

# **SUPER LENDING.**

## **APPLICATION FORM**

30 June 2012

# SUPER LENDING APPLICATION FORM

## BELL POTTER

This application form relates to the Bell Potter Super Lending *facility* made available by Bell Potter Capital Limited ABN 54 085 797 735. It should be accompanied by the Bell Potter Super Lending Brochure (referred to in this application form as the *loan facility agreement*) and the Bell Potter Portfolio Lending Product Disclosure Statement ("PDS"). The *loan facility agreement*, together with the *security trust deed* and the *loan security deed* described in section 15 below, are referred to collectively in this application form as the *super lending documents*. You should read the *super lending documents* and the PDS before you complete this application form.

This application form also provides for the appointment by you of Bell Potter Securities Limited as your attorney to execute an application form for a Bell Potter Cash Account on the terms set out in the current prospectus for the Bell Potter Cash Account provided to you with this application form. You should read that prospectus before you complete this application form.

In this application form, italicised terms have the same meaning as in the *loan facility agreement*.

### A. BORROWER DETAILS

#### 1. INDIVIDUAL BORROWER(S) (Complete full name details in black pen and CAPITAL LETTERS)

##### BORROWER 1

Title	Given Name(s)		
Surname			Date of Birth (dd/mm/yyyy) / /
Residential Address			
Postal Address (if different from above)			
Business Phone ( )	Mobile Phone ( )		
Home Phone ( )	Email Address		

##### BORROWER 2

Title	Given Name(s)		
Surname			Date of Birth (dd/mm/yyyy) / /
Residential Address			
Postal Address (if different from above)			
Business Phone ( )	Mobile Phone ( )		
Home Phone ( )	Email Address		

##### BORROWER 3

Title	Given Name(s)		
Surname			Date of Birth (dd/mm/yyyy) / /
Residential Address			
Postal Address (if different from above)			
Business Phone ( )	Mobile Phone ( )		
Home Phone ( )	Email Address		

**2. COMPANY OR CORPORATE TRUSTEE BORROWER** (Complete full name details in black pen and CAPITAL LETTERS)

Section 5 below Authorised representatives must be completed for all Corporate Borrowers.

Company or Corporate Trustee Name	
ACN	Contact Name
Residential Office Address	
Postal Address (if different from above)	
Phone ( )	Fax ( )
Email Address	Mobile Phone

**3. ACCOUNT DESIGNATION**

<	A/C>
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**4. TAX FILE NUMBER OR ABN DETAILS**

By law you are not required to provide your Tax File Number (TFN). However, if you are an Australian resident and you do not provide your TFN or (if appropriate) your ABN or claim appropriate exemption from the need to provide your TFN, withholding tax may be deducted (see Section 13).

Trust Name	Trust TFN/ABN
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**5. AUTHORISED REPRESENTATIVES**

The person whose signature appears below is authorised to give instructions in relation to this **facility**.

Name of Authorised Representative	Signature of Authorised Representative
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**6. NOMINATED BANK ACCOUNT** (Optional)

By providing a nominated Bank Account, you are able to arrange transfers from the *Facility Cash Account* to this account by either phone, email or fax.

Account Name	
Bank Name	Bank Branch
BSB Number	Bank Account Number

## B. IMPORTANT INFORMATION

### 7. POWER OF ATTORNEY (Super lending documents)

By signing this application form, each person named as a *borrower* (referred to in this power of attorney as the *applicant*) appoints Bell Potter Capital Limited ACN 085 797 735, and any person so authorised by Bell Potter Capital Limited (whether before or after the date of this application form), separately as its attorney (each referred to in this power of attorney as an *attorney*) to do on the *applicant's* behalf, in the name of the *applicant* or the *attorney*, anything which the attorney considers should be done to:

- a) execute and deliver on behalf of the *applicant* any document reflecting the *loan facility agreement* at any time (including any document that amends, supplements, novates or replaces any document executed by or on behalf of the *applicant*);
- b) give instructions to the *security trustee* or any other person in relation to any property subject to a security given in favour of the *lender* under or in connection with any *super lending document*;
- c) stamp and register this power of attorney if necessary and any document executed by an attorney that is required to be stamped and registered;
- d) sell any property that is subject to a security given in favour of the *lender* under or in connection with any *super lending document* (whether or not the *borrower* is in default);
- e) execute and deliver any document or do anything at the absolute discretion of an *attorney* in any way relating to the *applicant's* involvement in any transaction contemplated by the *super lending documents*; and
- f) appoint one or more substitute attorneys or subattorneys to exercise one or more of the powers given to an attorney and to revoke any of those appointments and, in this power of *attorney*, a reference to an attorney includes a substitute *attorney* or subattorney.

This power of attorney is irrevocable and is given as security for the *amount owing*. An attorney may do anything contemplated by this power of *attorney* even if this constitutes an actual or potential conflict of interest or duty.

The *applicant* declares that everything done by an *attorney* in exercising powers under this power of attorney is as valid as if it had been done by the *applicant* and agrees to ratify and confirm whatever an *attorney* may do in exercising powers under this power of attorney.

The *applicant* indemnifies each *attorney* against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this power of attorney.

This power of attorney is governed by the law in force in Victoria and takes effect immediately as a deed.

### 8. POWER OF ATTORNEY (Bell Potter Cash Account Application)

By signing this application form, each person named as a *borrower* (referred to in this power of attorney as the *applicant*) appoints Bell Potter Securities Limited ACN 006 390 772, and any person so authorised by Bell Potter Securities Limited (whether before or after the date of this application form), separately as its attorney (each referred to in this power of the attorney as an attorney) to do on the *applicant's* behalf, in the name of the *applicant* or the *attorney*, anything which the attorney considers should be done to:

- a) complete (using the information about the *applicant* contained in this application form), execute and deliver on behalf of the *applicant* any application form for a Bell Potter Cash Account on terms set out in the current prospectus;
- b) appoint one or more substitute attorneys or subattorneys to exercise one or more of the powers given to an attorney and to revoke any of those appointments and, in this power of attorney, a reference to an attorney includes a substitute attorney or subattorney.

An attorney may do anything contemplated by his power of attorney even if this constitutes an actual or potential conflict of interest or duty.

The *applicant* declares that everything done by an attorney in exercising powers under this power of attorney is as valid as if it had been done by the *applicant* and agrees to ratify and confirm whatever an attorney may do in exercising powers under this power of attorney.

The *applicant* indemnifies each attorney against liability, loss, costs, charges or expenses arising from the exercise in good faith of powers granted under this power of attorney.

This power of attorney is governed by the law in force in Victoria and takes effect immediately as a deed.

### 9. RISK DISCLOSURE

By signing this application form, each person named as a *borrower* acknowledges that:

- a) Each *loan* within the *facility* is separately secured by a *loan asset*, which will generally consist of a holding of a *marketable security* together with any new rights. The price of one or more marketable securities held within the *facility* may fluctuate greatly. A decrease in value of a particular *marketable security* may result in the *borrower* being in *margin call* in respect of one or more *loans* within the *facility*. Each *loan* is considered separately and so a *margin call* will still be required even if other *loans* within the *facility* are in surplus.

A decrease in the value of a *marketable security* may be significant and very sudden, and it is the *borrower's* responsibility to monitor the super lending *facility* and the value of the portfolio at all times. If the *borrower* is in *margin call*, the *lender* will send the *borrower* a *margin call notice*. It is the *borrower's* responsibility to ensure that the *lender* is able to contact the *borrower*, or its authorised representative, at all times.

## 9. RISK DISCLOSURE (CONTINUED...)

If the *borrower* receives a *margin call notice*, the *borrower* must take action to ensure that it ceases to be in *margin call*, which may include: (i) directing the *security trustee* to sell part of the portfolio and use the proceeds to repay part of the *amount owing*; or (ii) repaying the *amount owing* from other sources.

- b) The *lender* retains the discretion to change the *loan asset lending value* at any time. A change in the *loan asset lending value* may result in the *borrower* being in *margin call*, in which case the *borrower* may receive a *margin call notice*.
- c) Should the *borrower* fail to take appropriate action in response to a *margin call notice* or is otherwise *in default*, the *lender* may require repayment of the *amount owing* and take enforcement action, including enforcing its rights in respect of the *borrower's* secured property under the *loan security*, consistent with the terms of the *super lending documents*. The *lender* may also require repayment of the *amount owing* at any time and for any reason. (However, the *lender's* recourse is limited in the way described in section 13.3 of the *loan facility agreement*.)
- d) Under the *super lending documents*, the *lender* may nominate the interest rate and the fees that apply to the *borrower's facility*. If the *borrower* does not want to continue to pay the interest rate or fees nominated by the *lender*, it should repay the *amount owing* and ask the *lender* to cancel the *facility*.
- e) Each person named as a *borrower* should seek or has obtained independent legal and financial advice (including tax advice), relating to all aspects of the *facility*.
- f) The *lender* has not specifically assessed the suitability of the *facility* for the *borrower* and is not providing investment advice, financial product advice or tax advice by making the *facility* available to the *borrower*.
- g) If the *borrower* is a trustee of a regulated superannuation fund, by signing this application form, it warrants to the *lender* under the *super lending documents* that: (i) the entry into of each *super lending document* to which it is a party; (ii) any *loan* requested by it; and (iii) the purchase of the marketable securities within the *facility* all comply with the Superannuation Industry (Supervision) Act 1993 (Cth) or any other applicable law and are permitted under any investment guidelines applicable to the *borrower*.
- h) The *borrower* may be liable for fees or charges payable to the *security trustee* in accordance with the provisions of the *security trust deed*, including stamp duty payable on any *security interest*.
- i) This statement does not disclose all risks involved in borrowing against marketable securities or in relation to the *facility*.

## 10. COMMISSIONS

By signing this application form, each person named as a *borrower* acknowledges that:

- a) The *lender* may at its discretion share any transaction charge or fee (including but not limited to brokerage or interest) with, or pay a commission, introduction or other fee to any other person in connection with the *facility*.
- b) The *lender* may at its discretion receive a commission, introduction or other fee or benefit from any person in connection with the *facility*.
- c) The *lender* is not obliged to disclose the details of any payment described above to the *borrower*.

## 11. PRIVACY AND DISCLOSURE

By signing this application form, each person named as a *borrower* acknowledges that information about it which is collected by the *lender* is collected for the following purposes (as relevant):

- a) to assess the *borrower's* application for a *facility*, including the *borrower's* creditworthiness;
- b) to administer the *facility* and to provide related services including settlement, sponsorship, nominee and *security trustee* services (as required); and
- c) to ensure compliance with the *super lending documents* and with all applicable legal or regulatory requirements.

By signing this application form, each person named as a *borrower* authorises the *lender* and the *security trustee* from time to time to use and disclose the information for the above purposes and consents to the *lender* and the *security trustee* from time to time:

- a) using or disclosing the information as required by the ASX Settlement Rules, the ASX Market Rules, the ASX Clear Rules (or any Guidance Notes issued under any of those Rules), the *Corporations Act* or any other applicable law;
- b) using the information internally to determine future strategies and to develop services and to market those services;
- c) disclosing the information to related bodies corporate to use internally to determine future strategies and to develop services and to market those services;
- d) disclosing the tax file number of the *borrower* (if supplied) to companies in which investments are made on behalf of the *borrower*, and to the Australian Taxation Office if the *lender* or the *security trustee*, or a related body corporate of the *lender* or the *security trustee*, is required to supply such information to it;
- e) disclosing the information to any regulatory authority empowered to obtain such information; and
- f) disclosing the information to any person in connection with the *lender's* financing arrangements.

If at any time the *borrower* does not wish information held about it to be used for marketing purposes, it may send a written direction to that effect to the *lender*.

## 12. CREDIT REPORTING CONSENT AND ACKNOWLEDGEMENT

By signing this application form, each person named as a *borrower* consents to the *lender* obtaining credit information in order to assess an application for a *facility*. The *borrower* consents to the *lender*:

- a) obtaining a credit report from a credit reporting agency in relation to personal credit provided by a bank or other financial institution (and providing information about it to a credit reporting agency for this purpose);
- b) obtaining a report in relation to the *borrower's* commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by a bank;
- c) obtaining a report from a credit reporting agency and other information in relation to the *borrower's* commercial credit activities; and
- d) giving or obtaining information about the *borrower's* arrangements to other credit providers where that information is obtained from a credit report.

The *borrower* acknowledges that this information may include personal information about the creditworthiness, credit standing, credit history or credit capacity of the *borrower*.

## 13. EXPLANATION ABOUT DISCLOSURES OF TAX FILE NUMBERS

Each person named as a *borrower* or who provides its Tax File Number ("TFN") to BPC Custody Pty Limited (in its capacity as *security trustee*) in section 4 does so on the understanding that collection of TFNs is authorised and their use and disclosure are strictly regulated by tax laws and the *Privacy Act 1988* (Cth). Quotation is not compulsory, but each person named as a *borrower* acknowledges that if it does not provide its TFN or Australian business number ("ABN"), if relevant, or does not claim an appropriate exemption from providing its TFN, the *security trustee* may be required to take tax out of dividends, or other income paid to the *borrower*, at the top personal marginal rate plus the Medicare levy.

The *borrower* may be entitled to quote an ABN instead of a TFN where its investments under the *facility* are made in the course or furtherance of an enterprise that it carries on. The *borrower* should seek professional advice in relation to its entitlement to quote an ABN instead of a TFN.

For more information about the use of tax file numbers, please phone your nearest Tax Office.

## 14. TAPED TELEPHONE CONVERSATIONS

By signing this application form, each person named as a *borrower* agrees that the *lender*, the *security trustee* or any of their related bodies corporate may record any telephone conversation. By signing this application form, the *borrower* expressly consents to the use of any recording (or transcript of any recording) in any proceedings relating to the *super lending documents*. The *borrower* must make sure that the *authorised representatives* are aware that the *lender*, the *security trustee* or any of their related bodies corporate may record telephone conversations, and that they agree to the recording.

## 15. EXPLANATION OF THE SECURITY TRUST AND LOAN SECURITY DEED

The *security trustee* will hold the *marketable securities* and other property comprising the *secured property* on trust for the *borrower*.

By signing this application form, the *borrower* acknowledges that it is bound by the terms of the *security trust deed*.

Copies of the *security trust deed* and the *loan security deed* are available on the *Bell Potter website*. We have set out below a brief explanation of the security trust arrangements but we recommend that each person named as a *borrower* read the *security trust deed* and the *loan security deed*.

Under the *security trust deed*, the *security trustee* will hold the *marketable securities* and other property comprising the *secured property* on trust for the *borrower*. The *security trustee* is given a range of powers and discretions in relation to the holding of the *secured property*, including to buy and sell property on the *borrower's* behalf.

The *security trustee* has granted the *security interest* in favour of the *lender* over all property that the *security trustee* holds under the *security trust deed*. Your *portfolio* will be subject to the *security interest* as security for your *amount owing*.

## 16. FACILITY CASH ACCOUNT

By signing this application form, each person named as a *borrower*:

- a) acknowledges that it has received a copy of the current prospectus for a Bell Potter Cash Account;
- b) acknowledges that it has received a Financial Service Guide from Bell Potter Securities Limited relating to the Bell Potter Cash Account;
- c) gives the acknowledgements that are set out in the application form contained in the current prospectus for the Bell Potter Cash Account;
- d) agrees, if an application for a Bell Potter Cash Account is signed by it or on its behalf and subsequently accepted, to be bound by the terms and conditions set out in the current prospectus for a Bell Potter Cash Account and the trust deed referred to in that prospectus, as each may be amended, modified or replaced from time to time and acknowledges that those terms and conditions will apply to all additional monies deposited to its Bell Potter Cash Account.

**17. EXECUTION BY THE BORROWER(S)**

By signing this application form, each person named below:

- a) acknowledges that it has read and understood the *loan facility agreement* and the summary of each other *super lending document*;
- b) applies for a *facility* and agrees, if the application is successful, to be bound by the terms of the *super lending documents* that apply from time to time and acknowledges that the terms of the *super lending documents* that apply at any time will be available on the *Bell Potter website* or on request from the *lender*;
- c) grants the powers of attorney set out in section 7 and 8 of this application form;
- d) acknowledges the risks described in section 9 of this application form;
- e) acknowledges the disclosures about the payment of commissions set out in section 10 of this application form;
- f) gives the acknowledgements set out in section 16 of this application form in relation to the *facility cash account* to be opened by the *security trustee*;
- g) acknowledges the disclosures about use of personal information set out in section 11 of this application form and the disclosures about the collection of credit reporting information set out in section 12 of this application form;
- h) consents to the use of personal information described in section 11 of this application form and the use of credit reporting information set out in section 12 of this application form;
- i) consents to the recording of telephone conversations and the use of recorded data described in section 14 of this application form;
- j) acknowledges that it understands the explanation of the security trust and loan security arrangements set out in section 15 of this application form.

**\* EACH INDIVIDUAL BORROWER MUST HAVE HIS OR HER SIGNATURE WITNESSED BY A PERSON WHO IS NOT A PARTY TO ANY SUPER LENDING DOCUMENT.**

**EXECUTION BY INDIVIDUAL BORROWER(S):**

Executed as a deed dated  /  /

Signed, sealed and delivered by:  
**BORROWER 1**

Name of <i>Borrower</i>	Signature
Name of Witness	Signature

Signed, sealed and delivered by:  
**BORROWER 2**

Name of <i>Borrower</i>	Signature
Name of Witness	Signature

Signed, sealed and delivered by:  
**BORROWER 3**

Name of <i>Borrower</i>	Signature
Name of Witness	Signature

**EXECUTION BY CORPORATE BORROWER(S):**

Executed as a deed dated  /  /

(If signing as sole Director/sole Secretary tick here)

Name of Company	
Name of Director	Signature
Name of Director/Secretary	Signature

