

MACQUARIE INVESTMENT LENDING
MACQUARIE 100% INVESTMENT LOAN

CREDIT SUISSE PERFORMANCE PLUS SERIES



MACQUARIE

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Macquarie Investment Lending

This brochure is dated 12 November 2009

Macquarie Bank Limited

ABN 46 008 583 542

The Macquarie 100% Investment Loan and the Interest Prepayment Loan are offered by Macquarie Bank Limited ABN 46 008 583 542. Full terms and conditions are set out in the relevant loan contracts. Fees, charges and government taxes apply. The taxation consequences depend on the individual circumstances of the Borrower. Applicants are advised to seek professional legal, financial and taxation advice on the implications of borrowing through a Macquarie 100% Investment Loan and an Interest Prepayment Loan to their own particular circumstances. This document is not intended as a substitute for financial or other professional advice. It has not necessarily been prepared with reference to the investment needs of any particular investor and should not be relied on as such.

Macquarie 100% Investment Loan

The Macquarie 100% Investment Loan is a loan which you can use to fund 100% of your investment in Unit Classes A, B or C in the Credit Suisse Performance Plus Series ARSN 130 458 178 (“**Performance Plus Series**”).

Please note that the Macquarie 100% Investment Loan is subject to credit assessment requirements.

Macquarie Bank Limited ABN 46 008 583 542 (“**Macquarie**”) may lend you up to 100% of your initial investment amount so you don’t have to contribute any capital upfront.

The Macquarie 100% Investment Loan is repayable at maturity (or before if Macquarie terminates the loan facility or you are in default).

Macquarie makes no recommendation or representation about any investment in any units in the Performance Plus Series. You should read the Performance Plus Series Product Disclosure Statement before you apply for a Macquarie 100% Investment Loan. You should also obtain professional legal, taxation and investment advice in relation to any investment in an investment product.

You can choose either a variable interest rate or a fixed interest rate Macquarie 100% Investment Loan.

You may pay interest on your Macquarie 100% Investment Loan by direct debit, either monthly in arrears or annually in advance.

If you choose a variable interest rate, you can make loan repayments at any time you wish.

You will receive regular, informative reports either online or by mail, including an update of your loan position, a portfolio summary and an itemised record of transactions.

Interest Prepayment Loan

If you choose to pay interest on your Macquarie 100% Investment Loan annually in advance, an “Interest Prepayment Loan” may be available each June (at the discretion of Macquarie) to fund the interest payment.

Loan security

The primary security for a Macquarie 100% Investment Loan and Interest Prepayment Loan is your units in the Performance Plus Series. You should note, however, that Macquarie may require additional security.

You should also note that any Interest Prepayment Loan, Shortfall Repayment Loan or any other Macquarie 100% Investment Loan that you may have with Macquarie is also secured by your units in the Performance Plus Series and that any event of default on those loans may trigger an event of default on your Macquarie 100% Investment Loan.

Full Recourse

Both the Macquarie 100% Investment Loan and the Interest Prepayment Loan are full recourse loans and are secured by your units in the Performance Plus Series. You will need to use your own funds to cover any shortfall if the value of your units in the Performance Plus Series on redemption (whether at maturity or before maturity of the investment product or units) is not sufficient to repay the loans to Macquarie.

You should be aware that if certain events occur you may be required to repay your Macquarie 100% Investment Loan early. These include, but are not limited to, insolvency of the provider of any capital protection or any similar protection or feature in connection with your units in the Performance Plus Series, the insolvency of the issuer of your units in the Performance Plus Series, any prolonged illiquidity in connection with your units in the Performance Plus Series or any securities or investments underlying your units in the Performance Plus Series or the early termination of your units in the Performance Plus Series or any securities or investments underlying your units in the Performance Plus Series or the early termination or maturity of the Performance Plus Series or any dysfunction in world financial markets inhibiting the ability of Macquarie to continue to fund the loan and provide the loan facility to you.

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You should also be aware that Macquarie may cancel the loan facility at any time if, in Macquarie's opinion, there has been a material adverse change affecting your ability to meet your obligations or our ability to exercise our rights under the Macquarie 100% Investment Loan or the Interest Prepayment Loan. Upon any such cancellation, you must immediately repay all monies owing under the Macquarie 100% Investment Loan and the Interest Prepayment Loan (if any) (including any accrued interest) to Macquarie.

Please read the 'Early Unwind of your Macquarie 100% Investment Loan' part of the 'Risks' section on page 9, the terms and conditions of the Macquarie 100% Investment Loan (including Clauses 4.4 and 10 of the Loan and Security Deed), the Product Disclosure Statement for your underlying investment and seek your own legal, financial and taxation advice.

Where you execute the Macquarie 100% Investment Loan in your capacity as a director of a corporate borrower and the corporate borrower is unable to meet or satisfy its loan obligations under the terms of the Macquarie 100% Investment Loan - Loan and Security Deed or the Interest Prepayment Loan - Loan and Security Deed, then the director will be liable in his/her personal capacity as guarantor for the full amount outstanding under the Macquarie 100% Investment Loan - Loan and Security Deed as well

as under any other Macquarie 100% Investment Loan - Loan and Security Deed, Interest Prepayment Loan - Loan Deed and Shortfall Repayment Loan - Loan Deed that the corporate borrower has entered into with Macquarie. Please refer to Clause 14 of the Loan and Security Deed.

Loan term

The term of your Macquarie 100% Investment Loan will depend on the capital protection date of your Unit Class. As such, the term of your loan will be approximately 5 years for an investment in Unit Class A and/or B; and approximately 7 years for an investment in Unit Class C.

Minimum loan

The minimum loan you may apply for is \$20,000 - please see the "How to apply" section on page 15.

Financial Advice

Getting professional taxation and investment advice is important. We recommend you obtain professional financial, legal and taxation advice before applying for a Macquarie 100% Investment Loan and making any financial investment decision.

¹ Investor must be approved by Macquarie.

The benefits of gearing

Gearing means borrowing money and using that money to invest into the share market or managed funds or other investments.

By using borrowed funds to invest in units in the Performance Plus Series, you are able to increase your investment exposure, and as such, you may be able to increase the size of any returns. However, while gearing can magnify gains, gearing can also magnify losses.

The Macquarie 100% Investment Loan also enables you¹ to invest in the Performance Plus Series with a low initial capital outlay. You will have access to competitive interest rates and flexible loan options offered by Macquarie.

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Tax consequences of gearing

You may be entitled to claim all or part of your interest payments as a tax deduction to the extent you have used the loan funds for the purpose of producing assessable income. Any such deduction may be applied against your investment earnings and other taxable income earned during the year.

If you are an individual or a small business entity for tax purposes, and you prepay your interest annually in advance prior to 30 June (for the next financial year), you may be entitled to claim any such deduction in the income year the payment is made. If you do not qualify for prepayment deductions, the deductible proportion of your interest costs may be claimed as a deduction throughout the relevant interest period.

You should note that you may be denied a deduction for all or part of your interest expenses. This may give rise to capital gains tax consequences. Your ability to claim your interest as a tax deduction will depend on a number of factors including the specifics of the investment(s) you purchase with the loan funds as well as your own personal taxation circumstances. For this reason, Macquarie strongly recommends that you obtain independent taxation advice before using the Macquarie 100% Investment Loan to finance your investments.

Macquarie makes no representation regarding any taxation benefits for you in relation to the Macquarie 100% Investment Loan or any investment made with the loan funds in the Performance Plus Series. You should obtain professional financial, legal and taxation advice before applying for a Macquarie 100% Investment Loan and making any financial investment decision.

Interest payment options

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There are several interest payment options you may choose for your Macquarie 100% Investment Loan – please see below. Please note that for all of the options listed below, interest payments for your Macquarie 100% Investment Loan will be direct debited from your nominated bank account.

Interest payment option	Description of interest payment option
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1	Variable Pay interest monthly in arrears at an interest rate which may be varied.
2	Fixed to June 2011* Pay interest monthly in arrears until June 2010 and then annually in advance until June 2011.
3	Fixed for the term of the loan* Pay interest monthly in arrears until June 2010 and then annually in advance for the term of the loan.
4	Fixed in arrears for the term of the loan Pay interest monthly in arrears for the term of the loan.

■ If you select **interest payment option 1 or 2**, Macquarie will contact you before June (each year) to invite you to fix and prepay the interest on your Macquarie 100% Investment Loan for the next 12 months. Alternatively, you may choose to convert to the current variable interest rate and pay your interest monthly in arrears.

■ If you select **interest payment option 3**, Macquarie will contact you before June (each year) to notify you of your prepayment for the coming calendar year.

To view the indicative interest rates for a Macquarie 100% Investment Loan for an investment in the Performance Plus Series, please visit www.macquarie.com.au/investmentloan

* An Interest Prepayment Loan is available with this option. The Interest Prepayment Loan has a term equal to the relevant interest prepayment period on your Macquarie 100% Investment Loan (up to 12 months) and is repayable monthly in arrears via principal and interest repayments.

Interest Prepayment Loan

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If you choose to pay your interest on your Macquarie 100% Investment Loan annually in advance, you may also apply for an Interest Prepayment Loan (“IPL”). An IPL is a loan to fund your interest payments on your Macquarie 100% Investment Loan. You can apply for a Macquarie 100% Investment Loan without applying for an IPL, but you must apply for a Macquarie 100% Investment Loan if you wish to apply for an IPL.

The term of the IPL will be the same as the relevant interest prepayment period on your Macquarie 100% Investment Loan (up to a maximum of 12 months, i.e. the period for which you are prepaying) and is repayable monthly in arrears via principal and interest repayments.

Who can apply for an IPL?

Macquarie 100% Investment Loan applicants who elect to fix their interest rate and prepay their interest annually in advance may be eligible to apply for an IPL. If you are eligible to apply for an IPL, Macquarie will contact you before June each year and invite you to apply for an IPL.

If you select interest payment option 1 or 2 (as detailed on page 4), Macquarie will contact you before June (each year) to invite you to fix the interest rate on your Macquarie 100% Investment Loan and apply for an IPL.

In order to be eligible to apply for an IPL **you must apply for a** minimum Macquarie 100% Investment Loan of \$20,000 and you cannot apply for a Macquarie 100% Investment Loan of greater than \$1,000,000.

Macquarie reserves the right to seek additional information regarding details of your income and to contact your employer to confirm your employment and income details

IPL and interest rate options

Your IPL is repayable monthly in arrears via principal and interest repayments. At the end of each month, your nominated bank account will be direct debited for the combined interest and principal repayment. Please ensure that you have sufficient funds in your nominated bank account.

- Principal repayments are calculated on a pro rata basis over the term of your IPL.
 - This means that your first and last principal repayment may be less than the standard monthly repayment.
 - At the end of each month, the required principal repayment will reduce the outstanding balance of your IPL such that, by maturity, the balance will reduce to zero.
- You can choose a fixed in arrears or variable in arrears interest rate on your IPL.
 - Interest is calculated daily on the outstanding balance of your IPL and charged monthly.
 - As the outstanding balance of your IPL will reduce over the term of the loan, your monthly interest charges (and the monthly direct debit to your nominated bank account) should also reduce.

Current interest rates are available at www.macquarie.com.au/investmentloan

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IPL Loan Term

- Your IPL commences on the start date and matures on the end date of your Macquarie 100% Investment Loan interest prepayment period (up to 12 months).
 - The term of your IPL is limited to 12 months.
 - The IPL must be fully repaid by its maturity, which will be at the end of your then current fixed prepaid period.
 - You may repay your IPL in part or in full prior to the maturity date (i.e. in addition to the scheduled monthly repayments). Please see the section titled “Early repayment of the IPL or closing of your Macquarie 100% Investment Loan” for further details in relation to the potential consequences of an early repayment.
- The IPL cannot be rolled over or extended.
- At the end of your then current fixed prepaid period, you may choose to fix and prepay your interest for another period. In this circumstance, and only where you have repaid the original IPL, you may also apply for another IPL.

Early repayment of the IPL or closing of your Macquarie 100% Investment Loan

- If you decide to repay your Macquarie 100% Investment Loan before the end of the interest prepayment period or before maturity, you will also need to repay your IPL at the same time.
- Repaying your Macquarie 100% Investment Loan and your IPL early will incur break costs and other costs. Please contact the Macquarie Account Management Team to obtain an unwind quote.
- Break costs may include, but are not limited to, a fee equal to one month's interest, any costs involved with unwinding any fixed interest arrangement and any outstanding interest.

(These costs are applicable to both full and partial early repayment of the IPL. Other costs may apply to the Macquarie 100% Investment Loan).

Options at the end of your loan term

Your loan term will be determined once you select your investments. That is, the term of your Macquarie 100% Investment Loan will depend on the capital protection date of your units in the Performance Plus Series.

At the end of your loan term, you will be required to repay the amount outstanding on your Macquarie 100% Investment Loan and any outstanding interest to Macquarie.

Exiting your investment before maturity

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It may be possible to partially or fully redeem (or 'unwind') your investment(s) in the Performance Plus Series and repay some or all of your Macquarie 100% Investment Loan early.

If you are considering exiting your investment before maturity, you must first contact the Macquarie Account Management Team to obtain an indicative unwind quote.

This unwind quote will notify you of any additional costs such as:

- duties and government charges;
- any outstanding interest due;
- share brokerage (if applicable);
- unwinding hedging positions relating to your loan (including fixed rate break costs); and
- any shortfall on redemption of your investment.

Payment of these amounts must be made before proceeds of the redemption will be paid to you.

Please read the 'Early unwind of your Macquarie 100% Investment Loan' part of the 'Risks' section on page 9, the Product Disclosure Statement for your investment in units in the Performance Plus Series and seek your own financial and taxation advice before making a decision to exit your underlying investment and the Macquarie 100% Investment Loan prior to maturity.

You should be aware that if certain events occur you may be required to repay your Macquarie 100% Investment Loan early. These include, but are not limited to:

- the insolvency of the provider of any capital protection or any similar protection or feature in connection with the units in the Performance Plus Series;
- the insolvency of the issuer of the units in the Performance Plus Series;
- any prolonged illiquidity in connection with the units in the Performance Plus Series or any securities or investments underlying the units in the Performance Plus Series;
- the early termination of the units in the Performance Plus Series or any securities or investments underlying the units in the Performance Plus Series;
- the early termination or maturity of the Performance Plus Series; or
- any dysfunction in world financial markets inhibiting the ability of Macquarie to continue to fund the loan and provide the loan facility to you.

You should also be aware that Macquarie may cancel the loan facility at any time if, in Macquarie's opinion, there has been a material adverse change affecting your ability to meet your obligations or our ability to exercise our rights under the Macquarie 100% Investment Loan or the Interest Prepayment Loan. Upon any such cancellation, you must immediately repay all monies owing under the Macquarie 100% Investment Loan and the Interest Prepayment Loan (if any including any accrued interest) to Macquarie.

Please read the 'Early unwind of your Macquarie 100% Investment Loan' part of the 'Risks' section on page 9, the terms and conditions of your Loan (including Clauses 4.4 and 10 of the Loan and Security Deed), the Product Disclosure Statement for your underlying investment and seek your own financial and taxation advice.

Risks

The risks outlined below are some of the risks associated with borrowing under the Macquarie 100% Investment Loan and Interest Prepayment Loan. However this outline is not a comprehensive summary of all of the risks or other relevant considerations relating to the Macquarie 100% Investment Loan and Interest Prepayment Loan.

You should discuss the particular significant risks listed below and any other risks that are relevant to your individual circumstances and financial position with your financial adviser prior to applying to borrow under the Macquarie 100% Investment Loan and Interest Prepayment Loan and investing in any underlying investments.

There will be additional risks associated with investing in the Performance Plus Series. Therefore, it is important that you read and understand the Product Disclosure Statement relating to the Performance Plus Series that is provided by the issuer of that investment.

Borrowing to invest

In order for you to break even at maturity, your units in the Performance Plus Series acquired with a Macquarie 100% Investment Loan will need to have produced income and growth in excess of your interest payments and other costs (excluding taxation considerations and the time value of money).

Full recourse borrowing

You should ensure that you understand that you are obliged to make ongoing interest payments and pay the Macquarie 100% Investment Loan repayment at maturity and repay the Interest Prepayment Loan (if applicable), regardless of the performance, level of distributions or the return on any investment in units in the Performance Plus Series. This is because interest payments and the obligation to repay the Macquarie 100% Investment Loan and the Interest Prepayment Loan (if applicable) are full recourse obligations

Where you execute the Macquarie 100% Investment Loan in your capacity as a director of a corporate borrower and the corporate borrower is unable to meet or satisfy its loan obligations under the terms of the Macquarie 100% Investment Loan - Loan and Security Deed or the Interest Prepayment Loan - Loan and

Security Deed, then the director will be liable in his/her personal capacity as guarantor for the full amount outstanding under the Macquarie 100% Investment Loan - Loan and Security Deed as well as under any other Macquarie 100% Investment Loan - Loan Deed, Interest Prepayment Loan - Loan Deed and Shortfall Repayment Loan - Loan Deed that the corporate borrower has entered into with Macquarie. Please refer to Clause 14 of the Loan and Security Deed.

Early unwind or repayment of your Macquarie 100% Investment Loan

Your Macquarie 100% Investment Loan and Interest Prepayment Loan will become immediately repayable if:

- you decide to exit some or all of your investment prior to maturity;
- you fail to meet your obligations under the Macquarie 100% Investment Loans, Interest Prepayment Loan or other Loans secured against the Performance Plus Series;
- you fail to meet certain obligations under your underlying investments;
- the insolvency of the provider of any capital protection or any similar protection or feature in connection with units in the Performance Plus Series or the insolvency of the issuer of the units in the Performance Plus Series;
- the underlying investment product becomes illiquid or subject to an early termination event or the early termination or maturity of the Performance Plus Series (please refer to the Performance Plus Series Product Disclosure Statement for early termination events);
- any dysfunction in world financial markets which inhibit the ability of Macquarie to continue to fund the loan;
- there is an adverse change in law or circumstances affecting Macquarie's rights under the Macquarie 100% Investment Loan or Interest Prepayment Loan; or
- there is an Event of Default for any other reason. Please read and understand Clause 10 "Events of Default" of the Loan and Security Deed.

You should also be aware that Macquarie may cancel the loan facility at any time if, in Macquarie's opinion, there has been a material adverse change affecting your ability to meet your obligations or our ability to exercise our rights under the Macquarie 100% Investment Loan or the Interest Prepayment Loan. Upon any such cancellation, you must immediately repay all monies owing under the Macquarie 100% Investment Loan and the Interest Prepayment Loan (if any, including any accrued interest) to Macquarie.

You should be aware that you may be required to pay additional costs (including break costs) if you repay your Macquarie 100% Investment Loan and/or Interest Prepayment Loan prior to maturity. These additional costs are outlined in the 'Exiting your investment before maturity' section on page 8.

In addition, if you exit your underlying investment prior to maturity, any capital protection or similar protection or feature provided in relation to any investment in units in the Performance Plus Series may not be available and your investment may be worth less than the outstanding balance of your Macquarie 100% Investment Loan and Interest Prepayment Loan. You should refer to the Product Disclosure Statement for the Performance Plus Series for details of potential default risks and the risks associated with redeeming the investment prior to maturity.

Loan and interest repayment risks

You should not expect that dividends, distributions or other income (if any) from an investment in the Performance Plus Series will be sufficient or paid at a time suitable (or at all) to help you to meet your interest or other payment obligations under the Macquarie 100% Investment Loan or Interest Prepayment Loan. There is a risk that the underlying investments will not produce sufficient income nor increase in value sufficiently to cover the total interest or other payment obligations over the term of the Macquarie 100% Investment Loan or Interest Prepayment Loan. It is important that you have set aside independent resources which will enable you to pay interest and other costs under the Macquarie 100% Investment Loan or Interest Prepayment Loan from time to time and that you do not rely on income (if any) from your underlying investment for this purpose.

Event of default risk

There are various 'events' or circumstances under which Macquarie or the holder of the security under Clause 9 of your Loan and Security Deed, the Security Trustee, has the power to declare an 'Event of Default'. These events and circumstances are set out in Clause 10 of your Loan and Security Deed. You should read and understand these events.

Following an event of default, Macquarie or the Security Trustee may enforce its rights under the Loan and Security Deed. This may include any or all of the following:

- declaring your Macquarie 100% Investment Loan (and Interest Prepayment Loan if applicable) immediately due or payable and you will be required to pay any amounts outstanding together with break costs;
- redeeming your units in the Performance Plus Series in which case any capital protection or similar protection or feature will not apply;
- applying the redemption proceeds to any outstanding loan or other obligations (including the net break costs) owed to Macquarie or its related bodies corporate; and
- taking action to recover any shortfall from you (including the recovery of any costs in taking such action).

For details of break costs, please see 'Exiting your investment before maturity' section on page 8.

Reduction in aggregate financing for a particular investment

Macquarie may decide to limit the aggregate value of any investment loans that it provides to borrowers against the underlying investment. In such a case, Macquarie will give priority to applicants based upon the order in which the offer under their applications are accepted and allocate finance at its discretion. The offer from an investor to enter into a Macquarie 100% Investment Loan may be accepted by Macquarie for a smaller investment loan amount than specified in the Application for Finance in which case the loan amount and units in the underlying investment will be adjusted accordingly.

Interest rate risk

If the interest rates rise, your interest repayments may be more than your investment returns.

Tax risk

A change in tax law or Australian Taxation Office interpretation or practice may have an adverse impact on your tax position. Macquarie strongly recommends you seek independent taxation advice.

Risks associated with the underlying investment

Macquarie will indicate which underlying investments are available for acquisition with the Macquarie 100% Investment Loan. You are responsible for choosing the particular unit class of the Performance Plus Series you wish to invest in. As such, the performance of any underlying investments will depend mainly on the investment decision made by you.

The availability of the financing through the Macquarie 100% Investment Loan for units in the Performance Plus Series does not constitute a recommendation to invest and must not be construed as an express or implied endorsement of the Performance Plus Series. Further, neither Macquarie (nor any member of the Macquarie Group) guarantees the performance of any underlying investments acquired using the Macquarie 100% Investment Loan.

Please note that if the underlying investment cannot be redeemed at the maturity of your loan, you will still be liable to repay the Macquarie 100% Investment Loan and Interest Prepayment Loan (if applicable) regardless.

Macquarie makes no representation as to the performance of the investments for which the Macquarie 100% Investment Loan is available for acquisition. **You should refer to the risk disclosure in the relevant Product Disclosure Statement available from the product issuer and seek your own independent legal, financial and taxation advice prior to making a decision to finance your investment using a Macquarie 100% Investment Loan.**

Costs & fees

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Please note that the costs and fees outlined below are currently those for which you will be charged by Macquarie. Macquarie reserves the right to add and/or change any costs and fees as per the Loan and Security Deed attached. All fees are GST inclusive (where applicable).

Loan Establishment Fee

A Loan Establishment Fee will be payable if you elect to pay your financial adviser an up-front loan commission under "Section 4 - Additional Financial Adviser Payments" within the "Application for Finance" form at the end of this brochure. The Loan Establishment Fee will be calculated as a percentage of your loan amount.

Application and account closure fees

There are currently no application or account closure fees, except for corporate borrowers.

Other fees

- Direct debit dishonour fee, \$50.00 each.
- If a company is a party to the facility, a registration of company charge (fixed and floating) will be lodged with ASIC in relation to the property the subject of the mortgage granted to the Security Trustee under the Macquarie 100% Investment Loan. Therefore a \$175.00 Company Charge Service Fee applies (on account closure or if a pre-existing charge needs to be released, a Release Fee of \$65.00 applies. This fee is determined by ASIC and is subject to change) for each of your Macquarie 100% Investment Loans. The \$175.00 fee is automatically deducted from your nominated bank account.
- Normal government statutory charges will be levied, including any stamp duty.
- Reimbursement for any costs incurred by Macquarie as a result of early termination of your loan.
- Extra copies of statements, \$10.00 each.
- A Retrieval of Information Fee, currently \$50.00 plus \$10.00 per page of information provided, payable when the Borrower or Securities Owner or their financial adviser or Secondary Contact requests the Bank to retrieve, collate, sort and/or provide archived or historical information about the facility.

Keeping you informed

You will receive semi-annual loan statements for record keeping purposes. These statements detail your loan balance, a summary of your portfolio and an itemised record of your transactions, including interest.

You will also have access to view your facility details online via our secure client service website "GearUp". GearUp lets you monitor your facility and portfolio information safely via the internet. Your financial adviser will also be authorised to have access to your facility through GearUp, unless you elect otherwise in the Application for Finance.

You will receive more information about this service once your offer to enter into a loan with Macquarie is accepted. You can access GearUp at www.macquarie.com.au/gearup.

Anti-Money Laundering and Counter-Terrorism Financing

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In December 2006 the Australian Government introduced the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (“**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.

If you have a financial adviser, your verification checks can be conducted by your financial adviser who will also complete the relevant identification form issued by Investment and Financial Services Association Limited and the Financial Planning Association of Australia (“**IFSA/FPA Form**”). The relevant forms are available from www.macquarie.com.au/lending/aml.

Your completed IFSA/FPA Form must be provided to Macquarie together with your Application for Finance form. If you do not have a financial adviser, or if your financial adviser does not complete the relevant IFSA/FPA Form, you must provide:

- (a) if you are an individual applicant or individual trustee applicant – an original certified copy of your drivers licence or passport; and
- (b) if you are a trust applicant – an original certified copy of your trust deed extract.

By following the above procedures, potential duplication and delay are removed. However we may, from time to time, be required to contact you to request additional information for identification or verification purposes

By applying for a Macquarie 100% Investment Loan, 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) if Macquarie suspects that you are in breach of any laws relating to AML/CTF applicable in Australia or elsewhere, or Macquarie believes it is required to take action under any laws relating to AML/CTF or any other applicable law in Australia or elsewhere, Macquarie may take any action it considers appropriate, including transferring your Macquarie 100% Investment Loan units and refusing or ceasing to provide you with services, in order to comply with any laws relating to AML/CTF or any request of a relevant authority; and
- (c) Macquarie may in its absolute discretion, with or without notice to you, disclose or otherwise report the details of any transaction or activity, proposed transaction or activity in relation to your Macquarie 100% Investment Loan (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 laws relating to AML/CTF applicable in Australia or elsewhere.

How to apply

1. To get started, read this brochure in its entirety, including the Macquarie 100% Investment Loan - Loan and Security Deed, the Interest Prepayment Loan - Loan Deed and the Risk Disclosure Declaration in this brochure.

2. You should refer to the check list on page 41 when completing the Application for Finance.

You can apply as:

- an Individual
- two individuals*
- as a Company or Trust*

*Once Macquarie has accepted your offer to enter into a loan, Macquarie will accept instructions on the account from either party involved.

3. Please note all applicants must complete Section 8 of the Application for Finance and provide two original copies of an IFSA/FPA form (only acceptable if you have a financial adviser) or two original certified copies of photo identification with your signature. This identification can be a current passport or a current Australian driver's licence.

In addition, all applicants must provide one of the following forms of income verification if the loan application is \$150,000 or more:

- your last three payslips; or
- your previous year's tax return or group certificates accompanied by contact details of your employer; or
- an accountant certificate declaring your income; or
- a declaration from your employer confirming your income.

Trust applicants must also provide:

- two Certificates from the Trustee's Solicitor **and** two original certified copies of the trust deed extract.

Note: a trust deed extract must clearly show the trust name. If your trust name has been varied you may need to include the full trust deed and any deeds of variation.

Trust deeds must be dated and bear the relevant Office of State Revenue stamp.

Macquarie reserves the right to seek additional information regarding details of your income, and to contact your employer to confirm employment and income details.

In performing credit assessment, Macquarie will take into account all other loan obligations currently held with Macquarie Investment Lending.

Macquarie may require additional security or collateral in order to accept your offer to enter into a loan with Macquarie.

If you are a Company Applicant, and another lender has lodged a charge over your assets, Macquarie may need to request a release of the existing charge. The offer in your account application will be blocked not be accepted by Macquarie until this is complete and you will not be able to conduct any transactions on your facility until this is completed draw down to invest in the Performance Plus Series.

4. Please send your Application for Finance and all additional supporting documentation outlined in the Application for Finance checklist on page 41 to:

Macquarie Investment Lending
GPO BOX 4023
SYDNEY NSW 2001

Macquarie and the Security Trustee reserve the right not to accept the offer in your Application for Finance.

Risk Disclosure Declaration

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You must read this information carefully.

It is a condition of this Macquarie 100% Investment Loan that you read this information carefully. If not otherwise defined in this Risk Disclosure Declaration, the terms used in this declaration have the same meaning as in the Loan and Security Deed attached.

The Bank recommends that each Borrower, each Securities Owner and each Director obtain appropriate independent legal, financial and taxation advice with respect to the complete terms and conditions of the proposed Loan and Security Deed and its suitability for their individual requirements. It is also important that each Borrower obtain advice regarding the impact on their investment and financial obligations if they repay their Macquarie 100% Investment Loan in full, particularly during any period in which the interest rate is fixed.

Declaration:

By signing the Macquarie 100% Investment Loan Application for Finance, each Borrower/Director and Securities Owner ("I/we") declare:

* I/we have never been declared bankrupt or insolvent, have never had any assets assigned to the benefit of creditors and are able to pay any debts as and when they become due and payable. I/we have never been a director/directors and/or an officer/officers of any company of which a manager, receiver and/or liquidator has been appointed;

* I/we am/are over 18 years old

I/We declare that:

* all the information I/we have given to the Bank in relation to the Application for Finance and Units, and the Loan and Security Deed is correct and not misleading; and no legal proceedings are current, pending, or, to my/our knowledge, threatened which could affect my/our financial position adversely.

I/We understand that:

* the Bank and the Security Trustee do not guarantee the performance of any units in the Performance Plus Series purchased with money borrowed under the proposed Loan and Security Deed;

* investment in any shares and marketable securities involves inherent risks and I/we am/are aware of these risks;

* dividends, distributions or other income from units in the Performance Plus Series that are held under the Loan and Security Deed may not be sufficient or paid at a time that is suitable or convenient to help pay interest under the Macquarie 100% Investment Loan.

* I/we understand that I/ we must pay the interest and other costs under the Macquarie 100% Investment Loan from my/our own resources;

* where the interest rate under the proposed Macquarie 100% Investment Loan has been fixed for a period, then the repayment of any part of the Macquarie 100% Investment Loan before the end of that period may result in significant costs being payable by me/us to the Bank;

* if the Bank deems it is likely that the securities purchased with the Macquarie 100% Investment Loan are unlikely to be redeemed at a value at maturity at least equal to the Macquarie 100% Investment Loan amount and/or the provider of any capital protection or any similar protection or feature in connection with the units in the Performance Plus Series is unable to meet its obligations, then I/we may be required by the Bank to repay all of the loan principal;

* the Maturity Date of the Macquarie 100% Investment Loan is the date notified in writing by the Bank to me/us in respect of the Macquarie 100% Investment Loan;

* if the Security Trustee sells all of my/our units in the Performance Plus Series and there is still a balance owing on my/our loan, I/we must repay this balance personally;

* any applicable stamp duty, Goods & Services Tax and other fees and charges are payable by me/us;

- * the Bank has not provided any advice, nor is it responsible for any ongoing advice, relating to:
 - the taxation implications of any aspect of the Loan and Security Deed, or of investing in any units in the Performance Plus Series;
 - any aspect of the Loan and Security Deed; and
 - the suitability of the shares and/or marketable securities to be purchased with the Macquarie 100% Investment Loan.
- * the Bank has not considered whether the Macquarie 100% Investment Loan is suited or necessary for my/our particular circumstances;
- * If I/we enter into the Loan and Security Deed, the Bank, or its nominee, may pay commission to or receive commission from certain persons.
- * I/we acknowledge and agree to the payment of commission by the Bank, or its nominee, to certain persons, or the receipt of commission by the Bank, or its nominee. The purchase or sale of any shares and/or marketable securities under the terms of the Loan and Security Deed may also result in brokerage fees or other charges being payable to the Bank or its related companies.
- * I/we have read and understood the Application for Finance, and the Loan and Security Deed, including this Risk Disclosure Declaration as well as the 'Risks' section of this brochure.
- * I/we have obtained and read a copy of the product disclosure statement relating to the underlying investment into which I/we intend to invest from the issuer. I/we acknowledge that the Bank does not guarantee the performance of or recommend any underlying investments acquired using the Macquarie 100% Investment Loan.
- * I/we have had the opportunity to obtain independent legal, financial and taxation advice. I/we have considered the risks and costs involved in purchasing shares and/or marketable securities with the proposed Macquarie 100% Investment Loan, and I/we am/are prepared to accept the risks involved.
- * I/we may incur significant costs and expenses if the Macquarie 100% Investment Loans under the Loan and Security Deed are repaid or are required to be repaid early for any reason, including if I/we default or if there is an adverse change in law or circumstances or if Macquarie cancels the loan facility, even if any of these events are outside my/our control.
- * I/we acknowledge that Macquarie strongly recommends that I/we obtain independent professional legal, financial and taxation advice in relation to my/our obligations under the Loan and Security Deed, and I/we acknowledge that if I/we have not obtained such advice, I/we am/are comfortable that I/we understand my/our obligations and the risks of borrowing under the Loan and Security Deed

Macquarie 100% Investment Loan and Security Deed

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Macquarie 100% Investment Loan - Loan and Security Deed between the Borrower, the Securities Owner, the Director, the Bank and the Security Trustee.

1. The Facility

- 1.1 Subject to this Deed, the Bank agrees to provide a Macquarie 100% Investment Loan. The details of the Loan will be confirmed in writing by the Bank to the Borrower promptly in the event of the Bank's acceptance of the Application. This Deed, as supplemented in accordance with this Deed, will govern the terms of the Loan and related matters.
- 1.2 The Borrower shall be entitled to draw up to the amount of the Credit Limit on the terms of this Deed. The Bank is authorised by the Borrower and the Securities Owner to apply the Loan from time to time to purchase Securities nominated by the Borrower and related expenses.
- 1.3 The Borrower must use the Facility in a single drawdown in Australian dollars on the Drawdown Date in respect of the Loan in an amount which shall be no less than the Minimum Loan Amount.
- 1.4 The Borrower irrevocably authorises and directs the Bank to apply the proceeds from drawing down on the Facility to acquire Securities for the Borrower pursuant to the Application.
- 1.5 The Bank is not required to execute or proceed with (and may cancel or reverse) any request to purchase or transfer Securities if that purchase or transfer would be likely to result in the Credit Limit being exceeded.
- 1.6 If any broker who purports to act on behalf of the Securities Owner, provides instructions, or other evidence, regarding a Transaction to the Bank, by:
 - (a) providing a contract note (whether in original form or by facsimile); or
 - (b) forwarding an electronic message, the Bank shall be entitled to rely on such instructions without confirming such instructions with the Borrower or the Securities Owner.
- 1.7 Each of the Bank and the Security Trustee is authorised to act upon instructions sent by any means (including electronically or orally) which purport to be from the Borrower, or any person authorised by the Borrower to issue instructions to the Bank or the Security Trustee in respect of any transactions contemplated under this Deed

The Borrower confirms that any Securities Owner is hereby authorised to issue instructions to the Bank or the Security Trustee, on behalf of the Borrower, in respect of any transaction related to the utilisation of the Facility or contemplated under this Deed.

Each of the Bank and the Security Trustee may verify instructions or obtain additional information by contacting any one or more of the persons authorised by the Borrower for this purpose, but is not obliged to do so.

- 1.8 The Borrower shall not be entitled to draw any funds under this Facility if:
 - (a) the proposed drawing would otherwise not comply with this Deed; or
 - (b) an Event of Default has occurred.
- 1.9 Where the Bank receives instructions to draw or receive any funds in relation to the purchase, sale, redemption or transfer of Securities, the Bank is authorised by the Borrower to draw or receive such amount, together with all related Costs for the purpose of completing the purchase, sale, redemption or transfer.

2. Conditions Precedent

- 2.1 The Bank shall not be obliged to make the Loan to the Borrower unless the Bank:
 - (a) where the Borrower or the Securities Owner is acting in their capacity as trustee of any trust, has received a solicitors trust letter or a certified copy of a trust deed both in form and in substance satisfactory to the Bank;
 - (b) has received such other amounts, documents or information, both in form and in substance satisfactory to the Bank, as the Bank may require;
 - (c) is satisfied that no Material Adverse Change exists;
 - (d) approves the specific use of the Loan; and
 - (e) is satisfied that the Securities Owner has signed an irrevocable payment direction in the form set out in the Application addressed to the manager, trustee or responsible entity of any trust or managed investment scheme in relation to any of the Secured Property.

3. Interest

- 3.1 The Borrower shall pay to the Bank interest on the Loan in accordance with this Clause or as otherwise specified by the Bank.
- 3.2 The interest rate applicable to the Loan shall be the Macquarie Investment Lending Rate as determined by the Bank from time to time and can be varied by the Bank by written notice or by placing a notice in a national or local newspaper.
- 3.3 Interest 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) and shall be debited to the Loan account at such intervals as the Bank may determine.
- 3.4 Interest that is not prepaid is due and payable in arrears on the last day of each calendar month. If interest is not paid on the due date, then interest will be payable on the amount of the interest that is due and payable but unpaid in accordance with Clause 12. Failure to pay any interest will be an Event of Default.
- 3.5 Information on current interest rates and fees and charges is available from the Bank on request. The interest rate and how it is calculated and applied can be varied by the Bank by written notice or by placing a notice in a national or local newspaper.
- 3.6 Fixed interest rates for certain periods are available upon request.
- 3.7 If the Bank agrees to change the type of interest from the Macquarie Investment Lending Rate to a fixed rate then:
 - (a) the fixed rate will apply under this Deed during the period as notified by the Bank to the Borrower (the "Fixed Rate Period");
 - (b) the Bank will give the Borrower written notice setting out the particulars of the change;
 - (c) the Fixed Rate Period will begin and end on the dates the Bank specifies when it agrees to the change; and
 - (d) at the end of the Fixed Rate Period, the interest rate will revert to the Macquarie Investment Lending Rate payable monthly in arrears.
- 3.8 If the Borrower requests and the Bank agrees, the Borrower may pay interest in advance on an agreed date. Any interest prepaid for any period is not refundable.
- 3.9 If the Borrower requests and the Bank agrees, the Borrower may pay interest on any other basis, terms and conditions.

4. Repayment

- 4.1 The Borrower must repay the Loan, together with all interest, fees and other moneys then accrued due under this Deed to the date of such payment (whether or not yet payable):
 - (a) immediately upon a declaration being made by the Bank or the Security Trustee in accordance with Clause 10.2; or
 - (b) immediately upon the Bank or the Security Trustee issuing a demand to the Borrower requiring repayment of such amounts following the termination of the Facility under clause 4.4. Upon the giving of such notice, the obligations of the Bank to continue to provide the Facility shall immediately cease; or
 - (c) on the Maturity Date.
- 4.2
 - (a) The Borrower may prepay to the Bank all or any part of the Loan on any day if all interest, fees and other moneys then accrued due under this Deed to the date of prepayment (whether or not yet payable) have been paid (including without limitation any indemnity obligation under Clause 13).
 - (b) If the Bank and the Borrower have agreed to fix the interest rate applicable to the Loan, the Borrower shall not prepay all or any part of the Loan during the period for which the interest rate has been fixed unless the Borrower pays to the Bank in accordance with Clause 13.1 any losses or expenses incurred by the Bank as a result of the prepayment.
 - (c) If the Borrower repays more than the total amount of the Loan, the Bank is not required to pay to the Borrower interest on the amount repaid in excess of the total amount of the Loan.
- 4.3 If there occurs any change in:
 - (a) law or its interpretation which makes, or will make, it unlawful for the Bank or the Security Trustee to give effect to any provision of this Deed; or

- (b) law or its interpretation which, in the opinion of the Bank or the Security Trustee, may have a detrimental effect on the rights of the Bank or the Security Trustee or the security position under this Deed, the Bank or the Security Trustee may notify the Borrower and thereupon the Bank's obligation to make, fund or maintain the Facility, and the Bank's and the Security Trustee's obligation to give effect to any provision of this Deed, shall cease immediately. The Borrower shall, without limiting Clause 13, immediately repay the Loan in full together with all interest accrued thereon to the date of repayment and any other moneys then accrued due (whether or not yet payable) under this Deed.
- 4.4 The Bank may terminate the Facility and require the immediate repayment of the Loan and other moneys owing under this Deed if, in the Bank's opinion, there is a Material Adverse Change.

5. Fees and Expenses

- 5.1 Where required by the Bank, the Borrower shall pay the following fees to the Bank or the Security Trustee (as the case may be):
- a company charge service fee or a company charge release fee (including any related Goods and Services Tax), payable when a charge is lodged by the Security Trustee over a corporate Securities Owner or when a charge lodged by the Security Trustee (or another charge of a corporate Securities Owner) over a corporate Securities Owner is released;
 - a direct debit dishonour fee, payable when any direct debit from an account with a financial institution is declined;
 - a retrieval of information fee, payable when the Borrower or Securities Owner, or their adviser or Secondary Contact, requests the Bank to retrieve, collate, sort and/or provide archived or historical information about the Facility; and
 - a loan establishment fee payable upon the acceptance by the Bank and the Security Trustee of the Borrower's offer to enter into the Loan.
- 5.2 The fees set out in Clause 5.1 shall be payable on demand. The fees are initially as set out in the section titled "Costs and fees" on page 12 of the brochure dated 12 November 2009 which contains this Deed. The Bank or the Security Trustee (as the case may be) may at any time and from time to time, by means of newspaper advertisement or written notice, impose new fees and vary any of the fees in this Deed or the manner in which they are calculated.

- 5.3 The Borrower shall immediately upon demand (and whether or not the Loan is made) pay or reimburse the Bank and the Security Trustee for all costs, charges and expenses (including stamp duty, debits tax, Goods and Services or other consumption tax, registration fees, brokerage and legal fees, if any) incurred or payable by the Bank or the Security Trustee in connection with or arising out of the entering into of this Deed and related documentation, the arrangement and administration of the Facility, the acquisition or disposal of Securities, and any action required to be taken by the Bank or the Security Trustee under this Deed and the contemplated or actual enforcement of, or preservation of rights under, this Deed.

6. Payments

- 6.1 All moneys payable by the Borrower, the Securities Owner or a Director under this Deed shall be paid in full, and to the extent permitted by law, without set off or counterclaim of any kind and free and clear of, and without any deduction or withholding of any kind. Each of the Bank and the Security Trustee is entitled to require the Borrower to effect payments under this Deed in any manner determined by the Bank or the Security Trustee (as the case may be), including by way of a direct debit authority.
- 6.2 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 or, if that Business Day is in another calendar month, on the immediately preceding Business Day.
- 6.3 A certificate signed by the Bank or the Security Trustee stating any amount or rate for the purpose of this Deed shall, prima facie, be binding on the Borrower.
- 6.4 The Bank and the Security Trustee may apply any moneys received or recovered by it under this Deed (as the case may be) towards satisfaction of the Secured Moneys in the manner and order in which it sees fit.
- 6.5 In the event that the interest rate has been fixed, then any moneys received by the Security Trustee from the sale of any of the Secured Property shall, at the discretion of the Security Trustee, be credited to the Deposit Account or applied to the Loan. If no Deposit Account exists, the Security Trustee is authorised to establish a Deposit Account until the expiry of the fixed interest rate. At that time, the amount standing to the credit of the Deposit Account shall be paid to the Security Trustee.

7. Representations and Warranties

- 7.1 The Borrower, the Securities Owner and the Director each represent and warrant to the Bank and to the Security Trustee that:
- (a) no Security Interest exists over any of the Secured Property including, without limitation, any further Eligible Securities secured in favour of the Security Trustee by the Borrower and/or the Securities Owner;
 - (b) subject to Clause 7.2, the Securities Owner is and/or will be, the beneficial owner of the Secured Property;
 - (c) this Deed is a valid, first ranking mortgage over the Secured Property;
 - (d) the Loan will be applied by the Borrower and the Securities Owner wholly or predominantly for business or investment purposes;
 - (e) each of the Borrower, the Securities Owner and the Director obtain various benefits by entering into, exercising their rights and performing their obligations under this Deed;
 - (f) each of the Borrower, Securities Owner and the Director are able to pay their debts as and when they become due and payable; and
 - (g) each Security forming part of the Secured Property is, or will be, fully paid up at the time of acquisition by the Securities Owner.
- 7.2 The Borrower and the Securities Owner further represent and warrant to the Bank and to the Security Trustee that, if either the Borrower or the Securities Owner enter into this Deed as a trustee (the "Trustee") of any trust (the "Trust"), then:
- (a) the Trustee is liable under this Deed in its personal capacity and as trustee of the Trust;
 - (b) the Trustee has free and full power to enter into and perform this Deed in its capacity as trustee of the Trust;
 - (c) it is to the commercial benefit of the Trust, and the beneficiaries of the Trust that the Trustee enter into and perform this Deed; and
 - (d) for as long as the Trust holds the Loan, the Trustee will provide certified copies of all amendments and variations to the original deed of settlement to the Bank as soon as possible after each document is executed.
- 7.3 The representations in Clauses 7.1 and 7.2 are made on the date of this Deed and are deemed to be repeated on each day while the Secured Moneys remain outstanding.

8. Undertakings

- 8.1 The Borrower, the Securities Owner and the Director shall supply to the Bank:
- (a) when requested to do so:
 - (i) copies of any financial statements for the Borrower, the Securities Owner and the Director for each financial year; and
 - (ii) such additional financial or other information relating to the Borrower, the Securities Owner and the Director as the Bank may from time to time request; and
 - (b) any other information relating to each of the Borrower, the Securities Owner and the Director as is relevant to its continued ability to meet any of its obligations under this Deed.
- 8.2 Unless the Security Trustee otherwise agrees in writing, the Securities Owner shall:
- (a) not create, agree or attempt to create or allow to exist, any Security Interest over or in respect of any of the Secured Property; or
 - (b) subject to Clause 8.3, not sell, redeem, dispose of, or otherwise deal with, any of the Secured Property or any interest therein.
- 8.3 Unless and until an Event of Default occurs, the Securities Owner may sell, redeem, dispose of, or otherwise deal with, any of the Secured Property or any interest therein provided that the prior consent of the Bank or the Security Trustee has been given and the proceeds of any such sale, redemption, disposal or other dealings are applied in reduction of the Loan in accordance with Clause 4.2.
- 8.4 Without limiting any other terms of this Deed, the Securities Owner shall not be entitled to sell, transfer, create any Security Interest over, redeem or otherwise dispose of or deal with any warrant or note which forms part of the Secured Property until all amounts owing to the Bank under the Facility have been satisfied in full.
- 8.5 The Securities Owner shall be responsible for providing the Issuer, or any other issuer of Securities, with all relevant information required by that party in respect of the Secured Property.
- 8.6 The Securities Owner and the Borrower acknowledge that until the Secured Moneys are paid in full, the proceeds of sale, redemption, disposal or other dealing with the Secured Property, are and remain Secured Property for all purposes under this Deed.
- 8.7 The Borrower shall supply to the Bank any information relating to the Borrower, the Securities Owner and/or the Director that has changed or been modified since the date the Loan was established.

9. Security

- 9.1 For the purposes of securing the due and punctual payment and satisfaction of the Secured Moneys, the Securities Owner, as legal and beneficial owner, mortgages to the Security Trustee all of its right, title and interest in and to:
- (a) all Securities acquired by or for the Securities Owner wholly or partly with the proceeds of any drawing under the Facility or the proceeds of sale or redemption of any Secured Property or the proceeds arising from any Rights, with the mortgage taking effect at the time the Securities Owner acquires an interest in such Securities;
 - (b) any other property which the Securities Owner (or its authorised attorney or agent) secures in favour of the Security Trustee at any time after the date of this Deed, and which the Security Trustee accepts, to be the subject of the mortgage contained in this Deed and to comprise part of the Secured Property;
 - (c) the Rights; and
 - (d) the Deposit Account (if any).
- 9.2 The Securities Owner acknowledges to the Security Trustee its indebtedness in respect of the Secured Money and agrees to comply with all of its obligations under this Deed.
- 9.3 The Securities Owner shall:
- (a) without limiting clause 7.1(g), pay all calls, instalments or other moneys which are payable in respect of the 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 opinion (exercised in its absolute discretion), result in this Deed being materially lessened in value.
- 9.4 Until the Bank or the Security Trustee gives written notice to the Securities Owner following the occurrence of an Event of Default:
- (a) subject to the terms of the Securities forming part of the Secured Property, the Securities Owner may retain and apply for its own use any cash dividend or distribution payable in respect of those Securities; and
 - (b) the Securities Owner may, subject to Clause 9.3, exercise the right to vote in respect of the Securities forming part of the Secured Property and exercise the right to acquire any further shares or other marketable securities in the Issuer.
- 9.5 Immediately after the Securities Owner receives written notice under Clause 9.4, all the rights of the Securities Owner under Clause 9.4 shall cease and the Security Trustee alone shall be entitled to

exercise those rights and the Securities Owner shall, at its own expense, promptly execute such proxies and other instruments as the Security Trustee may require. If the Securities Owner receives any cash dividend or any other property which forms part of the Securities forming part of the Secured Property after receipt of any such notice, the Securities Owner shall promptly pay the amount of any such cash dividend and deliver any such other property received by it to the Security Trustee and the Security Trustee may retain and apply any such amount or other property received by it in reduction of the Secured Moneys.

- 9.6 Without limiting any rights, powers or remedies conferred upon the Security Trustee by this Deed or by law, at any time, whether before or after the occurrence of an Event of Default, the Security Trustee may effect a transfer (including a registration) of the Secured Property into its name or into the name of any nominee on behalf of the Security Trustee, and the Security Trustee shall be entitled to sign and deliver any document to effect such a transfer (including a registration) pursuant to the power of attorney set out in clause 21.8.
- 9.7 This Deed is a continuing security and shall remain in full force and effect until the whole of the Secured Moneys have been paid or satisfied in full.

10. Events of Default

- 10.1 Each of the following events shall be an Event of Default:
- (a) the Borrower, the Securities Owner or the Director fails to make any payment when due in accordance with this Deed;
 - (b) the Borrower, the Securities Owner or the Director fails to duly and punctually perform or comply with any of its respective obligations under this Deed;
 - (c) any representation or warranty made by any person in connection with the Application or this Deed proves to have been incorrect or misleading when made;
 - (d) where the Borrower or the Securities Owner 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 Securities Owner be wound up or otherwise dissolved and/or that an administrator, a liquidator or provisional liquidator of the Borrower or the Securities Owner 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 Securities Owner;
- (e) the Borrower, the Securities Owner or the Director becomes insolvent or is subject to any arrangement, assignment or composition, or protected from any creditors or otherwise unable to pay its respective debts when they fall due;
- (f) the insolvency of the provider of any capital protection or any similar protection or feature in connection with the Securities forming part of the Secured Property, the insolvency of the Issuer, any prolonged illiquidity in connection with the Securities forming part of the Secured Property or any securities or investments underlying those Securities, the early termination of the Securities forming part of the Secured Property or any securities or investments underlying those Securities or the early termination or maturity of the managed investment scheme or fund which issued the Securities forming part of the Secured Property;
- (g) any dysfunction in world financial markets inhibiting the ability of the Bank to continue to fund the Loan and provide the Facility to the Borrower;
- (h) any government, governmental agency, department, commission, or other instrumentality seizes, confiscates, or compulsorily acquires (whether permanently or temporarily and whether with payment of compensation or not) any of the Secured Property;
- (i) any litigation, administrative proceedings or other procedure for the resolution of disputes is commenced in which the title of the Securities Owner to any of the Secured Property, will or might be impeached or the Securities Owner's enjoyment, or the Security Trustee's rights under this Deed, or to any of the Secured Property will or might be restrained or otherwise hindered;
- (j) the Borrower or the Securities Owner fails to exercise any rights or perform any obligations under any Secured Property;
- (k) the Borrower, the Director or the Securities Owner is in default under any other financial, payment or performance obligation with the Bank, the Security Trustee or any other person including, without limitation, under any Interest Prepayment Loan Deed, any other Macquarie 100% Investment Loan - Loan and Security Deed or any Shortfall Repayment Loan - Loan Deed;
- (l) there occurs an event which is or may be, in the Bank's opinion, a Material Adverse Change;
- (m) the mortgage under this Deed is, becomes or is claimed by any person to be invalid, void, voidable, unenforceable or of limited force and effect, either in whole or in part;
- (n) the mortgage under this Deed ceases to be a valid first ranking mortgage over the Secured Property;
- (o) the Borrower, Securities Owner or Director is deceased; and
- (p) a default, "event of default" or other similar condition or event (however described) occurs or exists under any Interest Prepayment Loan - Loan Deed, any Macquarie 100% Investment Loan - Loan and Security Deed or any Shortfall Repayment Loan - Load Deed.
- 10.2 If an Event of Default occurs the Bank (for the purposes of paragraphs (a) and (b)) or the Security Trustee (for the purposes of paragraphs (a), (b) and (c)) 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 Deed or by law:
- (a) declare the Loan, accrued interest and all other sums which have accrued due hereunder (whether or not presently payable) to be, whereupon they 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 to provide the Facility hereunder shall immediately cease; and/or
- (c) enforce the mortgage created under this Deed and otherwise do all acts and things and exercise all rights, powers and remedies that the Securities Owner could do or exercise in relation to the Secured Property including, without limitation the power to, without any notice to the Borrower or the Securities Owner:
- (i) take possession and assume control of the Secured Property;
- (ii) receive all dividends or other distributions (whether monetary or otherwise) made or to be made in respect of the Secured Property;
- (iii) sell or agree to sell or redeem or exercise any rights and perform any obligations in relation to the Secured Property (whether or not the Security Trustee has taken possession) on such terms as the Security Trustee thinks fit in its absolute discretion;
- (iv) employ solicitors, agents, accountants, auctioneers and consultants on such terms as the Security Trustee thinks fit;

- (v) carry out and enforce, or refrain from carrying out or enforcing, rights and obligations of the Securities Owner which may arise in connection with the Secured Property, or be obtained or incurred in the exercise of the rights, powers and remedies of the Security Trustee;
 - (vi) institute, conduct, defend, settle, arrange, compromise and submit to arbitration any claims, questions or disputes whatsoever which may arise in connection with the Secured Property or in any way relating to the Deed, and to execute releases or other discharges in relation thereto; and
 - (vii) execute documents on behalf of the Securities Owner under seal or under hand and any moneys which the Security Trustee pays or becomes liable to pay by reason of doing any of the above shall form part of the Secured Moneys.
- 10.3 In the event that the Bank or Security Trustee exercises its power to sell or agree to sell the Secured Property in accordance with clause 10.2(c) (iii), the proceeds of sale will be applied in the following order:
- (a) first, in the payment of all costs and expenses incurred by the Bank or Security Trustee in exercising its power of sale, including but not limited to brokerage costs, public tender costs, costs associated with obtaining expressions of interest and applicable taxes;
 - (b) second, in payment of any prior mortgages, charges and other securities over the Secured Property in order of their priority;
 - (c) third, in repayment of the Secured Moneys; and
 - (d) lastly, in payment of any subsequent mortgages, charges and other securities over the Secured Property of which the Bank or Security Trustee is aware in order of their priority.

11. Appointment of Receiver

- 11.1 Immediately upon or at any time after the occurrence of an Event of Default, the Security Trustee may appoint in writing any person to be a receiver or receiver and manager (the "Receiver") of any Secured Property and:
- (a) the Receiver may be appointed by the Security Trustee on such terms as the Security Trustee thinks fit;
 - (b) the Security Trustee may remove a Receiver and may appoint another in his place;
 - (c) the Security Trustee 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 Secured Property.
- 11.2 Unless and until the Security Trustee by notice in writing to the Securities Owner and to the Receiver requires that the Receiver act as agent of the Security Trustee, the Receiver shall be the agent of the Securities Owner, and the Securities Owner alone shall be responsible for the acts and defaults of the Receiver, but in exercising any powers of the Security Trustee, the Receiver shall have the authority of both the Securities Owner and the Security Trustee.
- 11.3 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 Security Trustee in relation to the Secured Property.

12. Default Interest

- 12.1 If the Borrower fails to pay when due any moneys payable under this Deed, the Borrower shall pay interest on such moneys from and including the due date to the date of actual payment (before and, as an additional and independent obligation, after any judgment or other thing into which the liability to pay such moneys becomes merged) at the rate of interest per annum determined by the Bank to be the aggregate of 4% per annum and the interest rate determined under Clause 3.2.
- 12.2 Interest at the rate or rates determined from time to time in accordance with Clause 12.1 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.

13. Indemnities

- 13.1 The Borrower indemnifies the Bank and the Security Trustee from and against all actions, suits, claims, demands, losses, liabilities, damages, and Costs which may be made or brought against or suffered or incurred by the Bank or the Security Trustee arising out of or in connection with:
- (a) any Event of Default;
 - (b) any breach of this Deed by the Borrower;

- (c) the exercise or non-exercise of any right, power or remedy contained, referred to or implied in this Deed;
 - (d) any prepayment arising for whatever reason;
 - (e) the Bank or the Security Trustee acting in good faith on instructions which purport to have been provided by the Borrower or the Securities Owner, or any of their respective Secondary Contacts, via facsimile, telephone or electronic means;
 - (f) a proposed drawing not being made available in accordance with the request for any reason except the default of the Bank including, without limitation, any loss or expense incurred under any of the above paragraphs in respect of:
 - (i) the liquidation or redeployment of funds acquired from third parties to make or maintain the Loan; or
 - (ii) the termination or reversal of any arrangements entered into in connection with the funding of the Loan; or
 - (iii) any loss of profits that the Bank may suffer by reason of the early liquidation or redeployment of such funds or the termination or reversal of such arrangements.
- 13.2 The Borrower agrees to fully compensate the Bank on demand if the Bank determines that any new or amended law (including without limitation any law which imposes a tax on goods and services), order, official policy, directive or request of any governmental agency, or any change in any interpretation or administration of any law, order, official policy, directive or request of any governmental agency, directly or indirectly:
- (a) increases the cost to the Bank of providing, funding or maintaining the Facility; or
 - (b) reduces any amount received or receivable by the Bank, or its effective return, in connection with the Facility; or
 - (c) reduces the Bank's return on capital allocated to the Facility, or its overall return on capital.
- 13.3 Any amount which the Bank or the Security Trustee certifies to the Borrower that it has expended, incurred or will incur, or which it will forego pursuant to Clauses 13.1 or 13.2, will, prima facie, be binding for all purposes as against the Borrower.

14. Guarantee

14.1

- (a) This Clause 14 shall apply to the Director.
- (b) The liability of a Director (and if more than one, then each of them) as a guarantor under this Clause 14 is joint and several.

14.2

- (a) The Director unconditionally and irrevocably guarantees to the Bank and the Security Trustee the due and punctual payment and satisfaction of the Secured Moneys by the Borrower.
 - (b) The Director unconditionally and irrevocably indemnifies the Bank and the Security Trustee from and against any and all actions, suits, claims, demands, obligations, losses, damages and Costs which have been or may be made or brought against or which have been or may be suffered or incurred by the Bank or the Security Trustee if the whole or any part of the Secured Moneys:
 - (i) are irrecoverable or have never been recoverable by the Bank or the Security Trustee from the Borrower or from the Director as surety; or
 - (ii) cannot be enforced against the Borrower or against the Director as surety; or
 - (iii) are not paid to the Bank or the Security Trustee for any other 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 or the Security Trustee); or
 - (C) any other fact, matter or thing whatsoever.
- (c) If the Borrower defaults in the due and punctual payment or satisfaction of any of the Secured Moneys, the Director shall pay the whole amount of the Secured Moneys to the Security Trustee immediately upon demand. The Security Trustee may make such a demand on the Director from time to time and whether or not demand has been made on the Borrower.

- (d) The Director shall pay to the Security Trustee immediately upon demand an amount equal to the amount of the claims, demands, obligations, losses, damages, and Costs referred to in Clause 14.2(b). The Security Trustee may make such a demand from time to time and whether or not demand has been made on the Borrower. The Director acknowledges to the Security Trustee its indebtedness in respect of the Secured Money and agrees to comply with all of its obligations under this Deed.
- 14.3 The Director agrees that its liability under Clause 14.2(b) is that of principal debtor. Each obligation of the Director as guarantor hereunder constitutes a principal and not a secondary or ancillary obligation, to the intent that, without limiting in any way the operation of other provisions of this Clause, any limitation on the liability of the Director as guarantor which would otherwise arise by reason of its status as a guarantor, co guarantor, indemnifier or co-indemnifier is hereby negated.
- 14.4 The Director's obligations under this Deed 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 Director or of any other person under this Deed or of any of the Secured Moneys;
 - (b) any of the obligations of the Borrower or any other person under this Deed being or becoming wholly or partially illegal, void, voidable or unenforceable, whether by reason of any law or for any reason whatsoever;
 - (c) any delay, laches, acquiescence, mistake, act, omission or negligence on the part of the Bank, the Security Trustee or any other person;
 - (d) 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 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;
 - (e) any non-compliance by the Bank, the Security Trustee or any other person with the provisions of any law or with any provision of this Deed;
 - (f) any law or judgement staying or suspending all or any of the rights of the Bank or the Security Trustee against the Borrower, the Director, or any other person (by operation of law or otherwise);
 - (g) 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;
 - (h) the insolvency, bankruptcy, winding up, receivership or administration of the Borrower, the Director or any other person;
 - (i) any setting aside or avoidance of any payment by the Borrower, the Director or any other person;
 - (j) 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 the Director's obligations under this Deed.
- 14.5 Neither the Bank nor the Security Trustee shall be required to proceed against the Borrower or exhaust any remedies it may have against the Borrower or enforce this Deed but shall be entitled to demand and receive payment from the Director when any payment is due under this Deed and/ or to proceed directly against the Securities forming part of the Secured Property.
- 14.6 Unless and until the whole of the Secured Moneys have been paid or satisfied in full, the Director shall not make any claim for any sum paid under this Deed or enforce any rights which it may have (whether by way of defence, indemnity, set off, counterclaim, contribution, subrogation or otherwise) against the Borrower or its property or as against the Bank or the Security Trustee.
- 14.7 The amount of the liability of the Director as guarantor under Clause 14 is limited to the amount of the Secured Moneys.
- ## 15. Set off
- The Bank may (in addition to any general or banker's lien, right of set off, right to combine accounts or any other right to which it may be entitled), without notice to the Borrower or any other person, set off and apply any credit balance (or any part thereof in such amounts as the Bank may elect) on any account, including without limitation, the Deposit Account (if any), (whether such account is subject to notice or not and whether matured or not) of the Borrower, the Securities Owner and/or the Director with the Bank and any other moneys owing by the Bank to the Borrower, the Securities Owner and/or the Director against the Secured Moneys due to the Bank.

16. Notices

- 16.1 All notices and other communications required by this Deed 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.
- 16.2 A notice or other communication shall be deemed to be duly received:
- if sent by hand, when left at the address of the recipient;
 - if sent by prepaid post, 3 days after the date of posting;
 - 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
 - if sent electronically, simultaneously with the sender initiating the electronic delivery of that notice unless the sender's machine receives a report indicating the notice was not delivered.
- 16.3 The Securities Owner and the Director appoint the Borrower (or if more than one Borrower, then only one) as their agent to receive all notices under this Deed.

17. Assignment

- 17.1 The Borrower, the Securities Owner and the Director shall not assign or otherwise transfer the benefit of this Deed or any of their respective rights, remedies, powers, duties, undertakings or obligations under this Deed without the prior written consent of the Bank.
- 17.2 The Bank and the Security Trustee may assign, transfer, novate and otherwise grant participations or subparticipations in, and can otherwise deal in any manner (including to grant any Security Interest over) with, all or any part of the benefit of this Deed and any of its rights, remedies, powers, duties and obligations under this Deed to any person, without the consent of the Borrower, the Securities Owner and/ or the Director. In exercising these powers, the Bank and the Security Trustee may, subject to any relevant law, disclose to any person information about the Borrower, the Securities Owner, the Director, the Loan, the Facility, the Securities forming part of the Secured Property or this Deed.
- 17.3 Without limiting the previous provisions of this Clause 17, each of the Bank and the Security Trustee and/or its assignee or transferee is entitled to assign its rights and novate its obligations under this Deed, or any part of this Deed, to any trustee, manager or such other relevant person or entity of any securitisation programme.

18. Use of Macquarie On-Line

This Clause applies to access and dealings by the Borrower (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:

- 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;
- 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 instructions have been received by the Bank, the Client should call the Macquarie Investment Lending help desk for information;
- The Bank is entitled to rely on any instruction which appears to have been sent by the Borrower or its designated financial adviser. The Client will take full responsibility for, and will indemnify 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;
- The Client will not provide its MAC 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;
- 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 Macquarie Investment Lending help desk immediately;
- The Client agrees not to interfere or damage (or attempt to interfere or damage) any code, data or software associated with Macquarie On-Line;
- 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;
- 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 authorises the Bank to provide information about the Facility to its own designated financial adviser, and each other Client's designated financial adviser (where applicable), as indicated on the Application or subsequently notified to the Bank. The Client's designated financial adviser can act on the Client's behalf to access data relating to the Client and the Facility via Macquarie On-Line;
- (j) 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 provision, content, accuracy or use of the information accessed via Macquarie On-Line or any part of it including, without limitation, any liability for any unavailability, delay, interruption, error or omission whether or not caused (including as a result of negligence) by the Bank, its employees or agents;
- (k) The Bank reserves the right to supplement or change the terms and conditions of, or 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 Deed, the terms of this Deed shall prevail; and
- (l) The Client agrees to take all reasonable steps to ensure the security of their computer and operating systems against viruses and other electronic fraud devices is current and up to date at all times, through the use of firewalls and applicable anti-virus software.

19. Limitation of liability for Bank and Security Trustee

- 19.1 Neither the Bank nor the Security Trustee shall be responsible for any losses of any kind whatsoever (including, without limitation, the negligence, default or dishonesty of any servant, agent or auctioneer employed by the Bank or the Security Trustee, any attorney of the Bank or the Security Trustee or the Receiver) which may occur in or about the exercise, attempted exercise or non-exercise of any of the rights, powers or remedies of the Bank or the Security Trustee under this Deed.
- 19.2 Neither the Bank nor the Security Trustee shall be responsible for any loss, cost, expense or damage suffered by the Borrower, the Securities Owner or the Director as a result of any action, delay or failure to act by any manager, trustee or responsible entity of any trust or managed investment scheme in relation to any of the Secured Property.

- 19.3 Neither the Security Trustee nor any Receiver will by reason of the Security Trustee or the Receiver entering into possession of the Secured Property or any part thereof be liable to account as mortgagee or chargee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default, omission, delay or mistake for which a mortgagee or chargee in possession might be liable.
- 19.4 Notwithstanding any other provision of this Deed, the parties acknowledge and agree that the Security Trustee is not responsible or liable for the value of or any change in the value of the Securities forming part of the Secured Property or the Secured Property or for the sale price of the Secured Property provided the Security Trustee acts in accordance with this Deed and the Loan Security Trust Deed.

20. Security Trustee Provisions

- 20.1 The Borrower, the Securities Owner and the Director each agrees with the Security Trustee that it will pay to the Bank each amount (including interest) payable by it under this Deed in the manner and in the currency as specified in this Deed except where the Payment Direction applies or, at any time on or after any of the Security over the Secured Property become enforceable, where the Security Trustee has directed the Borrower or the Director or the Securities Owner in writing to pay such amount to or to the order of the Security Trustee. The Borrower, the Securities Owner and the Director will comply with any direction received from the Security Trustee in accordance with this Clause. Any payment made by the Borrower, Securities Owner or the Director to or to the order of the Security Trustee on the terms of this Clause satisfies its obligation to make that payment.
- 20.2 The Security Trustee may at any time and from time to time, without the need to provide any notice to any person:
 - (a) act in relation to this Deed through its officers and employees; and
 - (b) delegate the exercise of its Powers and the performance of its duties and obligations under this Deed to the Bank or to any agents or attorneys selected by it with reasonable care. No officer, employee or delegate of the Security Trustee referred to in paragraph (a) above (each an "Appointee") will be responsible or liable for any Cost, loss, damage, claim, demand or action suffered or incurred by the Borrower, the Security Owner, the Director or any other person as a result of or in connection with an act or omission of the Appointee under or in relation to this Deed. Each Appointee may rely on this Clause.

- 20.3 In addition to any protections under any law or otherwise contained in this Deed, neither the Security Trustee nor any of its officers, employees or delegates will be liable to the Borrower, the Security Owner or the Director or any other person or otherwise be responsible for:
- (a) any Cost, loss, damage, claim, demand or action suffered or incurred as a result of or in connection with an act or omission of the Security Trustee;
 - (b) the default of any delegate, whether or not the employment or appointment of the delegate was necessary or expedient;
 - (c) any mistake or omission made by the Security Trustee;
 - (d) acting on any instruction given which the Security Trustee acting in good faith believes to have been duly issued, even if it is subsequently found that there was some defect in the issue of the instruction or that for any other reason the instruction was not valid or binding on the Security Trustee; or
 - (e) any other matter or thing done in relation to this Deed or any other document, except, in any case, to the extent arising as a direct result of the fraud, negligence, or Wilful Default of the Security Trustee.
- 20.4 The Security Trustee may rely on (without further inquiry):
- (a) any representation, notice, certificate or other document believed by it to be genuine, correct and appropriately authorised; and
 - (b) any statement made by a director, officer, employee, agent or attorney of the Borrower, the Security Owner, the Director or any other person regarding any matters which may reasonably be assumed to be within his or her knowledge or within his or her power to verify.
- 20.5 The Security Trustee may engage any lawyers, accountants or other experts in connection with the exercise of its Powers or the performance of its duties or obligations under this Deed and may rely on the advice or services received (without further inquiry).
- 20.6 As between the Borrower, the Security Owner, the Director or any third party dealing with the Security Trustee and the Security Trustee, all action taken by the Security Trustee under this Deed will be taken to be authorised by the beneficiaries of the security trust established under the Loan Security Trust Deed to the extent necessary and neither the Borrower, the Security Owner, the Director nor any third party will be entitled to inquire as to:
- (a) whether the Security Trustee has been properly appointed;
 - (b) whether the Security Trustee has been given any instructions or as to the terms of the instructions so given; or
 - (c) the authority of the Security Trustee to take any action or the propriety of the exercise by the Security Trustee of any Power under this Deed.
- 20.7 In exercising its Powers and performing its duties and obligations under this Deed, the Security Trustee will act solely on behalf of the beneficiaries of the security trust established under the Loan Security Trust Deed and does not assume and will not be taken in any circumstances to have assumed any responsibility, liability, duty (whether fiduciary or otherwise) or obligations towards, or relationship of partnership, agency or trust with, or for, the Borrower, the Security Owner, the Director or any other person.
- 20.8 Each of the Borrower, the Security Owner and the Director will execute all documents and do all things as are in the Bank's opinion, acting reasonably, necessary to give effect to the replacement of the Security Trustee in any circumstances.
- 20.9 The Security Trustee has no responsibility for the form or content of this Deed or any other document relating to this Deed and will have no liability arising in connection with any inadequacy, invalidity or unenforceability (other than as a result of a breach of this Deed by the Security Trustee) of any provision of this Deed or any other document relating to this Deed.
- 20.10 Subject to any express provision to the contrary contained in this Deed, the Security Trustee will, as regards all the Powers vested in it by this Deed have absolute discretion as to the exercise of them in all respects and, in the absence of fraud, negligence or Wilful Default on its part, the Security Trustee will not be in any way responsible for any loss, costs, damages, claims or obligations that may result from the exercise or non exercise of them.
- 20.11 Notwithstanding any other provision of this Deed, the Security Trustee will have no liability under or in connection with this Deed or any other document relating to this Deed (whether to the Borrower, the Securities Owner, the Bank or any other person) other than to the extent to which the liability is able to be satisfied out of the property of the security trust established under the Loan Security Trust Deed from which the Security Trustee is actually indemnified for the liability. This limitation will not apply to a liability of the Security Trustee to the extent that it is not satisfied because, under this Deed or by operation of law, there is a reduction in the extent of the Security Trustee's indemnification as a result of the Security Trustee's fraud, negligence or Wilful Default. Nothing in this clause 20.11 or any similar provision in any other document

relating to this Deed limits or adversely affects the powers of the Security Trustee, any receiver or attorney in respect of the mortgage under this Deed or the Secured Property.

21. Miscellaneous

- 21.1 The Bank will give to the Borrower semi-annual Loan Accounts.
- 21.2
- (a) The 1993 Code of Banking Practice will apply to this Deed and the Facility but only if:
 - (i) in the case of the Borrower, the Borrower is an individual which has acquired the Facility wholly and exclusively for his or her private or domestic use; and
 - (ii) in the case of the Securities Owner and the Director, that person is an individual and, in respect of that person's relationship to the Borrower, the Borrower does not fall within any of the categories set out in Sections 17.1(i), (ii), (iii) or (iv) of the Code of Banking Practice.
 - (b) If the 1993 Code of Banking Practice applies to this Deed:
 - (i) this Deed is to be read so that it is consistent with the 1993 Code of Banking Practice; and
 - (ii) In the event of any inconsistency between this Deed and the 1993 Code of Banking Practice, this Deed shall prevail.
- 21.3 The Borrower hereby consents to the Bank disclosing to the Securities Owner, the Director and to any other guarantor of the obligations of the Borrower the following information:
- (a) a copy or summary of this Deed 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 the Securities Owner, the Director or any other guarantor, a copy of the latest relevant statements of account (if any) relating to the Facility provided to the Borrower.
- 21.4 The Borrower, the Director and the Securities Owner hereby consent to the Bank disclosing information regarding this Deed and the Facility to any Secondary Contact of the Borrower, the Director and/or Securities Owner including information obtained by the Bank as part of its assessment of the Borrower's Application for the Facility and other information which the Bank is entitled to obtain and use under Section 6 of the Application for Finance.
- 21.5 The Bank may at any time vary any of the terms and conditions of this Deed by newspaper advertisement or notice in writing.
- 21.6 The Securities Owner and the Director agree that they will each have entered into this Deed for valuable consideration including, without limitation, the Bank, at the request of the Securities Owner and the Director, advancing the Loan to the Borrower.
- 21.7 The Borrower, the Securities Owner and the Director each irrevocably appoint the Bank and each officer or employee of the Bank having the word "Director" in their title, severally, as the attorneys of the Borrower, the Securities Owner and the Director respectively to do (either in the name of the Borrower, the Securities Owner or the Director (as the case may be) or the attorney) all acts and things:
- (a) that the Borrower, the Securities Owner or the Director (as the case may be) is obliged to do under this Deed; or
 - (b) which the Borrower, the Securities Owner or the Director have authorised the Bank to undertake on their behalf, including the signing of any document, amending or supplementing this Deed, and the establishment of any account and the undertaking of transactions on that account. Each of the Borrower, the Securities Owner and the Director will at all times ratify and confirm whatever the Bank does, or causes to be done, in exercising its rights under this clause 21.7.
- 21.8 The Borrower, the Securities Owner and the Director each irrevocably appoint the Security Trustee and each director, secretary and employee of the Security Trustee whose title contains the word "Manager", severally, as the attorneys of the Borrower, the Securities Owner and the Director respectively to do (either in the name of the Borrower, the Securities Owner or the Director (as the case may be) or the attorney) all acts and things:
- (a) which, in the opinion of the Security Trustee, are necessary or desirable in connection with the Secured Property or the protection or perfection of the Security Trustee's interests (including lodging any form with the Australian Securities and Investments Commission or a notice of mortgage) or the exercise of the rights, powers and remedies of the Security Trustee; or
 - (b) which the Borrower, the Securities Owner or the Director can do as owner of the Secured Property (including sell, transfer (including a transfer contemplated in clause 9.6), exercising of options and warrants, redemption requests, applications for certificates, any notification, direction or direction to pay, that may be required or desirable to be given to any share registry or Issuer in respect of the Secured

- Property or the Borrower, Securities Owner or the Director, any necessary or desirable instruction, notice or direction or payment direction to any manager or trustee relating to Secured Property which are units in a managed funds scheme, and open any accounts required by the terms of any Secured Property); or
- (c) which the Borrower, the Securities Owner or the Director have authorised the Security Trustee to undertake on their behalf including to apply for and redeem or sell any or all of the Secured Property and to take up or dispose of any rights or other entitlements accruing from time to time in respect of any Secured Property. Each of the Borrower, the Securities Owner and the Director will at all times ratify and confirm whatever the Security Trustee does, or causes to be done, in exercising its rights under this clause 21.8.
- 21.9 A waiver by the Bank or the Security Trustee shall only be effective if it is in writing signed by at least two officers of the Bank or the Security Trustee (as the case may be).
- 21.10 Any provision of this Deed which is or becomes prohibited or unenforceable in any jurisdiction shall be severed from this Deed only in respect to that jurisdiction.
- 21.11 The indemnities contained in this Deed are continuing obligations of the Borrower, the Securities Owner and the Director separate and independent from their other obligations and shall survive the termination of this Deed.
- 21.12 Any consent requested of, or determination by, the Bank or the Security Trustee may be given or withheld by the Bank or the Security Trustee in its absolute discretion and conditionally or unconditionally except where this Deed otherwise expressly provides.
- 21.13 If the performance by the Bank or the Security Trustee of all or any of its obligations under this Deed is prevented or delayed in whole or in part due to any circumstance which the Bank or the Security Trustee is unable to control, this Deed will nevertheless continue and remain in full force and effect but the Bank or the Security Trustee will not be in default under this Deed or liable for any loss, cost, expense or damage suffered by the Borrower, the Securities Owner or the Director for that reason only and the Bank or the Security Trustee will be granted a reasonable extension of time to complete performance of its affected obligations.
- 21.14 Without limiting the terms of this Deed, neither the Bank nor the Security Trustee shall be responsible for any loss, cost, expense or damage suffered by the Borrower, the Securities Owner or the Director as a result of the Bank or the Security Trustee acting in accordance with any request or direction from the Borrower, the Securities Owner or the Director (including in relation to any sale of the Secured Property) or as a result of not acting, or of not acting promptly, in accordance with any such request or direction.
- 21.15 This Deed shall be governed by and construed in accordance with the laws of New South Wales. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 21.16 Time shall be of the essence in respect of each and all of the respective obligations of the Borrower, the Securities Owner and the Director hereunder.
- 21.17 The parties hereby irrevocably authorise the Bank, and each of its officers, agents, employees and solicitors to complete any details and fill in any blanks in this Deed.
- 21.18 This Deed shall bind the Borrower, the Securities Owner and the Director, and the persons comprising them, jointly and severally.
- 21.19 General descriptive information on the Bank's products and services and other matters, as required by the 1993 Code of Banking Practice, is available and can be obtained from the Bank on request.
- 21.20 The Borrower, the Securities Owner and the Director each acknowledge that conversations between any of them (or their representatives) and the Bank or the Security Trustee may be recorded and consent to that recording being made and its use (or any transcript of the recording being used) in any proceedings which may be commenced in connection with this Deed.
- 21.21 Unless the Borrower, the Securities Owner or the Directors instruct the Bank otherwise, the Borrower, the Securities Owner and the Directors consent to the Bank disclosing information about them to its related entities for the purpose of forwarding marketing or promotional material to them from time to time.
- 21.22 The terms of this Deed supersede any prior oral or written representations or statements (whether contained in any brochure, correspondence or otherwise) made by the Bank or the Security Trustee or any officer, employee or agent of the Bank or the Security Trustee to the Borrower, the Securities Owner, the Director or their respective representatives or agents. The Borrower, the Securities Owner and the Director acknowledge that they have not relied on any representation or statement of the Bank or the Security Trustee in entering into this Deed.

22. Interpretation

22.1 In this Deed, unless the context otherwise requires:

“**Application**” means the application made by the Borrower, the Securities Owner and/or the Director to the Bank and the Security Trustee, on the basis of the Application for Finance which incorporates these terms and conditions;

“**Bank**” means Macquarie Bank Limited (ABN 46 008 583 542);

“**Borrower**” means the person noted as such in the Application and the Confirmation Letter;

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Sydney;

“**Client**” means the Borrower and/or the Securities Owner (if any);

“**Confirmation Letter**” means a written confirmation of the details of the Facility from the Bank to the Borrower after the acceptance of an Application by the Bank;

“**Cost**” means any cost, expense, charge, liability or disbursement;

“**Credit Limit**” means in respect of the Loan, the “Loan Amount Required” specified by the Borrower in Section 2 of the Application in respect of the Performance Plus Series Unit Class to be issued by Credit Suisse Investments (Australia) Limited ABN 44 119 605 373 AFSL 320505 as responsible entity of the Credit Suisse Performance Plus Series ARSN 130 458 178 and acquired by the Borrower or such lesser amount as determined by the Bank in its discretion and notified to the Borrower in the Confirmation Letter relating to the Loan.

“**Deed**” includes the Application;

“**Deposit Account**” means any account opened in the name of the Borrower or the Securities Owner with the Bank from time to time in accordance with clause 6.5;

“**Director**” means, where the Borrower is a company, each director of the Borrower who signs the Application as a guarantor;

“**Drawdown Date**” means the date that the principal amount of the Loan is drawn down;

“**Eligible Securities**” means those Securities (or any other type of Secured Property in the Bank’s absolute discretion) approved by the Bank from time to time;

“**Event of Default**” means any event specified as such in Clause 10;

“**Facility**” means the loan facility which may be made available under the Deed;

“**Interest Prepayment Loan - Loan Deed**” means each deed (if any) entered into by the Borrower, the Director (if any), the Securities Owner, the Bank and the Security Trustee pursuant to which an amount is advanced by the Bank to the Borrower relating to the interest to be prepaid under this Deed or any other Macquarie 100% Investment Loan - Loan and Security Deed;

“**Issuer**” means any and all of the companies, trusts, managers or responsible entities which have issued or are responsible for managing any of the Securities which are the subject of this Deed;

“**Loan**” means the principal amount of the Facility advanced or to be advanced by the Bank to the Borrower under Clause 1.1 or so much thereof as remains outstanding from time to time;

“**Loan Account**” means a statement of account setting out some or all transactions relating to the Loan;

“**Loan Security Trust Deed**” means the loan security trust deed dated on or about the date of this Deed between, among others, the Security Trustee and the Bank pursuant to which the Security Trustee is appointed as security trustee for the beneficiaries of the trust established pursuant to that document;

“**Macquarie Investment Lending Rate**” means the interest rate determined by the Bank to be the rate applicable to this Macquarie 100% Investment Loan offer. The rate initially applying to this Facility will be the rate set out in the Confirmation Letter. If the rate is to change, the changed rate will be published in the Australian Financial Review newspaper not later than the day on which that change is to take effect. However, the Bank need not publish the changed rate if it notifies the Borrower of the changed rate by writing to the Borrower not later than the day on which that change takes effect;

“**Material Adverse Change**” means any event or change which, in the Bank’s opinion, has a material adverse effect on:

- (a) the Borrower’s, the Security Owner’s or the Director’s assets, revenue or financial condition; or
- (b) the ability of the Borrower, the Security Owner or the Director to perform any of their respective obligations under this Deed; or
- (c) the ability of the Bank or the Security Trustee to exercise its rights under this Deed.

“**Maturity Date**” means the maturity date notified in writing by the Bank to the Borrower in respect of the Facility;

“**Minimum Loan Amount**” means that amount specified by the Bank from time to time;

“Payment Direction” means the payment direction given by the Securities Owner to the manager, trustee or responsible entity of any trust or managed investment scheme in relation to any of the Secured Property pursuant to Clause 2.1(e) of this Deed.

“Power” means any right, power, authority, discretion, remedy or privilege;

“Rights” means all of the Securities Owner’s right, title and interest in and to all dividends, 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 Securities forming part of the Secured Property;

“Secondary Contact” means each person nominated as a secondary contact by the Borrower or the Securities Owner in the Application.

“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 to the Bank or the Security Trustee on any account or for any reason whatsoever under the Loan, the provisions of this Deed, and the provisions of each and every Interest Prepayment Loan - Loan Deed, Shortfall Repayment Loan - Loan Deed and any other Macquarie 100% Investment Loan - Loan and Security Deed to which the Borrower is a party;

“Secured Property” means:

- (a) any of the Securities or other property which is mortgaged under this Deed (including any proceeds from the sale, redemption, disposal or other dealing with the Secured Property); and
- (b) any other property, real or personal, accepted from time to time by the Security Trustee as security for the obligations of the Borrower under this Deed and which is satisfactory to the Bank.

“Securities” means:

- (a) any units in any public property, share or cash management trust or managed investment scheme;
- (b) any options to purchase, acquire or subscribe for any of the foregoing; and
- (c) any share, debenture, bond, note or marketable security that may be approved by the Bank from time to time, which have been approved by the Bank as security for the Facility.

“Securities Owner” means any person (and includes the Borrower, a Director or any other person) who has or will provide a Security Interest to the Security Trustee over any Securities, whether

under this Deed or any other arrangement, to secure the Secured Moneys;

“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;

“Security Trustee” means Perpetual Trustees Victoria Limited ABN 47 004 027 258 or if Perpetual Trustees Victoria Limited retires or is removed as security trustee, any then substitute security trustee appointed pursuant to the Loan Security Trust Deed;

“Shortfall Repayment Loan - Loan Deed” means each deed (if any) entered into by the Borrower, the Director (if any), the Securities Owner, the Bank and the Security Trustee pursuant to which an amount is advanced by the Bank to the Borrower for the purpose of paying any principal shortfall and associated costs and expenses relating to the Borrower’s investment in another investment product which will be redeemed;

“Transaction” means:

- (a) a sale, purchase, transfer or redemption of Securities; or
- (b) any withdrawal or deposit to an account with the Bank, whether by cheque, telegraphic transfer or bank draft, or any other means, for any purpose other than to satisfy the repayment of the Loan;

“Wilful Default” means, in respect of the Security Trustee, any wilful failure to comply with or wilful breach of any of its obligations under this Deed, other than a wilful failure or wilful breach which:

- (a) is caused by the failure by another person to act where that act is an express precondition to the act of the Security Trustee;
- (b) is in accordance with a lawful court order or direction or otherwise required by law; or
- (c) is in accordance with an instruction or direction from the beneficiaries of the security trust established under the Loan Security Trust Deed (as required).

22.2 In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) references to any document (including the Application) include any variation or replacement to that document; and
- (c) references to any party to this Deed include references to its respective successors and permitted assigns.

Interest Prepayment Loan - Loan Deed

Interest Prepayment Loan - Loan Deed between the Borrower, the Securities Owner, the Director, Macquarie Bank Limited and the Security Trustee.

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1. The Facility

- 1.1 Subject to this Loan Deed 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 prepayment due and owing in respect of the Borrower's Macquarie 100% Investment Loan - Loan and Security Deed. 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 acceptance of the Interest Prepayment Loan Application.
- 1.2 The maximum total amount of financial accommodation available to the Borrower under this Loan Deed is the Interest Prepayment Loan Limit.
- 1.3 The Borrower confirms that this Loan Deed constitutes its irrevocable commitment to prepay the interest amount due on its Macquarie 100% Investment Loan - Loan and Security Deed with the funds under this Loan Deed.
- 1.4 The Borrower irrevocably authorises and directs the Bank, upon acceptance by the Bank of the Borrower's offer to enter into an Interest Prepayment Loan, 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 the Borrower's Macquarie 100% Investment Loan - Loan and Security Deed.
- 1.5 Repayment of the Interest Prepayment Loan is a full recourse obligation of the Borrower. If the Borrower repays its Loan under the Macquarie 100% Investment Loan - Loan and Security Deed prior to the Maturity Date, the Borrower will be required to repay the Interest Prepayment Loan.

2. Conditions Precedent

- 2.1 Satisfaction of the conditions precedent in Clause 2 (Conditions precedent) of the Macquarie 100% Investment Loan - Loan and Security Deed shall also be a condition precedent to the Bank's obligation to provide the Interest Prepayment Loan under this Loan Deed.
- 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 Macquarie 100% Investment Loan.

3. Interest

- 3.1 The Borrower shall pay interest on the Interest Prepayment Loan at the Interest Prepayment Loan interest rate advised by the Bank to the Borrower and at the times notified by the Bank to the Borrower.
- 3.2 Interest 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 but excluding the last day of the period during which it accrues).
- 3.3 The Bank can vary the interest rate and how it is applied under this Loan Deed by written notice or by putting a notice in a national or local newspaper.
- 3.4 The terms of Clause 12 of the Macquarie 100% Investment Loan - Loan and Security Deed shall be incorporated into this Loan Deed as if fully set out herein, mutatis mutandis.

4. Payments

- 4.1 The Borrower must repay the total of an Interest Prepayment Loan to the Bank in accordance with the approval conditions of the Interest Prepayment Loan Application, and in any case, on the earlier of:
 - (a) the Maturity Date; or
 - (b) on the date the total loan then outstanding under the Macquarie 100% Investment Loan - Loan and Security Deed is repaid or becomes repayable for any reason.
- 4.2 If the Borrower repays any part of the fixed interest rate component of the loan under the Macquarie 100% Investment Loan, then the Borrower shall also repay an equivalent proportion of the Interest Prepayment Loan on the same date.
- 4.3 The Borrower may only prepay all or any part of an Interest Prepayment Loan in accordance with Clause 4.2 of the Macquarie 100% Investment Loan - Loan and Security Deed which is incorporated by reference into this Loan Deed as if fully set out herein mutatis mutandis, and at the Bank's discretion, provided that amounts prepaid or repaid under this Loan Deed may not be borrowed again under this Loan Deed.
- 4.4 The terms of Clauses 6.1, 6.2 and 6.3 of the Macquarie 100% Investment Loan - Loan and Security Deed shall be incorporated into this Loan Deed as if fully set out herein mutatis mutandis.

5. Representations, warranties and undertakings

- 5.1 The Borrower, the Securities Owner and the Director each represent and warrant to the Bank and to the Security Trustee that:
- (a) the Interest Prepayment Loan will be applied by the Borrower and the Securities Owner wholly or predominantly for business or investment purposes;
 - (b) each of the Borrower, the Securities Owner and the Director obtain various benefits by entering into, exercising their rights and performing their obligations under this Loan Deed; and
 - (c) each of the Borrower, Securities Owner and the Director are able to pay their debts as and when they become due and payable.
- 5.2 The Borrower, the Securities Owner and the Director shall supply to the Bank:
- (a) when requested to do so:
 - (i) copies of any financial statements for the Borrower, the Securities Owner and the Director for each financial year; and
 - (ii) such additional financial or other information relating to the Borrower, the Securities Owner and the Director as the Bank may from time to time request; and
 - (b) any other information relating to each of the Borrower, the Securities Owner and the Director as is relevant to its continued ability to meet any of its obligations under this Loan Deed.
- 5.3 The Borrower shall supply to the Bank any information relating to the Borrower, the Securities Owner and/or the Director that has changed or been modified since the date the Interest Prepayment Loan was established.
- ## 6. Fees, costs, expenses and indemnities
- 6.1 The Borrower shall pay a direct debit dishonour fee (currently \$50) where a direct debit under this Loan Deed is dishonoured and a fee for extra copies of any statement and reports (currently \$50 and \$10 per page) payable upon request of such copies by or on behalf of the Borrower.
- 6.2 The Borrower may be required to pay a fixed rate break cost where the interest rate on their Interest Prepayment Loan is fixed and they request to repay additional principal amounts prior to the Maturity Date.
- 6.3 The Bank may at any time and from time to time, by means of newspaper advertisement or written notice, impose new fees and charges, and vary any of the fees and charges under this Loan Deed and how they are calculated.
- 6.4 The Borrower shall forthwith upon demand (whether or not the Interest Prepayment Loan is made) pay or reimburse the Bank and the Security Trustee for all Costs, charges and expenses (including stamp duty, GST and legal fees, if any) incurred or payable by the Bank or the Security Trustee in connection with or arising out of this Loan Deed, the arrangement and administration of the Interest Prepayment Loan and the contemplated or actual enforcement of, or preservation of rights under, this Loan Deed.
- 6.5 The Borrower indemnifies the Bank and the Security Trustee from and against all actions, suits, claims, demands, losses, damages and Costs which may be made or brought against or suffered or incurred by the Bank or the Security Trustee arising out of or in connection with:
- (a) any Event of Default;
 - (b) any breach of this Loan Deed by the Borrower;
 - (c) the exercise or non-exercise by the Bank or the Security Trustee of any right, power or remedy contained, referred to or implied in this Loan Deed;
 - (d) a proposed drawing not being made available in accordance with the request for any reason except the default of the Bank or any prepayment of the Interest Prepayment Loan including, without limitation, any loss or expense incurred in respect of:
 - (i) 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;
 - (ii) the termination or reversal of any arrangements entered into in connection with the funding of the Interest Prepayment Loan or under which the Bank has based the interest rate applicable to the Interest Prepayment Loan;

- (iii) any loss of profits that the Bank may suffer by reason of the early liquidation or redeployment of such funds or the termination or reversal of such arrangements; or
 - (e) the Bank or the Security Trustee acting in good faith on instructions which purport to have been provided by the Borrower or the Securities Owner, or any of their respective Secondary Contacts, via facsimile, telephone or electronic means.
- 6.6 Any amount which the Bank or the Security Trustee certifies to the Borrower that it has expended, incurred or will incur, will prima facie be binding for all purposes.

7. Additional early repayment triggers for Macquarie 100% Investment Loan

- 7.1 Without prejudice to the rights of the Bank or the Security Trustee under the Macquarie 100% Investment Loan – Loan and Security Deed, upon the occurrence of either of the following events, the Bank and the Security Trustee shall have the same rights under the Macquarie 100% Investment Loan - Loan and Security Deed as if such events were expressly set out as events of default in Clause 10.1 of that Loan and Security Deed:
- (a) 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;
 - (b) the Borrower, the Director or the Securities Owner fails to duly and punctually perform or comply with any of their other respective obligations under the Interest Prepayment Loan Facility.

8. Mortgage and Guarantee acknowledgements

- 8.1 For the avoidance of doubt, and in consideration of the Bank agreeing to provide the Interest Prepayment Loan to the Borrower, each Securities Owner acknowledges the terms of the mortgage contained in Clause 9, and each Director and Securities Owner acknowledges the terms of the guarantee and indemnity contained in Clause 14, of the Macquarie 100% Investment Loan - Loan and Security Deed and confirms that its obligations and liabilities under that deed:

- (a) continue and remain in full force and effect; and
- (b) extend to secure the liabilities of the Borrower under this Loan Deed as if such liabilities formed part of the Secured Moneys for the purposes of Clause 9 or Clause 14, respectively, of the Macquarie 100% Investment Loan - Loan and Security Deed.

9. Set off and miscellaneous provisions

- 9.1 The Bank may (in addition to any general or banker's lien, right of set off, right to combine accounts or any other right to which it may be entitled), without notice to the Borrower or any other person, set off 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, the Securities Owner and/or the Director with the Bank and any other moneys owing by the Bank to the Borrower, the Securities Owner and/or the Director against the Interest Prepayment Loan.
- 9.2 Clause 19 (Limitation of liability for Bank and Security Trustee), Clause 16 (Notices), Clause 17 (Assignment), Clause 18 (Use of Macquarie Online) and Clause 21 (Miscellaneous) contained in the Macquarie 100% Investment Loan - Loan and Security Deed are each incorporated by reference into this Loan Deed 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.
- 9.3 All payments under this Loan Deed 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 Macquarie 100% Investment Loan - Loan and Security Deed.
- 9.4 The Bank will give to the Borrower semi-annual Loan Accounts.

10. Interpretation

- 10.1 The terms of Clause 22 (Interpretation) of the Macquarie 100% Investment Loan - Loan and Security Deed are incorporated by reference into this Loan Deed (to the extent applicable) as if fully set out in this Loan Deed.
- 10.2 The terms of Clause 20 (Security Trustee Provisions) of the Macquarie 100% Investment Loan - Loan and Security Deed are incorporated by reference into this Loan Deed as if fully set out in this Loan Deed except that references to "this Deed" are replaced with references to "this Loan Deed".

10.3 The following terms shall have the meaning ascribed to them below, unless the context otherwise requires:

"Confirmation Letter" means a written confirmation of the details of the Interest Prepayment Loan Facility from the Bank to the Borrower after the acceptance of an Interest Prepayment Loan Application by the Bank;

"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 Deed or so much thereof as remains outstanding from time to time;

"Interest Prepayment Loan Limit" means, in respect of an Interest Prepayment Loan, an amount equal to the amount of interest to be prepaid under the Borrower's Macquarie 100% Investment Loan - Loan and Security Deed for the period of 12 months commencing on the date of the advance of the Interest Prepayment Loan and ending 12 months after that date and confirmed to the Borrower in the Confirmation Letter relating to that Interest Prepayment Loan;

"Interest Prepayment Loan Application" means the application for an Interest Prepayment Loan made by the Borrower, the Securities Owner and/ or the Director to the Bank and the Security Trustee, on the basis of the Application for Finance which incorporates these terms and conditions;

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

"Loan Account" means a statement of account setting out some or all transactions relating to the Interest Prepayment Loan;

"Macquarie 100% Investment Loan - Loan and Security Deed" means the deed so entitled between the Borrower, the Securities Owner, the Director, the Bank and the Security Trustee (as such terms are defined in that deed) setting out the terms of the financial accommodation provided by the Bank under that deed;

"Maturity Date" means the maturity date notified in writing by the Bank to the Borrower in respect of the Interest Prepayment Loan, being the end of the interest prepayment period, as such date may be extended by the Bank by notice in writing to the Borrower."

Privacy Act 1988 (Cth) Collection Statement

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By completing the Application you may be supplying personal information to us subject to the Privacy Act 1988. You should be aware that:

We will use your information to:


- process your Application;
- assess the credit and other exposure that Macquarie Bank Limited and its related entities have to you;
- send your information to a printing house or an external email service provider for the purposes of administering your loan;
- market products and services of a similar type;
- determine future product and business strategies and to develop our services;
- communicate with you in relation to your account and all transactions relating to it;
- inform your appointed Financial Adviser / Secondary Contact of the status of your facility, and other information regarding transactions relating to it; and
- act in accordance with any relevant legislation which requires us to collect personal information, including without limitation the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth).


Your personal information may be disclosed to related entities and agents of the Bank (here and overseas) for these purposes, as well as to your appointed Financial Adviser/Secondary Contact.

If you do not provide us with all of the information required in the Application, we will not be able to process your Application.

You can contact us by phone, fax or email on the details below and request access to your information. Where there is some legal or administrative reason to deny you access, we will inform you of that reason. There may be some charge to give you full access where your request requires the retrieval and compilation of information that has been archived or is significant in volume.


You can also obtain a copy of our privacy statement on www.macquarie.com.au or by requesting it from us. We can be contacted at:

 1800 210 475

 1800 673 484

 investmentlending@macquarie.com

 www.macquarie.com.au/investmentloan

 Macquarie Investment Lending
GPO Box 4023
Sydney NSW 2001

By signing the Application you consent to the collection, use and disclosure of your personal information for the purposes set out above and also consent to the transfer of your personal information overseas for these purposes.

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 Macquarie Investment Lending Account Management Team.

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

business day means a day (other than a Saturday, a Sunday or a public holiday) on which banks are open for business in Sydney.

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.

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

your loan and security deed means the loan and *security deed* 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 and **your loan and security deed** 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**, it is our policy to 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**. If **you** are uncertain as to when the debit **payment** will be processed to **your account**, you should enquire directly with your **financial institution**.

2. Changes by us

- 2.1 We may vary any details of this **agreement** or a **direct debit request** at any time 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**.
- 3.2 If you request **us** to stop, alter or defer a **debit payment**, **you** must notify **your account manager** in writing at least three (3) **business 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. Alternatively, **you** may contact **your financial institution** to stop, alter or defer a **debit payment**.
- 3.3 **You** may cancel or vary **your** authority for **us** to debit **your account** by contacting **us** or **your financial institution**. However, the terms and conditions which refer to payments under **your loan and security deed** state (amongst other things) that all moneys payable by **you** under **your loan and security deed** 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**. Accordingly, unless **we** agree to this, if **you** cancel your **direct debit request**, then **you** may be in default under **your loan and security deed**.

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 deed**;
 - (c) **you** may be in default under **your loan and security deed**; 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.
- 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 arranging for **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 as **we** are entitled to do so under the Privacy Act; or
- (b) for the purposes of, or in connection with the exercise of any of **our rights** and/or powers under, this **agreement** or **your loan and security deed** (including disclosing information in connection with any query or claim); or
- (c) to the relevant financial institutions in connection with a claim relating to an alleged incorrect or wrongful debit.

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.
- 8.4 Execution by **you** of the **direct debit request** deems **you** to have read and understood the terms of this Direct Debit Request Service Agreement.

Macquarie 100% Investment Loan Application for Finance Checklist

Complete the Application for Finance using **BLACK INK** and print well within the boxes in CAPITAL LETTERS.

Start at the left of each answer space and leave a one box gap between words. If you need assistance completing the Application, please call the Macquarie Account Management Team between 8.00am and 6.00pm (AEST) on 1800 210 475

Before you submit your Application for Finance to Macquarie please ensure you:

<p>Read and understand the Credit Suisse Performance Plus Series Product Disclosure Statement dated 8 September 2009 and complete the Application for Finance form contained in that Product Disclosure Statement.</p>	<input type="checkbox"/>
<p>Complete the following sections in the Application for Finance:</p> <p>Section 1 – Financial Adviser and borrower details (individual/joint/company/trustee)</p> <p>■ If you do not have a financial adviser, please ensure you have attached:</p> <ul style="list-style-type: none"> - two original certified copies* of your driver's licence or passport (for all Individual Applicants or Individual Trustee Applicants); or - two original certified copies* of your trust deed or trust deed extract (for Individual Trustee or Corporate Trustee Applicants). <p>Please do not provide an IFSA/FPA Form.</p> <p>■ If you have a financial adviser, please ensure you have attached:</p> <ul style="list-style-type: none"> - a completed copy of the relevant IFSA/FPA Form; or - two original certified copies* of your driver's licence or passport (for all Individual Applicants or Individual Trustee Applicants); or - two original certified copies* of your trust deed or trust deed extract (for Individual Trustee or Corporate Trustee Applicants). <p>* Original certified copies must be posted or hand delivered to Macquarie. Emailed or faxed copies will not be accepted.</p>	<input type="checkbox"/>
<p>Section 2 – Loan Amount per Unit Class investment</p> <p>Please note:</p> <p>■ You are applying for a separate Macquarie 100% Investment Loan for each class of units that you nominate (each a “Unit Class Investment”) which are to be issued by Credit Suisse Investments (Australia) Limited ABN 44 119 605 373 AFSL 320505 as responsible entity of the Credit Suisse Performance Plus Series ARSN 130 458 178. This means that each loan in respect of each Unit Class Investment loan will have a separate facility number and you will receive loan statements and correspondence for each facility. You must complete a separate Application for Finance form in respect of each Unit Class Investment.</p> <p>■ The minimum loan amount is \$20,000. The Credit Limit for each loan relating to a Unit Class Investment should be the same as the Portfolio Investment Amount stated in the Performance Plus Series Application Form contained in Credit Suisse Performance Plus Series Product Disclosure Statement dated 8 September 2009 or such lesser amount as the Bank determines.</p> <p>■ If you are applying for more than one class of Units, you will need to complete a separate Macquarie Bank 100% Investment Loan Application for Finance for each separate Unit Class.</p> <p>■ If you are applying for a Unit Class C Shortfall Repayment Loan, you must also read the separate Shortfall Repayment Loan brochure dated 12 November 2009 and complete the Shortfall Repayment Loan Application Form attached to that brochure.</p>	<input type="checkbox"/>
<p>Section 3 – Interest Payment Options</p> <p>You should consider whether you wish to apply for an Interest Prepayment Loan. If you are applying for a Unit Class C Shortfall Repayment Loan, you cannot apply for an IPL.</p>	<input type="checkbox"/>
<p>Section 4 – Additional Financial Adviser Payments (optional)</p> <p>■ This section should only be completed if you wish to increase the amount of trailing commission per annum and/or amount of upfront commission that your financial adviser is paid.</p>	<input type="checkbox"/>
<p>Section 5 – Direct Debit Request</p> <p>Important:</p> <ul style="list-style-type: none"> ■ All bank accounts must be in the name of the borrower. ■ Both account holders must sign this section if it is a joint bank account. 	<input type="checkbox"/>

Section 6 – Statement of Financial Position

■ You must complete this section and provide one of the following forms of income verification if your loan application is \$150,000 or above:

- your last three payslips; or
- your previous year's tax return or group certificates accompanied by contact details of your employer; or
- an accountant certificate declaring your income; or
- a declaration from your employer confirming your income.

■ Verification of assets is required if your loan application is \$300,000 or above. You must provide:

- a copy of account statements confirming deposits and/or net holdings; and
- rates notices for property owned; or
- a letter from your accountant confirming your assets.

Both income and asset verification is mandatory if you are also applying for a Shortfall Repayment Loan.

Section 7 - Business Purpose Declaration

To be signed by individual applicants only.

Section 8 – Offer to the Bank and the Security Trustee/Consents/Acknowledgments by Applicants

Important:

- Make sure you read and understand your rights and obligations when signing the Application for Finance.
- If joint applicants, make sure both applicants sign the Application for Finance.
- If a corporate applicant and the company has more than one director, at least two directors must sign.
- When you sign as a director you also sign as a Guarantor.

If you are the Borrower/Securities Owner, you must also sign and deliver the Irrevocable Payment Direction in Section 8.

If you are applying for a Shortfall Repayment Loan for Unit Class C, please complete the Shortfall Repayment Loan Application for Finance. You will need to provide income and asset verification documents with this Application for Finance.

Please ensure you have the following documentation before you apply for a Performance Plus Series investment:

- Completed Performance Plus Series Application Form
- Completed Macquarie 100% Investment Loan Application for Finance with supporting documentation required.

If you are applying for a Shortfall Repayment Loan (only available to Unit Class C investors) please ensure you have the following additional documentation before you apply for a Performance Plus Series investment:

- A copy of your unwind quote form from your current protected investment loan provider dated within 1 month of your Application for Finance.
- A copy of your completed redemption form for your current protected investment loan
- The loan statement for your current protected investment loan with a start date no earlier than January 2009 and for a minimum 6 month period (this is to confirm good conduct)
- Financial Adviser Declaration.

Collate and send all documentation above to:

Macquarie Investment Lending
GPO Box 4023
Sydney NSW 2001

Macquarie 100% Investment Loan Application for Finance



Please ensure this is submitted with the applicant's Application for Finance to ensure the Financial Adviser is recorded on the loan facility when established.

This section is for Financial Adviser use only

Financial Adviser/Broker place stamp here Wealth Focus Pty Ltd PO Box 760 Manly, NSW 1655 Tel: 1300 559869	Special Instructions
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1. If you are a Financial Adviser and have previously referred a Macquarie Investment Lending product, please complete the section below:

Financial Adviser Name										
Dealer Group										
Financial Adviser Company Name										
Work Phone Number ()					Mobile Phone Number					
Financial Adviser Macquarie Access Code ("MAC") (if applicable)										

2. If you are a Financial Adviser using the Macquarie 100% Investment Loan for the first time, please complete the section below:

Financial Adviser Name										
Dealer Group										
Financial Adviser Company Name										
Financial Adviser Postal Address										
Suburb										
Country										
State					Postcode					
Work Phone Number ()					Mobile Phone Number					
Fax Number ()										
Financial Adviser Macquarie Access Code ("MAC") (if applicable)										
Email Address										
Assistant Name										
Work Phone Number ()					Mobile Phone Number					
Assistant MAC (if applicable)										

For more information regarding this Application for Finance please contact:

Financial Adviser Yes No Assistant Yes No

Financial Adviser own loan? Yes No

I give permission for a member of the Account Management Team to contact my client directly to confirm any incomplete details in this Application for Finance. Please note – in certain circumstances, we may be required to contact your client directly.

New financial advisers only: Please call our Account Management Team on 1800 210 475 for a "New Financial Adviser Details Information" form. Please note the above details will be used to pay trailing commissions.

Financial Adviser Declaration – AML / CTF Verification Records and Customer Identification Procedures

AML/CTF requirements mean you must complete all relevant fields in this Application for Finance, as well as provide two copies of the following:

- a completed copy of the relevant IFSA/FPA Form (only if you have a Financial Adviser); or
- an original certified copy of your driver's licence or passport (for all Individual Applicants or one Individual Trustee Applicants); or
- an original certified copy of your trust deed or trust deed extract (for Individual Trustee or Corporate Trustee Applicants).

If you have a Financial Adviser and they are providing an IFSA/FPA Form, please ensure they read and complete the below.

Please complete and enclose a copy of the relevant Investment and Financial Services Association Limited/Financial Planning Association of Australia Identification Form ("IFSA/FPA Form") in relation to the Borrower(s) referred to in this Application for Finance.

By ticking this box and submitting the relevant IFSA/FPA Form with this Application for Finance, as the Financial Adviser, I represent to Macquarie that I am appropriately licensed under the Corporations Act 2001, and I:

1. have followed the IFSA/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, on request, original verification and identification records obtained by the Financial Adviser in respect of the Borrower, being those records referred to in the IFSA/FPA Form;
3. will provide details of the customer identification procedures adopted by the Financial Adviser in relation to the Borrower;
4. have kept a record of the Borrower's identification and verification and will retain these in their file for a period of 7 years after their relationship with the Borrower has ended;
5. will use reasonable efforts to obtain additional information from the Borrower if Macquarie requests the Financial Adviser to do so;
6. will not knowingly do anything to put Macquarie in breach of the AML/CTF Laws; and
7. will notify Macquarie immediately if I become aware of anything that would put Macquarie in breach of AML/CTF Laws.

If you have previously provided Macquarie Investment Lending with an IFSA/FPA Form for the applicant(s) of this Application for Finance, you may not be required to complete another IFSA/FPA Form.

For ease of processing, please provide details of the Macquarie Investment Lending facility(s) where a relevant IFSA/FPA Form has been provided for each applicant.

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

Name	<input style="width: 100%;" type="text"/>
Facility Name	<input style="width: 100%;" type="text"/>
Facility Number	<input style="width: 20%;" type="text"/>
Name	<input style="width: 100%;" type="text"/>
Facility Name	<input style="width: 100%;" type="text"/>
Facility Number	<input style="width: 20%;" type="text"/>
Name	<input style="width: 100%;" type="text"/>
Facility Name	<input style="width: 100%;" type="text"/>
Facility Number	<input style="width: 20%;" type="text"/>

Residential Address

Address

Suburb

State Postcode

Previous Residential Address (Please complete if less than three years at current Residential Address)

Address

Suburb

State Postcode

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

Work Phone Number () Home Phone Number ()

Fax Number () Mobile Phone Number

Email Address

Are you an Australian resident for tax purposes? If no, please specify your country of tax residence.

Yes No Country

GearUp

GearUp provides you with complete and secure online client service. In order to access GearUp, you will require a Macquarie Access Code (MAC). Do you already have a MAC? (You will be automatically issued with a MAC, if you do not specify otherwise).

Yes If yes please specify No

Please attach an original certified copy of your driver's licence or passport. If the relevant IFSA/FPA Form is provided, you are not required to, unless you are a Financial Adviser and this is your own investment. If you are applying as a Trust which has more than one Individual Trustee, and are not providing an IFSA/ FPA Form, only one Trustee needs to provide an original certified copy of their driver's licence or passport.

Section 1c - Corporate Borrower/Securities Owner Details.

If you are not a corporate borrower please proceed to Section 1d.

Please mark the appropriate box

Corporate Borrower/
Securities Owner

Corporate Trustee Borrower/Securities Owner
(also complete Section 1d)

Please note if you are a corporate borrower, a Company Charge Service Fee of \$175 applies (see page 10 of this brochure for details) and this amount will be debited from your primary nominated bank account within 30 days from loan approval. Please ensure that sufficient funds are available.

Company Name

ACN

Company's Registered Address

Name

Address

Suburb

Country

State Postcode

Company's Principal Place of Business (if different from above)

Address

Suburb

Country

State Postcode

Section 2 - Loan Amount. This section is mandatory.

Please specify the Credit Limit you would like applied to your Macquarie 100% Investment Loan for each Unit Class investment.

Please note:

- You are applying for a Macquarie 100% Investment Loan for (the "Unit Class Investment") nominated below which is to be issued by Credit Suisse Investments (Australia) Limited ABN 44 119 605 373 AFSL 320505 as responsible entity of the Credit Suisse Performance Plus Series ARSN 130 458 178. You must complete a separate Application for Finance form and apply for a separate loan in respect of each Unit Class Investment
- The minimum loan amount is \$20,000. The Credit Limit for each Unit Class Investment Loan should be the same as the Portfolio Investment Amount stated on the Performance Plus Series Application form contained in the Credit Suisse Performance Plus Series Product Disclosure Statement dated 8 September 2009 or such lesser amount as the Bank determines.

Performance Plus Series – Unit Class Investment Loan Amount required

Unit Class A \$, , .

OR

Unit Class B \$, , .

OR

Unit Class C \$, , .

If you wish to apply for more than one class of units, please complete a separate Application for Finance form for each such class.

Macquarie Shortfall Repayment Loan – only available for Unit Class C investors.

Please tick below if you would like to apply for a Macquarie Shortfall Repayment Loan.

Yes, I would like to apply for the Macquarie Shortfall Repayment Loan

If you are applying for a Unit Class C Macquarie Shortfall Repayment Loan, you must complete a separate Macquarie Shortfall Repayment Loan Application for Finance. **Please note that in order for your Macquarie Shortfall Repayment Loan to be approved, you must read, understand and acknowledge the terms set out in the Macquarie Shortfall Repayment Loan documents and return the Macquarie Shortfall Repayment Loan Application for Finance to Macquarie along with this application.**

Section 3 - Interest Payment Options. This section is mandatory.

Please indicate your preferred interest payment option by ticking **one of the boxes** below.

Interest Payment Option	Interest Payment Option	Description of Interest Payment Option
<input type="checkbox"/>	1	Variable Pay interest monthly in arrears at an interest rate which may be varied.
<input type="checkbox"/>	2	Fixed to June 2011 Pay interest monthly in arrears from loan commencement date until June 2010, then pay interest annually in advance until June 2011.
<input type="checkbox"/>	3	Fixed for the term of the loan Pay interest monthly in arrears from loan commencement date until June 2010, then pay interest annually in advance each June for the term of the loan.
<input type="checkbox"/>	4	Fixed in arrears for the term of the loan Pay interest monthly in arrears for the term of the loan.

Interest Prepayment Loan – only available in June.

The Interest Prepayment Loan is ONLY available if you elect option 2 or 3 above. Please refer to the term sheet relating to your investment to determine if an Interest Prepayment Loan is available for your selected investment. If you are applying for a Macquarie 100% Investment Loan outside of June, you must re-apply for an Interest Prepayment Loan in June if you wish to use this Loan to fund your prepayment of interest.

Please tick below if you would like to apply for an Interest Prepayment Loan (only available for Macquarie 100% Investment Loan offers in June).

Yes, I would like to offer to enter into an Interest Prepayment Loan to fund the interest prepayment on my Macquarie 100% Investment Loan for 12 months.

Please tick below the interest rate option you wish to apply to your Interest Prepayment Loan.

Variable interest rate, interest payable monthly in arrears.

Fixed interest rate, interest payable monthly in arrears.

Interest on the Interest Prepayment Loan will also be direct debited from your nominated bank account.

Section 7 - Business Purpose Declaration. To be signed by all individual non-corporate applicants.

I/We declare that the credit to be provided to me/us by the Bank as the credit provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

IMPORTANT

**You should not sign this declaration unless this loan is wholly or predominantly for business or investment purposes.
By signing this declaration you may lose your protection under the Consumer Credit Code.**

Borrower 1

Print full name (Borrower 1/Director 1)

Signature (Borrower 1/Director 1)

Date / /

Borrower 2

Print full name (Borrower 1/Director 1)

Signature (Borrower 1/Director 1)

Date / /

Section 8 - Offer to the Bank and the Security Trustee/Application for Credit - Consents/Acknowledgment. To be read by all applicants.

Privacy and General Consent

Macquarie Bank Limited ABN 46 008 583 542 (the "Bank")

I/We acknowledge that I/we have made an application for credit from the Bank.

I/We agree that the Bank (and any other person or company who at any time provides or has any interest in the credit) can do any of the following at any time:

1. Commercial credit information. Seek and use commercial credit information about me/us to assess an application for consumer credit or commercial credit and to assess my/our credit worthiness.
2. Consumer information. Seek and use consumer credit information about me/us provided by a credit reporting agency to assess an application for consumer credit or commercial credit, to assess my/our credit worthiness, to collect overdue payments from me/us and/or to assist me/us to avoid defaulting on my/our credit obligations.
3. Collection of overdue payments. Seek and use a credit report about me/us provided by a credit reporting agency to collect overdue payments from me/us and to assist me/us to avoid defaulting on my/our credit obligations.
4. Exchange of information between credit providers. Seek from and use or give to another credit provider (including any other credit provider who has lent money on the same security) any information about my/our credit worthiness, credit standing, credit history or credit capacity. In particular, the Bank may provide a reference on me/us.
5. Exchange of information with financial advisers. Seek from and use or give to any broker, financial consultant, accountant, lawyer or other financial adviser acting on connection with any financing provided or proposed to be provided to me/us any consumer or commercial credit information.
6. Provide information to credit reporting agencies. Give to any credit reporting agency personal or commercial information about me/us. The information includes identity particulars; the fact that credit has been applied for and the amount; the fact that the Bank is the current credit provider to me/us; payments which become overdue more than 60 days, and for which collection has commenced; advice that payments are no longer overdue; advice that cheques drawn by you/us have been dishonoured more than once; in specific circumstances, that in the opinion of the Bank, you have committed a serious credit infringement; and the credit provided to me/us by the Bank has been paid or otherwise discharge.
7. Provide information for securitisation. Disclose any report or personal information about me/us to another person in connection with funding or managing financial accommodation by means of an arrangement involving securitisation.
8. Provide information to guarantors. Provide personal information about my/our credit worthiness to any person who proposes to guarantee or has guaranteed repayment of any credit provided to me/us.
9. Provide personal information and any of the above information to my Secondary Contact.

Power of Attorney - Macquarie Bank Limited and the Security Trustee

- I/We hereby irrevocably and by way of security appoint each of Macquarie Bank Limited ABN 46 008 583 542 (the "**Bank**") and Perpetual Trustees Victoria Limited ABN 47 004 027 258 (the "**Security Trustee**") (and each of its officers, employees, agents and solicitors from time to time, any assignee of or successor to the rights of Macquarie Bank Limited or Perpetual Trustees Victoria Limited under the Macquarie 100% Investment Loan – Loan and Security Deed to which we are or will be a party to ("**Deed**"), and any receiver appointed under the Deed) severally (the "**Attorney**") as the true and lawful agent and attorney in fact of each of:
 - The Borrower,
 - The Securities Owner; and
 - The Director, (with full power of substitution, delegation and revocation as the Attorney may deem expedient)
- To sign and deliver, on behalf of the Borrower, the Securities Owner and the Director the following:
 - The Macquarie 100% Investment Loan - Loan and Security Deed ('Deed') in the form which is attached to the application.
 - Any Notice of Mortgage relating to units in a public unit trust or any other Securities (as defined in the Deed).
 - To instruct the issuer or manager of any Securities (as defined in the Deed) or broker or any other person with respect to any dealings with the Securities.
- To do any other act or thing which, in the opinion of the Attorney, is necessary or desirable in connection with the Deed or the Securities or the protection or perfection of the interests of Macquarie or the exercise of the rights, powers and remedies of Macquarie. I/we hereby further authorise the Attorney to do the following with respect to any of the documents referred to above:
 - Complete any blanks;
 - Make any amendments or additions thereto;
 - Do, execute and perform any other deed, matter, act or thing which in the opinion of the Attorney ought to be done, executed or performed to perfect the document and make it effective; and
 - To attend to the completion stamping or registration of all related and ancillary documentation.
- To do (either in the name of the Borrower or the Securities Owner (as the case may be) or the Attorney) all acts and things:
 - that the Borrower or the Securities Owner (as the case may be) is obliged to do under this Deed; or
 - which, in the opinion of the Bank, are necessary or desirable in connection with the Securities or the protection or perfection of the Bank's interests or the exercise of the rights, powers and remedies of the Macquarie; or
 - which the Borrower or the Securities Owner can do as owner of the Securities including:
 - transfers, exercising of options or warrants, redemption requests, applications for certificates,
 - any notification or direction that may be required or desirable to be given to any share registry, Issuer or CHESS in respect of the Securities or the Borrower or Securities Owner,
 - any necessary or desirable instruction, notice or direction to any manager, trustee or responsible entity relating to Securities which are units in a managed investment scheme, including notification to the responsible entity of any managed investment scheme to make a notation in the register that the Bank has a security interest in the units to which the request relates, and
 - any conversion or transfer of the Securities to a new HIN; or
 - which the Borrower or the Securities Owner have authorised the Bank to undertake on their behalf including to apply for and redeem or sell any or all of the Securities and to take up or dispose of any rights or other entitlements accruing from time to time in respect of any Securities; or
 - which the Borrower or the Securities Owner have authorised the Bank to undertake on their behalf including the signing of any document amending or supplementing this Deed, and the establishment of any account and the undertaking of transactions on that account.
- I/We declare that anything done by the Attorney pursuant to the powers given to the Attorney will be binding on me/us as if those acts had been done by me/us. I/We agree to indemnify the Attorney against any loss or costs it suffers or incurs in exercising the powers specified above. The Attorney may exercise the powers granted above even if it involves a conflict of duty or a conflict of interest. I/We will at all times ratify and confirm whatever the Bank or the Security Trustee does, or causes to be done, in exercising its rights under this power of attorney.
- I/We declare that the powers given to the Attorney will continue in force until all actions taken under it have been completed, despite the discharge, expiration or termination of the Deed.

Secondary Contact

Provide details of your Financial Adviser or another person (other than the Applicant) who you authorise to act on your behalf in relation to the Loan (your "Secondary Contact"):

Your Secondary Contact will be authorised to issue instructions to the Bank on your behalf over a range of transactions. The Bank will contact this person for instructions in relation to your Loan in the event that you are uncontactable.

You are agreeing that the Bank is authorised to accept instructions from your Secondary Contact on your behalf for the following:

- General transaction requests relating to securities, corporate actions, managed funds, redemptions and switches.
 - Cash transfers between nominated bank accounts, instructions relating to interest rates and credit limits.
- Under no circumstances will the Bank accept a funds transfer request to a non-nominated bank account under instructions from your Secondary Contact.

Consents/Acknowledgements

- I/We acknowledge that by signing this Application and returning it to the Bank, I/we authorise the Bank to act on any instruction given to it by the Secondary Contact (or any of their employees, agents or representatives) that I/we have nominated in respect of the transaction types that I/we have consented to above.
- I/We acknowledge that the Bank may verify instructions or obtain additional information by contacting any one or more of the persons that I/we have authorised for this purpose, but is not obliged to.
- I/We acknowledge that the Bank will continue to act on requests and instructions from my Secondary Contact until I/we revoke my/our consent.

Borrower's/Company Borrower's Signature.

I/We acknowledge and declare that:

- (a) All the financial information provided as part of this application is true and correct.
- (b) I/We authorise Macquarie to provide information on the status of this facility to my nominated financial adviser, usual stockbroker or authorised Secondary Contact.
- (c) I/We have read and understood the terms and conditions of the Macquarie 100% Investment Loan-Loan and Security Deed, the Interest Prepayment Loan - Loan Deed, the Direct Debit Request Service Agreement and the Risk Disclosure Declaration contained in the brochure titled "Macquarie 100% Investment Loan" dated November 2009 from which I/we obtained this Application and Direct Debit Request.
- (d) I/We authorise Macquarie to draw a cheque from my/our Macquarie 100% Investment Loan made payable to the Issuer on my/our behalf pursuant to the Power of Attorney.
- (e) I/We consent to the collection, use and disclosure of my/our personal information for the purposes set out in the Privacy Act 1998 (Cth) Collection Statement and agree to the matters set out in Section 8 - Offer to the Bank and the Security Trustee / Application for Credit - Consents / Acknowledgement.
- (f) I/We acknowledge that if I/we have applied for an Interest Prepayment Loan, I/we will be deemed to have applied for a Loan separate from any Macquarie Bank 100% Investment Loan and each such Interest Prepayment Loan provided to me/us by the Bank will be governed by the terms set out in the Interest Prepayment Loan - Loan Deed as if that deed was a separate deed.
- (g) I/We acknowledge that the Bank and the Security Trustee may or may not accept my/our offer(s) in this Application in their absolute discretion.

Anti-Money Laundering Acknowledgements

- (a) I/We will not knowingly do anything to put Macquarie in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws) and I/we will promptly notify Macquarie if I/we am/are aware of anything that would put Macquarie in breach of AML/CTF Laws.
- (b) If requested, I/we will provide additional information and assistance and comply with all reasonable requests to facilitate Macquarie's compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction.
- (c) I/We am/are not aware and have no reason to suspect that:
 - a. the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and
 - b. proceeds of investment made in connection with this product will fund illegal activities.
- (d) I/We acknowledge that Macquarie is subject to AML/CTF Laws. In making an application pursuant to this brochure I/we consent to Macquarie disclosing, in connection with AML/CTF Laws, any of my/our Personal Information (as defined in the Privacy Act 1988 (Cth)) Macquarie has.
- (e) I/We acknowledge that if Macquarie suspects that I/We am/are are in breach of any laws relating to AML/CTF applicable in Australia or elsewhere, or Macquarie believes it is required to take action under any laws relating to AML/CTF or any other applicable law in Australia or elsewhere, Macquarie may take any action it considers appropriate, including transferring or freezing my/our Macquarie 100% Investment Loan units and refusing or ceasing to provide me/us with services, in order to comply with any laws relating to AML/CTF or any request of a relevant authority. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. If this occurs, Macquarie is not liable to me/us for any consequences or losses whatsoever and I/we agree to indemnify Macquarie if we are found liable to a third party in connection with the freezing or blocking of my/our account.
- (f) I/We acknowledge that Macquarie may in its absolute discretion, with or without notice to Me/Us, disclose or otherwise report the details of any transaction or activity, proposed transaction or activity in relation to my/our Macquarie 100% Investment Loan (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 laws relating to AML/CTF applicable in Australia or elsewhere.
- (g) I/We acknowledge that Macquarie retains the right not to provide services or issue products to any Applicant that Macquarie decides, in its sole discretion, that it does not wish to supply.

Offer for Macquarie 100% Investment Loan

By executing and submitting this Application, each Borrower, Director and Securities Owner offers to enter into a Deed with the Bank and the Security Trustee on the terms set out in the Macquarie 100% Investment Loan - Loan and Security Deed that is included in this brochure.

Offer for Interest Prepayment Loan

If I tick the box "Yes, I would like to apply for an Interest Prepayment Loan to fund the interest prepayment on my Macquarie 100% Investment Loan for 12 months" in Section 3 of this Application, each Borrower, Director and Securities Owner offers to enter into a Deed with the Bank and the Securities Trustee on the terms and conditions of the Interest Prepayment Loan - Loan Deed that is included in this brochure.

Each Borrower, Director and Securities Owner acknowledges that the above offers made by me/us are irrevocable and may not be amended without the Bank and the Security Trustee's prior consent.

Acceptance

1. Each Borrower, Director and Securities Owner acknowledges that Macquarie Bank may communicate acceptance of my/our offers to the Bank and the Security Trustee by any means including:
 - (a) in relation to a Macquarie 100% Investment Loan, advancing part or all of the "Loan Amount Required " set out in Section 2 of this Application in relation to a class of Credit Suisse Performance Plus Series Units (or such lesser amount as approved by the Bank in its discretion);
 - (b) in relation to an Interest Prepayment Loan, advancing part or all of the Interest Prepayment Loan Limit (or such lesser amount as approved by the Bank in its discretion);
 - (c) notifying the Borrower, Director and Securities Owner of acceptance, including but not limited to by means of email, sms, letter or facsimile transmission.

This Application may be executed by each Borrower, Securities Owner and Director and the Bank and Security Trustee in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed that counterpart.

The parties acknowledge that the Security Trustee is requested to counter-sign this application form solely for the purposes of acknowledging acceptance of the offer made by each Borrower, Director and Securities Owner to enter into the Macquarie 100% Investment Loan - Loan and Security Deed and (if applicable) the Interest Prepayment Loan - Loan Deed. The Security Trustee has no other rights, responsibilities or obligations in respect of the matters set out in this application.

Executed by the Borrower/Securities Owner as a deed in accordance with section 127(1) of the Corporations Act by authority of its directors:

Either Borrower or 2 Directors or 1 Director and 1 Company Secretary of a Corporate Borrower or Corporate Trustee Borrower must sign here.

Executed by the Borrower/Securities Owner or the Director (as guarantor) as a deed.

Borrower 1/Securities Owner/Director (as Guarantor) 1

Print full name (Borrower 1/Securities Owner 1/Director 1 (as Guarantor))

Signature (Borrower 1/Securities Owner 1/Director 1 (as Guarantor))

Date [] [] / [] [] / [] [] [] []

Print full name of Witness*

Signature

Date [] [] / [] [] / [] [] [] []

Borrower 2/Securities Owner/Director (as Guarantor) 2

Print full name (Borrower 2/Securities Owner 2/Director 2 (as Guarantor))

Signature (Borrower 2/Securities Owner 2/Director 2 (as Guarantor))

Date [] [] / [] [] / [] [] [] []

Print full name of Witness*

Signature

Date [] [] / [] [] / [] [] [] []

* Where the Borrower/Securities Owner/Guarantor is an individual, its signature must be witnessed by a person that is not a party to this deed.

Irrevocable Payment Direction

To:
Credit Suisse Investments (Australia) Limited ABN 44 119 605 373 AFSL 320505 as responsible entity of the Credit Suisse Performance Plus Series ARSN 130 458 178 or any substitute or replacement entity ("Responsible Entity")
Macquarie Bank Limited ABN 46 008 583 542 (the "Bank")
MGI Protected Asset Financing No. 1 Pty Limited as Issuer (the "Issuer")

Re: Irrevocable Payment Direction

Each/The Borrower as the Securities Owner has recently acquired units issued by the Responsible Entity of the Credit Suisse Performance Plus Series ARSN 130 458 178 (the "Units") using the proceeds from the Macquarie 100% Investment Loan granted by Macquarie Bank Limited to the Securities Owner(s) (the "Loan"). Each/The Securities Owner has granted a mortgage to Perpetual Trustees Victoria Limited ABN 47 004 027 258 (the "Security Trustee") over those Units.

For so long as the Security Trustee has a mortgage over the Units and no action has been taken by, or on behalf of, the Security Trustee to enforce that mortgage, each/the Securities Owner hereby irrevocably directs the Responsible Entity to pay the proceeds from the redemption of the Units in the following order of priority:

- (a) first, an amount equal to principal amount then outstanding on the Loan (as determined by the Bank and advised to the Responsible Entity) directly to the Issuer (or as the Issuer may otherwise direct) at the bank account nominated by the Issuer from time to time and advised to the Responsible Entity; and
- (b) second, any amount then remaining directly to the Bank (or as the Bank may otherwise direct) at the bank account nominated by the Bank from time to time and advised to the Responsible Entity (which amount will be applied by the Bank towards any moneys then owing to it and, if there are any amounts remaining after such application, will be repaid to each/the Securities Owner).

If the Responsible Entity is aware that action has been taken by, or on behalf of, the Security Trustee to enforce that mortgage, the Responsible Entity must pay all proceeds from the redemption of the Units to the Security Trustee (or as the Security Trustee may otherwise direct) at the bank account nominated by the Security Trustee from time to time and advised to the Responsible Entity.

Each/The Securities Owner acknowledges that in acting on this irrevocable payment direction the Responsible Entity will rely on determinations made by the Bank (as to the amount of the principal amount outstanding on the Loan) and agrees that the Responsible Entity will not be liable to the Securities Owner(s) for any acts or omissions where such acts or omissions are a result of the Responsible Entity acting in good faith in accordance with such determinations and this irrevocable payment direction generally.

This direction is governed by and construed in accordance with the laws of New South Wales and is executed by each/the Securities Owner as a deed.

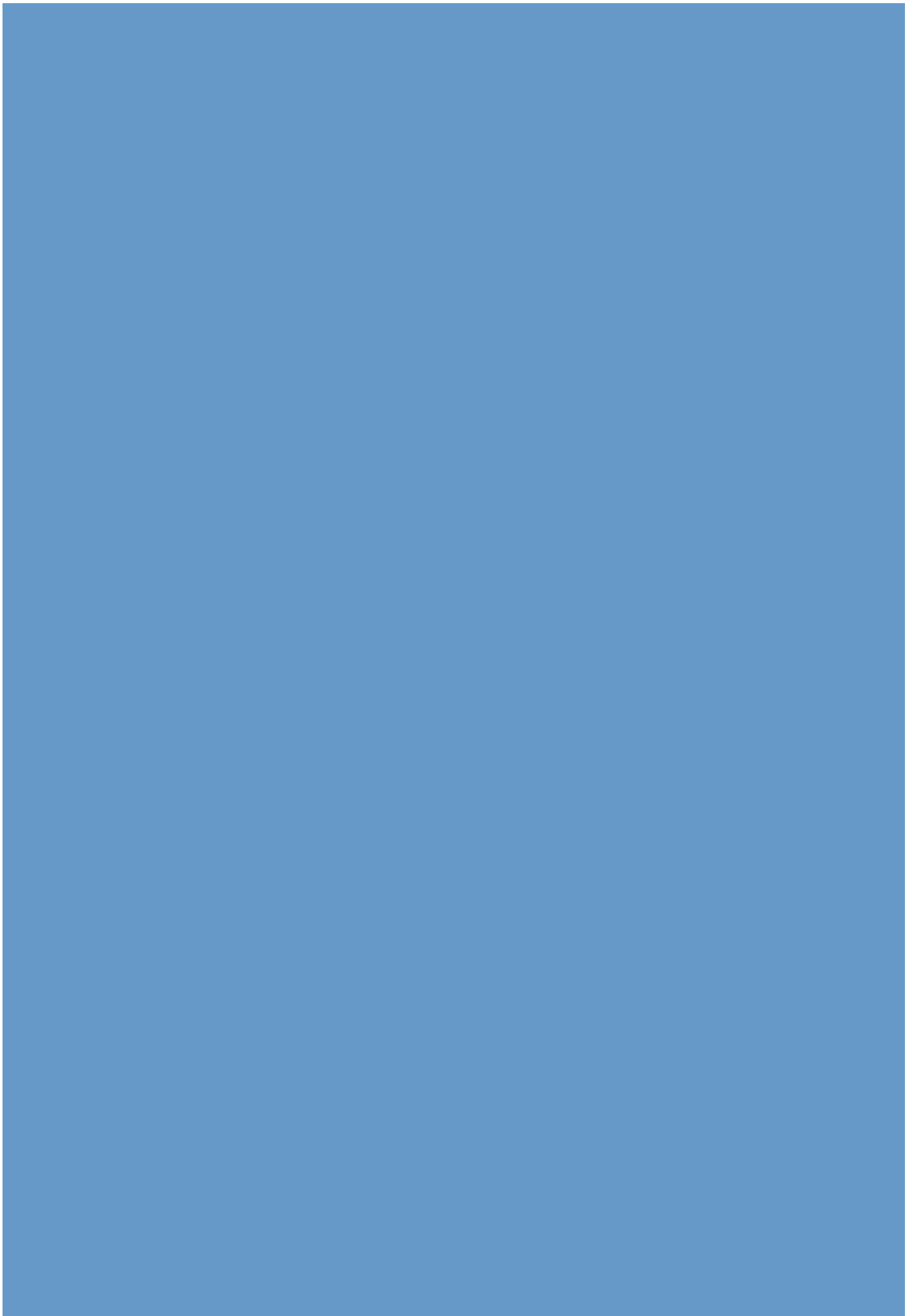
Executed by the Borrower as a deed in accordance with section 127(1) of the Corporations Act by authority of its directors:

Either Borrowers or 2 Directors or 1 Director and 1 Company Secretary of a Corporate Borrower or Corporate Trustee Borrower must sign here.

<p>Borrower 1/Securities Owner 1/Director (as Guarantor) 1</p> <p>Print full name (Borrower 1/Securities Owner 1/Director 1)</p> <p>Signature (Borrower 1/Securities Owner 1/Director 1)</p> <p>Date / /</p> <p>Print full name of Witness*</p> <p>Signature</p> <p>Date / /</p>	<p>Borrower 2/Securities Owner 2/Director (as Guarantor) 2</p> <p>Print full name (Borrower 2/ Securities Owner 2/Director 2)</p> <p>Signature (Borrower 2/ Securities Owner 2/Director 2)</p> <p>Date / /</p> <p>Print full name of Witness*</p> <p>Signature</p> <p>Date / /</p>
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* Where the Borrower is an individual, its signature must be witnessed by a person that is not a party to this deed.

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