GEI plus Facility, and if you apply for an APA, Macquarie collects certain personal information from you in order to administer that arrangement.

As required by law, Macquarie has adopted a Privacy Policy that governs the collection, storage, use and disclosure of personal information. A copy of our Privacy Policy is available from our website at macquarie.com.au.

How does Macquarie use personal information

By signing the Application for Finance Form, you agree to Macquarie collecting, holding, using and disclosing personal information about you in accordance with its Privacy Policy. This includes using your personal information for:

- processing your application
- providing or marketing products and services to you
- administration purposes, including managing, monitoring, auditing and evaluating the products and services
- determining future product and business strategies and to develop services, including the modelling of data and data testing
- ensuring compliance with all applicable regulatory or legal requirements. This includes the requirements of ASIC, Australian Taxation Office, AUSTRAC and other regulatory bodies or relevant exchanges including the requirements of the superannuation law
- communicating with you in relation to your GEI plus Facility or your APA and all transactions relating to the GEI plus Facility or your APA and dealing with any complaints or enquiries, and
- providing products and services to you through other entities in the Macquarie Group, our agents, contractors or third parties whether or not located in Australia.

We collect and record personal information through our interactions with you and your nominated adviser(s), including by telephone, email or online. We may also collect personal information from public sources and third parties including information brokers and our service providers.

We aim to ensure that our record of your personal information is accurate, complete and up to date. If your personal information changes, inform us as soon as possible. You may correct or update this information by notifying us in writing.

Where you provide us with personal information about someone else you must first ensure that you have obtained their consent to provide their personal information to us based on this privacy statement.

What happens if you do not give us information

You may choose not to give personal information about you to Macquarie. Depending on the type of personal information, the consequences set out below may apply if you do not do so:

- refer to Part 2F of this Application for Finance Form for the consequences if you do not supply your Tax File Number (TFN) or a valid exemption (or in certain cases an Australian Business Number (ABN))
- Macquarie may not be able to approve your application for a GEI plus Facility
- Macquarie may not be able to approve your application for an APA
- Macquarie may not be able to provide you with an appropriate level of service.

We are required or authorised to collect your personal information under various laws including those relating to taxation and the AML/CTF Laws.

Disclosing your information

You agree and consent that Macquarie may disclose information we hold about you in the following circumstances:

- to other companies in the Macquarie Group as well as our agents, contractors or service providers, which provide services in connection with our products and services, for example printing statements or notices which we send to you
- collecting or assisting in the recovery of debts, locating you by using the services of licensed private agents or providing professional advice
- supplying information about your investments to any financial adviser that is nominated by you, or their dealer group
- to your agents and representatives (for example your broker, adviser, solicitor, accountant or superannuation fund administration) or any administrator, liquidator, trustee in bankruptcy, legal personal representative or executor, whether or not located in Australia
- disclosing your personal information to regulatory authorities (eg tax authorities in Australia and overseas) in connection with their lawful information requests or to meet our legal obligations in any relevant jurisdiction
- using your personal information to contact you on an ongoing basis (by telephone, electronic messages, online and other means) to offer you products or services that may be of interest to you, including offers of banking, financial advisory, investment, insurance and funds management services, unless you tell us not to
- disclosing your personal information to any person proposing to acquire an interest in our business
- if the disclosure is required or authorised by law
- if you consent.

In order to use and disclose your personal information for the purposes stated above, we may be required to transfer your personal information to entities located outside Australia (this includes locations in the Philippines and India and the countries specified in our Privacy Policy). By completing the Application for Finance Form, you consent to your personal information being transferred overseas for these purposes.

Direct marketing

We and other companies in the Macquarie Group may use your personal information to contact you on an ongoing basis by telephone, electronic messages (like email), online and other means to offer products or services that may be of interest to you including offers of banking, financial, advisory, investment, insurance and funds management services, unless you change your marketing preferences by telephoning us as set out below.

Contacting us

Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by telephoning us on 1800 080 033 or email the Privacy Officer at: privacy@macquarie.com

You may also request a copy of our Privacy Policy which contains further details about our handling of personal information, including how you may access or update your personal information and how we deal with your concerns. The Privacy Policy can also be found via macquarie.com.au.

Complaints

If you wish to complain about any breach or potential breach of our privacy obligations, you should contact us by any of the methods contained in this Application for Finance Form. It is our intention to use our best endeavours to resolve any complaint to your satisfaction, however, if you are unhappy with our response, you are entitled to contact the external dispute resolution scheme set out in the GEI plus Product Brochure or APA PDS or the Office of the Australian Information Commissioner who may investigate your complaint further.

1

Financial Adviser details (to be completed by Financial Advisers only)

Place stamp here:

Financial Adviser name:

Dealer group:

Adviser company name:

ABN:

AFSL:

Adviser address

Street name and number:

Suburb:

State:

Postcode:

Country:

Work phone number:

Fax number:

Mobile number:

Adviser email:

Adviser Macquarie Access Code (MAC):

Assistant name:

Work phone number:

Mobile number:

For more information regarding this Application for Finance Form please contact: Adviser Adviser's Assistant**Additional information**

Adviser own GEI plus application?

 Yes No**New Advisers only:** Please call Client Service on 1800 080 033**Special instructions**

Financial Adviser declaration

If a Financial Services Council Limited/Financial Planning Association of Australia Identification Form (**FSC/FPA Form**) in relation to the Investor(s) referred to in this Application for Finance Form has been provided, by signing below and submitting the relevant FSC/FPA Form with this Application for Finance Form, as the Financial Adviser, I represent to Macquarie, the Trading Participant and the Sponsor that I am appropriately licensed under the Corporations Act 2001, and I:

1. have followed the FSC/FPA Industry Guidance Note No. 24 and any other applicable guidelines with respect to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (**AML/CTF Laws**)
2. will make available to Macquarie, the Trading Participant and/or the Sponsor on request, original verification and identification records obtained by me in respect of the Investor, being those records referred to in the FSC/FPA Form
3. will provide details of the customer identification procedures adopted by me in relation to the Investor
4. have kept a record of the Investor's identification and verification and will retain these in their file for a period of seven years after my relationship with the Investor has ended
5. will use reasonable efforts to obtain additional information from the Investor if Macquarie asks me to do so
6. will not knowingly do anything to put Macquarie, the Trading Participant and/or the Sponsor in breach of the AML/CTF Laws, and
7. will notify Macquarie, the Trading Participant and/or the Sponsor immediately if I become aware of anything that would put Macquarie in breach of AML/CTF Laws.

Financial Adviser details (continued)

If you have previously provided Macquarie Specialist Investments with an FSC/FPA Form for the Applicant(s) of this Application for Finance Form, you may not be required to complete another FSC/FPA Form.

For ease of processing, where an Applicant has an existing Macquarie Specialist Investments product, please provide their facility number.

A relevant FSC/FPA Form has previously been provided for each of the following Applicant(s):

Name:

Facility name:

Facility number:

Name:

Facility name:

Facility number:

Name:

Facility name:

Facility number:

If you provide your email address, you agree that we may provide you with information including statements, transaction confirmations, reports and other material by email. From time to time we may still send you correspondence in the post. Contact Client Service if you wish to change your communication preferences.

Where the applicant wishes to invest in a MIS (including the Cash Trust), I have provided the applicant with a copy of the current Product Disclosure Statement for that MIS (available from macquarie.com.au/protectedlending).

Yes N/A, applicant is not intending to invest in an MIS

If the Applicant has completed section 3 of this Application for Finance Form in relation to the Adviser Payment Arrangement you acknowledge that the specified advice fees will be credited to the account which we currently have on file for your dealer group or, if you are the holder of an AFSL, for you. If you are a new adviser the advice fees will be credited to the account specified by your dealer group. If you wish to confirm the bank account details please contact Client Service on 1800 080 033.

Please note that you are responsible for ensuring that you are legally entitled to the advice fees nominated by the applicant to be paid through the APA and your dealer group will be responsible for issuing the APA applicant with an invoice (including a GST invoice) in respect of those advice fees.

Signature of Financial Adviser

Date: / /

Name:

New advisers only: please call Client Service on 1800 080 033 for an 'Adviser details information collection' form.

2

Applicant details

2A Applicant 1 details (this section is mandatory)

Investor type

- Individual Applicant – also complete 2B (if joint applicants), 2F (not mandatory) and 2G
- Director of Corporate Applicant – also complete 2B (if more than one director), 2C, 2F (not mandatory) and 2G
- Director of Corporate Trustee Applicant – also complete 2B (if more than one director), 2C, 2D, 2E, 2F (not mandatory) and 2G
- Individual Trustee Applicant – also complete 2B (if more than one individual trustee), 2D, 2E, 2F (not mandatory) and 2G

Applicant details – this section is mandatory

Title: First name: Middle name:

Surname:

Any other name known by:
(leave blank if not applicable)

Occupation:

Driver's license number: Date of birth: / /

Address details – this section is mandatory

Residential address (this cannot be a PO Box)

Street name and number:

Suburb:

State: Postcode: Country:

If mailing address is the same as residential address, tick here

Mailing address (please complete if different to residential address. Corporate applicants will receive mail at the address in 2C.)

Street name and number:

Suburb:

State: Postcode: Country:

Previous residential address (please complete if less than three years at current residential address)

Street name and number:

Suburb:

State: Postcode: Country:

Contact details (you must provide at least one contact phone number and an email address)

Work phone number: Home phone number:

Fax number: Mobile number:

Email:

Present employer:

Previous employer:

Applicant details (continued)

Additional details – this section is mandatory

Are you an Australian resident for tax purposes?

Yes No, please specify your country of tax residence:

GearUp

GearUp provides you with complete and secure online client service. In order to access GearUp you will require a Macquarie Access Code (MAC). Once you have your MAC, you can access GearUp at www.macquarie.com.au/gearup.

Do you already have a MAC? (you will be automatically issued with a MAC, if you do not specify otherwise).

Yes, please specify: No

Unless you cross the box below, your Adviser and/or Adviser's assistant will be able to view your account.

I do not want my Financial Adviser (including all employees and agents if my Adviser is in a partnership or company) to have viewing access to my account via GearUp.

2B Applicant 2 details (if there is no second Applicant, proceed to section 2C)

Investor type

- Joint Individual Applicant – also complete 2F (not mandatory) and 2G
- Director of Corporate Applicant – also complete 2C, 2F (not mandatory) and 2G
- Joint Director of Corporate Trustee Applicant – also complete 2C, 2D, 2E, 2F (not mandatory) and 2G
- Joint Individual Trustee Applicant – also complete 2D, 2E, 2F (not mandatory) and 2G

Applicant 2 details – this section is mandatory

Title: First name: Middle name:

Surname:

Any other name known by:
(leave blank if not applicable)

Occupation:

Driver's license number: Date of birth: / /

If Applicant 2 residential address is the same as Applicant 1, cross here

Address details – this section is mandatory

Residential address (this cannot be a PO Box)

Street name and number:

Suburb:

State: Postcode: Country:

Previous residential address (please complete if less than three years at current residential address)

Street name and number:

Suburb:

State: Postcode: Country:

Applicant details (continued)

Contact details (you must provide at least one contact phone number and an email address)

Work phone number:	<input type="text"/>	Home phone number:	<input type="text"/>
Fax number:	<input type="text"/>	Mobile number:	<input type="text"/>
Email:	<input type="text"/>		
Present employer:	<input type="text"/>		
Previous employer:	<input type="text"/>		

Additional details – this section is mandatory

Are you an Australian resident for tax purposes?

Yes No, please specify your country of tax residence:

GearUp

GearUp provides you with complete and secure online client service. In order to access GearUp you will require a Macquarie Access Code (MAC). Once you have your MAC, you can access GearUp at www.macquarie.com.au/gearup. If you elect to nominate an Adviser or the Adviser's assistant to your Facility, your Adviser or your Adviser's assistant will be able to view your account.

Do you already have a MAC? (you will be automatically issued with a MAC, if you do not specify otherwise).

Yes, please specify: No

2C Corporate Applicant details (if you are not a Corporate Applicant please proceed to section 2D)

Corporate Applicant type

- Corporate Applicant – also complete section 2F (not mandatory) and 2G
- Corporate Trustee Applicant – also complete section 2D, 2E, 2F (not mandatory) and 2G

Corporate Applicant details – this section is mandatory

Company name:

ACN/ABN:

Company's registered address (this cannot be a PO Box)

Street name and number:

Suburb:

State: Postcode: Country:

If the company's principal place of business is the same as above, cross here

Company's principal place of business address (if different from above)

Street name and number:

Suburb:

State: Postcode: Country:

Mailing address

If the company's mailing address is the same as the registered address above, cross here

Street name and number:

Suburb:

State: Postcode: Country:

Applicant details (continued)

Director's names (list all)

Additional information – this section is mandatory

Business activities:

Company type: Public company Proprietary company

If you crossed proprietary company, please list the full name, date of birth and residential address of each Beneficial Owner below. A Beneficial Owner is a person who:

- owns more than 25% of the company's issued share capital, or
- if **no-one** owns more than 25% of the company's issued share capital, the individual(s) who otherwise qualify as Beneficial Owner(s) under Part 1.2 of the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No.1) (**AML/CTF Rules**), being the person(s) who controls the company through their capacity to determine decisions about the company's financial and operating policies.

Full name, date of birth and residential address of each Beneficial Owner

Name: Date of birth: / /

Street name and number:

Suburb:

State: Postcode: Country:

Name: Date of birth: / /

Street name and number:

Suburb:

State: Postcode: Country:

Name: Date of birth: / /

Street name and number:

Suburb:

State: Postcode: Country:

Applicant details (continued)

2D

Trustee Applicant details (if you are not a Trustee Applicant, please proceed to 2F)

Name of the Trustee(s):

Name of the Trust:

Full business name of the Trustee in respect of the Trust (if any):

Type of Trust (eg SMSF, family trust, etc):

Business activities/purpose of Trust:

Country in which Trust was established:

Beneficiaries of Trust

(If the beneficiaries of the Trust are named in the Trust Deed, please list each beneficiary's full name below. Alternatively, where beneficiaries are described as members of a class of beneficiaries, please include details of the class.)

Settlement details

Was the Trust's settlement amount less than \$10,000? Yes No

Are the Settlor(s) of the Trust all deceased? Yes No

If you selected 'No' for **both** of the above, please provide the full name of the Settlor(s):

Beneficial Owner

Are any of the trust's Beneficial Owners already listed as investors in section 2A or 2B of this form?

Under Part 1.2 of the AML/CTF Rules, a 'Beneficial Owner' is a person who controls the trust through their capacity to determine decisions about the trust's financial and operating policies.

Yes – complete the fields below **only** for Beneficial Owners **not already listed in 2A or 2B** (if any)

No – complete the fields below for **all** Beneficial Owners

Name: Date of birth: / /

Street name and number:

Suburb:

State: Postcode: Country:

Name: Date of birth: / /

Street name and number:

Suburb:

State: Postcode: Country:

Name: Date of birth: / /

Street name and number:

Suburb:

State: Postcode: Country:

Applicant details (continued)

2E Certificate from Trustee's Solicitor (all Trustee Applicants must have their Solicitor complete this section)

I certify that:

- a) I am a legal practitioner engaged by the Applicant
- b) in my opinion, the Trust described in section 2D of this Application for Finance Form was properly established and the Trustee properly appointed under the Trust deed (which has been stamped, if applicable) and the Trust is validly subsisting at the date of this Application for Finance Form
- c) in my opinion, the Trustee has the power under the Trust deed to enter into the Loan and Security Agreement (and, if applicable, the Interest Prepayment Loan) and to borrow the funds, grant the security and perform all of its other obligations under and associated with the Loan and Security Agreement (and if applicable, the Interest Prepayment Loan)
- d) in my opinion, the Trust receives benefits from the Trustee entering into and performing its obligations under the Loan and Security Agreement (and if applicable, the Interest Prepayment Loan), and
- e) in my opinion, the terms of the Trust deed do not restrict the right of the Trustee to be fully indemnified out of the assets of the Trust to satisfy any liability to the Loan Provider properly incurred by the Trustee as trustee of the Trust arising out of the transactions contemplated by the Loan and Security Agreement (and if applicable, the Interest Prepayment Loan).

Solicitor's Title: First name:

Middle name: Surname:

Any other name known by:

Name of law firm:

Contact details (you must provide at least one contact phone number)

Work phone number: Home phone number:

Fax number: Mobile number:

Email:

Additional details

Postal address Street name and number (or PO Box):

Suburb:

State: Postcode: Country:

Signature of Solicitor

Date: / /

Name:

Applicant details (continued)

2F

Australian Business Number or Tax File Number (this section is to be read by all applicants)

You may be asked to provide your Tax File Number (TFN), Australian Business Number (ABN) or exemption details to various entities in connection with your GEI Securities or your GEI plus Facility. By providing your TFN/ABN or exemption details in this Application for Finance Form, you request and authorise Macquarie, the Trading Participant and/or the Sponsor to provide your TFN/ABN or exemption details to such entities on your behalf. If you are completing this Application for Finance Form as an Individual Trustee or Corporate Trustee, you are only required to provide a TFN/ABN **for the Trust**. If you are completing this Application for Finance Form as a director of a company (other than a Corporate Trustee), you are only required to provide a TFN/ABN for the company.

Applicant

ABN/TFN:

Exemption details including any expiry date (if applicable):

Joint Applicant

ABN/TFN:

Exemption details including any expiry date (if applicable):

Collection of your TFN is authorised, and its use and disclosure are strictly regulated, by the tax laws and Privacy Act 1988 (Cth).

Quotation is not compulsory. If you do not supply your TFN or a valid exemption (or in certain cases an ABN), tax may be deducted from any income earned in connection with your GEI Securities or your GEI plus Facility. You may also be required to contribute additional amounts to Macquarie under your GEI plus Facility if any amounts are withheld. You may choose to provide your TFN directly to the requesting entity.

If you quoted your TFN or ABN above, you also authorise the Security Trustee to disclose it to its nominee companies for the purposes relating to the securities in your portfolio.

For more information about the use of TFNs or ABNs contact your tax adviser or please phone your nearest Australian Taxation Office.

Tax File Number declaration

By completing and signing this Application for Finance Form, I/we acknowledge and declare that:

- where I/we have provided my/our TFN/ABN or exemption details, I/we request and authorise Macquarie, the Trading Participant and the Sponsor, acting on my/our behalf in the conduct of my/our affairs during the term of my/our GEI plus Facility, to provide my/our TFN/ABN or exemption details on my/our behalf to any entity that requests this information in connection with my/our GEI Securities (including the Cash Trust) or my/our GEI plus Facility, where not providing my/our TFN/ABN or exemption details to that entity could in their reasonable opinion, potentially result in an amount being withheld or deducted from investment income earned in connection with my/our GEI Securities or my/our GEI plus Facility
- if I/we do not provide my/our TFN/ABN or exemption details to a requesting entity (either directly or by providing my TFN/ABN or exemption details in this Application for Finance Form and authorising Macquarie, the Trading Participant and the Sponsor to do so on my/our behalf) and an amount is withheld or deducted from investment income earned in connection with my/our GEI Securities or GEI plus Facility, I/we may be required to contribute additional amounts to Macquarie under my/our GEI plus Facility,
- if I/we have quoted my/our ABN as an alternative to quoting my/our TFN, I/we confirm that my/our investment in the GEI Securities through the GEI plus Facility is made in the course or furtherance of carrying on an enterprise.

Applicant details (continued)

2G Foreign Account Tax Compliance Act (FATCA) (this section is mandatory)

Complete one of the following. This is mandatory for all investor types except regulated superannuation funds.

Individual/Joint investors

Are you a US citizen or resident for tax purposes?

Individual 1

Yes, please provide your US Taxpayer Identification Number (TIN):

No ► **go to section 3**

Individual 2

Yes, please provide your US Taxpayer Identification Number (TIN):

No ► **go to section 3**

Please attach additional pages if there are more than two individuals.

Once complete ► **go to section 3**

Regulated superannuation fund (ie SMSF)

You are not required to complete this section ► **go to section 3**

All other investor types

Complete the FATCA form which can be downloaded at macquarie.com.au/client-forms and send to us with your Application Form ► **go to section 3**

3

Adviser Payment Arrangement (this section is optional)

To be completed by applicants who wish to pay their Adviser fees using the Macquarie Adviser Payment Arrangement

Please note: only complete and sign this part of the Application for Finance Form if you wish to pay an initial advice fee and/or ongoing advice fees to your Adviser through the Macquarie Adviser Payment Arrangement. You DO NOT need to pay your Adviser any advice fees under the Macquarie Adviser Payment Arrangement. The amount and method of payment of any advice fee is to be agreed between you and your financial adviser. If you complete this part of the Application for Finance Form and your application is accepted then Macquarie Bank Limited ABN 46 008 583 542 (Macquarie) will direct debit the amount of the advice fee(s) from your account nominated in section 6 of this form (Nominated Account) and pay them to the account of your Adviser's dealer group. Before completing this section please ensure that you have read the APA PDS, which is available at macquarie.com.au/protectedlending.

If you have already entered into a Macquarie Adviser Payment Arrangement and you apply for a further Macquarie Adviser Payment Arrangement the new Macquarie Adviser Payment Arrangement will replace the existing Macquarie Adviser Payment Arrangement so please ensure that the total amount of the advice fees that you wish to pay your Adviser are entered below.

Provided your Adviser has provided Macquarie with any required documentation, the advice fee(s) will be debited from your Nominated Account on or about the 25th calendar day of the month following the month in which your investment in the Facility commences (for initial advice fees), on the 25th calendar day of each calendar month (for monthly ongoing advice fees), on the 25th calendar day of the last month of each quarter (for quarterly ongoing advice fees), or on the 25th calendar day of the month following the month in which each anniversary of your facility's commencement occurs (for annual ongoing advice fees). I direct Macquarie to debit my Nominated Account in order to pay to my Adviser advice fees of the following amounts:

Initial advice fee (including GST): \$

Ongoing advice fee (including GST): \$ per month per quarter per year

By signing below I/we:

- a) acknowledge that I/we have received and read the APA PDS
- b) request Macquarie to debit my/our Nominated Account in the amount and at the time noted above and pay that amount to the account of my/our Adviser's dealer group described in section 1 of this Application for Finance Form
- c) acknowledge and agree that the terms and conditions of the Adviser Payment Arrangement Terms (set out in the APA PDS), the Direct Debit Service Agreement (set out in the GEI plus Brochure) and this Application for Finance Form apply to this arrangement and that I/we have read those terms
- d) acknowledge that the agreements and acknowledgements given in "Protecting your Privacy" in this Application for Finance Form apply in respect of the Adviser Payment Arrangement Terms
- e) acknowledge that I/we can cancel this request by giving 14 days' notice to Macquarie
- f) agree that Macquarie can provide information on the amounts detailed and paid through my/our APA to my/our Adviser or my/our Adviser's Dealer Group or any associated Macquarie Group company,
- g) agree that Macquarie may send me/us other notices or communications regarding my APA via post, facsimile or electronic means to the address, email, facsimile or other telephone number appearing in this Application or otherwise notified by me/us to Macquarie.

Please sign below.

Signature of applicant 1

Date: / / Title:

Name:

Director to sign for company Sole director to sign for company

Signature of applicant 2

Date: / / Title:

Name:

Director to sign for company Sole director to sign for company

4 Your application amount, Interest payment details, and Interest Prepayment Loan

4A Your application amount (this section is mandatory)

Loan allocation to ASX listed securities¹: \$A

Loan allocation to the Cash Trust: \$A

Total investment amount²: \$A

¹ Please note this must be at least 50% of the Total Loan Amount, and as well as ASX listed securities, includes any managed fund allocation other than the Cash Trust.

² Minimum loan amount is \$A50,000.

Loan term (cross one box only): 1 year 2 year 3 year 4 year

These balances are used for credit assessment purposes to determine your maximum loan size and allocations. Completing this section of the Application for Finance Form does not constitute an investment instruction to Macquarie. Once your GEI plus Facility is approved, you are required to submit a Securities Selection Form to instruct Macquarie to acquire your GEI Securities.

What is the purpose of investment? (select all applicable options)

Savings Growth Income Retirement Business account

Other (specify):

Detail the source of your ongoing interest payments (select all applicable options)

Savings Salary/Wages Annuity/Pension Business account

Other (specify):

4B Interest payment details (this section is mandatory)

Please indicate your interest payment method. Please mark one box only.

Variable interest rate, payable monthly in arrears. Fixed interest rate for 12 months, payable annually in advance. Fixed interest rate for the term of the loan, payable annually in advance.

Unless I/we have elected to prepay interest in this Application for Finance Form, I/we instruct that an initial Drawing be made under my/our Facility upon the date that payment is required to be made for the GEI Securities selected in a Securities Selection Form submitted by me/us.

If I/we have elected to prepay interest in this Application for Finance Form, I/we instruct that an initial Drawing be made under my/our Facility upon the earlier of the date that payment is required to be made for the GEI Securities selected in a Securities Selection Form submitted by me/us and 30 June.

4C Interest Prepayment Loan (this section is optional)

Complete this section only if you wish to fund 100% of your annual-in-advance interest payments using an optional Interest Prepayment Loan.

Interest Prepayment Loan. Payable monthly in arrears, fixed interest rate for 12 months.

If selecting an Interest Prepayment Loan, you agree that principal repayments and interest charges on your Interest Prepayment Loan will be debited from the same bank account as nominated by you in section 6 – direct debit request of this Application for Finance Form. The Direct Debit Request Service Agreement applying to your GEI plus Facility will also apply to your Interest Prepayment Loan.

Your application amount, Interest payment details, and Interest Prepayment Loan (continued)

Interest Prepayment Loan Risk disclosure declaration

By completing and signing this Application for Finance Form, I/we acknowledge and declare that:

- I/We have read the Interest Prepayment Loan contained in section 15 of the GEI plus Brochure.
- I/We am/are aware that my/our Interest Prepayment Loan is a full recourse obligation, fixed term, principal and interest loan. I/We understand my/our Interest Prepayment Loan will start on the Interest Payment Date of my/our GEI plus loan and end on the last day of the fixed interest period of my/our GEI plus loan.
- I/We am/are aware of the early termination costs associated with repayment of all or part of my/our Interest Prepayment Loan before the agreed repayment date which can occur through my/our decision, my/our default or even as a result of a Corporate Action under my/our GEI plus loan or any prepayment or early unwind of my/our GEI plus loan. These costs can include (but are not limited to):
 - Break costs associated with unwinding any fixed interest rate arrangements (which may be significant)
 - Duties and Government Charges, and
 - any outstanding interest due.
- I/We am/are aware of the current indicative interest rates for the Interest Prepayment Loan, and I/we am/are aware that the Interest Prepayment Loan amount may vary from the indicative loan amount originally quoted to me/us by Macquarie, depending upon the purchase price of the GEI Securities I/we purchase with my/our GEI plus loan and the final interest rate that will apply to my/our GEI plus loan. I/We am/are aware that the amount and interest rate of my/our Interest Prepayment Loan will be confirmed following settlement of the purchase of my/our GEI Securities.
- I/We agree that my/our Interest Prepayment Loan is repayable monthly in arrears via principal and interest repayments.
- I/We understand that Macquarie may approve my/our Interest Prepayment Loan subject to additional conditions.
- I/We am/are aware that my/our Interest Prepayment Loan will be drawn, and that my/our obligations under the Interest Prepayment Loan will apply from the date of draw down of the Interest Prepayment Loan.
- I/We understand that I/we may not receive notification of approval of my/our Interest Prepayment Loan until a date after such approval.
- I/We agree that all payments required from me/us under the Interest Prepayment Loan will be debited from the same bank account as I/we have nominated for interest payments for my/our GEI plus loan.
- I/We acknowledge that I/we have been recommended to seek independent tax and financial advice and I/we acknowledge that I/we have received the tax and financial advice that I/we deem necessary.

By completing and signing this Application for Finance Form I/we confirm that my/our annual income after tax and all mortgage, loan, living and other expenses is sufficient to meet the required payments on the Interest Prepayment Loan applied for in this Application for Finance Form.

5

Statement of Financial Position (to be completed by all Applicants)

This section must be completed by each applicant, joint applicant, Director of corporate applicant, and/or individual trustee applicant. Confirmation of your income and assets may also be required. Please refer below for more details.

- Individual applicant
 Joint applicant
 Combined joint applicants
 Company
 Director of Company
 Additional Company Director
 Individual trustee applicant
 Director of corporate trustee
 Additional corporate trustee

If you require more than one Statement of Financial Position, please photocopy this page or contact the Client Service Team on 1800 080 033.

If this is a joint application, please combine the totals for the following:

Assets	Amount (\$A)
Cash	\$ <input type="text"/>
Property (residential)	\$ <input type="text"/>
Property (investment)	\$ <input type="text"/>
Shares	\$ <input type="text"/>
Motor vehicles	\$ <input type="text"/>
Superannuation	\$ <input type="text"/>
Other (specify)	
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
Macquarie investments (not included above)	\$ <input type="text"/>
TOTAL	\$ <input type="text"/>

Liabilities	Amount (\$A)
Mortgages (residential)	\$ <input type="text"/>
Mortgage/loan (investment)	\$ <input type="text"/>
Leases and personal loans	\$ <input type="text"/>
Credit cards (credit limit)	\$ <input type="text"/>
Contingent liabilities	\$ <input type="text"/>
Other (specify)	
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
Macquarie loans (not included above)	\$ <input type="text"/>
TOTAL	\$ <input type="text"/>

Annual income	Amount (\$A)
Salary (pre-tax)	\$ <input type="text"/>
Rental	\$ <input type="text"/>
Dividend income (pre-tax)	\$ <input type="text"/>
Other pre-tax income (specify)	
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
Other (specify)	
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
TOTAL	\$ <input type="text"/>

Annual expenditure	Amount (\$A)
Mortgage payments/rent (residential)	\$ <input type="text"/>
Mortgage/loan payments (investment)	\$ <input type="text"/>
Lease and personal loan payments	\$ <input type="text"/>
Living expenses and school fees	\$ <input type="text"/>
Other expenses (please specify)	
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
Macquarie Mortgage/Loan Payments (not included above)	\$ <input type="text"/>
TOTAL	\$ <input type="text"/>

Statement of Financial Position (continued)

Important notices

Please ensure that you attach the relevant supporting documentation to your application.

All Applicants who have aggregate loans from Macquarie Asset Management (including the loan(s) applied for under this Brochure), for which allocation to ASX-listed securities exceeds \$A300,000 but is less than \$A600,000, will need to provide verification of their income by providing any of the following:

Verification of income:

- your last three electronic payslips or group certificates (accompanied by contact details of your employer if still employed by the same organisation) showing employer/employee names, or
- your previous years' tax return, or
- letter of employment on company letterhead less than two months old. Must state employee's name, length of employment and income details, or
- accountant's certificate less than 12 months old, or
- most recent PAYG Payment Summary,

AND

- rental income (if applicable) – most recent rental statement from property manager.

All Applicants who have aggregate loans from Macquarie Asset Management (including the loan(s) applied for under this Brochure) for which allocation to ASX-listed securities exceeds \$A600,000, will need to provide the above verification of their income plus verification of assets as follows:

Verification of assets:

- cash: most recent bank statement.
- property: either a council rate notice or certificate of title.
- shares: most recent holding statement.

If any information provided above is inaccurate or incomplete, there may be delays in processing your application. Macquarie reserves the right to request, at its discretion, any further supporting documentation as required for any loan application.

6

Direct debit request

Please use this section to provide details of your nominated Australian bank account. Direct debit may not be available on the full range of accounts. If in doubt, please refer to your financial institution.

Please note:

- the bank account nominated below must be in the name of the Applicant (or if there are joint applicants, the account may be in the name of one of the applicants, however both applicants must sign below)
- a Direct Debit Dishonour Fee of \$50 will apply if insufficient funds are available in your nominated account. Please refer to section 8.1 of the GEI plus Brochure for further detail.

Important notices

1. If a joint bank account has been nominated below, all account holders must sign below.

2. If the bank account is a company account, and the company has more than one director, all directors must sign below.

Branch number (BSB): Account number:

Account name:

(must be in name of Applicant)

Name of financial institution:

Bank street name and number:

Suburb: State: Postcode:

I/we the Applicant and the account holder named above, authorise and request you, Macquarie Bank Limited ABN 46 008 583 542 (User ID number 204613) (or its nominee, assignee, transferee, participant or sub-participant as required) (**Macquarie**, until further notice in writing, to debit my/our account described above with all fees or charges, interest or principal payments on any loan under the GEI plus Facility, any stamp duty if applicable, any costs (including break costs) or other amount incurred or payable in connection with my/our GEI plus Facility, the Loan and Security Agreement and the Interest Prepayment Loan, if applicable and any amounts payable under the APA, if applicable.

I/We acknowledge and agree that:

- by signing this Application for Finance Form I/we agree to be bound by the terms of the Direct Debit Request Service Agreement in section 16 of the GEI plus Brochure
- my/our bank/financial institution may, in its absolute discretion, determine the order of priority of payment by it of any moneys pursuant to this request or any authority or mandate, and
- my/our bank/financial institution may, in its absolute discretion, at any time by notice in writing to me/us, terminate this Direct Debit Request as to future debits.

Macquarie may by prior arrangement and advice to me/us, vary the amount or frequency of future debits.

Please sign below. If a joint account has been nominated above, all account holders must sign. If you are joint applicants and the account is in the name of one of the applicants, both must still sign below. If the bank account is a company bank account, and the company has more than one director, two directors or a director and a secretary (if different) must sign below.

Signature of Applicant 1/Director

Date: / / Title:

Name:

If a company officer, your corporate title:

Signature of Applicant 2/Director

Date: / / Title:

Name:

If a company officer, your corporate title:

7 Loan consents/acknowledgement (to be read by all Applicants and Guarantors)

This section of the Application for Finance Form relates to the Loan(s) in section 4 of this Application for Finance Form.

“**Loan Provider**” means Macquarie Bank Limited ABN 46 008 583 542 AFSL 237 502.

“**You**” means the Borrowers and Guarantors for the proposed Loan, both together and separately.

By signing below in section 9 Declarations by Applicants and Guarantors, you agree that the Loan Provider can where permitted by law exchange your personal information as set out below and do any of the following at any time (now or in the future, within or outside of Australia).

Authority for Macquarie to obtain certain credit information

To enable the Loan Provider to assess my/our application for personal or commercial credit, manage my/our loan and related funding arrangements, assess an application to be a guarantor in relation to credit, review my/our credit on a periodic basis as though assessing a new application, assess hardship or related claims, collect overdue payments, and create assessments and ratings of my credit worthiness, I/we authorise the Loan Provider to seek, obtain and use credit reporting information about me/us (including from credit reporting bodies (**CRBs**) or other business that provides information about credit worthiness) before, during or after the provision of credit to me/us. This includes information about my/our personal creditworthiness, commercial activities or my/our commercial creditworthiness, including in respect of historical credit arrangements with any credit provider.

Authority to exchange information

Authority to exchange information with credit reporting bodies: For the purposes described above and to allow the CRB to maintain information about my/our credit worthiness (before, during or after the provision of credit to me/us, I/we authorise the Loan Provider to give a CRB certain personal information about me/us, including:

- permitted identification information
- the fact that I/we have applied for credit and the amount and type of credit, credit limit, loan start/end dates, or that the Loan Provider is a current credit provider to me/us
- ‘default information’ about payments which become more than 60 days overdue in certain circumstances
- that, in the opinion of the Loan Provider, I/we have committed a serious credit infringement in specified circumstances
- advice that payments previously notified as ‘default information’ are no longer overdue
- the fact that credit provided to me/us by the Loan Provider has been paid or otherwise discharged, and
- other credit-related personal information that is described in Macquarie’s Credit Information Policy or can otherwise be disclosed under the Privacy Act (collectively, **credit-related information**).

Authority to exchange information with other credit providers: I/We authorise the Loan Provider to give to and obtain from any credit providers personal information and credit related information. The information may be exchanged for, but not limited to, any of the following purposes: to assess an application by me/us for credit or to be a guarantor, to determine or confirm the status of my credit including any defaults; to assess my creditworthiness at any time during or after the life of a credit arrangement; to give or obtain an opinion on me/us; and any other purpose permitted by law.

Authority to exchange information with other parties: I/We authorise the Loan Provider to give to and obtain from other parties, information including personal information and credit-related information. Those parties may include my/our guarantors and potential guarantors (including for the purpose of a potential guarantor considering whether to offer to act as a guarantor), brokers, originators, financial consultants, accountants, lawyers or other advisers and any credit enhancer, funder, ratings agency or other party acting in connection with funding credit by means of an arrangement involving securitisation.

Authority to exchange sensitive information: In some cases, sensitive information may be collected for specific purposes (for example, information regarding my health to enable the assessment of a hardship or other relief application). The references in this loan consents statement to personal information include sensitive information such as my/our medical and health related details, and I/we agree that the Loan Provider may exchange such information with other parties listed in this loan consents statement for the purpose of assessing or processing such applications and may seek further information from any medical attendant consulted by me/us.

Authority to obtain information about guarantors: (This section addresses additional matters relevant if I am a Guarantor) I authorise and consent to the Loan Provider collecting personal information about me and obtaining both my personal and commercial credit reports from a CRB, to assess my capacity as a guarantor. If I am accepted as a guarantor the Loan Provider may disclose my personal information to external agents, professional advisers and service providers, for the purpose of managing the account and contacting me in relation to the guarantee or indemnity provided. I also authorise the Loan Provider to provide to the person/s in respect of which I am Guarantor, personal information about my credit worthiness, credit standing, credit history or credit capacity for any purposes related to the product or any proposed or actual enforcement of the product, guarantee or indemnity. I acknowledge and agree that if the Loan Provider provides the Loan, this authority remains in force until the credit under the Loan is fully and finally settled and discharged.

Authority to use information for administration processes: I/We authorise the Loan Provider to use any information collected in this Application for Finance Form and in subsequent administration processes for future applications I may wish to make for other Macquarie Group products and/or services and related services, and to disclose this information to other members of the Macquarie Group for similar use. Macquarie will only use information collected for this purpose to the extent it is permitted to do so at law.

Further information

I/We agree that I/we have obtained Macquarie’s Credit Reporting Policy via www.macquarie.com.au or by request. I/we understand that the policy contains further information about the types of credit-related information Macquarie collects, how it is collected, where it is sent, the CRBs Macquarie uses and my/our privacy rights (including access, correction and complaint rights) in respect of Macquarie and CRBs.

General Privacy Matters

The collection of personal information (which includes credit-related information) and how Macquarie handles that information is set out in Protecting your Privacy and I/we have read that part of the Application for Finance Form.

8 Power of Attorney (to be read by all Applicants and Guarantors)

By completing and signing this Application for Finance Form, I/we hereby irrevocably and by way of security appoint Macquarie Bank Limited ABN 46 008 583 542 and each of its officers, employees, agents and solicitors separately (the 'Attorney') as the true and lawful agent and attorney (with full power of substitution, delegation and revocation in respect thereof as the Attorney may deem expedient) in fact of each of:

- a) the Borrower, and
- b) the Guarantors
 - i) to sign and deliver, on behalf of the Borrower and the Guarantors, the following:
 - a) the Loan and Security Agreement in substantially the form contained in section 14 of the GEI plus Brochure
 - b) the Interest Prepayment Loan in substantially the form contained in section 15 of the GEI plus Brochure (where you choose to apply for an Interest Prepayment Loan under this Application for Finance Form) and
 - c) any other document, which, in the reasonable opinion of the Attorney, is necessary or desirable in connection with the Loan and Security Agreement, the Interest Prepayment Loan or perfection of the security interest of Macquarie
 - ii) to instruct the issuer or manager or responsible entity of any MIS, including the Cash Trust (as defined in the Loan and Security Agreement) or broker or any other person with respect to any dealings with the GEI Securities
 - iii) to complete and sign on behalf of the Borrower and the Guarantors, the Cash Trust application contained in the Cash Trust product disclosure statement and deliver it to the responsible entity of the Cash Trust
 - iv) to complete and sign on behalf of the Borrower and the Guarantors, the application for any MIS you elect to invest in using the GEI plus Facility and deliver the application form to the responsible entity of that MIS
 - v) to do any other act or thing which, in the opinion of the Attorney, is necessary or desirable in connection with the Loan and Security Agreement, the Interest Prepayment Loan (where applicable) or the GEI Securities or the protection or perfection of the security interests of Macquarie or the exercise of the rights, powers and remedies of Macquarie
 - vi) I/We hereby further authorise the Attorney to do the following with respect to any of the documents referred to above:
 - a) complete any blanks
 - b) make any amendments or additions that are in the reasonable opinion of Macquarie necessary to comply with any statutory or other requirement of law, or not materially prejudicial to my/our interests
 - c) do, execute and perform any other deed, matter, act or thing which in the reasonable opinion of the Attorney ought to be done, executed or performed to perfect the document and make it effective
 - d) attend to the stamping or registration of the documents referred to above, and all related and ancillary documentation
 - vii) 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 authorise the Attorney to sign the documents listed above by any means including affixing electronic or facsimile signatures to the documents
 - viii) I/We shall compensate the Attorney against any loss or reasonable costs it suffers or incurs in properly and lawfully exercising the powers specified above. The Attorney may exercise the powers granted above even if it involves a conflict of duty or a conflict of interest.

9 Declarations by Applicant(s) and the Guarantors

Applicant declarations and acknowledgements

PLEASE NOTE THAT MACQUARIE, THE TRADING PARTICIPANT AND THE SPONSOR DO NOT GUARANTEE OR ENDORSE THE COMMERCIAL VIABILITY OF A GEI PLUS FACILITY OR ANY GEI SECURITIES UNDER THE GEI PLUS BROCHURE.

By lodging this Application for Finance Form, I/we acknowledge and declare that:

- a) I/We have read the GEI plus Brochure to which this Application for Finance Form relates and the terms and conditions of the Loan and Security Agreement contained in section 14 of the GEI plus Brochure and the Direct Debit Request Service Agreement contained in section 16 of the Brochure
- b) in certain circumstances as set out in the GEI plus Brochure, my/our proceeds from the GEI plus Facility may be invested in the Cash Trust
- c) I/We have read the Cash Trust product disclosure statement and the application form attached to that product disclosure statement (available from macquarie.com.au/msicashtrust)
- d) if I/we have elected to invest in a MIS, I/we have read the product disclosure statement for that MIS and the application form attached to that product disclosure statement (available from macquarie.com.au/protectedlending)
- e) the failure, termination or invalidity of any security (including any guarantee or any other collateral security granted by the responsible entity of an MIS, including the Cash Trust) taken by Macquarie under the loan will not affect the Borrower's/Guarantor's obligations under the loan/guarantee or the validity or enforceability of the loan/guarantee
- f) I/We am/are aware of the risks associated with the GEI plus Facility
- g) I/We am/are aware of the early termination costs associated with the repayment of all or part of my/our Loan Amount prior to the Final Maturity Date. These costs can include (but are not limited to):
 - i) Break costs associated with unwinding the limited recourse feature of my/our loan and any fixed interest rate arrangements (which may be significant)
 - ii) the Early Repayment Fee, and
 - iii) Brokerage fees

Declarations by Applicant(s) and the Guarantors (continued)

- h) all the information provided in this Application for Finance Form is complete, true and correct
- i) Macquarie, the Trading Participant and/or the Sponsor may send me/us other notices or communications regarding my/our Facility via post, facsimile, or electronic means to the address, email, facsimile, or other telephone number appearing in this Application for Finance Form or otherwise notified by me/us to Macquarie, the Trading Participant and/or the Sponsor
- j) Macquarie, the Trading Participant and/or the Sponsor can provide information on the status of my/our GEI securities and Facility to my/our nominated financial adviser or usual stockbroker or any associated Macquarie Group company
- k) Macquarie, the Trading Participant and/or the Sponsor may record telephone conversations between their representatives and me/us
- l) I/We consent to the Trading Participant and/or the Sponsor obtaining information from the Financial Services Protection when processing my/our application
- m) if at any time I/we supply Macquarie, the Trading Participant and/or the Sponsor with personal information about another individual, I/we will ensure that I am/we are authorised to do so and agree to inform that individual of the matters set out in sections 7 and "Protecting your Privacy" of this Application for Finance Form as they relate to that individual
- n) I/We agree to Macquarie, the Trading Participant and/or the Sponsor collecting, using and disclosing my/our personal information as set out in sections 2F, 7 and "Protecting your Privacy" of this Application for Finance Form. Unless you cross the box below, Macquarie, the Trading Participant and/or the Sponsor and other companies in the Macquarie Group may use your personal information to offer you products or services that may be of interest to you
- I do not consent to the use of my information for this purpose
- o) I/We declare that I am/we are not applying for a GEI plus Facility or investing in the GEI Securities for the sole or dominant purpose of obtaining a scheme benefit as defined in the Tax Administration Act 1953 (Cth)
- p) I/We represent and warrant that unless otherwise disclosed expressly to the contrary in this form to Macquarie, I/we:
 - am/are not a United States person or a resident of the United States for taxation purposes (**US Person**)
 - confirm no person or entity controlling, owning or otherwise holding an interest in me/us is a US Person, and
 - will not be receiving any financial product, financial service loan referred to in, or contemplated by, the GEI plus Brochure or any payment in connection therewith for the account or benefit of a US Person.
- I/We agree:
 - that the representations set out in the preceding paragraph are made by me/us on the date on which I/we sign this Application for Finance Form and on each day thereafter until the termination of my/our GEI plus Facility
 - to promptly notify Macquarie of any change in circumstance which would cause the representations and warranties set out above to be incorrect or misleading, and
 - to promptly, following a request from Macquarie, provide Macquarie in writing with any information Macquarie considers necessary or desirable for it to receive in order for it to comply with any obligations it may have in connection with Australian law or FATCA (or any laws intended to give effect to the intent and purposes of FATCA).
- q) Macquarie, the Trading Participant and/or the Sponsor are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), rules and other subordinate instruments (**AML/CTF Laws**). In making an application pursuant to this Brochure, I/we consent to Macquarie, the Trading Participant and/or the Sponsor disclosing any of my/our personal information (as defined in the Privacy Act 1988 (Cth)), to the extent they are required to do so under the AML/CTF Laws
- r) if requested I/we undertake to provide additional information and assistance and comply with all reasonable requests to facilitate compliance by Macquarie, the Trading Participant and/or the Sponsor with AML/CTF Laws in Australia or an equivalent overseas jurisdiction
- s) I/We undertake that I am/we are not aware and have no reason to suspect that:
 - i) the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities) or
 - ii) proceeds of investment made in connection with this product will fund Illegal Activities,
and I/we undertake to immediately notify Macquarie if I/we should become so aware or have reason to so suspect
- t) in certain circumstances Macquarie may be obliged to freeze or block your Facility and/or the Sponsor may be obliged to freeze or block the Participant Sponsored Holding where the Facility or Participant Sponsored Holding are used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. Pursuant to the AML/CTF Laws Macquarie and the Sponsor will not be liable to me/us for any consequences suffered as a result of the freezing or blocking of my/our Facility or Participant Sponsored Holding in accordance with the AML/CTF Laws
- u) when a Trustee applicant sends its trust deed to Macquarie, Macquarie will only use that trust deed to extract information for the purposes of the AML/CTF laws and will not otherwise review the deed
- v) Macquarie, the Trading Participant and/or the Sponsor retain the right not to provide services or issue products to any applicant that either of Macquarie, the Trading Participant and/or the Sponsor decides, in its sole discretion, that it does not wish to supply
- w) I/We declare that the credit to be provided to me/us by Macquarie under the GEI plus Facility is to be applied wholly or predominantly for business purposes or investment purposes other than the investment in residential property
- Important: You should only sign this declaration if your GEI plus Facility is wholly or predominantly for business purposes or investment purposes other than investment in residential property. By signing this declaration you may lose your protection under the National Credit Code.**
- x) I/We are signing here to give effect to the Power of Attorney above in section 8
- y) if the Application for Finance is approved, the GEI plus Loan and Security Agreement and Interest Prepayment Loan, if applicable, will be signed on my/our behalf pursuant to the Power of Attorney above,
- z) Macquarie will credit any amounts payable to me/us to the account nominated in section 6 of this Application for Finance Form

Declarations by Applicant(s) and the Guarantors (continued)

- aa) I/We acknowledge and agree that distributions and redemption proceeds may be paid into a non interest bearing trust account with Macquarie Bank Limited or another Australian bank pending transfer of those amounts to the account nominated in section 6 of this Application for Finance Form. If any attempt to credit the nominated account fails, the amounts may be returned to that trust account until such time as I/we provide further payment directions
- ab) I/We agree to advise Macquarie in writing and in a timely manner if there are any changes to my/our personal information, as to the following:
 - i) for an individual, change of name (for example on marriage or by deed poll), change of residential address
 - ii) for a company, change of business name, change of shareholders, change of directors and/or secretary
 - iii) for a trustee, change of trustee, addition of a settler, addition of a beneficiary or class of beneficiary.
- ac) Macquarie may send notices, communications and disclosures in respect of my Facility to me by post or electronically by email, via GearUp and/or by posting the notice, communication or disclosure on the Macquarie website
- ad) any email address provided by me/us in this application form or otherwise notified to and accepted by Macquarie is my/our nominated address for receiving notices, communications and disclosures which Macquarie may send electronically via email
- ae) I/we agree that Macquarie or the nominee may, in certain circumstances, hold the GEI Securities and related rights in any account, in Macquarie or the nominee's own name or that of any sub-custodian, suitable for the holding of the GEI Securities and related rights and, on a pooled basis with the property of other persons or other clients of Macquarie or the nominee.

Use of facsimile or email

If you submit your Application for Finance Form by facsimile or email, Macquarie may rely on that Application for Finance Form to process and accept your application. Your original Application for Finance Form should also be sent to Macquarie for record-keeping purposes.

If Macquarie receives instructions by facsimile or email in relation to my/our GEI plus Facility or APA, I/we:

- acknowledge that there is potentially a greater risk that fraudulent facsimile instructions can be given by someone who has access to my/ our Facility ID and/or APA Facility number and a copy of my/our signature(s) and that I/we accept such risks
- acknowledge that Macquarie may assume that the instruction has been sent, and is authorised, by or behalf of me/us, and
- release Macquarie from and indemnify Macquarie against all losses and liabilities arising from any payment or action taken by Macquarie based on the instruction, even if such instructions are not authorised, bearing a GEI plus Facility ID and/or APA Facility number and signature that purports to be mine/ours or that of an authorised signatory on the account (except to the extent that such losses and liabilities directly arise from the negligence or wilful default of Macquarie).

Applicants must sign here

You must read the GEI plus Brochure including the Application for Finance Form before signing this Application for Finance Form.

Before signing this declaration you should ensure you have received all 26 pages of this Application for Finance Form and that all relevant sections have been completed correctly. If the other pages of this Application for Finance Form are not attached to this page or have not been completed correctly, you should contact your Adviser.

This Application for Finance Form includes important declarations and acknowledgements made by you. If you cannot make each declaration and acknowledgement you must not invest.

If executing as a corporate applicant, the Application for Finance Form is executed as a Deed Poll in accordance with section 127(1) of the Corporations Act by authority of its directors:

All individual and joint individual applicants (including individual and joint individual trustee applicants) must have their applications signed and witnessed otherwise your application cannot be processed.

Signature of Applicant 1/Company Director/Sole Director

Date: / / Title:

Name:

If a company officer, your corporate title:

Signature of Applicant 2/Company Director/Director or Secretary

Date: / / Title:

Name:

If a company officer, your corporate title:

For Individual and joint individual applicants only

Signature of Witness 1

Date: / / Title:

Name:

Signature of Witness 2

Date: / / Title:

Name:

Declarations by Applicant(s) and the Guarantors (continued)

Guarantors (directors of corporate applicants and owners referred to in section 10) must sign here:

I/We acknowledge and agree that:

- I/We shall be bound as personal guarantor of the Borrower upon the terms set out in the Loan and Security Agreement and, if applicable, the Interest Prepayment Loan which will be executed on my/our behalf under the Power of Attorney in section 8
- I/We have obtained independent legal and financial advice regarding my obligations as guarantor,
- in addition to the consents and authority in sections 2F and “Protecting your Privacy”, I/we authorise Macquarie to obtain from a credit reporting agency, a credit report containing personal credit information about me/us to enable Macquarie to assess whether to accept me/us as guarantor for the personal credit or commercial credit applied for or that may be or has been provided to the Applicant and, in so doing, I/we acknowledge that Macquarie may give and obtain personal information about me/us as per “Protecting your Privacy”.

GEI Securities Owner/Corporate Director

Date: / /

Title:

Name:

GEI Securities Owner/Corporate Director

Date: / /

Title:

Name:

10

Security owner details (this section is optional)

Complete this section only if the GEI Securities are to be held by a person or company other than the Applicants.

GEI Securities Owner name (individual)

Title: First name: Middle name:
Surname:

Contact details (you must provide at least one contact phone number)

Work phone number: Home phone number:
Fax number: Mobile number:

Additional details

Are you a resident of Australia for income tax purposes? If no, please specify your country of tax residence.

Yes No Country: Date of birth: / /

Tax File Number (TFN) or reason for exemption:

See section 2F of this Application for Finance Form for more information regarding the collection of your TFN or exemption, and the consequences of not providing your TFN or exemption.

Joint GEI Securities Owner name (individual)

Title: First name: Middle name:
Surname:

Contact details (you must provide at least one contact phone number)

Work phone number: Home phone number:
Fax number: Mobile number:
Company name (if applicable):

Trustee name (if applicable)

Please note: if the GEI Securities Owner is a trustee, you must also complete section 2D.

Are you a resident of Australia for income tax purposes? If no, please specify your country of tax residence.

Yes No Country: Date of birth: / /

TFN/ABN:

Tax exemption details including expiry date (if applicable):

See section 2F of this Application for Finance Form for more information regarding the collection of your TFN or exemption, and the consequences of not providing your TFN or exemption.

GEI Securities Owner residential/registered address

Street name and number:
 Suburb:
State: Postcode: Country:

ABN 46 008 583 542
AFS Licence 237502
Date: 1 January 2011

Financial Services Guide

About this document

This Financial Services Guide (FSG) is an important document in which we (Macquarie Bank Limited - referred to throughout this FSG as “Macquarie Bank”, “we” or “us”) outline:

- who we are and how we can be contacted;
- what services and types of products we are authorised to provide to you;
- how we (and any other relevant parties) are remunerated;
- details of any potential conflicts of interest;
- details of our internal and external dispute resolution procedures and how you can access them.

This FSG should assist you in deciding whether to use any of our products or services. If you choose to use any of our products or services you may also receive other documents about those products or services, which you should read carefully.

Other documents you might receive

Statement of Advice (SoA)

If we give you advice that takes into account your circumstances and goals, you should usually receive an SoA outlining:

- the advice;
- the basis on which it is given; and
- information about fees, commissions and associations,

related to the provision of the advice.

Record of Advice (RoA)

In some cases it is not practical to provide an SoA (eg. where we provide you with additional advice to supplement an existing SoA and neither our advice nor your circumstances have materially changed). In these cases, we will keep a record of the advice we have given you (a RoA), which we will keep for seven years after we give you the advice. You can ask for a copy of a RoA at any time until we destroy it.

Product Disclosure Statement (PDS)

A PDS is a document (or group of documents) that describes a financial product. A PDS (or other offer document) contains important information to assist you to make a decision about the product it describes. You should receive and review the PDS (or other offer document) produced by us before you make an investment decision about our products, or a product we recommend.

About Macquarie Bank

Any financial services offered are provided by representatives of Macquarie Bank.

Macquarie Bank is part of the Macquarie group of companies and is associated with other Macquarie entities.

Macquarie Bank is a participant in the following licensed markets or clearing and settlement facilities, or markets or facilities operated by:

- ASX Limited
- ASX Clear Pty Limited
- ASX Clear (Futures) Pty Limited
- Austraclear
- Australian Securities Exchange Limited
- ICE Futures Europe
- London Metal Exchange Ltd
- Eurex Frankfurt AG
- Yieldbroker Pty Ltd

You can contact us by:

- speaking to your nominated representative;
- if you do not have a nominated representative, calling (02) 8232 3333;
- visiting our website at macquarie.com.au; or
- emailing us using the Contact Directory on our website at macquarie.com.au; or
- writing to us at:
PO Box 4294
SYDNEY NSW 1164
Fax: (02) 8232 3350

Our financial services and financial products

Macquarie Bank is authorised to offer the following financial services and financial products:

- giving advice (both general and personal) on, and dealing in:
 - basic deposit products
 - non-basic deposit products
 - non-cash payment facilities
 - derivatives
 - foreign exchange contracts
 - general insurance products
 - government debentures, stocks or bonds
 - interests in managed investment schemes
 - interests in managed investments
 - warrants
 - securities
 - superannuation
 - standard margin lending facilities
- making a market in:
 - derivatives
 - foreign exchange contracts
 - bonds and debentures
 - other financial products
- holding a financial product or interests in a financial product for you directly or indirectly.

We can also assist you in relation to products offered by other financial institutions as well as other members of the Macquarie group of companies.

Who we act for

When we provide you with financial services we will generally act for you. However, we may also provide financial services on our own behalf or on behalf of another issuer and receive fees and commissions for doing this. We will tell you who we act for when we provide services to you.

Personal advice

We will not give you personal advice when you visit our website or contact our Client Services Centre.

Before we can give you appropriate personal advice, you will need to give us details of your personal objectives, current financial situation, needs and any other relevant information. You can choose not to provide us with this information, but any advice we give you will be general in nature and may not be appropriate to your objectives, financial situation and needs. You should read the warnings contained in the SoA carefully before making any decision relating to a financial product.

If we give you personal advice we will maintain a record of your personal profile, including details of your objectives, financial situation and needs. We will also maintain records of any recommendations made to you. For information on how to access these records, please refer to the section 'Your Privacy', below.

We will only give personal advice to you if you secure the services of one of our financial advisers. We will not give you personal advice in our regular updates or marketing material.

How you can give us instructions

You can usually give us instructions by telephone, mail, email, fax or via our website. There may be special instruction arrangements for some products and services – details of which will be explained in the relevant PDS (or other offer document).

How we are paid

If you invest in a product we provide or on which we have advised you, Macquarie will receive remuneration in relation to your investment in that product, which may be based on the value of your holdings.

This remuneration may include upfront fees and management fees (which includes transaction, ongoing and if applicable any borrowing costs), brokerage or advisory fees. In some situations exit fees, account fees and transaction fees may apply. The remuneration we will receive for the products we offer will be set out in the PDS (or other offer document) for that particular product.

When we advise you about products offered by another member of the Macquarie Group and you acquire that product, then that member will receive remuneration.

The table below is indicative of the range of commissions we may receive from some product issuers (including other members of the Macquarie group of companies) for referring clients who purchase their products:

Upfront Fee	Up to 6.6 per cent of the amount you invest
Trailing Commission	Up to 3.3 per cent of the ongoing value of your investment

How our staff are paid

Our employees and directors receive salaries, bonuses and other benefits from us, which may include commissions.

The PDS (or other offer document) for the particular product will disclose further details of remuneration received by Macquarie Bank employees and directors or paid to financial advisers. Your adviser is also required to tell you about remuneration and commissions they receive in the SoA they must give to you when providing personal advice.

How we pay people who refer business to us

If we pay a fee or commission in relation to a referral, we will make a separate disclosure to you.

How we pay people who offer our products and services

You may receive advice in relation to the products and services we offer from financial advisers who do not work for Macquarie Bank. These advisers may receive commission from us in the range of 0.05 per cent to 3.33 per cent based on the value of your holdings. The adviser's remuneration is included in the fees you pay when investing in our products.

Your privacy

At Macquarie Bank, the privacy of your personal information is important to us. Any personal information we collect will be handled in accordance with our Privacy Policy. Our Privacy Policy details how we comply with the requirements of the Privacy Act in the handling of your personal information. A copy of that policy can be obtained by visiting our website at macquarie.com.au.

Compensation Arrangements

Macquarie Bank holds a Professional Indemnity Insurance Policy, which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

Subject to its Terms and Conditions, the Policy provides cover for civil liability resulting from third party claims concerning the professional services provided by Macquarie Bank and its employees and representatives.

This policy covers professional services provided by employees and representatives of Macquarie Bank while they are in our employ, even where that employee or representative has subsequently left our employ.

How we handle complaints

Everyone at Macquarie is committed to providing our clients with the highest standard of products and services available. If you're unhappy with our products or our service, we would like you to tell us about it and let us know how you think we can fix it.

If you have a complaint about the service provided to you, you should:

- contact your nominated representative; or
- contact our Client Service Centre

If your complaint is not satisfactorily resolved, contact:

Macquarie Compliance
Level 17
1 Martin Place
Sydney NSW 2000
Fax: (02) 8232 4437

If you are not satisfied with our handling of your complaint, you can lodge a complaint with the Financial Ombudsman Service:

Financial Ombudsman Service
GPO Box 3,
Melbourne, Victoria, 3001
Email: info@fos.org.au
Tel: 1300 780 808
Fax: (03) 9613 6399
Website: fos.org.au



Financial Services Guide for Bond Street Custodians Limited

About this document

This Financial Services Guide ("FSG") dated 14 September 2015 is an important document that Bond Street Custodians Limited ("we", "us" or "our") is required to provide you under the requirements of its Australian Financial Services Licence number 237489. It provides you with information about Bond Street Custodians Limited (ABN 57 008 607 065) to help you consider whether to use the financial products and services we offer.

The FSG contains important information including:

- who we are and how we can be contacted
- what financial services and products we are authorised to provide you
- how we (and any other relevant parties) are remunerated
- our associations or relationships and potential conflicts of interest
- our privacy policy and how you can access your information
- our compensation arrangements, and
- details of our internal and external dispute resolution procedures and how you can access them.

It is intended that this FSG should assist you in deciding whether to use any of our products or services. If you choose to use any of our financial products or financial services you may also receive other documents, such as a Product Disclosure Statement ("PDS"), a Short-Form Product Disclosure Statement ("Short-Form PDS") or other guide or document relating to the financial products or financial services which you should read carefully. Such documentation (if any) will contain information necessary for you to make an informed decision about a product or service.

Information about Bond Street Custodians Limited

Through our representatives, we provide the financial services described in this guide, acting on our own behalf. Bond Street Custodians Limited is part of the Macquarie Group of companies and as such is associated with other Macquarie entities.

Bond Street Custodians Limited is also a participant of ASX Settlement Pty Limited.

If you have any questions about our financial products or financial services, you can speak to your nominated representative (for example your adviser).

If you do not have a nominated representative, you can:

- call our Client Contact Centre on 1800 814 523
- email us at mim.clientservice@macquarie.com, or
- write to us at:
PO Box R1723, Royal Exchange, NSW, 1225.

Our financial services and financial products

Under our Australian Financial Services Licence, we are authorised to offer the following financial services and products to retail clients.

- Deal in the following classes of financial products:
 - ✓ deposit and payment products
 - ✓ derivatives
 - ✓ Foreign Exchange Contracts
 - ✓ debentures, stocks or bonds issued or proposed to be issued by a government
 - ✓ interests in managed Investment Schemes excluding Investor Directed Portfolio Services (IDPS)
 - ✓ securities.
- Provide custodial or depository services other than an Investor Directed Portfolio Service.

Providing instructions to Bond Street Custodians Limited

There may be special instruction arrangements for some financial products and services, details of which are explained in the relevant PDS, Short-Form PDS, or other guide or document.

Payments to Bond Street Custodians Limited for the services provided

If you invest in a financial product or use a financial service that we provide, we may receive remuneration in relation to your investment in that financial product or service. Any remuneration we receive for the financial services and products we offer will be set out in the PDS, Short-Form PDS, or other guide or document for that particular product or service.

Where we charge you a fee for the provision of a financial service, you will be issued with a tax invoice for any services we provide.

Remuneration or other benefits received by Macquarie staff

Our employees and Directors receive salaries, bonuses, commissions and other benefits from us where permitted by law.

How we hold property for our clients

We may hold property on trust for you from time to time. Where we do so, we may not hold that property in a separate account designated for you, but may, where permitted by applicable law, hold it in a trust account together with the property of other clients. Where we do hold your property with the property of other people, we will:

- at all times maintain adequate records showing which assets are held for you, and
- perform regular reconciliations to ensure that our records and asset holdings are accurate.

Associations and relationships

Members of the Macquarie Group (including Bond Street Custodians Limited) or their associates, officers or employees (Macquarie Members) may have interests in particular financial products by acting in various roles including as investment banker, underwriter or dealer, holder of principal positions, broker, lender or adviser in respect of that financial product.

In addition Macquarie Members may buy or sell the financial products as principal or agent and may receive fees, brokerage or commissions for acting in the various capabilities set out above.

Personal information

At Macquarie, the privacy of your personal information is important to us. Any personal information collected will be handled in accordance with our Privacy Policy. Our Privacy Policy details how we comply with the requirements of the Privacy Act 1988 (Cth) in the handling of your personal information. A copy of that policy can be obtained by visiting the Macquarie website at [macquarie.com/au/personal](https://www.macquarie.com/au/personal). The Privacy Policy can be found at the bottom of each page on the website. Alternatively you can contact us and we will send you a copy.

Compensation arrangements

We have the benefit of a professional indemnity insurance policy which satisfies the regulatory requirements for compensation arrangements under section 912B of the Corporations Act.

Subject to its terms and conditions, the policy provides cover for civil liability resulting from third party claims concerning the professional services provided by us and our employees and representatives. The policy continues to provide coverage for past employees and representatives in respect of professional services performed whilst engaged by us.

Complaints handling

We are committed to providing a high standard of client service and to maintaining our reputation for honesty and integrity. If our level of service or quality of products has failed to meet your expectations, we would like you to tell us about your concerns. Our complaint handling process is designed to ensure that your concerns are treated seriously and that your complaint is addressed promptly and fairly. Your complaint may be lodged either verbally or in writing and will be dealt with in strict confidence.

If you have a complaint about the service provided to you, you should take the following steps:



Contact our **Client Contact Centre** on 1800 814 523

If your complaint is not satisfactorily resolved, write to:



The Complaints Officer
Macquarie Group Limited
PO Box R1723, Royal Exchange, NSW, 1225

If you are not satisfied with our handling of your complaint, you may lodge a written complaint to the Financial Ombudsman Service (FOS). Bond Street Custodians Limited is a member of FOS, an independent external complaints resolution scheme. You can contact FOS quoting our membership number 11554.

FOS can be contacted at:



Financial Ombudsman Service
GPO Box 3, Melbourne, VIC, 3001
Telephone: 1800 368 287
Fax: (03) 9613 6399
Email: info@fos.org.au
Web: www.fos.org.au



MACQUARIE

Financial services guide

macquarie.com.au/personal

This Financial Services Guide (FSG) is an important document that Macquarie Equities Limited (MEL, we, us or our) as an Australian financial services licence holder is required to provide to you. If you are interested in applying directly for Macquarie products or services, this FSG is designed to help you consider whether to use our financial services and provide you with an understanding of what to expect from our relationship.

About this document

The FSG contains important information about:

- who we are and how we can be contacted
- the services and types of products we are authorised to provide
- how we (and any other relevant parties) are remunerated
- potential conflicts of interest
- how complaints are dealt with.

Any advice that we give you will be of a general nature only and will not take account of your objectives, financial situation or needs. If you wish to receive personal financial product advice that takes into account your objectives, financial situation or needs, you will be referred to a Macquarie financial adviser who will provide you with a separate FSG detailing the financial services available from Macquarie financial advisers and may also provide you with a Statement of Advice.

Other documents you may receive

If you choose to use any of our products or services you may also receive other important documents, such as a product disclosure statement (PDS). A PDS is a document that describes a financial product. A PDS contains important information to assist you to make a decision about the product. You will usually receive a PDS if an offer is made to issue or arrange the issue of a financial product (other than securities).

Providing instructions to us

You can give us instructions by telephone, mail, email, fax or via our website. There may be special instruction arrangements for some products and services. Any special instructions are explained in the relevant PDS (or other offer document).

Telephone conversations with MEL may be recorded.

Payments we receive for the services we provide

We may charge fees for services and products we provide. These fees may be charged in various ways, including:

- asset-based fees
- administration fees
- brokerage on trades
- subscription or service fees
- other benefits that are paid with your consent.

If you invest in a product through Macquarie, MEL may receive benefits based on the value of your holding, and the total value of MEL's client holdings from the product issuer, where permitted by law. These benefits may include upfront fees, management fees (which includes transaction, ongoing and, if applicable, any borrowing costs) and/or brokerage. In some situations exit fees, account fees and transaction fees may apply. In addition, where you place funds in our trust account, MEL will retain accrued interest from its trust account.

What monetary benefits are paid to us by product issuers and others?

Investment products

Macquarie Group products

- Upfront amounts - when we deal in products offered by another member of the Macquarie Group and you acquire that product, we may receive benefits up to a maximum of 12 per cent of the investment amount.

For example, for an investment of \$25,000 in a product with an initial benefit payable of 12 per cent, MEL will receive \$3,000.

- Ongoing amounts – this will vary depending on the product and will be disclosed to you in the relevant PDS (or other offer document).

For example, for an investment of \$25,000 in a product with an ongoing benefit payable of 1 per cent, MEL will receive \$250 each year.

Non-Macquarie Group products

Below is a summary of the range of amounts we may receive from other product issuers where you purchase their investment products:

- upfront amounts – 0 per cent to 6.6 per cent of the amount you invest

For example, for an investment of \$25,000 in a product with an initial benefit payable of 6.6 per cent, MEL will receive \$1,650

- ongoing amounts – 0 per cent to 1 per cent (per annum) on the ongoing value of your investment

For example, for an investment of \$25,000 in a product with an ongoing benefit payable of 1 per cent, MEL will receive \$250 each year.

MEL may also receive a range of benefits in respect of other financial products in which we are authorised to deal. Some of these benefits may not be currently ascertainable but may include an upfront and/or an ongoing fee calculated as a percentage of the amount you invest. You may request particulars of such benefits payable to MEL provided that you request this information within a reasonable time after you receive this FSG and before any financial service is provided to you. You may also find this information in a product disclosure statement for the relevant product, where one is available.

Personal risk insurance product commissions

When we deal in personal risk insurance products on your behalf and you acquire that product, we may be entitled to commission from the product issuer and we will retain the commission relating to that product where permitted by law. Below is a summary of the range of commissions we may receive from the product issuer where you purchase their insurance product:

- upfront commission – 0 per cent up to 134.75 per cent of the first year's premium

For example, for a first year premium of \$1,000 with an annual commission of 134.75 per cent, MEL will receive \$1,347.50

- trail/renewal commission – 0 per cent up to 30 per cent (per annum) of the ongoing annual premium

For example, for a renewal premium of \$500 on an insurance product with an ongoing commission of 30 per cent, MEL will receive \$150.

What other remuneration or other benefits may be received by us and Macquarie?

Macquarie Prime

Trading fees

When you trade through Macquarie Prime, you pay the following brokerage fees:

Minimum monthly turnover required for a rebate	Effective trading fee rate [^]
\$0 – \$499,999	0.12%
\$500,000 – \$1,999,999	0.10%
\$2M – \$9,999,999	0.09%
\$10M – \$24,999,999	0.08%
\$25M – \$49,999,999	0.07%
\$50M+	0.06%

[^]See below for explanation of rebate system.

Minimum trading fees

All share and contract for difference (CFD) trades through Macquarie Prime are subject to the following minimum fees, depending on how you execute your transactions:

- by platform: \$19.95
- by telephone: \$50.

A trading fee is payable when opening or closing a long or short position or a long or short CFD. The trading fee is equal to the face value of the financial instrument traded multiplied by your trading fee rate, subject to the minimum trading fee.

Trading fee rebate system

Unless specified otherwise, you will initially pay a trading fee of 0.12 per cent of the face value of shares transacted through Macquarie Prime, subject to the minimum trading fee. An active trader may be eligible for a rebate based on the table above, still subject to the minimum trading fee. If you trade more than the specified level during a calendar month, you will be eligible for a rebate. Generally, trading fee rebates will be paid into your Prime Account within the first 10 business days of the following month. If you agree for that month a trading fee rate with your adviser, you will not be entitled to the rebates set out in the table above.

Minimum monthly turnover required for a rebate

The trading fee rebate is determined by the minimum monthly turnover required as per the table above. Monthly turnover is generated from opening or closing positions; for example, opening and closing a \$50,000 position would be \$100,000 in turnover.

For further explanation of these fees, please refer to the Macquarie Prime product documentation and website: macquarie.com.au/prime.

Stock transfer fees

When you request for off-market transfer services through Macquarie Prime, you pay \$65 per transfer.

Equities service desk

For trading that may be execution-only or general advice and is not executed with an adviser or through Macquarie Prime, the brokerage fee is a minimum of \$39.95 and a maximum of 0.20 per cent of the traded value.

You may elect to receive a Macquarie research stock recommendation provided by us. This research is issued by Macquarie Securities (Australia) Limited and distributed by us. A flat rate of \$50.00 including GST will be charged per recommendation.

Macquarie Wrap Solutions

Where permitted by law, brokerage will apply on all equity transactions placed online, via the Macquarie Wrap Solutions website. For transactions valued up to and including \$50,000, brokerage charged is \$31.90. For transactions valued at greater than \$50,000, brokerage charged is 0.33% of the amount transacted.

Remuneration or other benefits received by Macquarie staff

Our employees and directors receive salaries, bonuses, commissions and other benefits from us where permitted by law.

Remuneration or benefits paid to those who refer clients to us

If you have been referred to us by someone else and, subject to law, we pay them a fee or commission in relation to that referral, we will make a separate disclosure to you. Additionally, we may, subject to law, receive payments for referring you to other professionals. These referral fees will be disclosed to you at the time of referral.

Alternative Remuneration Register

Any alternative form of remuneration, such as gifts, are recorded by MEL on a Register that outlines all alternative forms of remuneration received by MEL representatives. The Register is publicly available upon request.

Associations and relationships

Members of the Macquarie Group (including MEL) or their associates, officers or employees (Macquarie Members) may have interests in particular financial products by acting in various roles including as investment banker, underwriter or dealer, holder of principal positions, broker, lender or adviser in respect of that financial product.

In addition, Macquarie Members may buy or sell the financial products as principal or agent and may receive fees, brokerage or commissions for acting in the various capacities set out above. Generally, where MEL participates in capital raising activities, MEL may receive up to 10 per cent of the total value of the securities distributed from the issuer of the offer. In certain situations, MEL may be prohibited or restricted in providing financial services to you in respect of particular financial products.

Personal information

At Macquarie, the privacy of our personal information is important to us. Any personal information collected will be handled in accordance with our Privacy Policy. Our Privacy Policy details how we comply with the requirements of the Privacy Act 1988 (Cth) in the handling of your personal information. A copy of that policy can be obtained by visiting the Macquarie website at macquarie.com.au.

If you would like a copy of the information we hold, please contact Macquarie. We may charge you our reasonable costs of accessing and/or photocopying personal information that you request.

Compensation arrangements

Macquarie Group Limited, on behalf of MEL, holds a professional indemnity insurance policy in place that satisfy the regulatory requirements for compensation arrangements under section 912B of the Corporations Act. Subject to the terms and conditions, the arrangements provide cover for civil liability resulting from third-party claims concerning the professional services provided by MEL and its employees and representatives.

This insurance arrangement continues to provide coverage for past employees and representatives in respect of professional services performed while engaged by MEL.

Best execution

When you trade through MEL, MEL will always seek to achieve the best outcome for you when handling and executing your orders. For more information on how we seek to achieve the best outcome for you, please visit macquarie.com.au/melbestexecution

Making a complaint

Macquarie is committed to providing a high standard of client service and to maintaining our reputation for honesty and integrity. If our level of service or quality of products has failed to meet your expectations, we would like you to tell us about your concerns. Macquarie's complaint handling process is designed to ensure that your concerns are dealt with appropriately and that your complaint is addressed promptly and fairly. Your complaint may be lodged either verbally or in writing and will be dealt with in strict confidence.

If you are a retail client and have a complaint about the service provided to you, please contact:

- our Client Service Centre on 1800 264 331
- the Complaints Manager, Macquarie Private Wealth, PO Box 192, Australia Square NSW 1215.

If you are not satisfied with how your complaint is handled, you may direct your concerns to:

Financial Ombudsman Service (FOS)
GPO Box 3, Melbourne VIC 3001
Tel 1300 780 808
Fax (03) 9613 6399
Website fos.org.au
Email info@fos.org.au

Information about Macquarie Equities Limited

Any financial services offered are provided by representatives of Macquarie Equities Ltd ABN 41 002 574 923 (MEL). MEL is part of the Macquarie Group of companies and as such is associated with other Macquarie Group companies that issue financial products.

The Macquarie companies that MEL is associated with include Macquarie Private Portfolio Management Limited ABN 26 089 987 388 (MPPM), Macquarie Investment Management Limited ABN 66 002 867 003 (MIML), Macquarie Bank Limited ABN 46 008 583 542 (MBL), Macquarie Financial Products Management Limited ABN 38 095 135 694 (MFPM), Macquarie Mortgages Pty Limited ABN 23 057 760 175 (MMPL), Macquarie Life Limited ABN 56 003 963 773 (MLL), Macquarie Securities (Australia) Limited ABN 58 002 832 126 (MSAL), Macquarie Direct Property Management Limited ABN 56 073 623 784 (MDPML) and Risk Advice Specialists ABN 27 153 718 079.

MEL is a participant of ASX Limited, ASX Clear Pty Limited Australian Clearing House Pty Limited and ASX Settlement Pty Limited.

Visit macquarie.com.au/personal or email macquarie@macquarie.com for more information about Macquarie.

Our financial services and financial products

We are authorised to offer the following financial services:

- financial product advice (both general advice and personal advice)
- dealing in financial products including arranging the issue of financial products
- custodial/depository services.

We are authorised to provide financial product advice on and to deal in a range of financial services and financial products including:

- deposit and payment products
- derivatives
- government debentures, stocks or bonds
- life insurance
- superannuation
- managed investment schemes
- investor directed portfolio services
- managed investment warrants
- retirement savings accounts
- securities
- foreign exchange
- margin lending facilities.

Who we act for when providing you our financial services and financial products

We are responsible for the financial services described in this FSG and will generally be acting on your behalf when providing you with financial services. In certain circumstances, MEL or other members of the Macquarie Group or their associates, officers or employees (Macquarie Members) may be acting on behalf of other parties.

If you have any questions about our products or services you can call 1800 245 555, visit our website at macquarie.com.au/personal or email macquarie@macquarie.com

Macquarie Equities Limited

ABN 41 002 574 923 AFS Licence 237 504

Date of preparation: June 2013

Visit macquarie.com/personal

or call 1800 245 555 for more information

Macquarie Equities Limited ABN 41 002 574 923 ('MEL') is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Cth), and MEL's obligations do not represent deposits or other liabilities of Macquarie Bank Limited ABN 46 008 583 542 ('MBL'). MBL does not guarantee or otherwise provide assurance in respect of the obligations of MEL.
Date of preparation: June 2013

Issuer contact details

Macquarie Bank Limited

No 1 Martin Place
Sydney NSW 2000

For more information about Macquarie Specialist Investments – Geared Equities Investment plus, call us on 1800 080 033, email structuredinvestments@macquarie.com or visit our website macquarie.com.au/protectedlending

Macquarie Geared Equities Investment plus
GPO Box 4294 Sydney NSW 1164