

Capitalised terms in this Application Form have the meaning given in Part 1 (Definitions and Interpretation) of the terms and conditions in the Leveraged Equities Margin Loan Product Guide dated 1 November 2009 (**Product Guide**) and in Part 1 (Definitions and Interpretation) of the terms and conditions in the Leveraged Equities Exchange Options Plus Product Guide dated 1 November 2009. “You” and “your” means the Borrower or the Guarantor as the case may be.

- Please complete this form using BLACK INK and print within the boxes in CAPITAL LETTERS.
- Do not use correction fluid. If you make an error, cross it out and have all parties initial the change.

Leveraged Equities Exchange Options Plus

1. MARGIN LOAN FACILITY DETAILS

Tick this box if you are applying for Exchange Options Plus and a Margin Loan Facility with the Lender at the same time.

Tick this box if you applying for an Exchange Options Plus Facility on an existing Margin Loan Facility with the Lender.

Existing Facility Name:

Existing Facility Number:

2. NOMINATED BROKER

Nominated Broker Name

3. EXECUTION

3.1 Acknowledgments

By signing the Exchange Options Plus Application Form and the Schedule 2 Form of Acknowledgement, you, being a Borrower and a Guarantor (if any):

- acknowledge that all information in this Exchange Options Plus Application Form is correct and not misleading in any way;
- acknowledge that you have been given and have read the Exchange Options Plus Product Guide, including the description of risks contained in the Exchange Options Plus Product Guide;
- request the Lender to make available to you an Exchange Options Plus Facility;
- agree that the Exchange Options Plus Facility constitutes an Arrangement for which each Guarantor is liable under the Guarantee, and each Guarantor consents to the Borrower entering into the Exchange Options Plus Agreement;
- agree to be bound by the terms and conditions of the Exchange Options Plus Agreement;
- acknowledge that you have obtained a copy of the Master Deed of Priority by downloading it from the online service or by telephoning the Lender;
- direct each attorney under the Power of Attorney which you have given to the Lender to sell or otherwise deal with Securities and other property pursuant to the Exchange Options Plus Agreement on your behalf;
- if you are a Guarantor, you acknowledge that you are signing both as applicant for the Exchange Options Plus Facility and as Guarantor for the Borrower’s obligations under the Exchange Options Plus Facility.

3.2 Borrower(s)

Individual or Trust Borrower(s)

Borrower 1

Print full name

Signature

Date / /

Borrower 2

Print full name

Signature

Date / /

Company Borrower(s)

This Exchange Options Plus Application Form must be executed by the Company pursuant to its constitution.

Sole Director/Director 1

Print full name

Office held (e.g. Director)

Signature

Date / /

Director 2/Secretary

Print full name

Office held (e.g. Director/ Secretary)

Signature

Date / /

Company seal (if required under company constitution)

3.3 Guarantor(s)

Individuals, Company Directors and Trust Guarantor(s)

Guarantor 1

Print full name

Signature

Date / /

Guarantor 2

Print full name

Signature

Date / /

Company Guarantor(s)

This Exchange Options Plus Application Form must be executed by the Company pursuant to its constitution.

Sole Director/Director 1

Print full name

Office held (e.g. Director)

Signature

Date / /

Director 2/Secretary

Print full name

Office held (e.g. Director/ Secretary)

Signature

Date / /

Company seal (if required under company constitution)

Schedule 2 Form of Acknowledgment from Client

FORM OF ACKNOWLEDGEMENT FROM CLIENT – CLAUSE 12(C)

Return to:

Australian Clearing House Pty Ltd
Level 6, 20 Bridge Street
Sydney NSW 2000

And to:

Name of Broker/ACH Clearing Participant:

And to:

The Lender
Level 3, 24 York Street
Sydney NSW 2000

Name of Broker/ACH Clearing Participant:

Dear Sir/Madam,

Client Acknowledgement of the Master Deed of Priority

I refer to the Master Deed of Priority dated 27 December 2000 (the “Deed”) between the Australian Clearing House Pty Ltd (ABN 48 001 314 503) (the ACH) and the Lender. Terms defined in the Deed have the same meaning in this letter. I am a client of the Lender and have instructed my Broker/ACH Clearing Participant [as above] to register Option Contracts with the ACH.

I acknowledge, consent to and confirm the following:

1. I have obtained a copy of the Deed by downloading it from the online service or by telephoning the Lender on 1300 307 807.
2. I indemnify the ACH for any costs, liabilities or loss incurred by it, or its agents or employees in connection with the:
 - (a) execution and stamping of the Deed; and
 - (b) costs, charges and expenses incurred by the ACH in connection with any exercise or non exercise of rights under or any, variation, waiver or discharge in relation to the Deed.
3. I agree to be bound by the Deed and acknowledge and confirm the order of priorities between the ACH Securities and the Lender set out in the Deed.
4. I will co-operate in the implementation and assist in giving effect to the Deed and will not do anything inconsistent with the terms of the Deed.

(Please ensure all borrowers and guarantors sign below).

Date

Date / /

Individual/Joint or Trust Borrower(s)

Borrower 1

Print full name

Signature

Trust Name (if applicable)

Borrower 2

Print full name

Signature

Company Borrowers Only

Company Name

Trust Name (if applicable)

ABN

Sole Director/Director 1

Print full name

Signature

Office held (e.g. Director)

Director 2/Secretary

Print full name

Signature

Office held (e.g. Director/ Secretary)

Note – if a person is signing as Sole Director then tick the applicable box below:

Sole Director and Sole Secretary; or

Sole Director and there is no Company Secretary pursuant to Section 204A(1) of the Corporations Act, and the constitution of the company does not require it to have a Company Secretary.

Company seal (if required under company constitution)

Individual / Joint or Trust Guarantors Only

Guarantor 1

Print full name

Signature

Trust Name (if applicable)

Guarantor 2

Print full name

Signature

Company Guarantor (only complete this section if your guarantee is in a company name)

Company Name

Trust Name (if applicable)

ABN

Sole Director/Director 1

Print full name

Signature

Office held (e.g. Director)

Director 2/Secretary

Print full name

Signature

Office held (e.g. Director/ Secretary)

Note – if a person is signing as Sole Director then tick the applicable box below:

- Sole Director and Sole Secretary; or
- Sole Director and there is no Company Secretary pursuant to Section 204A(1) of the Corporations Act, and the constitution of the company does not require it to have a Company Secretary.

Company seal (if required under company constitution)