

Thank you for requesting this Product Disclosure Statement from Funds Focus.

### ***How to Apply***

Please have a read through the PDS and if you would like to invest the application pages can generally be found towards the back of the document. You will only need to send the application section back with a cheque/direct debit payable direct to the investment company (not ourselves). You should take note of any minimum investment amounts that may apply and proof of ID that is now required for the new Anti-Money Laundering regulations.

Then mail the completed application directly to us.

We will then check to ensure your form is completed correctly before forwarding your document on to the investment provider on your behalf.

Wealth Focus Pty Ltd  
Reply Paid 760  
Manly  
NSW 1655

Please note that we are unable to track applications mailed directly to the product provider and therefore cannot guarantee that your discounts have been applied in these instances.

Should you wish to take advantage of our free annual valuation and tax report for all your investments you should complete our broker nomination form for The Wealth Focus Investment Service.

Regards

**Suliaman Ravell**  
Managing Director



## **Requirements for verifying your identity under the new Anti Money Laundering (AML)/Counter Terrorism Financing (CTF) Act**

The AML/CTF Act came into effect on the 12<sup>th</sup> December 2007. All financial planning and fund management companies are now required to collect, verify and store specific customer information before arranging investment services for a client. It is designed to prevent, detect and protect Australian business from money laundering and the financing of terrorist activities.

As such, we request that all new applications are sent with 'certified documentation'.

**We have found that the easiest way to provide the required documentation is to have a copy of your driving licence *or* passport certified by Australia Post or a Justice of the Peace (please see following page for a full list of individuals that can certify documentation).**

**Once this has been completed, under the current requirements we will not require you to send identification again.**

### **What you need to do**

You will need to enclose a certified piece of photographic evidence or one piece of primary non-photographic evidence and one piece of secondary evidence (please refer to the Identification Form for document requirements), with your application form and post to us at the following address

**Wealth Focus Pty Ltd**

Reply Paid 760

Manly

NSW 1655

Please do not send us original driving licences or passports as these can very easily get lost in the post. Copies of documents can be certified by an authorised individual, they will need to sight and verify that the copy is a 'certified true copy', sign, date, print their name and list their qualification.

**ANTI-MONEY LAUNDERING REQUIREMENT FOR NEW APPLICATIONS  
IDENTIFICATION FORM A**

**GUIDE TO COMPLETING THIS FORM**

- Please contact us on 1300 55 98 69 if you have any queries.
- If you wish to apply in the name of a trust or company, please contact us for an alternative identification form.  
**SMSF's and retail superannuation applications do not need to provide ID** (an online check will be performed for SMSFs)

**Attach** a certified copy of the ID documentation used as proof of identity. ID enclosed should verify your full name; and **EITHER** your date of birth or residential address.

- Complete Part I (or if the individual does not own a document from Part I, then complete either Part II or III.)

**PART I – ACCEPTABLE PRIMARY ID DOCUMENTS**

	Select ONE valid option from this section only
<input type="checkbox"/>	Australian State / Territory driver's licence containing a photograph of the person
<input type="checkbox"/>	Australian passport (a passport that has expired within the preceding 2 years is acceptable)
<input type="checkbox"/>	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
<input type="checkbox"/>	Foreign passport or similar travel document containing a photograph and the signature of the person*

**PART II – ACCEPTABLE SECONDARY ID DOCUMENTS – should only be completed if the individual does not own a document from Part I**

	Select ONE valid option from this section
<input type="checkbox"/>	Australian birth certificate
<input type="checkbox"/>	Australian citizenship certificate
<input type="checkbox"/>	Pension card issued by Centrelink
<input type="checkbox"/>	Health card issued by Centrelink
	<b>AND ONE</b> valid option from this section
<input type="checkbox"/>	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. <i>Block out the TFN before scanning, copying or storing this document.</i>
<input type="checkbox"/>	A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
<input type="checkbox"/>	If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school

**Who can verify customer identity documents?**

Please find below a list of all the Approved Individuals that can certify documents:

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

**IN**street

# Mast

## Series 11

S&P/ASX 200 Price Return Index Linked  
Deferred Purchase Agreements

## Series 12 & 13

ARC (Absolute Return from Commodities)  
Deferred Purchase Agreements

Product Disclosure Statement



Dated 17 October 2011

The issuer of this Product Disclosure Statement is  
**Instreet Structured Investment Pty Ltd**  
ACN 140 407 558

Issue arranged by **Instreet Investment Limited**  
ABN 44 128 813 016 as authorised representative under  
AFS Licence No. 246801

# Important information

This PDS is for the offer of an agreement to purchase the ordinary shares as specified in the Product Summary ("Delivery Assets") on certain terms including deferred delivery ("the Offer"). This PDS is dated 17 October 2011 and is issued by Instreet Structured Investment Pty Ltd ("the Issuer") and arranged by Instreet Investment Limited ("the Arranger") pursuant to section 911A(2)(b) of the Corporations Act. Pursuant to section 911A(2)(b), the Issuer will issue the Units in accordance with the offer made by the Arranger.

This PDS has not been lodged, and is not required to be lodged with the Australian Securities and Investments Commission ("ASIC"). The Issuer will notify ASIC that this PDS is in use in accordance with the Corporations Act. ASIC and its officers take no responsibility for the contents of this PDS.

All fees are inclusive of GST after taking into account any expected reduced input tax credits (unless stated otherwise).

All monetary amounts referred to in this PDS are given in Australian dollars (unless otherwise specified). All references to legislation in this PDS are to Australian legislation. Explanations as to tax treatment and other features of the Offer have been provided for Australian investors.

Instreet Investment Limited ABN 44 128 813 016 ("Instreet") will be the Arranger for investors into the Units and will coordinate your investment in the Units. Instreet is an authorised representative (ASIC Authorised Representative No.322612) of EA Financial, LP under Australian Financial Services Licence No. 246801. EA Financial, LP is responsible for overseeing the services of Instreet but does not guarantee or otherwise provide assurance in respect of the obligations of Instreet or the Issuer.

Instreet can be contacted on 1300 954 678 or at Level 34, 50 Bridge Street, Sydney, NSW Australia. EA Financial, LP can be contacted on (02) 8224 9360, or facsimile (02) 8224 9380, or Level 11, 387 George Street Sydney 2000 NSW.

Instreet acts on behalf of EA Financial, LP.

Neither Barclays Bank PLC ("**Barclays**"), its associates, nor any members of the Barclays Group (being Barclays PLC and its subsidiary undertakings) ("**Barclays Group**"):

- (i) has authorised or caused the issue of;
- (ii) has made or authorised the making of any statement or representation on the accuracy or completeness of the information in; or
- (iii) accept any responsibility for, this Mast Series 11, 12 & 13 Product Disclosure Statement, nor are they providing any financial services to you or any Investors in the Units.

Barclays expressly disclaims and takes no responsibility for any statements in, or omissions from, this Mast Series 11, 12 & 13 Product Disclosure Statement. This applies to the maximum extent permitted by law.

Barclays and its associates or related entities and the individuals associated therewith may receive fees in connection with the investments and transactions described in this Mast Series 11, 12 & 13 Product Disclosure Statement, and may (in various capacities) have positions or deal in transactions or securities (or related derivatives) identical or similar to those described herein.

Neither Barclays, its associates nor any member of the Barclays Group, gives any warranty or guarantee as to the investment performance of any Mast Series 11, 12 & 13 Units, any return or rate of return on your investment or repayment of capital invested in any one of the Mast Series 11, 12 & 13 Units. An investment in any Mast Series 11, 12 & 13 Units is not a deposit with or other liability of Barclays or any member of Barclays Group, and is subject to investment risk including possible delays in repayment and loss of income or loss of principal invested.

## Investments in the Units

This PDS is an important document which should be read before making a decision to acquire the Units\*. The information in this PDS is general information only and does not take into account your investment objectives, financial situation or particular needs or circumstances.

Nothing in this PDS is a recommendation by the Issuer or its related entities or by any other person concerning investment in the Units or the Reference Index or any specific taxation consequences arising from an investment by you in the Units. You should also obtain independent financial and taxation advice as to the suitability of this investment to you having regard to your investment objectives, financial situation and particular needs. No cooling off rights apply to investments in the Units.

**Potential investors should note that the Issuer retains discretion not to proceed with the issue of Units on the Commencement Date and will terminate any Units already issued if that occurs. In particular, the Issuer will not proceed with the issue of Units and will terminate any Units already issued if it considers that it and its affiliates have not completed sufficient arrangements for hedging their respective obligations in respect of the Units. If a decision is made not to proceed with the issue of Units and to terminate any Units already issued, the Issuer will return application monies, being the Loan Establishment Fee and first Interest Payment to applicants or investors (as applicable) without interest within 10 Business Days of the scheduled Commencement Date.**

## Eligible investors and electronic PDS

This PDS and the Offer are available only to Australian resident investors receiving this PDS (including electronically) in Australia. Applications from outside Australia will not be accepted. If you are printing an electronic copy of this PDS you must print all pages including the Application Form. If you make this PDS available to others, you must give them the entire electronic file or printout, including the Application Form and any additional documents that the Issuer may require such as identification forms for the purpose of satisfying Australian anti-money laundering legislation.

The Units have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States or to, or for the benefit of U.S. persons unless the Units are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

## Updated information

Information set out in this PDS is subject to change from time to time. Information not materially adverse to Investors in the Units may be amended without issuing an updated or supplementary PDS. You can find this updated information at any time on the Instreet website at:

[www.instreet.com.au](http://www.instreet.com.au)

A paper copy of this PDS (and any supplementary documents) can be obtained free of charge on request by contacting Instreet. Instreet can be contacted on 1300 954 678 or at Level 34, 50 Bridge Street, Sydney, NSW Australia.

## Further information

For more information about the Units, please contact Instreet on 1300 954 678 or at Level 34, 50 Bridge Street, Sydney, NSW Australia.

## Making an investment

Units can be issued only if you use an Application Form (including relevant attachments) attached to either a paper or electronic copy of this PDS. To make additional investments in the Units, Investors should contact the Issuer.

## Returns not guaranteed

The returns are not guaranteed. In fact, you could lose your entire Total Interest Amount and fees. Neither the Issuer or any of their associates or subsidiaries guarantees the return on your investment in the Units or any gain. Please refer to Section 4 "Risks" in this PDS.

## Superannuation fund investors

Superannuation funds can invest in Units. Superannuation fund investors should take particular note of the representations and warranties they make when investing – see clause 13.2 in Section 14 "Terms of the Deferred Purchase Agreement" of this PDS.

## Definitions

Capitalised terms used in this PDS have the meaning given in Section 16 "Definitions" or in the relevant Product Summary in Sections 1, 2 or 3.

## \*Nature of the Units

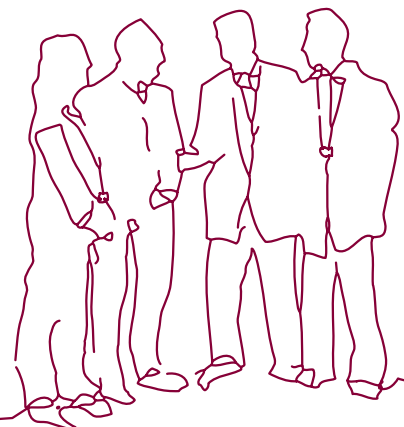
The Units are securities for the purposes of Chapter 7 of the Corporations Act.

Please note "Units", when used in this PDS, means an agreement to buy the Delivery Asset between the Issuer and the Investor pursuant to the Deferred Purchase Agreement. The Units are not units in a managed investment scheme.

## Instreet

Instreet works closely with the financial adviser community to create and distribute investment products that harness inspiration, market insight and intelligent structuring.

After identifying adviser needs and market trends, Instreet builds investment products by sourcing quality wholesale providers from around the world. By doing so, Instreet makes institutional assets available to individual investors. Instreet's products are administered by recognised financial institutions and Instreet obtains ratings from research houses. The end result is a selection of investment products designed to better achieve the goals of client and adviser.



# Timetable

The following table briefly summarises some of the key dates contained in this PDS which is common to all Series of Units offered under this PDS. Additional specific information (including other key dates) which is relevant to each Series of Units is contained in the relevant Product Summary in either Section 1 "Product Summary - Mast Series 11" or Section 2 "Product Summary – Mast Series 12 & 13". Further information relevant to all Series offered under this PDS is included in Section 3 "General Product Summary". It is not intended to be a complete summary of this PDS and you should read the entire PDS before deciding whether to invest. The information in this section is qualified in its entirety by the more detailed explanations in applicable sections in the PDS and specifically Section 14 "Terms of the Deferred Purchase Agreement".

## Timetable\*\*

<b>Issue Opening Date</b>	17 October 2011
<b>Issue Closing Date</b>	9 December 2011 Cleared funds must be received by this time.
<b>Commencement Date</b>	22 December 2011, or as soon as reasonably practicable thereafter as determined by the Issuer
<b>First Period</b>	The Commencement Date to the First Period End Date inclusive.
<b>First Period End Date</b>	28 December 2012 or if such day is not a Calculation Date, the next following Calculation Date.
<b>Second Period</b>	The Second Period Start Date to the Second Period End Date inclusive.
<b>Second Period Start Date</b>	28 December 2012 or if such day is not a Calculation Date, the next following Calculation Date.
<b>Second Period End Date</b>	30 December 2013 or if such day is not a Calculation Date, the next following Calculation Date.
<b>Third Period Start Date</b>	30 December 2013 or if such day is not a Calculation Date, the next following Calculation Date.
<b>Third Period</b>	The Third Period Start Date to the Maturity Date inclusive.
<b>Issuance Averaging Dates (Series 11 &amp; 13 only)</b>	22 December 2011, 23 January 2012, 22 February 2012 or if such day is not a Calculation Date, the next following Calculation Date.
<b>Maturity Averaging Dates (Series 11 &amp; 13 only)</b>	31 October 2014, 28 November 2014, 31 December 2014 or if such day is not a Calculation Date, the next following Calculation Date.
<b>Maturity Date</b>	31 December 2014 or if such day is not a Calculation Date, the next following Calculation Date.  The Units may mature early in the case of an Early Maturity Event, and Maturity may be extended in the case of a Market Disruption Event and/or an Early Maturity Event. The Maturity Date will only be varied by the Issuer and may be varied at the Issuer's discretion.
<b>Investment Term</b>	Approximately 3 years.
<b>Loan Drawdown Date</b>	22 December 2011 or if such day is not a Business Day, the next following Business Day.
<b>Loan Reset Dates</b>	10 Business Days after the first and second Coupon Determination Dates, or if such day is not a Business Day, the next following Business Day.
<b>First Interest Payment Date</b>	22 December 2011 or if such day is not a Business Day, the next following Business Day.
<b>Subsequent Interest Payment Dates</b>	10 Business Days after the second and third Coupon Determination Dates, or if such day is not a Business Day, the next following Business Day.
<b>Coupon Determination Dates</b>	28 December 2012, 30 December 2013, 31 December 2014 or if such day is not a Calculation Date, the next following Calculation Date.

## Timetable\*\*

<b>Coupon Payment Dates</b>	10 Business Days after the applicable Coupon Determination Date, or if such day is not a Business Day, the next following Business Day.
<b>Buy-Back Dates</b>	Quarterly on the last Business Day of March, June, September and December commencing June 2012. Investors must lodge their Buy-Back request no later than 10 Business Days before the relevant Buy-Back Date.
<b>Settlement Date</b>	Maturity Date plus 10 Exchange Business Days
<b>Business Day</b>	A day that is a business day in Sydney
<b>Exchange Business Day</b>	A day which is both a Business Day and on which the ASX is open for trading.
<b>Calculation Date</b>	A Trading Day on which the Reference Index Calculation Agent calculates the Reference Index Value.

If a date set out in the table above is not a Business Day, then the relevant date will be the next following Business Day.

\*\*This timetable is indicative only. The Issuer may, in its discretion, extend or shorten the Offer Period for a Series without prior notice. If this happens, all dates may vary. The Issuer may also defer the Commencement Date for a Series, in which case the Maturity Date and other consequential dates for the Series may vary. If the Issuer varies the Offer Period or the Commencement Date, it will post a notice on the website informing applicants of the change at [www.instreet.com.au](http://www.instreet.com.au).

# The Units will only gain economic exposure to the Reference Index on the Commencement Date. If a decision is made for any reason not to issue Units, the Issuer will return application monies, being the Loan Establishment Fee and first Interest Payment, to applicants or investors (as applicable) without interest within 10 Business Days of the scheduled Commencement Date. The Units may mature early in the case of an Early Maturity Event, and the Maturity Date may be extended in the case of a Market Disruption Event.

### Applications and issue of Units

If the Issuer accepts an Application, the Units will be issued within one month upon receipt of cleared funds of the application monies (which comprises the Loan Establishment Fee and the first Interest Payment) as specified in the Application from an investor. The Unit's economic exposure to the relevant Reference Index will begin on the Commencement Date. If a Unit is issued prior to the Commencement Date, it will have no economic exposure until the Commencement Date.

If for any reason the exposure to the relevant Reference Index cannot be achieved on the Commencement Date, investors will be refunded their application monies, being the Loan Establishment Fee and first Interest Payment, without interest, and any Units already on issue will be terminated.

# The Deferred Purchase Agreement

## Overview

An investment in Mast Series 11, 12 or 13 Units offered under this PDS is an investment in a Deferred Purchase Agreement ("DPA" or "Units"). The investment aims to provide Investors with the potential to benefit from growth of the relevant Reference Index.

The performance of the DPA is linked to the performance of the Australian stock market as measured by the S&P/ASX 200 Price Return Index ("S&P/ASX 200 Price Index") subject to a transparent volatility targeting overlay (collectively the "Reference Index") (for Series 11) or an Absolute Return Commodities Index being the Barclays Capital ComBATS VOLT 5% Excess Return Index (for Series 12 & 13) (the "Reference Index"). The Reference Index for Series 12 & 13 incorporates volatility targeting.

Investors in the Units must take out a compulsory 100% limited recourse loan (the "Loan"), under which Investors borrow 100% of the Total Investment Amount.

This investment carries risk. Before investing, potential investors should read this entire PDS to make sure they fully understand the risks of investing in the Units and having exposure to the Reference Index, and speak to their own financial, legal and tax advisors. This document does not take into account a potential investor's own financial needs, investment goals or financial circumstances.

### An investment in Series 11, 12 or 13 Units may suit you if you:

- Are seeking exposure to the Australian equity market or an Absolute Return Commodities Index. Please refer to <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND> for more information on the Absolute Return Commodities Index which is the Reference Index for Series 12 & 13.
- The exposure that each Reference Index has to the relevant Underlying Index is adjusted by reference to the volatility of the Underlying Index. This means that there is the opportunity for enhanced returns from an increased exposure to the Underlying Index during times of low volatility of the Underlying Index. However, during times of high volatility, Investors may have significantly less than 100% exposure to the performance of the Underlying Index. Please refer to "Volatility risk" in Section 4 of the PDS.
- Are seeking leverage via a compulsory 100% limited recourse Loan to fund your investment throughout the Investment Term, which is not subject to any personal credit enquiries.
- For Series 11 & 13 only, are seeking fixed annual cash Coupons at the end of the First Period and Second Period, with the potential for a final Coupon at Maturity depending on the returns of the Reference Index over the Investment Term.
- For Series 12 only, are seeking the potential to receive income in the form of annual cash Coupons during the Investment Term. The Coupons are contingent and depend on the returns of the Reference Index over the Investment Term.
- Want an investment with a defined outcome on the downside, where losses are limited to the Total Interest Amount and fees.
- Are seeking an "Annual Walk Away" feature. The option, once a year prior to the applicable Loan Reset Date, to walk-away from your investment prior to the Maturity Date with no penalties.
- Fully understand the risks of investing in equity-linked investments (for Series 11) and commodity-linked investments (for Series 12 & 13).
- Intend to buy and hold Units until Maturity.
- May be seeking an investment which is suitable for self-managed superannuation funds.
- For Series 12 & 13 only, want an investment with the potential to perform in all market conditions with un-correlated returns to equities and bond markets.

The investment may not suit you if you are seeking low-risk returns, you do not want an investment with leverage, you do not believe that the Reference Index by the Maturity Date will increase by more than the Total Interest Amount and the amount of all fees paid, or you do not have sufficient financial resources to bear the risks associated with an investment in these Units, which could include the loss of your entire Total Interest Amount and all fees paid. Before investing in the Units, you should consider carefully the risks that may affect the financial performance of the investment. For more information, please refer to Section 4 "Risks" of this PDS.

The Units are issued subject to a Fixed Charge granted by the Custodian to secure repayment of the 100% compulsory Loan.

Before investing in the DPA you should consider carefully the risks that may affect the financial performance of the investment. For more information, please refer to Section 4 "Risks" of this PDS.

# Benefits and Features

The Units offered under this PDS seek to provide you with the following **benefits and features**:

		<b>For more information, see</b>
<b>Investment opportunities</b>	<p>The Units offer an Investor the opportunity to access the potential upside growth of:</p> <ul style="list-style-type: none"> <li>▪ the Australian stock market (Series 11); or</li> <li>▪ an Absolute Return Commodities Index (Series 12 &amp; 13).</li> </ul> <p>The Reference Index for Series 11, 12 &amp; 13 is determined by reference to the volatility of and exposure to the Underlying Index over the Investment Term, including the potential for enhanced returns from an increased exposure to the Underlying Index during times of low volatility of the Underlying Index.</p> <p>This investment exposure is subject to risks, limitations and conditions.</p>	<p>Section 1 "Product Summary – Mast Series 11"</p> <p>Section 2 "Product Summary – Mast Series 12 &amp; 13"</p> <p>Section 3 "General Product Summary"</p> <p>Section 4 "Risks"</p>
<b>Compulsory 100% Limited Recourse Loan</b>	<p>Investors must borrow 100% of their Total Investment Amount on the Loan Drawdown Date. The Loan is limited recourse, and Investors are required to prepay their annual Interest Payment on the Loan Amount in advance.</p> <p>The Loan is limited recourse to your interest in the Units (including any corresponding Delivery Assets or Sale Monies). This means that once you have paid the Interest Payments, even if your return on the Units is insufficient to repay the Loan Amount, you will not be required to pay anything more (even on Early Maturity or Issuer Buy-Back).</p> <p>The limited recourse Loan is subject to risks, limitations and conditions.</p>	<p>Section 3 "General Product Summary"</p> <p>Section 4 "Risks"</p>
<b>Interest on the Loan Amount</b>	<p>Interest on the Loan Amount must be pre-paid annually in advance. Each annual Interest Payment is 8.25% (Series 11) or 6.35% (Series 12) or 6.85% (Series 13) of the Loan Amount per Period.</p> <p>Investors must prepay the interest on the Loan Amount for the first year on the first Interest Payment Date for the Loan Amount to be drawn down on the Loan Drawdown Date and the Loan Amount used to pay the Total Investment Amount.</p> <p>In the following years, you will have the choice whether or not to prepay interest for the relevant Period prior to the respective Interest Payment Dates for those following years.</p> <p>If you do not pay the Interest Payment by the Interest Payment Date, your Loan and investment in the Units will be terminated, and, for Series 11 &amp; 13, you will not be entitled to the Coupon for the previous Period.</p> <p>Investors in Series 11 &amp; 13 may elect to either pay the Interest Payment or to set off the fixed Coupon against the relevant Interest Payment and only pay the difference on the respective Interest Payment Date.</p> <p>Investors should note that there is no guarantee that returns on the Units will exceed the amount of any interest paid.</p>	<p>Section 3 "General Product Summary"</p> <p>Section 4 "Risks"</p>

## Benefits and Features Continued

		<b>For more information, see</b>
<b>Potential Coupons</b>	<p>In respect of Series 11 &amp; 13 only, fixed Coupons of 4% of the Issue Price are payable at the end of the first two Periods. At Maturity, a third uncapped Coupon may be payable, conditional on the positive performance of the Reference Index in excess of the first two Coupons already paid.</p> <p>In respect of Series 12 only, the Units have the potential to pay annual Coupons during the Investment Term, linked to the performance of the Reference Index. All Coupons for Series 12 are uncapped and are conditional on the positive performance of the Reference Index.</p>	<p>Section 1 "Product Summary – Mast Series 11"</p> <p>Section 2 "Product Summary – Mast Series 12 &amp; 13"</p> <p>Section 3 "General Product Summary "</p>
<b>Annual Walk Away Option</b>	The Units are designed for Investors with a three year investment horizon, however, they allow the Investor the annual choice to continue or discontinue the Loan at the end of each year and therefore, discontinue their investment in the Units without penalty.	Section 3 "General Product Summary"
<b>Term</b>	<p>Approximately 3 years.</p> <p>Investors may request a redemption of all or part of their Units on each quarterly Buy-Back Date. There may also be costs, e.g. Break Costs and Loan Break Costs, associated with early redemption. Application for Units should be made only by persons intending to hold Units for the entire Investment Term.</p>	<p>Section 1 "Product Summary – Mast Series 11"</p> <p>Section 2 "Product Summary – Mast Series 12 &amp; 13"</p> <p>Section 3 "General Product Summary "</p> <p>Section 4 "Risks"</p>
<b>Simple application</b>	Investors may access Units in the Series by completing the Application Form attached to this PDS.	Section 3 "General Product Summary"
<b>A defined outcome</b>	An Investor's potential financial loss is limited to their prepaid interest amount and fees.	Section 3 "General Product Summary"
<b>Self-Managed Superannuation Funds</b>	An investment in the Units may be suitable for self-managed superannuation funds.	Section 3 "General Product Summary"

# Risks

Some of the significant **risks** of an investment in the Units are outlined below. Further information on the below listed risks as well as other significant risks and other risks which may be applicable to investing in the Units are outlined in Section 2 "Risks". Investors should ensure they have closely read Section 4 "Risks" of the PDS before investing in the Units.

<b>Participation Rate and Volatility risk</b>	<p>The positive (and negative) performance of the Reference Index will be affected by the level of exposure that the Units have to the Underlying Index. The level of exposure to the Underlying Index is determined by the Participation Rate which depends on volatility. Where the Participation Rate is greater than 100%, the Investors' exposure to increases and decreases in the Underlying Index will be magnified. Where the Participation Rate is less than 100%, this means that the Units will have less than 100% exposure to any increases (and decreases) in the Underlying Index.</p> <p>If the volatility of the Underlying Index is high, then the Units will have low exposure to the Underlying Index, even if the Underlying Index is performing well.</p> <p>Conversely, if the volatility of the Underlying Index is low and the Underlying Index is performing poorly, the Units will have enhanced exposure to the poor performance of the Underlying Index.</p> <p>If the Participation Rate for a Series is below 100% then Investors have less than 100% exposure to the Underlying Index. It is possible that the Participation Rate may be zero and Investors have no exposure to the Underlying Index.</p> <p>As at the date of the PDS, due to current volatility levels, the Participation Rate in respect of Series 11 is approximately 52%. This means that the Reference Index and the Units have significantly less than 100% exposure to the performance of the Underlying Index. There is risk that the Participation Rate may remain below 100% for the entire Investment Term. This may limit the performance of the Units and any Coupons that may be payable.</p>	Section 4 "Risks"
<b>Coupons</b>	<p>For Series 12 only, the receipt of Coupons is uncertain. There will be no Coupon paid to Investors if there has not been an increase in the Reference Index over the respective Period of the Investment Term to which the Coupon relates. There is a risk that the Reference Index (or any component of the Reference Index) may perform poorly on each respective Period End Date or the Maturity Date.</p> <p>If Investors in Series 12 do not receive any Coupons, the Final Value per Unit will be applied to repayment of the Loan Amount so Investors have effectively lost their Total Interest Amount and any fees paid.</p> <p>For Series 11 &amp; 13, there are two fixed Coupons of 4.0% of the Issue Price paid at the end of the first two Periods. There is the potential for a final uncapped Coupon payable at Maturity, depending on the positive performance of the Reference Index from the Commencement Date to the Maturity Date inclusive, less the sum of all Coupons in the first two Periods. The calculation of the final Coupon payment is subject to averaging. In circumstances where the Reference Index performs well during the final 3 months of the Investment Term, the final Coupon could be lower than if the return on the Reference Index were calculated not using the average of a number of observation dates taken during the Third Period. In circumstances where the Reference Index performs well during the first 3 months of the Investment Term, the final Coupon could be lower than if the return on the Reference Index were calculated not using the average of a number of observation dates taken at or following the Commencement Date.</p> <p>The receipt of final uncapped Coupons for Series 11 &amp; 13 is not guaranteed. There will be no Coupon paid to Investors at Maturity if there has not been an increase in the Reference Index over the Investment Term in excess of the sum of the first two Coupons previously paid.</p>	Section 4 "Risks" Section 5 "Worked Examples"

## Risks Continued

<b>Final Value per Unit</b>	<p>The Final Value per Unit is the Issue Price of \$1.00 per Unit. The Final Value per Unit only applies at Maturity.</p> <p>If an Early Maturity Event occurs, or you request an Issuer Buy-Back you may receive less than the Issue Price of \$1.00 per Unit and you will not receive a refund of any prepaid Interest Payments made or fees.</p> <p>Note that as the Loan is a limited recourse Loan, the Lender cannot take any action against you to recover any amount beyond your interest in the Units. Even if your return on the Units is insufficient to repay the Loan Amount, you will not be required to pay anything more.</p>	<p>Section 4 "Risks"</p> <p>Section 5 "Worked Examples"</p>
<b>Interest Payments</b>	<p>There is no guarantee that the Units will generate returns in excess of the Total Interest Amount and fees. Additionally, in the event of an Investor requested Issuer Buy-Back, an Early Maturity Event or you elect to utilise the Annual Walk-Away Option, your Units terminate and you will not receive a refund of any prepaid Interest Payments or fees, and, for Series 11 &amp; 13, you will not be entitled to the Coupon for the previous Period.</p>	
<b>Leverage Risk</b>	<p>Gains (and losses) may be magnified by the use of a 100% Loan. However, note that the Loan is a limited recourse loan. Investors are not able to recover prepaid Interest Payments or any Loan Establishment Fee in the event of an Investor requested Issuer Buy-Back or an Early Maturity Event.</p>	<p>Section 4 "Risks"</p>
<b>Creditworthiness of the Issuer, Hedge Provider and Security Trustee</b>	<p>The Units are secured obligations of the Issuer. The Issuer may not be able to meet its obligations under the DPA, but has granted Investors a charge (known as the Issuer Charge) which is held on trust by the Security Trustee.</p> <p>If the Issuer fails to (i) make a payment or delivery on its due date; or (ii) meet any other obligation under the DPA and in the Security Trustee's opinion (acting on the instructions of the Investor) the failure is materially adverse to the Investors and cannot be remedied (or has not been remedied within 5 business days of written notice), the Security Trustee may enforce the Issuer Charge.</p> <p>In this case, Investors are unsecured creditors of the Hedge Provider. Investors' rights of recourse against the Issuer on a default are limited to the assets subject to the Issuer Charge. The Hedge for the relevant Series is subject to the Issuer Charge. The Hedge will comprise customised call option(s) entered into between the Issuer and the Hedge Provider under which the Issuer hedges its obligations to pay the Final Value and any Coupons.</p> <p>If the Issuer Charge is enforced by Security Trustee on behalf of Investors, the Hedge Provider will then owe its obligations (if any) under the Hedge to the Security Trustee for and on behalf of Investors in the affected Series. In this case the Security Trustee will receive from the Hedge Provider any amounts due to the Issuer under the Hedge and will distribute these to Investors. Investors should note that amounts received following enforcement of the Charge could be reduced due to costs related to enforcement or fees due to the Security Trustee.</p> <p>Investors should, however, be aware that a default by the Issuer under the DPA may also be a default under the Hedge (for example, if the Issuer is insolvent). If this is the case, the Hedge Provider will have the power (but not the obligation) to terminate the Hedge and calculate the termination value of the Hedge. This termination value may be significantly less than the Issue Price and may be zero. This means that Investors may receive zero and lose their Total Interest Amount and any fees paid even if the Issuer Charge is enforced. There are also risks involved with the enforcement of the Issuer Charge, please refer to "Risk relating to enforcement of Issuer Charge and appointment of administrator" in Section 4 "Risks".</p>	<p>Section 4 "Risks"</p> <p>Section 8 "Parties to the Offer"</p> <p>Section 12 "Additional Information"</p>

<b>Creditworthiness of the Issuer, Hedge Provider and Security Trustee (continued)</b>	<p>This structure has the effect of passing through the credit rating of the Hedge Provider and protecting different product Series from cross-liability issues (other than on an insolvency of either the Issuer or the Hedge Provider). The Issuer will only deal with Hedge Providers who are banks rated Investment Grade or better or a subsidiary of a bank rated Investment Grade or better. The Hedge Provider may not be able to meet its obligations under the Hedge. The Security Trustee may not be able to perform its obligations under the Issuer Charge and Security Trust Deed.</p> <p>A relevant factor for the assessment of counterparty risk of the Issuer is the financial strength of the Issuer and the Hedge Providers. The financial statements for the Issuer and Instreet Investment Limited are available free of charge upon the request of Investors by contacting the Issuer on 1300 954 678 or from the Issuer's website at <a href="http://www.instreet.com.au/about-us/more-information">http://www.instreet.com.au/about-us/more-information</a>. Please see Section 4 "Risks" for more information regarding counterparty risk and Section 8 "Parties to the Offer" for more information regarding the Issuer.</p>	<p>Section 4 "Risks" Section 8 "Parties to the Offer" Section 12 "Additional Information"</p>
<b>Liquidity risk</b>	<p>You may not be able to realise your investment when you want to. Applications for an Issuer Buy-Back are only available quarterly and are subject to acceptance at the discretion of the Issuer. In addition, there is no secondary market for the Units.</p>	<p>Section 4 "Risks" and Section 10 "Sale of Units before Maturity – Issuer Buy-Back"</p>
<b>Early Maturity risk</b>	<p>The Units can mature early if an Early Maturity Event occurs or if an Investor requests an Issuer Buy-Back and consequently Break Costs and Loan Break Costs may be incurred.</p> <p>In the case of Early Maturity, the amount Investors receive may be significantly less than what they would have received had they held the Units to Maturity.</p>	<p>Section 4 "Risks" and Section 10 "Sale of Units before Maturity – Issuer Buy-Back"</p>
<b>Foreign Exchange (Series 12 &amp; 13 only)</b>	<p>There is no foreign exchange risk where the Units are held to Maturity. However, if Investors exit the investment early (either because of Early Maturity or Issuer Buy-Back), they may be exposed to foreign exchange risk.</p>	<p>Section 4 "Risk Factors"</p>

# Contents

PDS – Instreet Mast

Mast Series 11 – S&P/ASX 200 Price Return Index Linked Deferred Purchase Agreements

Mast Series 12 & 13 – ARC (Absolute Returns from Commodities) Deferred Purchase Agreements

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# 1. Product Summary – Mast Series 11

This Offer of Units in the Mast Series 11 provides Investors with a 100% leveraged five year investment, that aims to provide investors with the potential to benefit from the performance of the Underlying Index, subject to a transparent volatility overlay (together the "Reference Index").

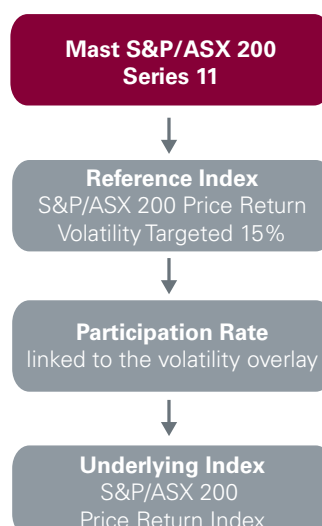
In addition to reading this section, you should also refer to the Timetable and Section 3 "General Product Summary" which contain the key dates and a description of key features of the Units which apply to all Series of Units offered under this PDS.

## Underlying Index and Reference Index

The Reference Index is a volatility target overlay over the Underlying Index i.e. S&P/ASX 200 Price Return Index. See below under "Reference Index" and "Underlying Index" for more information.

### Key information

<b>Reference Index Calculation Agent</b>	Instreet Investment Limited ABN 44 128 813 016
<b>Underlying Index Sponsor</b>	Standard & Poor's, a division of The McGraw-Hill Companies, Inc.
<b>Interest Payment</b>	The Interest Payments are 8.25% of the Loan Amount per Period. This is a Total Interest Amount of 24.75% of the Loan Amount over the 3 year Investment Term.
<b>Reference Index</b>	<p>The Reference Index methodology employs a variable Participation Rate (as set out in Section 15 "Formulae &amp; Calculations") to determine the Unit's exposure to the Underlying Index. The variable Participation Rate will range from a minimum of 0% to a maximum of 150%, depending on the volatility of the Underlying Index over the previous 100 Calculation Dates.</p> <p>The Reference Index is determined in accordance with the volatility of the Underlying Index (regardless of whether the performance of the Underlying Index is negative or positive) and has the following effect on the Units:</p> <ul style="list-style-type: none"><li>▪ The Unit's exposure to the Underlying Index will be reduced subject to a minimum Participation Rate of 0% if the volatility of the Underlying Index increases.</li><li>▪ Conversely, the Unit's exposure to the Underlying Index will be increased subject to a maximum Participation Rate of 150% if the volatility of the Underlying Index decreases.</li></ul> <p>The relationship between the volatility of the Underlying Index and the Participation Rate is set out at in "The Participation Rate and volatility" in "Key Information". Please refer to the table in Section 15 "Formulae &amp; Calculations" for the Participation Rate table, which shows which Participation Rate is applicable to each level of volatility.</p>



# 1. Product Summary– Mast Series 11 Continued

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## Reference Index (continued)

The Reference Index Value is calculated on each Calculation Date during the Investment Term taking into account:

- the change in the level of the Underlying Index from the immediately preceding Calculation Date;
- the Participation Rate calculated as of the immediately preceding Calculation Date; and
- the Reference Index Value calculated for the immediately preceding Calculation Date.

Please refer to Section 15 "Formulae & Calculations" for more detail, including the formula for the calculation of the Reference Index Value and how exposure to the Underlying Index via the Participation Rate using the volatility overlay is calculated.

The Reference Index Value is published monthly on the Instreet website at [www.instreet.com.au](http://www.instreet.com.au).

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## Underlying Index

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### Series 11 - S&P/ASX 200 Price Return Index ("S&P/ASX 200 Price Index")

The S&P/ASX 200 Price Index is widely followed and is designed to be a gauge for the Australian stock market and covers approximately 78% of Australian stock market capitalisation, being the top 200 ASX listed companies by market capitalisation.

The criteria for index additions follow:

- **Listing.** Only securities listed on the Australian Securities Exchange are considered for inclusion in the Index.
- **Market Capitalisation.** Companies are assessed based on the average of their previous 6 month day-end float-adjusted market capitalisation.
- **Public Float.** There must be public float of at least 30% for stock to warrant inclusion in the Index.
- **Liquidity.** Only securities that are actively and regularly traded are eligible for inclusion in the Index.

The S&P/ASX 200 Index is calculated by Standard & Poor's. For more information please refer to the S&P website at <http://www.standardandpoors.com>.

Source: Standard & Poor's

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## The Participation Rate and Volatility

Volatility is the relative rate at which a price of an asset may move, either appreciating or depreciating, over a specific period of time. If an asset's relative price changes rapidly (either positively or negatively) over a period of time, it will be considered to have high volatility. Conversely, if an asset's relative price changes are not rapid, it will be considered to have low volatility. A high level of volatility is considered to be an indication that an asset may have greater risk.

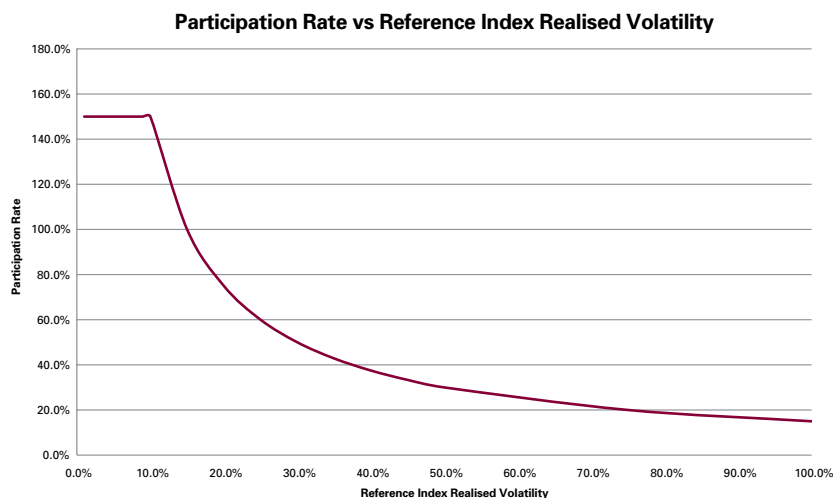
The Participation Rate is a mechanism to manage the market risk and volatility associated with the performance of the Underlying Index. It operates by varying the exposure that the Units will have to the Underlying Index according to the observed volatility of the Underlying Index. The higher the volatility of the Underlying Index, the lower the Participation Rate (and hence the Units will have lower the exposure to the Underlying Index) and vice versa.

The Participation Rate is calculated on each Calculation Date by reference to the volatility of the relevant Underlying Index over the previous 100 Calculation Dates.

Throughout the Investment Term, the Participation Rates will vary, and will range between 0% and 150% so that Investors know that the lowest exposure that the Units will have to the Underlying Index, depending on volatility, is 0%, and the highest is 150%. On each Calculation Date, the Reference Index Calculation Agent will calculate the targeted Participation Rate based on the target volatility of 15% and actual volatility over the previous 100 Calculation Dates.

As at the date of the PDS, based on the actual volatility level of 29% and the target volatility of 15%, the Participation Rate for this Series would have been 52%. This means that the Reference Index and the Units have significantly less than 100% exposure to the performance of the Underlying Index. There is risk that the Participation Rate may remain below 100% for the entire Investment Term. This may limit the performance of the Units and any Coupons that may be payable.

The following graph shows the relationship between the volatility of the Underlying Index and the Participation Rate. Investors should note that historical volatility levels of the Underlying Index are not indicative of the future levels of volatility. There may be a risk that the level of volatility of the Underlying Index will remain high throughout the majority or whole of the Investment Term. Should this occur, the Participation Rate may be less than 100% exposure to the Underlying Index. This means that the Units will have less than 100% exposure to any gains in the Underlying Index and this may limit the performance of the Units and any Coupons that may be payable.



Please refer to Section 15 "Formulae & Calculations" for more detail, including the formula for the calculation of the Participation Rate. Prior to the Maturity Date, the applicable Participation Rate and Realised Volatility figures are available to Investors free of charge from Instreet upon request.

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# 1. Product Summary– Mast Series 11 Continued

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## Coupons

The Units will pay two fixed Coupons of 4.0% of the Issue Price each at the end of the First Period and Second Period on the relevant Coupon Payment Date. The Coupons are fixed at 4.0% of the Issue Price regardless of the performance of the Reference Index over the relevant Period.

At Maturity, an uncapped third Coupon may be payable, linked to the performance of the Reference Index over the Investment Term (subject to averaging). This Coupon is conditional on the positive performance of the Reference Index from the Commencement Date to the Maturity Date (subject to averaging) in excess of the sum of the first two Coupons paid. The third Coupon, if any, will be determined on the final Coupon Determination Date, and will be the Issue Price multiplied by the percentage increase in the Reference Index Value from the average taken over the three Issuance Averaging Dates to the average taken over the three Maturity Averaging Dates, less the total of the first two Coupons paid. For more information regarding Coupon calculation, please see Section 15 "Formulae & Calculations".

The third Coupon is dependent on the positive performance of the Reference Index in excess of the sum of Coupons already paid. Please refer to Section 4 "Risks" for further information on the risk factors which could impact on the payment of the Coupons.

Payment of the Coupons relies on the Issuer meeting its obligations. Investors should not rely on the Issuer's creditworthiness; however, the Issuer Charge and Security Trust Deed operate to pass through the credit rating of the Hedge Provider in relation to payment of the Coupons and the Final Value per Unit. The Hedge Provider will always be a bank rated Investment Grade bank or better or a subsidiary of a bank rated Investment Grade or better. For more information regarding counterparty risk, please see Section 4 "Risks".

The Reference Index Value is calculated in accordance with the formula set out in Section 15 "Formulae & Calculation Table" and will be published by the Issuer monthly on [www.instreet.com.au](http://www.instreet.com.au). The formulae for the Coupons are also set out in Section 15 "Formulae & Calculation Table".

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## Averaging

Averaging is applied to the Reference Index Value at the beginning and the end of the Investment Term to manage the risk of volatility. The Reference Index Value used to calculate the third and final Coupon is based on a Reference Index Value averaged over the three Issuance Averaging Dates and three Maturity Averaging Dates. For more information regarding averaging risk, please see Section 4 "Risks" and Section 15 "Formulae & Calculations".

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## 2. Product Summary – Mast Series 12 & 13

This Offer of Units in the Mast ARC Series 12 & 13 provides Investors with a 100% leveraged three year investment linked to the performance of an Absolute Return Commodities Index (the "Reference Index"). The Reference Index provide exposure to a commodity market-neutral index, linked to the performance of an advanced quantitative commodities trading strategy.

In addition to reading this section, you should also refer to the Timetable and Section 3 "General Product Summary" which contain the key dates and a description of key features of the Units which apply to all Series of Units offered under this PDS.

### Underlying Index and Reference Index

The Reference Index is the Barclays Capital ComBATS VOLT 5.0% Excess Return Index (Bloomberg Code: BCCV015P:IND) which includes volatility targeting over the Underlying Index i.e Barclays Capital ComBATS 6 Excess Return Index. See "Underlying Index" and "Reference Index" below for more information.

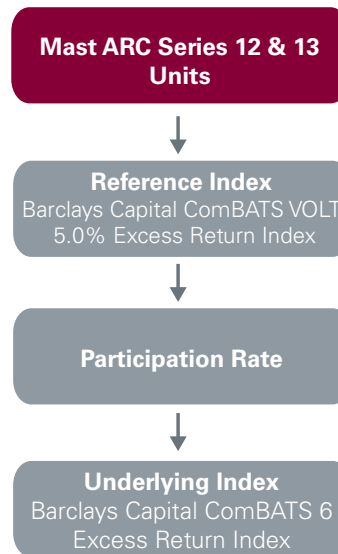
### Key information

<b>Reference Index Calculation Agent</b>	Barclays Bank PLC
<b>Currency</b>	<p>The Units are Australian Dollar (AUD) investments.</p> <p>Returns of the Underlying Index will be calculated without reference to foreign currency. Ultimate returns at the end of each of the First Period, Second Period and Third Period will be expressed in AUD so there is no foreign exchange exposure related to the Units, unless Early Maturity occurs.</p>
<b>Interest Payment</b>	<p>For Series 12, the Interest Payments are 6.35% of the Loan Amount per Period. This is a Total Interest Amount of 19.05% of the Loan Amount over the 3 year Investment Term.</p> <p>For Series 13, the Interest Payments are 6.85% of the Loan Amount per Period. This is a Total Interest Amount of 20.55% of the Loan Amount over the 3 year Investment Term.</p>
<b>Underlying Index</b>	Barclays Capital ComBATS 6 Excess Return Index
<b>Reference Index</b>	<p>Barclays Capital ComBATS VOLT 5.0% Excess Return Index (Bloomberg Code: BCCV015P:IND).</p> <p>The Reference Index is a notional strategy that applies a volatility targeted overlay to the Underlying Index. The Reference Index Value is published daily on the Bloomberg website at <a href="http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND">http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND</a>.</p> <p>The Reference Index is calculated and maintained by Barclays Bank PLC (in its capacity as the "Reference Index Calculation Agent") based on a methodology developed by Barclays Bank PLC.</p> <p>The Reference Index methodology employs a variable Participation Rate (as set out below under "Participation Rate and Volatility") to determine the exposure to the Underlying Index. This variable Participation Rate to the Underlying Index will range from a minimum of 0% to a maximum of 150%, depending on the volatility of the Underlying Index. The Participation Rate is determined in accordance with the volatility of the Underlying Index (regardless of whether the performance of the Underlying Index is negative or positive) as follows:</p> <ul style="list-style-type: none"><li>■ The Reference Index's exposure to the Underlying Index will be reduced subject to a minimum of 0% if the volatility of the Underlying Index increases.</li><li>■ Conversely, the Reference Index's exposure to the Underlying Index will be increased subject to a maximum of 150% if the volatility of the Underlying Index decreases.</li></ul> <p>The relationship between the volatility of the Underlying Index and the corresponding Participation Rate is set out at under "The Participation Rate and volatility" below.</p>

## 2. Product Summary – Mast Series 12 & 13 Continued

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### Reference Index (continued)



The Reference Index Value is calculated on each Calculation Date during the Investment Term taking into account:

- the change in the level of the Underlying Index between successive Calculation Dates;
- the Participation Rate; and
- the Reference Index Value calculated for the immediately preceding Calculation Date.

A copy of the Reference Index methodology and rules pertaining to the Underlying Index will be available free of charge from the Issue Opening Date until the Maturity Date upon request from the Issuer. Investors should note that this description of the Reference Index and Underlying Index is subject to the detailed provisions of the Reference Index methodology and Underlying Index rules. In order to obtain the Reference Index methodology and Underlying Index rules, an investor will need to give certain non-disclosure representations to the Reference Index Calculation Agent and Underlying Index Sponsor.

The Reference Index is calculated in USD. However, in calculating the AUD returns on the Units, the performance of the Reference Index is used and the currency of denomination is ignored. For Series 12, the Coupon(s) are calculated by reference to the performance of the Reference Index over the relevant Period and therefore, there is no exposure to any foreign currency. For Series 12 & 13, there is no exposure to foreign currency because the first two Coupons are fixed at 4.0% of the Issue Price and the third Coupon is calculated by reference to the performance of the Reference Index over the Investment Term (subject to averaging), less the excess of the two Coupons previously paid.

The Reference Index Value is published daily on the Bloomberg website at <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND>.

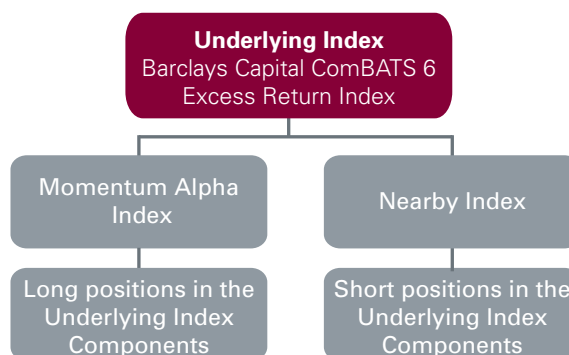
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## Underlying Index

The Underlying Index is the Barclays Capital ComBATS 6 Excess Return Index. It is calculated by Barclays Capital, the investment banking division of Barclays Bank PLC (in its capacity as the “Underlying Index Sponsor”).

The Underlying Index is comprised of ten single commodity index pairs, which have been selected to provide a balance of sector and commodity weights (the “Underlying Index Components”). In general the index pairs included in the Underlying Index do not change. However, the percentage weight applicable to each Underlying Index Component is reset monthly. The Underlying Index Component weights are restricted to ensure diversification, with the maximum exposure of any index-pair set at 15% and the minimum exposure set at 5%.

Each single commodity index pair consists of a long position in a commodity futures contract index (for each commodity, a “Momentum Alpha Index”) and a short position in a commodity futures contract index (for each commodity, a “Nearby Index”). For each index pair, the two different commodity futures contract indices provide exposure to the same underlying commodity futures contract, but with potentially different expiry dates.

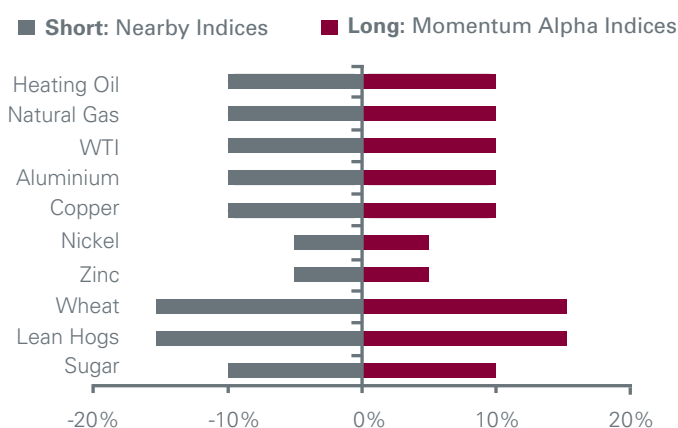


The Underlying Index establishes two offsetting futures positions for each commodity.

For each Underlying Index Component as listed in Table 1 below:

- the Momentum Alpha Index methodology will select either, the nearby futures contract, the one-month deferred expiry futures contract, two-month deferred expiry futures contract, or five-month deferred expiry futures contract, based on which deferred expiry futures contract has generated the greatest historical outperformance, or “alpha”, when compared to the futures contract for that commodity with the closest expiry date.
- the Nearby Index will select the futures contract with the closest expiry date.

## 10 Commodities Weights



## 2. Product Summary – Mast Series 12 & 13 Continued

Underlying Index  
(continued)

**Table 1: Underlying Index Components and Target Weights**

Commodity	Momentum Alpha Index Target Weights	Nearby Index Target Weights
WTI Crude	10%	-10%
Natural Gas	10%	-10%
Heating Oil	10%	-10%
Aluminum	10%	-10%
Copper	10%	-10%
Nickel	5%	-5%
Zinc	5%	-5%
Wheat	15%	-15%
Sugar	10%	-10%
Lean Hogs	15%	-15%
<b>Sum</b>	<b>100%</b>	<b>-100%</b>

The Underlying Index methodology enables returns to be generated independent of commodity market performance via offsetting exposure for each commodity at different parts of the futures curve. The basis for the Underlying Index performance therefore is the relative price movement between the different future expiry dates for each commodity futures contract.

Because the index pairs offset each other in respect of overall exposure, returns are independent of commodity markets rising or falling. In this way, the Underlying Index has the potential to generate returns independent of the direction of commodities market, as the value of the Underlying Index does not depend on the overall direction of commodity markets to which the Underlying Index Components are linked.

The Underlying Index Sponsor is responsible for ensuring that the inclusion of index-pairs in the Underlying Index is in accordance with the methodology of the Underlying Index. The Underlying Index Sponsor does not make trading decisions, it simply maintains the Underlying Index methodology. Any replacement of an index pair within the portfolio will be done by the Underlying Index Sponsor in accordance with the methodology of the Underlying Index.

A copy of the Reference Index methodology and rules pertaining to the Underlying Index will be available free of charge from the Issue Opening Date until the Maturity Date upon request from the Issuer. Investors should note that this description of the Reference Index and Underlying Index is subject to the detailed provisions of the Reference Index methodology and Underlying Index rules. In order to obtain the Reference Index methodology and Underlying Index rules, an investor will need to give certain non-disclosure representations to the Reference Index Calculation Agent and Underlying Index Sponsor.

Further Information on the Underlying Index can be found at [www.barcap.com/indices/](http://www.barcap.com/indices/).

**Participation Rate  
and Volatility**

Volatility is the relative rate at which a price of an asset may move, either appreciating or depreciating, over a specific period of time. If an asset's relative price changes rapidly (either positively or negatively) over a period of time, it will be considered to have high volatility. Conversely, if an asset's relative price changes are not rapid, it will be considered to have low volatility. A high level of volatility is considered to be an indication that an asset may have greater risk.

The Participation Rate is a mechanism to manage the market risk and volatility associated with the performance of the Underlying Index. It operates by varying the exposure that the Reference Index will have to the Underlying Index according to the observed volatility of the Underlying Index. The higher the volatility of the Underlying Index, the lower the Participation Rate (and hence the lower the exposure to the Underlying Index) and vice versa.

The Participation Rate is calculated monthly by reference to the volatility of the relevant Underlying Index over the previous 30 Calculation Dates.

**Participation Rate and Volatility (continued)**

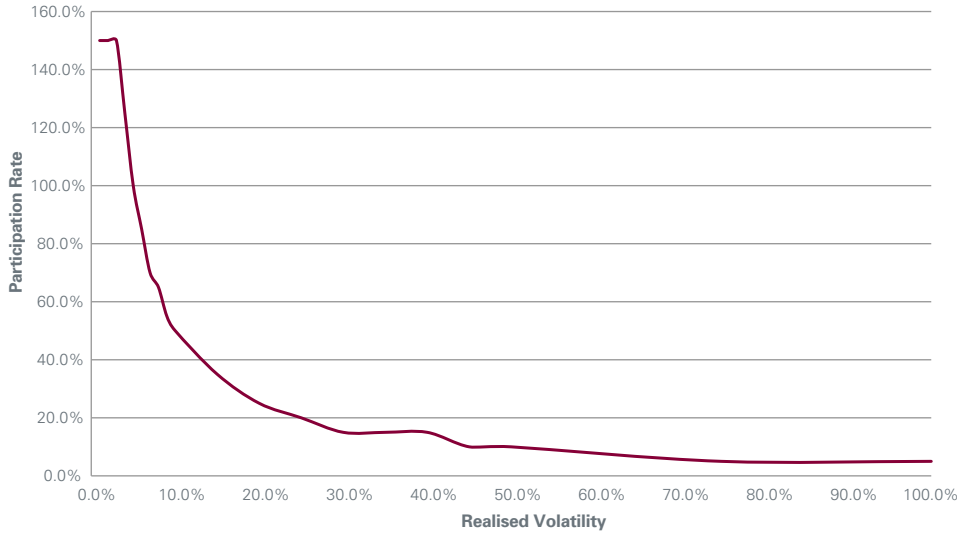
Throughout the Investment Term, the Participation Rates will vary, and will range between 0% and 150% so that Investors know that the lowest exposure that the Reference Index will have to the Underlying Index, depending on volatility, is 0%, and the highest is 150%. It is possible that the Participation Rate may be zero and Investors have no exposure to the Underlying Index.

Each month, the Reference Index Calculation Agent will calculate the Participation Rate based on the target volatility of 5.0% and actual volatility over the previous 30 Calculation Dates. The Participation Rate will always be a multiple of 5%, e.g. 150%, 145%, 140% down to a minimum of 0%. The Reference Index Calculation Agent will calculate the Participation Rate, it will then be rounded up or down in accordance with normal rules to the nearest 5% step. For example, a Participation Rate of 87.4% would be rounded down to 85%, and a Participation Rate of 87.5% would be rounded up to 90%.

From the Commencement Date to the Maturity Date, Investors may obtain the applicable Participation Rate figures free of charge upon request from the Issuer. The method of calculation of the Participation Rate is described in further detail in the Reference Index methodology. See above under "Reference Index" for information on how to obtain a copy of the Reference Index methodology.

The graph below shows the relationship between the volatility of the Underlying Index and the Participation Rate of the Reference Index. Investors should note that historical volatility levels of the Underlying Index are not indicative of the future levels of volatility. There may be a risk that the level of volatility of the Underlying Index will remain high throughout the majority or whole of the Investment Term. Should this occur, the Reference Index Participation Rate may be less than 100% exposure to the Underlying Index and therefore may limit the performance of the Units.

**Participation Rate vs Realised Volatility**



**Realised Volatility**

A measure of how much the daily returns of the Underlying Index have fluctuated around their average over a defined time period of 30 consecutive Calculation Dates. The average is calculated as an arithmetic mean.

From the Commencement Date to the Maturity Date, Investors may obtain the Realised Volatility figures free of charge upon request from the Issuer. The method of calculation of Realised Volatility is described in further detail in the Reference Index methodology. See above under "Reference Index" for information on how to obtain a copy of the Reference Index methodology.

## 2. Product Summary – Mast Series 12 & 13 Continued

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### Coupons – Series 12

The amount of the Coupon potentially payable on each Coupon Payment Date in respect of Series 12 Units will depend on the change in the Reference Index over the First Period, Second Period or Third Period, respectively.

Where the change in the Reference Index over the First Period, Second Period or Third Period is zero or negative, you will not receive a Coupon for that period.

The Coupon per Unit for each period can also be shown by the following formulae:

First Period Coupon = Issue Price \* Max (First Period Return, 0)

Second Period Coupon = Issue Price \* Max (Second Period Return, 0)

Third Period Coupon = Issue Price \* Max (Third Period Return, 0)

Where:

First Period Return = (Reference Index Value at First Period End Date – Reference Index Value at Commencement Date) / Reference Index Value at Commencement Date

Second Period Return = (Reference Index Value at Second Period End Date – Reference Index Value at Second Period Start Date) / Reference Index Value at Second Period Start Date

Third Period Return = (Reference Index Value at Maturity Date – Reference Index Value at Third Period Start Date) / Reference Index Value at Third Period Start Date

The Reference Index Value is published daily on the Bloomberg website at <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND>.

Investors are not able to set-off any Coupons payable and any Coupon payable in respect of a Period will be paid regardless of whether the Interest Payment in respect of the following Period has been paid.

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### Coupons – Series 13

Series 13 Units will pay two fixed Coupons of 4.0% of the Issue Price each at the end of the First Period and Second Period on the relevant Coupon Payment Date. The Coupons are fixed at 4.0% of the Issue Price regardless of the performance of the Reference Index over the relevant Period.

At Maturity, an uncapped third Coupon may be payable, linked to the performance of the Reference Index over the Investment Term (subject to averaging). This Coupon is conditional on the positive performance of the Reference Index from the Commencement Date to the Maturity Date (subject to averaging) in excess of the sum of the first two Coupons paid. The third Coupon, if any, will be determined on the final Coupon Determination Date, and will be the Issue Price multiplied by the percentage increase in the Reference Index Value from the average taken over the three Issuance Averaging Dates to the average taken over the three Maturity Averaging Dates, less the total of the first two Coupons paid. For more information regarding Coupon calculation, please see Section 15 "Formulae & Calculations".

The third Coupon is dependent on the positive performance of the Reference Index in excess of the sum of the Coupons already paid. Please refer to Section 4 "Risks" for further information on the risk factors which could impact on the payment of the Coupons.

The Reference Index Value is published daily on the Bloomberg website at <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND>. The formulae for the Coupons are also set out in Section 15 "Formulae & Calculation Table"

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### Averaging

Averaging is applied to the Reference Index Value at the beginning and the end of the Investment Term to manage the risk of volatility. The Reference Index Value used to calculate the third and final Coupon is based on a Reference Index Value averaged over the three Issuance Averaging Dates and three Maturity Averaging Dates. For more information regarding averaging risk, please see Section 4 "Risks" and Section 15 "Formulae & Calculations".

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### 3. General Product Summary

In addition to reading this section, you should also refer to Section 1 "Product Summary – Mast Series 11" and/or Section 2 "Product Summary – Mast Series 12 & 13" as these sections contain further information specific to Units in these Series.

<b>Key information</b>	The Units are interests in Deferred Purchase Agreements issued by the Issuer on the terms contained in this PDS. The Units are designed to deliver at the Settlement Date a Delivery Parcel which has a value equivalent to the Final Value of \$1.00 per Unit at the Maturity Date.
<b>Issuer</b>	Instreet Structured Investment Pty Limited ABN 82 140 407 558
<b>Arranger</b>	Instreet Investment Limited ABN 44 128 813 016 AFSL 246801, an authorised representative (ASIC Authorised Representative No. 322612) of EA Financial, LP under Australian Financial Services Licence No. 246801. EA Financial, LP is responsible for overseeing the services of Instreet but does not guarantee or otherwise provide assurance in respect of the obligations of Instreet or the Issuer.
<b>Security Trustee</b>	AET Structured Finance Services Pty Limited ABN 12 106 424 088
<b>Registrar</b>	Link Market Services Limited ABN 54 083 214 537
<b>Lender</b>	Instreet Structured Investment Pty Limited ABN 82 140 407 558
<b>Custodian</b>	Instreet Investment Limited ABN 44 128 813 016
<b>Acceptor</b>	Instreet Investment Limited ABN 44 128 813 016
<b>Minimum Investment</b>	25,000 Units in a particular Series
<b>Currency</b>	The Units are Australian Dollar (AUD) investments
<b>Issue Price</b>	A\$1.00 per Unit
<b>Compulsory 100% limited recourse Loan</b>	<p>Investors must borrow 100% of their Total Investment Amount on the Loan Drawdown Date. The Loan is limited recourse, meaning that the Lender will only have recourse to the Investor's interest in the Units for repayment of the Loan Amount. Investors are required to prepay their interest on the Loan Amount yearly, on the Interest Payment Dates as set out in the Timetable.</p> <p>The Loan is limited recourse to an Investor's interest in the Units (including any Coupons, Delivery Assets or Sale Monies). If the Issuer goes into liquidation, receivership, statutory management or is otherwise unable to meet its debts as they fall due, the Investor could receive none, or only some, of the amount invested. However, since the Loan is limited recourse to an Investors' interest in the Units, once an Investor has paid their Interest Payments, even if the return on the Units is insufficient to repay the Loan Amount, the Investor will not be required to pay anything more (even on Early Maturity or Issuer Buy-Back).</p> <p>Please see the Section 7 "The Loan Facility" for more information, and Section 11 "Taxation" for the taxation implications of the Loan.</p>
<b>Interest Payments</b>	<p>The Interest Payments are 8.25% (Series 11), 6.35% (Series 12) or 6.85% (Series 13) of the Loan Amount per Period.</p> <p>Interest on the Loan Amount must be pre-paid annually in advance. Investors must prepay the interest on the Loan Amount for the first year on the first Interest Payment Date for the Loan Amount to be drawn down on the Loan Drawdown Date and the Loan Amount used to pay the Total Investment Amount.</p> <p>In the following years, you will have the choice whether or not to prepay interest for the relevant Period prior to the respective Interest Payment Dates for those following years.</p>

### 3. General Product Summary Continued

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<b>Interest Payments (continued)</b>	<p>The Issuer will send a notice out to Investors, advising of the next scheduled Interest Payment deduction, 28 days prior to the relevant Interest Payment Date. If you choose to continue the Loan, you do not need to do anything. The amount of the Interest Payment (less the fixed Coupon payable in respect of Series 11 &amp; 13 if the Investor has elected set-off and less any rebate of the Advisor Loan Trail Fee) in the given year will be automatically deducted from your nominated bank account by the Lender on the applicable Interest Payment Date for the following year which commences on the applicable Period Start Date and extends to the relevant Period End Date and the Maturity Date, as applicable. Investors should make sure there are sufficient funds in their nominated bank account to cover the Interest Payments.</p> <p>If you do not wish to continue your investment in the Units, you must notify the Issuer in writing 14 days prior to the relevant Interest Payment Date for the following Period. Your interest in the Units and the Loan will terminate on the next following Period Start Date. Or, if the Lender has not received the Interest Payment in a given year from you, or if there are insufficient funds in your nominated bank account on the applicable Interest Payment Date, you will be deemed to have discontinued your investment in the Units, and the Loan and your Units will automatically terminate on the next following Period Start Date and, for Series 11 &amp; 13, you will not be entitled to the Coupon for the previous Period. Investors in Series 11 &amp; 13 should also refer to "Set-off of Coupons against Interest Payments (Series 11 &amp; 13 only)" below.</p>
<b>Set-off of Coupons against Interest Payments (Series 11 &amp; 13 only)</b>	<p>Investors in Series 11 &amp; 13 may elect to either pay the Interest Payment or to set off the fixed Coupon payable at the end of the First Period and Second Period against the Interest Payment due on the second and third Interest Payment Dates and only pay the difference on the respective Interest Payment Date. If Investors have elected to pay the Interest Payment (and not set off), they must prepay the Interest Payment in respect of the Second Period and Third Period at least 14 Business Days prior to the relevant Interest Payment Date, otherwise they will not be entitled to the Coupon payable in respect of the previous Period.</p>
<b>Repayment of the Loan Amount</b>	<p>You must repay the Loan Amount on or prior to the Maturity Date. If you do not repay the Loan Amount on or prior to Maturity, you will be deemed to have elected the Agency Sale Option, you will assign all of your rights under the Loan Agreement to the Acceptor, and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Custodian to hold the Delivery Parcel on your behalf and to authorise and direct the Custodian to apply the resulting Sale Monies to pay the Lender an amount equal to the Loan Amount when the Acceptor assumes your obligations under the Loan, and any surplus will be paid to you.</p> <p>If you repay your Loan Amount at any time on or prior to the Maturity Date, then you will not be entitled to a refund of any prepaid Interest Payments.</p> <p><b>It is recommended that Investors should not invest for less than the full Investment Term of the Units.</b></p>
<b>Fixed Charge</b>	<p>Your Units will be issued to, and held by the Custodian in a separate trust. The Custodian grants a Fixed Charge over each separate trust in favour of the Lender. You therefore acquire your Units subject to the Fixed Charge until your obligations under the Loan are satisfied in full.</p> <p>Please read Section 12 "Additional Information" for a description of the Fixed Charge.</p>

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<b>Annual Walk Away Option</b>	<p>While the Units are designed for Investors to hold for the full 3-year Investment Term, they allow the Investor the annual choice to continue or discontinue the Loan at the end of each year and therefore, discontinue their investment in the Units (the "Annual Walk Away Option"). Where an Investor decides not to prepay the interest on the Loan Amount, and notifies the Issuer of their intention in writing 14 days prior to the relevant Interest Payment Date, or if there are not enough funds in an Investor's direct debit account when the Issuer draws down the prepaid interest prior to the relevant Period, the Investor is deemed to have elected to discontinue their investment in the Units.</p> <p>If you choose to discontinue your investment and the Loan (or you are deemed to elect to discontinue), your investment in the Units and the Loan will be terminated with no penalty. The Loan and your Units will be terminated automatically on the next following Period Start Date. For Series 12 only, should a Coupon be payable at the end of the relevant Period, it will be paid irrespective of whether an Investor pays the Interest Payment for the following Period. For Series 11 &amp; 13, please refer to "Set-off of Coupons against Interest Payments (Series 11 &amp; 13 only)" above.</p> <p>Please see the Section 7 "The Loan Facility" for further details.</p>
<b>Final Value</b>	<p>The Final Value at Maturity will be \$1.00 per Unit. That is, the Final Value is not subject to the performance of the Reference Index.</p>
<b>Capital protection from potential losses</b>	<p>The Units are capital protected at Maturity to a value of \$1.00, regardless of the performance of the Underlying Index and the Reference Index.</p> <p>Investors could also lose some or all of their investment if they withdraw early by requesting an Issuer Buy-Back or the Units are terminated early, for example due to an Early Maturity Event. Please see Section 4 "Risks" for more information.</p>
<b>Delivery Mechanism</b>	<p>The Final Value will be satisfied by the physical delivery of the Delivery Parcel. The settlement of the transfer of the ASX listed securities that constitute the Delivery Asset will occur on the Settlement Date which is the 10th Exchange Business Day after the Maturity Date.</p> <p>No later than 10 Business Days prior to the Maturity Date, Investors may enter into an arrangement with the Issuer to have the Delivery Parcel sold on their behalf – the Agency Sale Option. Investors will then receive the Sale Monies with a value equivalent to the Final Value less Delivery Costs.</p> <p>The Issuer is not currently aware of any Delivery Costs which would be applicable as at the date of this PDS. However, such costs may arise between the Commencement Date and the date of Maturity or Early Maturity.</p> <p>This delivery mechanism will also apply in the event of Early Maturity, unless the Issuer notifies Investors in the Early Notice of Maturity that Early Maturity will occur by payment of a Termination Payment. Please refer to clause 5.4 in Section 14 "Terms of the Deferred Purchase Agreement". For further details please see Section 9 "What Happens at Maturity?"</p>

### 3. General Product Summary Continued

#### Maturity processes

##### Early Maturity

The Units can mature early if an Early Maturity Event occurs or if an Investor requests an Issuer Buy-Back. Issuer Buy-Backs are discussed below.

Early Maturity Events generally arise in circumstances which prevent the Issuer being able to hedge or deliver on its obligations under the Terms and conditions of the Mast Series 11, 12 or 13 Units. Early Maturity Events could include (but are not limited to), for example, circumstances where the Reference Index or Underlying Index ceases to exist or the Reference Index or Underlying Index falls by 35% or more from the Commencement Date at any point during the Investment Term (Series 12 & 13 only), a Change of Law occurs that prevents the normal operation of the Units or results in the Issuer having to pay additional amounts in relation to the Units or if the Issuer's Hedge terminates early for any reason.

If an Early Maturity Event occurs, the Issuer has the discretion to call Early Maturity or to allow the Units to continue.

Please see Section 9 "What happens at Maturity?" and particularly clause 5 of Section 14 "Terms of the Deferred Purchase Agreement" in this PDS for more details.

If an Early Maturity Event occurs then the Early Maturity Value as calculated by the Issuer acting in good faith and in a commercially reasonable manner will take into consideration Break Costs (as well as Loan Break Costs). Break Costs may also include Break Costs associated with foreign exchange hedging transactions. Break Costs can reduce the value of your Units. Please refer to "Break Costs" in Section 4 "Risks".

##### Delivery Parcel

The Final Value will be satisfied by the delivery of a basket which has a market value equivalent to the Final Value. The basket will contain equal proportions by value of each Delivery Asset (subject to adjustment). The number of each type of Delivery Asset in the Delivery Parcel to be delivered by the Issuer to you on the Settlement Date is determined by the following formula:

$$\frac{(\text{Final Value per Unit} \times \text{No. of Units Held} - \text{Delivery Costs}) \times \text{weight of Delivery Asset}}{\text{Delivery Asset Price}}$$

The basket of Delivery Assets will contain equal proportions (by value) of ordinary shares in each of the following companies:

<b>Delivery Asset - Company Shares</b>	<b>ASX Code</b>	<b>Website</b>
BHP Billiton Limited	BHP	<a href="http://www.bhp.com.au">www.bhp.com.au</a>
Commonwealth Bank of Australia	CBA	<a href="http://www.commbank.com.au">www.commbank.com.au</a>
Wesfarmers Limited	WES	<a href="http://www.wesfarmers.com.au">www.wesfarmers.com.au</a>
Westpac Banking Corporation	WBC	<a href="http://www.westpac.com.au">www.westpac.com.au</a>
Woolworths Limited	WOW	<a href="http://www.woolworths.com.au">www.woolworths.com.au</a>

In the event one or more of the above companies are no longer listed on the ASX or suspended from trading, the Underlying Index Calculation Agent shall either, acting in good faith and in a commercially reasonable manner, select a replacement company listed on the ASX, and included in the S&P/ASX 200 Index or the Issuer shall, acting in good faith and in a commercially reasonable manner, determine that the basket shall contain only the companies not impacted by such occurrence. You should take this into account when considering whether to invest in the Units. For further information about substitution of the Delivery Asset refer to clauses 4.7 and 6.1 of Section 14 "Terms of the Deferred Purchase Agreement" of this PDS.

The Issuer can round Units and Delivery Assets to the nearest whole number. If there is a fractional amount owing to you greater than A\$20.00, that amount will be paid to your Nominated Account.

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**Delivery Parcel  
(continued)**

Information and announcements on shares comprising the Delivery Assets is also available on the ASX website ([www.asx.com.au](http://www.asx.com.au)), the websites in the table above and major newspapers and other information services.

The performance of Units is not directly affected by the performance of the securities comprising the Delivery Asset up to the Maturity Date, but after the Maturity Date, the value of those securities (and the value of the Delivery Parcel) will be determined by the price of the security as traded on the ASX.

In the case of an Early Maturity Event, the Issuer will determine whether to deliver the Delivery Assets or pay a Termination Payment.

The number of the Delivery Assets will be determined at the offer price prevailing at the time of calculation, and Investors will suffer the bid/offer spread on the relevant security (if any).

The Issuer is not currently aware of any Delivery Costs which would be applicable as at the date of this PDS. However, such costs may arise between the Commencement Date and the date of Maturity or Early Maturity.

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**Delivery Asset Price**

The price paid by the Issuer to acquire the Delivery Asset on the first Exchange Business Date following the Maturity Date (or such other time as reasonably determined by the Issuer).

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**Agency Sale Option**

Investors can also request the Issuer to sell their Delivery Parcel and pay them Sale Monies under the Agency Sale Option. This election must be made on the Notice of Maturity. Please see clause 4.4 of Section 14 "Terms of the Deferred Purchase Agreement" of this PDS.

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### 3. General Product Summary Continued

#### Issuer Buy-Back

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<b>Can the Units be sold prior to Maturity?</b>	Yes. However, the Units are designed to be held to Maturity. You should invest only if you intend to invest for the full term until the Maturity Date. There is no secondary market for the Units but the Issuer may redeem your investment prior to the Maturity Date. To complete an Issuer Buy- Back Form see the "Managing your investment" section at the back of the PDS for more details. Please see also Section 10 "Sale of units before Maturity – Issuer Buy-Back" of this PDS for more details.
<b>Minimum Buy-Back Amount</b>	25,000 Units in a particular Series
<b>Settlement following Issuer Buy-Back</b>	<p>Delivery Assets shall not be provided in the event of an Issuer Buy-Back.</p> <p>If an Investor requests an Issuer Buy-Back, and the Issuer accepts, the Issuer will pay the Investor a Termination Payment equivalent to the Buy-Back Price. The Termination Payment will first be applied to any Loan Amount outstanding under the Loan, and the remainder, if any, will be delivered to the Investor in cash. Delivery Assets shall not be provided in the event of an Issuer Buy-Back.</p> <p><b>Settlement will be in cash.</b></p>
<b>Buy-Back Dates</b>	Buy-Back Dates are set out in the Timetable, and are subject to acceptance by the Issuer. Generally, the Issuer would only reject or defer an Issuer Buy-Back request if it is unable to adequately unwind its hedging arrangements. Investors will be required to provide their Buy-Back request no later than 10 Business Days prior to the relevant Buy-Back Date. Buy-Back notices can be downloaded from the website <a href="http://www.instreet.com.au">www.instreet.com.au</a> .
<b>Issuer Buy-Back Price</b>	The amount you receive for each Unit is determined by the Issuer acting in good faith and in a commercially reasonable manner. This amount will include any Break Costs and may be less than the Issue Price per Unit. You may contact the Issuer and request an indicative Buy-Back Price before proceeding with your request.

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**Indicative Prices**

The Issuer will provide monthly indicative Buy-Back Prices to Investors and may provide indicative pricing for Units generally. This may involve calculating a mid-market price at the end of each calendar month. Any such indicative price is not a firm trading price and shall not be an offer to buy back the Units at that price. The Buy-Back Price is determined by the Issuer acting in good faith and in a commercially reasonable manner, and may differ from the indicative Unit pricing because of Break Costs. Break Costs will depend on the economic value the Issuer achieves on the unwinding of its hedge position (i.e. the amount it achieves on the sale or unwind of the options or other financial instruments that underlie the Units). The economic value the Issuer achieves will be reliant on several factors including but not limited to market liquidity, volatility, interest rates, market prices, foreign exchange rates, and the time to Maturity. The impact of these factors are largely unknown and are dependant on movements in financial markets. Investors and their advisers can contact the Issuer and request an estimate of the Buy-Back Price (including Break Costs) that would apply to Units on any given day. The Issuer will provide estimates of Buy-Back Prices (which will include Break Costs) to Investors when it is able to accurately value the Units to enable them to determine the likely Buy-Back Price if the Investor requests an Issuer Buy-Back. However, the actual Buy-Back Price at which the Issuer will buy back your Units will not be known at the time an Issuer Buy-Back request is made and may be significantly less than the estimate provided. Please refer to "Break Costs" in Section 4 "Risks".

The following table shows some of the factors that will affect the Buy-Back Price:

<b>Factor</b>	<b>Effect on Buy-Back Price*</b>
Increase in Reference Index Value	↑
Increase in Underlying Index Value	↑
Time remaining to Maturity decreases	↓
Market realised volatility increase	↓

\*The arrows in the above table showing the effect of each factor on the Buy-Back Price assume that all other factors (not limited to those specified) remain constant. More than one of these factors may change at the same time and the net effect may be different to the effect shown in the table above.

### 3. General Product Summary Continued

#### Fees

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The following fees are relevant to all Series of Units offered under this PDS. All fees and costs stated in this section are inclusive of GST (unless otherwise stated).

**Advisor Loan Trail Fee** An Advisor Loan Trail Fee of 0.8% per annum of the Loan Amount is paid upfront each year by the Issuer to your financial advisor within 10 Business Days of the Commencement Date, or the Period Start Date, respectively.

For example, if you invest (borrow) A\$25,000, the Advisor Loan Trail Fee for Series 11 will be  $25,000 \times A\$1.00 \times 0.80\% = A\$200.00$  per annum.

This is not an additional fee payable by Investors and will not affect the return Investors receive. Where there is no advisor, this fee may also be paid to the Arranger.

Your financial advisor may elect to rebate this fee. This will have the effect of reducing the Interest Payment due in respect of each Period by the amount of the rebated Advisor Loan Trail Fee. For example, if your financial advisor has confirmed with the Issuer that they will rebate the full Advisor Loan Trail Fee for Series 11, the Interest Payment that will be due each Interest Payment Date will be 7.45% multiplied by your Loan Amount (i.e. 8.25% less 0.8%) i.e. \$0.0745 per Unit.

**Arranger Fee** An Arranger Fee of 0.55% per annum of the Issue Price per Unit is paid upfront each year by the Issuer to the Arranger within 10 Business Days of the Commencement Date, or the Period Start Date, respectively.

For example, if you invest A\$25,000, the Arranger Fee for any Series will be  $25,000 \times A\$1.00 \times 0.55\% = A\$137.50$  per annum.

This is not an additional fee payable by Investors and will not affect the return Investors receive from the Units.

**Loan Establishment Fee** The Lender may charge Investors an upfront loan establishment fee of up to 2% of the Loan Amount (the "Loan Establishment Fee"). That is, an upfront fee per Unit of up to 2% of A\$1.00 (i.e. A\$0.02 per Unit).

For example, if you invest A\$25,000, the Loan Establishment Fee for any Series will be  $25,000 \times A\$1.00 \times 2.0\% = A\$500.00$ .

Your advisor is entitled to a one-off fee of up to 2.0% of the Issue Price per Unit in respect of your Units, payable by the Lender ("Advisor Fee"). For example, if you invest A\$25,000 the Lender may pay an Advisor Fee of up to A\$500.00 (i.e.  $25,000 \times A\$1.00 \times 2.0\% = A\$500$ ). This is not an additional fee payable by Investors and will not affect the return Investors receive.

However, if you agree with your financial advisor for them to waive some or all of their Advisor Fee, then the Lender will waive the same portion of the Loan Establishment Fee.

The Loan Establishment Fee payable to the Lender is paid in addition to the first Period Interest Payment. There are no fees being deducted from the Issue Price of the Units and as such your exposure to the Reference Index will be A\$1.00 per Unit.

These fees will not be refunded in the event of any Issuer Buy-Back or Early Maturity following an Early Maturity Event. Investors should be aware that in addition to other factors that may cause changes in the price of the Units, the Buy-Back Price or Early Maturity Value will be adjusted to reflect a reduction in value on account of these fees.

**Other fees and costs** The Issuer may earn income and profit from its management of the underlying risk associated with the Units, which does not impact the return investors receive and is not charged as a fee. The calculation of the Final Value of Units is independent of any income earned by the Issuer.

Any fees or expenses payable to the Registrar and the Security Trustee and all the expenses of the offer are to be paid by the Issuer. However, Investors should note that if the Issuer Charge is enforced following an event of default by the Issuer, then any unpaid fees of the Security Trustee could be deducted from any amount recovered under the Issuer Charge.

Additional fees may be paid by an entity associated with the Issuer or hedge provider to financial advisers and the Arranger. Please contact your financial adviser for information on any commission or similar payments that they may receive.

## Other information

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### Risks

Investment in the Units involves risks. You should also carefully consider the risk factors discussed in Section 4 "Risks" of this PDS.

The Issuer recommends that you seek personal financial and taxation advice before investing in the Units or entering into any subsequent dealing in the Units.

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### Adjustment Events and Market Disruption Events

Unexpected events can occur which can impact the Units in a way the Issuer has not anticipated, often adversely. The Issuer has certain powers under Section 14 "Terms of the Deferred Purchase Agreement" in this PDS in relation to how it can deal with such events, referred to as Adjustment Events and Market Disruption Events. Examples of these are changes in the Underlying Index or in laws and regulations that would in turn affect the Units. For example, if the S&P/ASX 200 Price Index (Series 11) or the Barclays Capital ComBATS 6 Excess Return Index or the Barclays Capital ComBATS VOLT 5.0% Excess Return Index (Series 12 or 13) was terminated and stopped being calculated then Units would be affected because there is no longer a Underlying Index or Reference Index. In this case, the Issuer might, amongst other options consider replacing the Underlying Index or Reference Index.

In some circumstances these events could also be classified as Early Maturity Events and lead to Early Maturity of the Units. Please refer to clause 6 "Adjustment Events and Market Disruption Events" in Section 14 "Terms of the Deferred Purchase Agreement" of this PDS and to "Adjustment Events and Market Disruption Events" in Section 4 "Risks" of this PDS.

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### Tax

The potential taxation consequences of the Units are discussed in Section 11 "Taxation" of this PDS.

The Issuer recommends that you consult with your own personal financial and taxation adviser before investing in the Units or entering into any subsequent dealing in the Units.

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### Further Information

If you have read this PDS and have any questions either before or after investing, please contact Instreet on 1300 954 678 or your advisor.

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### Making an investment application

To apply for the Units you should fill out an Application Form contained at the back of this PDS. You may also be required to provide other supporting documentation, such as identification forms, as requested by the Issuer.

By signing the Application Form, you agree to be bound by the Terms, which include the Terms of the Deferred Purchase Agreement and this PDS.

You also agree to appoint the Issuer as your agent to enable the Issuer to execute all documents necessary on your behalf to effect the sale and purchase of Units.

Refer to the "Managing your investment" section at the back of the PDS for more details.

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### Self-managed superannuation funds ("SMSFs")

This product is open to SMSFs to invest in. The Issuer recommends that SMSFs seek individual financial and taxation advice before investing in the Units or entering into any subsequent dealing in the Units.

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### Beneficial Interest

The beneficial interest in a Portion of the Delivery Asset held for each Unit an Investor holds. The beneficial interest will be set out in the Confirmation Notice we send you and is a feature of the product designed to ensure the Units are a "security" under the Corporations Act.

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## 4. Risks

The Units provide exposure to:

- the Australian stock market as measured by the S&P/ASX 200 Price Index, subject to a volatility overlay which adjusts exposure to the S&P/ASX 200 Price Index based on its volatility (Series 11); or
- an Absolute Return Commodities Index as measured by the Barclays Capital ComBATS VOLT 5.0% Excess Return Index (Series 12 or 13).

Investments in the Units carry a degree of risk including, but not limited to, the risks referred to below.

Prospective investors should ensure they understand the investment and carefully study the risk factors set out in this PDS before they make a decision to invest in the Units.

The information in this PDS is intended to provide Investors and their professional advisors with information they would reasonably require and expect to find for the purpose of making an informed assessment of the Units, including the capacity of the Issuer to fulfil its obligations under the Units and the risks, rights and obligations associated with the Units. It is impossible for documents of this type to take into account the investment objectives, financial situation and particular needs of each Investor. Investors should consult their financial advisor before deciding whether to invest. Accordingly, nothing in this PDS should be construed as a recommendation by the Issuer or any other person concerning investment in the Units.

Some of the risks associated with the Units include:

- **Counterparty risk - Creditworthiness of Issuer, Hedge Provider and Security Trustee.** You should not rely on the creditworthiness of the Issuer. However, the Issuer Charge and Security Trust Deed operate to pass through the credit rating of the Hedge Provider. If the Issuer goes into liquidation or receivership or statutory management or is otherwise unable to meet its debts as they fall due, the Investor could receive none, or only some, of the amount invested. A relevant factor for the assessment of counterparty risk of the Issuer is the financial strength of the Issuer and the Hedge Providers. The financial statements for the Issuer and Instreet Investment Limited are available free of charge upon the request of Investors by contacting the Issuer on 1300 954 678 or from the Issuer's website at <http://www.instreet.com.au/about-us/more-information>. The Issuer is a special purpose vehicle with minimal equity which was established for the sole purpose of issuing Deferred Purchase Agreements and other structured products, it has no other business activities. The Issuer undertakes to at all times issue products where the relevant assets are ringfenced from cross-liability. Therefore, the assets of the Issuer are subject to various charges and Investors' recourse is limited to the assets subject to the relevant Charge. For more information on the Issuer please refer to Section 8 "Parties to the Offer".

The Issuer has granted Investors an Issuer Charge over the Secured Property for the relevant Series. The Secured Property includes certain amounts received by

the Issuer in connection with the DPA Units (other than the Interest Payments) and the Hedge which hedges the Issuer's obligation to pay the Coupons and the Final Value. The Hedge will comprise customised call option(s) entered into between the Issuer and the Hedge Provider. Investors should note that Secured Property is released from the Issuer Charge when paid to Investors in accordance with the Terms (e.g. as Coupons), when paid to the Hedge Provider in relation to the Hedge and when due and payable to the Issuer, Arranger, your financial advisor or other person in respect of the Advisor Loan Trail Fee, Loan Establishment Fee, Arranger Fee or other fees, costs and expenses payable to them.

The Issuer Charge is held on trust for Investors by the Security Trustee pursuant to the Security Trust Deed. There is one Issuer Charge for each Series. Each Issuer Charge is separate and distinct so that the Hedge for each of the Series is ringfenced and protected from cross-liability of the other Issuer Charges and Series.

If the Issuer defaults on a (i) a payment or delivery obligation; or (ii) any other obligation under the DPA and in the Security Trustee's opinion (acting on the instructions of the Investor), the failure is materially adverse to the Investors and cannot be remedied (or has not been remedied within 5 business days of written notice), the Security Trustee has the power to enforce the Issuer Charge for and on behalf of Investors and enforce the Issuer's rights under the Hedge.

If the Charge is enforced by the Security Trustee on behalf of Investors, the Hedge Provider will then owe its obligations (if any) under the Hedge to the Security Trustee for and on behalf of Investors in the affected Series. In this case the Security Trustee will receive from the Hedge Provider any amounts due to the Issuer under the Hedge and will distribute these to Investors. This means that Investors will have credit exposure to the Hedge Provider. However, Investors should note that if the Issuer Charge is enforced following an event of default by the Issuer, then any unpaid fees of the Security Trustee could be deducted from any amount recovered under the Issuer Charge. The Issuer will only deal with Hedge Providers who are a bank rated Investment Grade or better or a subsidiary of banks rated Investment Grade or better.

Investors should, however, be aware that a default by the Issuer under the DPA may also be a default under the Hedge (for example, if the Issuer is insolvent). If this is the case, the Hedge Provider will have the power (but not the obligation) to terminate the Hedge and calculate the termination value of the Hedge. This termination value may be significantly less than the Issue Price or the amount of any Coupons and may be zero. This means that Investors may receive zero and lose their Total Investment Amount and any fees and interest (including the Loan Establishment Fee and Total Interest Amount), even if the Issuer Charge is enforced. There are also risks involved with the enforcement of the Issuer Charge, please refer to "Risk

relating to enforcement of Issuer Charge and appointment of administrator" below.

Please refer to Section 12 "Additional Information" for more details on the Security Trust Deed and Issuer Charge. There is also the risk that the Security Trustee may be unable to perform its obligations under the Security Trust Deed and the Issuer Charge.

- **Coupons.** For Series 12 only, the receipt of Coupons is not fixed. Investors may not receive a Coupon. There will be no Coupon paid to Investors if there has not been an increase in the Reference Index over the respective Period of the Investment Term to which the Coupon relates. For example, there will be no Coupon at the end of the First Period if there has not been an increase in the Reference Index over the first year of the Investment Term (First Period). Where the Reference Index has remained constant or declined over this Period, there will be no Coupon paid and Investors will not be required to make any payment to the Issuer. The Coupon payments for Series 12 are uncapped.

For Series 11 & 13, there are fixed Coupons of 4.0% of the Issue Price paid at the end of the First Period and Second Period. These Coupons are fixed and paid regardless of the performance of the Reference Index over the relevant Period. There is also the potential for a final uncapped Coupon payable at Maturity, depending on the positive performance of the Reference Index over the Investment Term (subject to averaging). There will be no Coupon paid to Investors at Maturity if there has not been an increase in the Reference Index over the Investment Term (subject to averaging) in excess of the sum of the first two Coupons previously paid. However, if an Investor in Series 11 or 13 exercises the Annual Walk Away Option at the end of a Period (by electing not to, or failing to pay, the Interest Payment in respect of the next Period), the Investor will not be entitled to and consequently will not receive the Coupon payable in respect of the previous Period.

For Series 11 & 13, averaging is applied to the Reference Index Value at the beginning and the end of the Investment Term to manage the risk of volatility. The Reference Index Value used to calculate the third and final Coupon is based on a Reference Index Value averaged over the three Issuance Averaging Dates and three Maturity Averaging Dates. For more information regarding averaging risk, please see "Averaging risk" below and Section 15 "Formulae & Calculations".

For an explanation of how the Reference Index Value will impact on any possible Coupon payments, please refer to Section 5 "Worked Examples."

- **Loan risks.** In the event of an Investor requested Issuer Buy-Back which is accepted by the Issuer or an Early Maturity Event, Investors will not be entitled to a refund of any prepaid Interest Payments or the Loan Establishment Fee. Loan Break Costs may also apply if your Loan Amount is repaid prior to the Maturity Date.

Units will be held by the Custodian on your behalf under the terms of the Custody Deed and subject to the Fixed Charge. The Lender may exercise its rights under the Fixed Charge to effect repayment of your Loan Amount in the event of non payment, or in certain circumstances you may be deemed to have elected to use the Agency Sale Option.

If you are deemed to have elected the Agency Sale Option you will assign all of your rights under the Loan Agreement to the Acceptor, and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Custodian to hold the Delivery Parcel on your behalf and to authorise and direct the Custodian to apply the resulting Sale Monies to pay the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan, and any surplus will be paid to you. If you fail to pay the prepaid interest for the First Period when due the Issuer will not issue you any Units on the Commencement Date. If you fail to pay the prepaid Interest Payment for the Second Period and/or Third Period, your investment in the Units will be terminated and, for Series 11 & 13 only, you will not be entitled to and consequently will not receive the Coupon payable in respect of the previous Period.

As the Loan is a limited recourse Loan, the Lender cannot take action against Investors to recover any amount beyond the Investor's interest in the Units (including any Coupon, Delivery Asset, Sale Monies or other amount payable under the Units).

- **Prepaid Interest risk.** Prepaid interest must be paid by Investors prior to the Commencement Date. The value of the Units is referenced to the performance of the Reference Index. There is no guarantee that the Units will generate returns in excess of the Total Interest Amount and fees paid. Additionally, in the event of an Investor requested Issuer Buy-Back, an Early Maturity Event or where Investors elect to repay their Loan Amount prior to the Maturity Date, Investors will not receive a refund of any Interest Payments made or fees paid.
- **Fixed Charge.** There is a risk that the Fixed Charge will become immediately enforceable. If an Early Maturity Event or other certain events occur (please see Section 7 "The Loan Facility") the Fixed Charge will become enforceable and any amount owing to the Issuer may be satisfied by the Units (including any Coupon, Delivery Asset, Sale Monies or other amount payable under the Units). The Fixed Charge is granted by the Investor to the Issuer to secure the Secured Money only, therefore the Issuer will only have recourse to the Charged Property to repay the Loan Amount.
- **Performance of the Underlying Index and the Reference Index.** Historical prices of the Underlying Index and Reference Index should not be taken as an indication of the future performance of the Underlying Index and Reference Index during the Investment Term. It is impossible to determine with certainty

## 4. Risks Continued

whether the Underlying Index and Reference Index will rise or fall. The return on the Underlying Index and Reference Index is subject to the performance of the individual equities or assets included in the Reference Index and the volatility overlay. Therefore, all factors likely to affect the performance of the securities or the assets which comprise the Underlying Index are important and Investors should consider all appropriate publicly available information in relation to the Underlying Index (and the securities or assets which comprise it). These factors include, but are not limited to, movements in international financial markets, interest rates, commodities, currency rates and global economic, political, technological and environmental factors.

- **Price Index (Series 11 only).** Performance of the Underlying Index reflects the movements in the price of the shares in the index and does not take into account dividends, interest or other income paid on those shares.
- **Volatility risk.** Poor performance due to the volatility or the poor performance of the Underlying Index will be magnified by the level of exposure that the Units have to the Underlying Index through the Reference Index.

The Participation Rate is a mechanism utilised to manage the risks associated with poor performance due to the volatility of the Underlying Index, by varying the level of exposure to the Underlying Index according to the Reference Index Calculation Agent's calculations regarding the Underlying Index's level of volatility.

The Participation Rate may also present an investment risk should the Participation Rate represent an exposure of more than 100% to the Underlying Index. This has the potential to magnify both gains and losses. Investors should also be aware that where there is a high level of volatility, triggering a Participation Rate of less than 100%, Investors may not gain the full benefits of an increase of the value of the Underlying Index. Conversely, where volatility is low, the Participation Rate will be higher than 100% and investors will have a magnified exposure to the Underlying Index. Where the level of the Underlying Index drops in these circumstances, a Participation Rate of more than 100% will result in Investors' losses being magnified. However, Investors should note that the Participation Rate is capped at 150%. The minimum Participation Rate is 0% which means that Investors have no exposure to the Underlying Index and this may limit the performance of the Units and any Coupons that may otherwise be payable.

As at the date of the PDS, due to current volatility levels, the Participation Rate in respect of Series 11 is approximately 52%. This means that the Reference Index and the Units have significantly less than 100% exposure to the performance of the Underlying Index. There is risk that the Participation Rate may remain

below 100% for the entire Investment Term. This may limit the performance of the Units and any Coupons that may be payable.

For Series 12 & 13, the Participation Rate will always be a multiple of 5%, e.g. 150%, 145%, 140% down to a minimum of 0%. The Reference Index Calculation Agent will calculate the Participation Rate, it will then be rounded up or down in accordance with normal rules to the nearest 5% step. For example, a Participation Rate of 87.4% would be rounded down to 85%, and a Participation Rate of 87.5% would be rounded up to 90%.

Investors should note that there is a lag in measuring the volatility of the Underlying Index.

For Series 11, the Participation Rate is calculated each Calculation Date based on the level of the Underlying Index over the last 100 Calculation Dates.

For Series 12 & 13, the Participation Rate is determined each month and is based on the level of the Underlying Index over the last 30 Calculation Dates. This means that the Participation Rate will not be affected by volatility and the Investor's exposure to the Underlying Index will remain the same until the Participation Rate is calculated again. For example, if there has been a period of high realised volatility for the 30 Calculation Dates prior to the calculation of the Participation Rate then an Investor's exposure to the Underlying Index for the next month (i.e. until the Participation Rate is calculated again) could remain at a lower level compared to if the Participation Rate was calculated daily.

In relation to Series 11, 12 & 13, in periods of high realised volatility, the Investor's exposure to the Underlying Index will be low, regardless of whether the Underlying Index is performing positively or negatively. Where realised volatility has been very low, the exposure to the Underlying Index will be high, again regardless of whether the Underlying Index is performing positively or negatively.

- **Final Value.** The Final Value is the Issue Price of \$1.00 per Unit. Where the aggregate of the Coupon payments does not exceed the Total Interest Amount and all fees paid, the receipt of the Final Value may represent a loss to Investors. Should you only receive the Final Value, you may not receive any amount at Maturity because it is all applied to repayment of the Loan Amount.
- **Limitation on \$1.00 Final Value.** If there is an Early Maturity Event, or if you do not hold your Units until Maturity (for example, due to Issuer Buy-Back or your exercise of the Annual Walk Away Option), the Final Value of \$1.00 will not apply. In the event of an Early Maturity, the value that you receive on an Early Maturity may be less than the Issue Price, and after repayment of the Loan Amount you may not receive anything.

- **Leverage.** Investors only pay the first Interest Payment and the Loan Establishment Fee upfront to invest in the Units, but receive Units with an Issue Price of \$1.00 per Unit, exposure to the Reference Index is therefore considered leveraged. Additionally, the investment is also leveraged because of the Limited Recourse Loan and because the exposure of the Reference Index (and therefore the Units) to the Underlying Index may be greater than 100% (due to the use of variable Participation Rates).

This means that you will have magnified exposure to both increases and decreases in the Reference Index. This may have the potential for increased gains, and it may also magnify losses.

- **Averaging risk (Series 11 & 13 only).** The final Coupon for Series 11 & 13 will be determined having regard to the average levels of the Reference Index Value over the first and last three months of the Investment Term. This averaging technique is expected to reduce the effect of volatility of the Underlying Index when calculating the Reference Index Value and the value of the final Coupon.

While this averaging over the last three months of the Investment Term would be expected to decrease the impact of a fall in the value of the Reference Index during that period on the final Coupon, it would also be expected to decrease the impact of an increase in the value of the Reference Index during that period on the final Coupon. The averaging over the first three months of the Investment Term would, in circumstances where the Reference Index performs well over that Period, be expected to result in a lower final Coupon than if the return on the Reference Index was calculated solely by reference to the Reference Index on the Commencement Date.

- **Point-to-point return risk (Series 12 only).** For the purposes of calculating the Coupons (if any) for Series 12, the return on the Reference Index, is determined using the Reference Index Value on the Period Start Date and Period End Date in respect of the relevant Period.

There is a risk that the Reference Index (or any component of the Reference Index, including the Underlying Index) may perform poorly on the relevant date. Under these circumstances the Coupons (other than the fixed Coupons for Series 12) would be lower than if the return on the Reference Index was calculated using the averaging of a number of observation dates taken during the relevant Period or the Investment Term. Please refer to Section 5 "Worked Examples" for further information.

- **Delivery Parcel.** The Units and (once you receive the Delivery Assets at Maturity) the Delivery Assets which make up the Delivery Parcel, are subject to all the market risks and other risks inherent in ownership of listed securities. Such risks include but are not limited to a fall in market value, or illiquid trading following Maturity of the Units.

Before you take delivery of the Delivery Assets you should first seek independent professional advice with regards to the future prospects of the Delivery Assets and whether they are an appropriate investment for you.

Some of the above considerations may result in the market value of the Delivery Assets transferred to you being less than the Maturity Value. If you do not want to bear these risks, you may wish to elect to receive the Sale Monies by entering into the Agency Sale Option. However, you should consult your financial and taxation advisor about the taxation and financial consequences of doing so.

In particular, it may have consequences for deductibility of any financing of your investment in the Units (including the Interest Payments and the Loan Establishment Fees) and whether the gain or loss on sale of the Delivery Assets would be assessable as ordinary income rather than under the capital gains tax provisions (see Section 11 "Taxation").

- **Underlying Index Sponsor and Reference Index Calculation Agent risk.** Investors in the Units are exposed to the risk that the Underlying Index Sponsor or Reference Index Calculation Agent cannot or does not continue to calculate the Underlying Index or Reference Index. If this occurs, and an appropriate replacement cannot be found in the appropriate time, the Issuer may deem this to be an Early Maturity Event.
- **Default under the Hedge for another Series.** Although there is a separate Hedge for each Series of product, if there is an insolvency event (whether by the Issuer or the Hedge Provider) under a Hedge, then the Hedges for all Series may terminate and the relevant Hedge Provider and the Issuer will have the right to set off and net the amounts payable on termination across the Hedges for all Series (where the same Hedge Provider is the counterparty). The Issuer will ensure that all of its obligations under each Hedge are paid in full up front and that there would only be a positive amount owing to the Issuer from the Hedge Provider under each Hedge. Except in the case of an insolvency event, the right to set off and net payments applies separately to the Hedge for each Series. This right to set off and net will apply before the rights that an investor has under a charge and may adversely affect the amount that is recoverable by enforcing the Issuer Charge. This means that Investors may receive zero and lose their Total Investment Amount and all fees and interest paid (including the Loan Establishment Fee and Total Interest Amount) even if the Issuer Charge is enforced.

Where the Issuer has numerous Hedges with one Hedge Provider, if the Issuer defaults under one of the Hedges only, the Hedge Provider has the ability to elect whether to terminate all the outstanding Hedges, or whether to suspend any payment or delivery obligations the Hedge Provider owes. Although the Hedge Provider cannot net across all the Transactions (unless the Issuer is insolvent), the early termination or payment suspension of all Hedges outstanding with that Hedge Provider may adversely impact the return

## 4. Risks Continued

which investors in those affected Series may receive. This is a low risk because of the business model the Issuer has put in place which will generally mean the Issuer prepays in full all its obligations under the Hedge. Similarly, if the Hedge Provider defaults under one Hedge only, the Issuer has the ability to elect to terminate all outstanding Hedges or suspend its obligations to the Hedge Provider.

- **Risk relating to enforcement of Issuer Charge and appointment of administrator.** There is a separate Issuer Charge for each Series. Certain amounts and fees (including Interest Payments) are not subject to, or are released from, the relevant Issuer Charge. As a result, the Security Trustee (through the relevant Issuer Charge for each Series) may not have a charge or charges over the whole, or substantially the whole, of the Issuer's property and, following the appointment of an administrator to the Issuer, may be unable to enforce the relevant Issuer Charge for a Series unless the administrator's consent is obtained or otherwise with the leave of the court. The Security Trustee has multiple charges (being the relevant Issuer Charges in respect of each Series) over what is intended to be substantially the whole of the assets of the Issuer. However, if all of the Issuer Charges are not enforced (or able to be enforced) at the same time, the Security Trustee may require the consent of the administrator or the leave of the court to enforce the relevant Issuer Charge in respect of a Series.
- **The Security Trust Deed may terminate.** Each Separate Trust created under the Security Trust Deed (being one Separate Trust for each Series) will terminate when Instreet has satisfied in full its Secured Obligations in respect of that Separate Trust and the Trust Fund for that Separate Trust is distributed in full. The Security Trustee may also resign or be removed. No resignation or removal of the Security Trustee takes effect until a successor Security Trustee has been appointed.
- **Event of Default under the Issuer Charge.** If an Event of Default under the Issuer Charge occurs, it is very likely that it will also constitute an Event of Default under the Hedge. If the defaulting party is the Issuer (or Chargor), then the Hedge Provider (and counterparty to the Hedge) will have the right (but not the obligation) to terminate the Hedge. If the Hedge is terminated, it will be an early unwind and the value derived will be the early termination value of the Hedge. This may be significantly less than the value that Investors could expect on Maturity, and may be zero. Therefore, even though the Secured Property is charged for the benefit of Investors, if an Event of Default occurs and the Issuer Charge is enforced, Investors may receive nothing, depending upon the value of the Secured Property at the time of enforcement. In addition, any amount received may be reduced due to costs related to the enforcement or fees due to the Security Trustee.
- **Limited Recourse by Investors.** To protect different Series from cross-liability, Investors in any one Series of product are limited in their recourse against the Issuer (if the Issuer defaults under the Units or the PDS) to only the assets (being the Hedge) subject to their Issuer Charge. Otherwise, Investors have no right of recourse against the Issuer whatsoever.
- **Withdrawal risks.** There is a risk that Investors will lose some or all of their Total Investment Amount and any fees and interest paid (including the Loan Establishment Fee and Total Interest Amount) due to:
  - Investors disposing of the Units before Maturity;
  - there being no assurance that the Issuer will buy back your Units (and there is no obligation on the Issuer to do so). Issuer Buy-Back requests are irrevocable and the Issuer might not accept a request immediately but hold it over. This may delay the processing of an Investor's Issuer Buy-Back request and may impact the Buy-Back Price an Investor receives; and
  - if the Issuer does not buy back your Units, you may not be able to realise your investment until final Maturity.
- **Issue Price for the Units.** The value of the Units may fluctuate between the date you purchase Units and the Maturity Date due to market conditions. Several factors will influence the market value of the Units including (amongst other things) the prevailing price and volatility of the Underlying Index.

The Issuer may issue additional series of Units in the future. The Issue Price for these Units will reflect (amongst other things) the prevailing market conditions at the commencement date of those units, and which may be different to the market conditions as at the Commencement Date of Units offered under this PDS. You should invest in Units offered under this PDS only if you are satisfied that the Issue Price of the Units (as determined by reference to the market at the Commencement Date) is appropriate for your individual circumstances.
- **Value of the Units before the Maturity Date.** The Final Value of the Units is \$1.00 (unless Early Maturity occurs). The market value of the Units before the Maturity Date will be determined by many factors. These include:
  - Reference Index Value, which takes into account the value of the Underlying Index, the Realised Volatility of the Underlying Index and the Participation Rate;
  - time to Maturity;
  - interest rates;
  - general market risks including but not limited to general index movements, macroeconomic risks and supply and demand;
  - fees; and
  - perceived creditworthiness of the Hedge Provider.

Investors should be aware the Units are designed to be held to Maturity and are not designed to be a trading instrument.

- **No investigation.** No investigation or review of the underlying securities or other assets comprised in the Reference Index or Underlying Index from time to time or the issuers of such securities or assets, including but without limitation, any public filings made by the issuers of the underlying securities or assets have been made for the purposes of forming a view as to the merits of an investment linked to the Reference Index or Underlying Index. Nor is any guarantee or express or implied warranty in respect of the selection of the underlying securities or assets comprised within the Underlying Index or Reference Index or the methodology of calculating the Reference Index or Underlying Index made. Investors should not conclude that the sale by the Issuer of the Units is any form of investment recommendation by it or any of its affiliates.
  - **General market risks.** The market price of the Units will be subject to general index movements, macroeconomic risks, supply and demand and perceived changes in the creditworthiness of the Issuer or other reasons. For instance, the value of the Units may fall if the Underlying Index falls in value and vice versa.
  - **Commodity risks (Series 12 & 13 only).** The performance of the Reference Index for Series 12 & 13 is dependant on the performance and volatility of the Underlying Index, which itself depends on the performance of its components. The Underlying Index references a diversified portfolio of commodity indices. The level of the Underlying Index is subject to the performance of the individual commodity indices included in the index. Performance of the Underlying Index will be influenced by economic and industry conditions. In particular, Investors should understand that investments in Units relating to commodity markets may be negatively affected by global economic, financial, natural, weather, environmental and political events and developments, and that such events and developments, amongst other things, may have a material effect on the value of the Underlying Index and/or the performance of the Reference Index.
  - **Reference Index and Underlying Index methodology.** The Reference Index for Series 12 & 13 follows a notional rules-based methodology that operates on the basis of pre-determined rules. Investors should consider whether an exposure to the Reference Index is appropriate in light of their individual circumstances and objectives. The methodology and rules relating to the Reference Index and calculation of Reference Index value may be amended, modified or adjusted from time to time by the Reference Index Calculation Agent or index sponsor. Any such amendment may have an adverse effect on the Underlying Index and can be implemented without the consent of or notice to Investors in the Units.
- Similarly, the rules relating to the Underlying Index for Series 11, 12 & 13 may be amended, modified or adjusted from time to time and this will affect the returns on the Reference Index and therefore the Units.
- **Termination of Reference Index or Underlying Index.** The index sponsor, Reference Index Calculation Agent or Underlying Index Sponsor may cease to calculate the relevant Reference Index or terminate the Underlying Index at any time. If this occurs, the Issuer may deem these to be an Early Maturity Event and terminate the Units early, or may select an appropriate replacement.
  - **Time Value of Money risk.** The present value of \$1.00 is not the same as the value of \$1.00 in three or five year's time. The level of actual inflation will impact on the value of \$1.00, therefore, the Final Value per Unit value of \$1.00 today will be less than the Final Value per Unit value of \$1.00.
  - **Underlying Index Rebalancing risk.** The securities comprising the Underlying Index may change substantially over the life of the investment. In particular, it is possible that the initial constituent securities will increase substantially in value prior to the Maturity Date but that the Reference Index or Underlying Index will decline in value during such period. Investors should have regard to this when considering the importance of the identity of the initial securities comprising the Underlying Index.
  - **Early Maturity risk.** The Units can mature early if an Early Maturity Event occurs or if an Investor requests an Issuer Buy-Back. In the event of Early Maturity, Break Costs may be incurred and the value realised by Investors for their Units may be adversely affected. The Issuer may nominate an Early Maturity Event in certain circumstances, including if its hedging arrangements are terminated early, or the Reference Index or Underlying Index falls by 35% or more from the Commencement Date at any point during the Investment Term (Series 12 & 13 only) or the Issuer has to pay an additional amount as a result of a Change of Law. Please refer to clause 5.1 of Section 14 "Terms of the Deferred Purchase Agreement" of the PDS.
  - **Foreign Exchange risk (Series 12 & 13 only).** In respect of Units in Series 12 & 13, the Reference Index, the Underlying Index and the securities or assets comprising the Underlying Index are not denominated in Australian dollars. In the event of Early Maturity or if an Investor requests an Issuer Buy-Back of their investment in Series 12 & 13 Units, losses may be incurred as a result of adverse movements in foreign currencies or Break Costs associated with foreign currency hedging.
  - **Conflicts of interest.** Instreet Structured Investment Pty Ltd, Instreet Investment Limited and their affiliates, parent entity and subsidiaries ("Instreet Group") may face possible conflicts of interest in connection with its roles as Issuer, Arranger, Acceptor, Reference Index Calculation Agent and any other role as described in

## 4. Risks Continued

this PDS. For example, Instreet Group entities may engage in other financial service activities in relation to the Units and the Issuer, or companies in which the Underlying Index invest, or trade in the underlying assets that comprise the Underlying Index, Reference Assets or Delivery Assets or financial instruments linked thereto for their own account, or for the account of others. In addition, an Instreet Group entity, as Reference Index Calculation Agent, calculates all the components, formulae, payments and the value of the Units or components thereof.

The Issuer does not check or confirm these calculations but accepts the calculations provided by the Instreet Group entity (in the absence of manifest error). All of these activities may result in conflicts of interest with respect to the financial interests of the Instreet Group.

The Issuer has a conflicts of interest policy to ensure that it identifies and appropriately manages all conflicts of interest. The Issuer's conflicts of interest policy relates to its monitoring, prevention and other compliance measures related to the management of conflicts of interests. At all times the Issuer attempts to prevent or manage conflicts of interest in accordance with its policy. You may request a copy of the Issuer's conflicts of interest policy by contacting Instreet 1300 954 678.

- **Additional conflict of interest (Series 12 & 13 only).** Potential conflicts of interest may exist in the internal teams and divisions within Barclays Bank PLC. Barclays Bank PLC, in acting in various different capacities (including, without limitation, in the course of normal business operations capacity of the Reference Index Calculation Agent and other divisions and teams in respect of the Underlying Index, in the capacity of Barclays Bank PLC and/or any the Underlying Index Sponsor in respect of the Underlying Index, and as a Hedge Provider to the Issuer from time to time) may face various potential conflicts of interest in the course of normal business operations.

Additionally, and during the course of normal business operations, the Underlying Index Sponsor and the Reference Index Calculation Agent, as a research team within Barclays Bank PLC may determine, calculate and publish the Underlying Index and Reference Index, while another team within Barclays Bank PLC may issue, enter into, promote, offer or sell transactions or investments linked, in whole or in part, to the Underlying Index or Reference Index. In addition, another team within Barclays Bank PLC may have, or may have had, interests or positions, or may buy, sell or otherwise trade positions in or relating to the underlying assets linked to the Underlying Index or Reference Index. Such activities may or may not have an impact on the level of the Underlying Index and Reference Index. In view of the different roles performed by Barclays Bank PLC through the various teams, Barclays Bank PLC as an entity is subject to potential conflicts of interests.

- **No secondary market - liquidity risk.** You may not be able to realise your investment when you want to. There is no secondary market for the Units and the Issuer Buy-Back facility is at the discretion of the Issuer. Issuer Buy-Back requests are only available quarterly and may not be accepted by the Issuer as determined in the Issuer's discretion. Issuer Buy-Back requests may be held over and may not be executed at all. Generally, the Issuer would only reject or defer an Issuer Buy-Back request if it is unable to adequately unwind its hedging arrangements.
- **Change of Issuer.** Under the terms of the Units, the Issuer has the right to transfer its rights and obligations under this PDS and the Terms, provided that it is not unfair within the meaning of Section 12BG of the ASIC Act.
- **Change of Lender.** Under the Terms of the Units, the Lender may assign or transfer the Loan and any or all of its rights and obligations under the Loan at any time during the Investment Term under this PDS and the Terms provided it is not unfair to Investors (as defined in Section 12BG of the ASIC Act). If the Lender assigns or transfers the Loan during the Investment Term, the terms of the Loan will not change, and the Loan will continue to be a limited recourse Loan.
- **Change in Terms.** The Terms applicable to the Units may be changed, where:
  - the variation is necessary or desirable in the opinion of the Issuer to comply with any statutory or other requirement of law;
  - the variation is necessary or desirable in the Issuer's opinion to correct any defect, manifest error or ambiguity provided that the variation is not unfair (as defined in Section 12BG of the ASIC Act); or;
  - the change is determined by the Issuer as being required under either clause 5 or 6 of the Terms, provided that the variation is not unfair (as defined in Section 12BG of the ASIC Act).

See clause 15 "Amendment of Terms" in Section 14 "Terms of the Deferred Purchase Agreement" for more information

- **Tax Risk.** The expected tax implications of entering into and exiting of the Units at Maturity may change as a result of changes in the taxation laws and interpretation of them by the Australian Tax Office ("ATO"). Please refer to Section 11 "Taxation" of this the PDS for a more detailed description of the taxation of the Units and obtain independent taxation advice that takes into account your specific circumstances.
- **Substitution of Delivery Assets.** In certain circumstances, the Issuer has the right to make adjustments to or substitute the Delivery Assets or any part of them. The substitute Delivery Asset must be a security quoted and trading on the ASX and included in the S&P/ASX200 Index. Please refer to clauses 4.7 and 6 of Section 14 "Terms of the Deferred Purchase Agreement".

- **No claim against underlying asset.** You do not have any interest in or rights to the underlying asset, Reference Index or Underlying Index to which the Units relate. For example, you will not receive dividends or distributions in respect of the actual assets underlying the Reference Index. Any claim against the Delivery Assets arise only after Maturity and upon taking physical delivery of them.
- **Interest Rate Risk.** You are exposed to the movement of interest rates whenever you redeem, transfer or sell your Units prior to the Maturity Date. Movements in interest rates (in Australian and overseas) will have an impact upon the value of Units.
- **Settlement Risk.** Upon purchasing the Units, you assume settlement risks relating to the Issuer failing to deliver the Delivery Assets. The Issuer believes this risk is remote. However, a delay in delivering the Delivery Parcel and/or Sale Monies could occur.
- **Issuer discretions and determinations risk.** The Issuer may retain various powers of discretion and the ability to make various determinations which may have a material impact on the value and performance of the Units (including the ability to declare an Early Maturity Event). Such discretions and determinations may create conflicts of interest and these discretions may be exercised (or not be exercised) and determinations may be made in a way that could adversely affect the value of Units.
- **Economic conditions.** General economic factors such as economic activity, inflation, currency fluctuations, industrial disruption, interest rate fluctuations and changes in laws and government policy in jurisdictions where the Issuer conducts business may have an adverse impact on the Issuer's business, financial condition and/or performance.
- **Changes in law.** The conditions of the Units are based on Australian law in effect as at the date of this PDS. Changes in the law or its interpretation, including taxation and corporate regulatory laws, practice and policy, could have a negative impact on the returns to Investors.  
  
In particular, the change of law risk in the context of income tax is discussed in Section 11 "Taxation". Investors should review Section 11 "Taxation" with their own tax advisor.
- **Legal investment considerations may restrict certain investments.** The investment activities of certain Investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential Investor should consult its legal advisors to determine whether and to what extent;
  - the Units are legal investments for that Investor;
  - the Units can be used as collateral for various types of borrowing; and
  - other restrictions which apply to its purchase of any of the Units. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of the Units under any applicable risk-based capital or similar rules.
- **Complex financial instruments.** The Units are complex financial instruments and can, in certain circumstances, provide a high level of exposure to the Reference Index. The Units may not be a suitable investment for all investors.
- **Compounding of risks.** An investment in the Units involves risks and should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the Reference Index or Underlying Index, and the terms and conditions of the Units as contained in the PDS. More than one risk factor may have simultaneous effects with regard to the Units such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Units.
- **Break Costs.** The Issuer may deduct Break Costs in relation to Early Maturity or Issuer Buy-Back. The Break Costs will form part of the calculation of the amount you will receive if your Issuer Buy-Back request is permitted or if an Early Maturity Event occurs.  
  
Break Costs include all costs, expenses and losses reasonably incurred by the Issuer acting in a commercially reasonable manner as a result of the determination of an Early Maturity Date, Buy-Back Date or other early termination, unwinding of any hedge position entered into in connection with the Units, or any loss of bargain. Break Costs could be significant and may not be in your favour.  
  
Break Costs will depend on the economic value the Issuer achieves on the unwinding of its hedge position (i.e. the amount it achieves on the sale or unwind of the options or other financial instruments that underlie the Units). The economic value the Issuer achieves will be reliant on several factors including but not limited to market liquidity, volatility, interest rates, market prices, foreign exchange rates (Series 12 & 13 only) and the time to Maturity. The impact of these factors are largely unknown and are dependant on movements in financial markets. Investors and their advisers can contact the Issuer and request an estimate of the Buy-Back Price (including Break Costs) that would apply to Units on any given day. The Issuer will provide estimates of Buy-Back Prices (which will include Break Costs) to Investors when it is able to accurately value the Units to enable them to determine the likely Buy-Back Price if the Investor requests an Issuer Buy-Back. However, the actual Buy-Back Price at which the Issuer will buy back your Units will not be known at the time an Issuer Buy-Back request is made and may be significantly less than the estimate provided.

## 4. Risks Continued

- **Derivatives risk.** Derivatives (such as swap agreements, certain types of deferred purchase agreements, options, futures, forward rate agreements and forward foreign exchange contracts) may be utilised by the Issuer to manage risk or to gain exposure to individual securities, assets and investment markets. Risks associated with using a derivative include the value of the derivative failing to move in line with the underlying asset, potential illiquidity, and counterparty risk. This is where the counterparty to the derivative contract cannot meet its obligations under the contract. Any such risk occurring is likely to adversely impact the value of your Units.
- **Unit and regulatory risk.** The following risks may apply when investing in the Units:
  - characteristics of the Units may change;
  - taxation and other laws are subject to continual change and may affect the tax implications or other characteristics of your investment;
  - changes in the law or its interpretation, including taxation and corporate regulatory laws, practice and policy, could have a negative impact on the returns to Investors;
  - there may be different tax consequences for different Investors compared to investing directly in underlying investments;
  - there may be different tax consequences for Investors investing directly in the Reference Index or Underlying Index and those investing through an IDPS operator;
  - the Units could be, by regulation, deemed not to be securities but another class of financial product;
  - the Reference Index or Underlying Index could be terminated; and
  - the Issuer's hedging arrangements could be adjusted, amended or terminated.
- **Adjustment Events and Market Disruption Events.** Unexpected events can occur which can impact the Units in a way the Issuer had not anticipated, often adversely. The Issuer has certain powers under Section 14 "Terms of the Deferred Purchase Agreement" in the PDS in relation to how it can deal with such events, referred to as Adjustment Events and Market Disruption Events.

Examples of these are changes in the Underlying Index, Reference Index or in laws and regulations that would in turn affect the Units or if the Hedge was adjusted or varied. For example, if the Underlying Index or Reference Index was terminated and stopped being calculated then Units would be affected because there is no longer a Underlying Index or Reference Index. In this case, the Issuer might, amongst other options, consider replacing the Underlying Index or Reference Index, or otherwise adjust the terms of the Units to reflect any adjustment or change to the Hedge.

If a Market Disruption Event occurs, the Issuer acting in a commercially reasonable manner, may adjust any terms of this PDS or the Units to reflect any change to its hedging arrangements or may delay any calculations or payments. Investors should read clause 6.2 of the Terms. Any event that is both a Market Disruption Event and an Adjustment Event may be treated as either a Market Disruption Event or Adjustment Event or both if possible.

In some circumstances these events could also be classified as Early Maturity Events and lead to Early Maturity of the Units.

Please refer to clause 6 "Adjustment Events and Market Disruption Events" in Section 14 "Terms of the Deferred Purchase Agreement" of the PDS and Section 9 "What happens at Maturity?" for further details.

- **Other adjustments.** If the Issuer reasonably determines that any of the adjustment provisions are not appropriate for any particular circumstances or that an event occurs which has not been provided for, then the Issuer may alter the adjustment provisions provided that the alternation is not unfair (as defined in Section 12BG of the ASIC Act).
- **Managing your risks.** You can always help manage risks. Importantly, you can manage risk by:
  - obtaining professional investment advice to determine whether the Units suit your investment objectives, financial situation and particular needs;
  - reading all the information in this PDS before investing in the Units and making sure you understand what it is you are investing into;
  - obtaining professional investment advice concerning a suggested minimum investment time frame for the Units. Please note, however, that investing for the suggested minimum investment time frame does not entirely eliminate the risk of loss; and
  - reviewing your investments in light of your investment objectives, financial situation and particular needs.

## 5. Worked Examples

The returns shown in this example are fictitious and are used only to demonstrate how the features of the Units work. They are not a forecast, do not indicate past performance and are not a guarantee that similar returns will be achieved in the future. Returns are not guaranteed.

For Series 11 & 13, there is a fixed Coupon paid in respect of the First Period and Second Period (assuming Investors do not exercise the Annual Walk Away Option at the end of each of the relevant Period). There will be no Coupon paid to Investors in Series 11 & 13 at Maturity if there has not been an increase in the Reference Index from the Commencement Date to the Maturity Date in excess of the sum of first two Coupons paid.

For Series 12, where the return on the Reference Index Value over a particular Period is zero or negative, no Coupon will be payable for that Period.

The examples below assume that:

- the Investor holds 25,000 Units (i.e. the Minimum Investment in Series 11, 12 & 13);
- no Early Maturity Event or Adjustment Event has occurred during the Investment Term;
- no Delivery Costs are applicable;
- the Units are held to Maturity; and
- the taxation implications for Investors are not considered (refer Section 4 "Risk Factors" and Section 11 "Taxation").

For illustrative purposes only, the calculations in the examples have been rounded off at each step of the calculation. When the amounts are calculated to determine Coupons, Final Value, the Delivery Parcel and any other amounts due to Investors, rounding off of numbers will not occur until the final calculation of a relevant amount. Please refer to clause 16.3 of Section 14 "Terms of the Deferred Purchase Agreement" for more information.

### 5A. Series 11 & 13

The following example illustrates the returns on an investment in Series 11. An investment in Series 13 would operate in the same manner – however, with different Reference Index. An investment in Series 12 is illustrated in the example in Section 5B below.

#### Calculation of the Reference Index Value

The example for Series 11 assumes that the Reference Index Value at the Commencement Date is 100.

The Reference Index Value is calculated in accordance with the formula set out in Section 15 "Formulae & Calculations".

#### Calculation of the Coupons

Date	Scenario 1	Scenario 2
Issuance Averaging Date 1	100	100
Issuance Averaging Date 2	90	110
Issuance Averaging Date 3	110	90
Reference Index Issuance Average	100	100
First Period End Date / Second Period Start Date	90	110
Second Period End Date / Third Period Start Date	80	125
Maturity Averaging Date 1	80	135
Maturity Averaging Date 2	85	130
Maturity Averaging Date 3	90	125
Reference Index Maturity Average	85	130

## 5. Worked Examples Continued

### Scenario 1

#### Year 1

At the end of the First Period, assuming the Investor has paid the Interest Payment in respect of the Second Period, a fixed Coupon of 4.0% of the Issue Price is paid, regardless of the performance of the Reference Index.

First Period Coupon	=	Issue Price * 4.0%
	=	\$1.00 * 4.0%
	=	\$0.04 per Unit

The return to the Investor at the end of the First Period in the form of the First Period Coupon, assuming a holding of 25,000 Units and that the Investor has prepaid the \$2,062.50 Interest Payment for the Second Period, is A\$1,000.00. As the Investor outlaid A\$2,562.50 (made up of A\$2,062.50 in prepaid Interest Payment and A\$500 in Loan Establishment Fee) this translates to a loss of A\$1,562.50 or 60.98% of the amounts paid in this year.

If an Investor has elected set-off, the A\$1,000.00 due to the Investor as a Coupon for the First Period will be set-off against the \$2,062.50 Interest Payment due from the Investor in respect of the Second Period. Therefore, to continue with the investment, Investors must pay the difference, being A\$1062.50.

If an Investor has not elected set-off, they must pay the full \$2,062.50 Interest Payment for the Second Period, otherwise they will not be entitled to and will not receive the First Period Coupon and therefore will have lost A\$2,562.50 or 100% of the amount paid.

#### Year 2

At the end of the Second Period, assuming the Investor has paid the Interest Payment in respect of the Third Period, a fixed Coupon of 4.0% of the Issue Price is paid, regardless of the performance of the Reference Index.

Second Period Coupon	=	Issue Price * 4.0%
	=	\$1.00 * 4.0%
	=	\$0.04 per Unit

The return to the Investor at the end of the Second Period in the form of the Second Period Coupon, assuming a holding of 25,000 Units and that the Investor has prepaid the \$2,062.50 Interest Payment for the Third Period, is A\$1,000.00. As the Investor outlaid A\$2,062.50 in prepaid Interest Payment this translates to a loss of A\$1062.50 or 51.52% of the amounts paid in this year.

If an Investor has elected set-off, the A\$1,000.00 due to the Investor as a Coupon for the Second Period will be set-off against the \$2,062.50 Interest Payment due from the Investor in respect of the Third Period. Therefore, to continue with the investment, Investors must pay the difference, being A\$1062.50.

If an Investor has not elected set-off, they must pay the full \$2,062.50 Interest Payment for the Third Period, otherwise they will not be entitled to and will not receive the Second Period Coupon and therefore will have lost A\$2,062.50 or 100% of the amount paid in this year and A\$3625.00 or 78.38% of the amount paid in total in relation to the Units.

#### Year 3

Reference Index Return	=	(Reference Index Maturity Average – Reference Index Issuance Average) / Reference Index Issuance Average * 100
	=	(85-100) / 100 * 100
	=	-15%
Third Period Coupon	=	Issue Price * Max (Reference Index Return – 8%, 0)
	=	\$1.00 * Max (-15% - 8%, 0)
	=	\$1.00 * Max (-23%, 0)
	=	\$1.00 * 0
	=	\$0 per Unit

The return to the Investor at the end of the Third Period in the form of the Third Period Coupon, assuming a holding of 25,000 Units, is A\$0. As the Investor outlaid A\$2,062.50 in prepaid Interest Payment this translates to a loss of A\$2,062.50 or 100% of the amounts paid in this year. There is no set-off in respect of the Coupon paid in respect of the Third Period (if any).

## Summary

Therefore, assuming a holding of 25,000 Units, you would receive the following Coupons and would outlay the following prepaid Interest Payment and fees:

<b>Period</b>	<b>Coupon</b>	<b>Interest and Fees</b>
First Period	A\$1,000	A\$2,562.50
Second Period	A\$1,000	A\$2,062.50
Third Period	A\$0	A\$2,062.50
Total	A\$2,000	A\$6,687.50

This translates to a loss of A\$4,687.50 or 70.09% of amounts paid over the Investment Term.

## Scenario 2

### Year 1

At the end of the First Period, assuming the Investor has paid the Interest Payment in respect of the Second Period, a fixed Coupon of 4.0% of the Issue Price is paid, regardless of the performance of the Reference Index.

First Period Coupon	=	Issue Price * 4.0%
	=	\$1.00 * 4.0%
	=	\$0.04 per Unit

The return to the Investor at the end of the First Period in the form of the First Period Coupon, assuming a holding of 25,000 Units and that the Investor has prepaid the \$2,062.50 Interest Payment for the Second Period, is A\$1,000.00. As the Investor outlaid A\$2,562.50 (made up of A\$2,062.50 in prepaid Interest Payment and A\$500 in Loan Establishment Fee) this translates to a loss of A\$1,562.50 or 60.98% of the amounts paid in this year.

If an Investor has elected set-off, the A\$1,000.00 due to the Investor as a Coupon for the First Period will be set-off against the \$2,062.50 Interest Payment due from the Investor in respect of the Second Period. Therefore, to continue with the investment, Investors must pay the difference, being A\$1062.50.

If an Investor has not elected set-off, they must pay the full \$2,062.50 Interest Payment for the Second Period, otherwise they will not be entitled to and will not receive the First Period Coupon and therefore will have lost A\$2,562.50 or 100% of the amount paid.

### Year 2

At the end of the Second Period, assuming the Investor has paid the Interest Payment in respect of the Third Period, a fixed Coupon of 4.0% of the Issue Price is paid, regardless of the performance of the Reference Index.

Second Period Coupon	=	Issue Price * 4.0%
	=	\$1.00 * 4.0%
	=	\$0.04 per Unit

The return to the Investor at the end of the Second Period in the form of the Second Period Coupon, assuming a holding of 25,000 Units and that the Investor has prepaid the \$2,062.50 Interest Payment for the Third Period, is A\$1,000.00. As the Investor outlaid A\$2,062.50 in prepaid Interest Payment this translates to a loss of A\$1062.50 or 51.52% of the amounts paid in this year.

If an Investor has elected set-off, the A\$1,000.00 due to the Investor as a Coupon for the Second Period will be set-off against the \$2,062.50 Interest Payment due from the Investor in respect of the Third Period. Therefore, to continue with the investment, Investors must pay the difference, being A\$1062.50.

If an Investor has not elected set-off, they must pay the full \$2,062.50 Interest Payment for the Third Period, otherwise they will not be entitled to and will not receive the Second Period Coupon and therefore will have lost A\$2,062.50 or 100% of the amount paid in this year and A\$3625.00 or 78.38% of the amount paid in total in relation to the Units.

## 5. Worked Examples Continued

### Year 3

Reference Index Return	=	(Reference Index Maturity Average – Reference Index Issuance Average) / Reference Index Issuance Average * 100
	=	(130-100) / 100 * 100
	=	30%
Third Period Coupon	=	Issue Price * Max (Reference Index Return – 8%, 0)
	=	\$1.00 * Max (30% - 8%, 0)
	=	\$1.00 * Max (22%, 0)
	=	\$1.00 * 22%
	=	\$0.22 per Unit

The return to the Investor at the end of the Third Period in the form of the Third Period Coupon, assuming a holding of 25,000 Units, is A\$5,500. As the Investor outlaid A\$2,062.50 in prepaid Interest Payment this translates to a profit of A\$3,437.50 or 166.67% of the amounts paid in this year. There is no set-off in respect of the Coupon paid in respect of the Third Period (if any).

### Summary

Therefore, assuming a holding of 25,000 Units, you would receive the following Coupons and would outlay the following prepaid Interest Payment and fees:

<b>Period</b>	<b>Coupon</b>	<b>Interest and Fees</b>
First Period	A\$1,000	A\$2,620.50
Second Period	A\$1,000	A\$2,062.50
Third Period	A\$5,500	A\$2,062.50
Total	A\$7,500	A\$6,687.50

This translates to a profit of A\$812.50 over the Investment Term. This is equivalent to a profit of 12.15% over the Investment Term i.e. 4.05% p.a.

## 5B. Series 12

### Calculation of the Reference Index Value

The Reference Index Value is published daily on the Bloomberg website at <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND>.

### Calculation of the Coupons

Date	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Commencement Date	360	360	360	360
First Period End Date / Second Period Start Date	380	380	340	340
Second Period End Date / Third Period Start Date	415	370	355	330
Maturity Date	450	400	360	320

#### Scenario 1

##### Year 1

First Period return	=	(Reference Index Value at First Period End Date – Reference Index Value at Commencement Date) / Reference Index Value at Commencement Date
	=	(380 – 360) / 360
	=	0.0556
First Period Coupon	=	Issue Price * Max (First Period return, 0)
	=	\$1.00 * Max (0.0556, 0)
	=	\$1.00 * 0.0556
	=	\$0.0556 per Unit

The return to the Investor at the end of the First Period in the form of the First Period Coupon, assuming a holding of 25,000 Units, is A\$1,390. As the Investor outlaid A\$2,087.50 (made up of A\$1,587.50 in prepaid Interest Payment and A\$500 in Loan Establishment Fee) this translates to a loss of A\$697.50 or 33.41% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

##### Year 2

Second Period return	=	(Reference Index Value at Second Period End Date – Reference Index Value at Second Period Start Date) / Reference Index Value at Second Period Start Date
	=	(415-380) / 380
	=	0.0921
Second Period Coupon	=	Issue Price * Max (Second Period return , 0)
	=	\$1.00 * Max (0.0921, 0)
	=	\$1.00 * 0.0921
	=	\$0.0921 per Unit

The return to the Investor at the end of the Second Period in the form of the Second Period Coupon, assuming a holding of 25,000 Units, is A\$2,302.50. As the Investor outlaid A\$1,587.50 in prepaid Interest Payment this translates to a profit of A\$715 or 45.04% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

## 5. Worked Examples Continued

### Year 3

Third Period return	=	(Reference Index Value at Maturity Date – Reference Index Value at Third Period Start Date) / Reference Index Value at Third Period Start Date
	=	(450-415) / 415
	=	0.0843
Third Period Coupon	=	Issue Price * Max (Third Period return ,0)
	=	\$1.00 * Max (0.0843, 0)
	=	\$1.00 * 0.0843
	=	\$0.0843 per Unit

The return to the Investor at the end of the Third Period in the form of the Third Period Coupon, assuming a holding of 25,000 Units, is A\$2107.50. As the Investor outlaid A\$1,587.50 in prepaid Interest Payment this translates to a gain of A\$520 or 32.76% of the amounts paid in this year.

### Summary

Therefore, assuming a holding of 25,000 Units, you would receive the following Coupons and would outlay the following prepaid Interest Payment and fees:

Period	Coupon	Interest and Fees
First Period	A\$1390.00	A\$2087.50
Second Period	A\$2302.50	A\$1587.50
Third Period	A\$2107.50	A\$1587.50
<b>Total</b>	<b>A\$5800.00</b>	<b>A\$5262.50</b>

This translates to a gain of A\$537.50 over the Investment Term. This is equivalent to a gain of 10.21% over the Investment Term i.e. 3.40% p.a.

### Scenario 2

#### Year 1

First Period return	=	(Reference Index Value at First Period End Date – Reference Index Value at Commencement Date) / Reference Index Value at Commencement Date
	=	(380 – 360) / 360
	=	0.0556
First Period Coupon	=	Issue Price * Max (First Period return, 0)
	=	\$1.00 * Max (0.0556, 0)
	=	\$1.00 * 0.0556
	=	\$0.0556 per Unit

The return to the Investor at the end of the First Period in the form of the First Period Coupon, assuming a holding of 25,000 Units, is A\$1,390. As the Investor outlaid A\$2,087.50 (made up of A\$1,587.50 in prepaid Interest Payment and A\$500 in Loan Establishment Fee) this translates to a loss of A\$697.50 or 33.41% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

## Year 2

Second Period return	=	(Reference Index Value at Second Period End Date – Reference Index Value at Second Period Start Date) / Reference Index Value at Second Period Start Date
	=	(370 - 380) / 380
	=	-0.0263
Second Period Coupon	=	Issue Price * Max (Second Period return , 0)
	=	\$1.00 * Max (-0.0263, 0)
	=	\$1.00 * 0
	=	\$0.00 per Unit

The return to the Investor at the end of the Second Period in the form of the Second Period Coupon, assuming a holding of 25,000 Units, is A\$0. As the Investor outlaid A\$1,587.50 in prepaid Interest Payment this translates to a loss of A\$1,587.50 or 100% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

## Year 3

Third Period return	=	(Reference Index Value at Maturity Date – Reference Index Value at Third Period Start Date) / Reference Index Value at Third Period Start Date
	=	(400 - 370) / 370
	=	0.0811
Third Period Coupon	=	Issue Price * Max (Third Period return ,0)
	=	\$1.00 * Max (0.0811, 0)
	=	\$1.00 * 0.0811
	=	\$0.0811 per Unit

The return to the Investor at the end of the Third Period in the form of the Third Period Coupon, assuming a holding of 25,000 Units, is A\$2,027.50. As the Investor outlaid \$1,587.50 in prepaid Interest Payment this translates to a gain of \$440 or 27.72% of the amounts paid in this year.

## Summary

Therefore, assuming a holding of 25,000 Units, you would receive the following Coupons and would outlay the following prepaid Interest Payment and fees:

Period	Coupon	Interest and Fees
First Period	A\$1390.00	A\$2087.50
Second Period	A\$0	A\$1587.50
Third Period	A\$2027.50	A\$1587.50
Total	A\$3417.50	A\$5262.50

This translates to a loss of A\$1,845 over the Investment Term. This is equivalent to a loss of 35.05% over the Investment Term i.e. 11.69% p.a.

## 5. Worked Examples Continued

### Scenario 3

#### Year 1

First Period return	=	(Reference Index Value at First Period End Date – Reference Index Value at Commencement Date) / Reference Index Value at Commencement Date
	=	(340 - 360) / 360
	=	-0.05556
First Period Coupon	=	Issue Price * Max (First Period return, 0)
	=	\$1.00 * Max (-0.05556, 0)
	=	\$1.00 * 0
	=	\$0 per Unit

The return to the Investor at the end of the First Period in the form of the First Period Coupon, assuming a holding of 25,000 Units, is A\$0. As the Investor outlaid A\$2,087.50 (made up of A\$1,587.50 in prepaid Interest Payment and A\$500 in Loan Establishment Fee) this translates to a loss of A\$2,087.50 or 100% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

#### Year 2

Second Period return	=	(Reference Index Value at Second Period End Date – Reference Index Value at Second Period Start Date) / Reference Index Value at Second Period Start Date
	=	(355-340) / 340
	=	0.0441
Second Period Coupon	=	Issue Price * Max (Second Period return, 0)
	=	\$1.00 * Max (0.0441, 0)
	=	\$1.00 * 0.0441
	=	\$0.0441 per Unit

The return to the Investor at the end of the Second Period in the form of the Second Period Coupon, assuming a holding of 25,000 Units, is A\$1102.50. As the Investor outlaid A\$1,587.50 in prepaid Interest Payment this translates to a loss of A\$485 or 30.55% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

#### Year 3

Third Period return	=	(Reference Index Value at Maturity Date – Reference Index Value at Third Period Start Date) / Reference Index Value at Third Period Start Date
	=	(360-355) / 355
	=	0.0141
Third Period Coupon	=	Issue Price * Max (Third Period return,0)
	=	\$1.00 * Max (0.0141, 0)
	=	\$1.00 * 0.0141
	=	\$0.0141 per Unit

The return to the Investor at the end of the Third Period in the form of the Third Period Coupon, assuming a holding of 25,000 Units, is A\$352.50. As the Investor outlaid A\$1,587.50 in prepaid Interest Payment this translates to a loss of A\$1235.00 or 77.8% of the amounts paid in this year.

## Summary

Therefore, assuming a holding of 25,000 Units, you would receive the following Coupons and would outlay the following prepaid Interest Payment and fees:

<b>Period</b>	<b>Coupon</b>	<b>Interest and Fees</b>
First Period	A\$0	A\$2087.50
Second Period	A\$1102.50	A\$1587.50
Third Period	A\$352.50	A\$1587.50
Total	A\$1455.00	A\$5262.50

This translates to a loss of A\$3807.50 over the Investment Term. This is equivalent to a loss of 72.3 % over the Investment Term i.e. 24.1% p.a.

## Scenario 4

### Year 1

First Period return	=	(Reference Index Value at First Period End Date – Reference Index Value at Commencement Date) / Reference Index Value at Commencement Date
	=	(340-360) / 360
	=	-0.0556
First Period Coupon	=	Issue Price * Max ( First Period return, 0)
	=	\$1.00 * Max (-0.0556, 0)
	=	\$1.00* 0
	=	\$0 per Unit

The return to the Investor at the end of the First Period in the form of the First Period Coupon, assuming a holding of 25,000 Units, is A\$0. As the Investor outlaid A\$2,087.50 (made up of A\$1,587.50 in prepaid Interest Payment and A\$500 in Loan Establishment Fee) this translates to a loss of A\$2,087.50 or 100% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

### Year 2

Second Period return	=	(Reference Index Value at Second Period End Date – Reference Index Value at Second Period Start Date) / Reference Index Value at Second Period Start Date
	=	(330-340) / 340
	=	-0.0294
Second Period Coupon	=	Issue Price * Max (Second Period return , 0)
	=	\$1.00 * Max (-0.0294,0)
	=	\$1.00* 0
	=	\$0 per Unit

The return to the Investor at the end of the Second Period in the form of the Second Period Coupon, assuming a holding of 25,000 Units, is A\$0. As the Investor outlaid A\$1,587.50 in prepaid Interest Payment this translates to a loss of A\$1,587.50 or 100% of the amounts paid in this year.

At this point the Investor may elect not to continue with their investment. If the Investor elects to continue with an investment in 25,000 Units they must pay A\$1,587.50 in prepaid Interest Payment for next the following Period. There is no set-off of Coupons in relation to Series 12 and any Coupons are paid regardless of whether the Interest Payment in respect of the following Period has been paid.

## 5. Worked Examples Continued

### Year 3

Third Period return	=	(Reference Index Value at Maturity Date – Reference Index Value at Third Period Start Date) / Reference Index Value at Third Period Start Date
	=	(320-330) / 330
	=	-0.0303
Third Period Coupon	=	Issue Price * Max (Third Period return,0)
	=	\$1.00 * Max (-0.0303, 0)
	=	\$1.00 * 0
	=	\$0.00 per Unit

The return to the Investor at the end of the Third Period in the form of the Third Period Coupon, assuming a holding of 25,000 Units, is A\$0. As the Investor outlaid A\$1,587.50 in prepaid Interest Payment this translates to a loss of A\$1,587.50 or 100% of the amounts paid in this year.

### Summary

Therefore, assuming a holding of 25,000 Units, you would receive the following Coupons and would outlay the following prepaid Interest Payment and fees:

Period	Coupon	Interest and Fees
First Period	A\$0	A\$2087.50
Second Period	A\$0	A\$1587.50
Third Period	A\$0	A\$1587.50
Total	A\$0	A\$5262.50

This translates to a loss of A\$5262.50 over the Investment Term. This is equivalent to a loss of 100 % over the Investment Term i.e. you have lost your entire Total Interest Amount and Loan Establishment Fee paid.

## 5C. Calculation of the Maturity Value and the Delivery Parcel

The Final Value is the Issue Price of A\$1.00 per Unit. That is, the value of the Final Value, and therefore the value of the Delivery Parcel, is not subject to the performance of the Reference Index. The Final Value will be satisfied by the delivery of ASX Listed Securities with a market value equivalent to the Final Value.

The ASX Listed Securities are approximately equal values of ordinary shares in the following Delivery Assets:

- BHP Billiton Limited
- Commonwealth Bank of Australia
- Wesfarmers Limited
- Westpac Banking Corporation
- Woolworths Limited

At Maturity, you will have the option to either take delivery of the Delivery Parcel or utilise the Agency Sale Arrangement.

The number of each type of Delivery Asset that would be received by an Investor (i.e. the Delivery Parcel) is calculated as follows:

$$\frac{(FV \times N) - \text{Costs}}{CP} \times \text{weight of Delivery Asset}$$

Where:

FV = Final Value per Unit = A\$1.00

N = Number of Units held by each Investor

CP = Delivery Asset Price of the relevant Delivery Asset

Costs = Any applicable Costs and Taxes associated with delivering the ASX Listed Securities Weight of Delivery Asset is determined by the number of different types of Delivery Assets. Each type of Delivery Asset is equally weighted.

For example, assuming no Delivery Costs (as at the date of this PDS, it is not anticipated that Delivery Costs will apply), the number of BHP Billiton Limited ordinary shares delivered will be:

$$= \frac{((FV \times N) - \text{Costs}) \times \text{weight of Delivery Asset}}{CP}$$

$$= \frac{(\$1.00 \times 25,000) \times 20\%}{A\$40.00}$$

$$= 125 \text{ shares of BHP Billiton Limited (i.e. A\$5,000 worth of shares)}$$

The following table summarises the number of each Delivery Asset delivered to you in your Delivery Parcel at Maturity. Under this example, assuming you hold 25,000 Units and no Delivery Costs are applicable (as at the date of this PDS, it is not anticipated that Delivery Costs will apply):

Delivery Asset	Delivery Asset Price	Number of ASX Listed Securities (Delivery Parcel)
BHP Billiton Limited	A\$40.00	125
Commonwealth Bank of Australia	A\$52.00	96
Wesfarmers Limited	A\$28.00	178
Westpac Banking Corporation	A\$23.00	217
Woolworths Limited	A\$27.00	185

The Delivery Asset Prices for each of the Delivery Assets used for the purpose of this example are hypothetical and are provided for illustrative purposes only. The above figures were calculated on the assumption that the Loan Amount has been repaid and that there were no Delivery Costs applicable (as at the date of this PDS, it is not anticipated that Delivery Costs will apply). The number of Delivery Assets has been rounded off to the nearest whole number and is valued at A\$24,962. Therefore, there is a difference of A\$38 (i.e. A\$25,000 less A\$24,962). As this amount is greater than A\$20.00, this amount will be paid to your nominated account within 10 Business Days of the Settlement Date.

## 6. Reference Index and Underlying Index Disclaimer

### Series 11

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## 7. The Loan Facility

Investors must borrow 100% of the Issue Price on the Loan Drawdown Date. The Lender is Instreet Structured Investment Pty Limited. The Loan is a limited recourse Loan which means the Lender's recourse is limited to your Units (including without limitation, any Coupons, Delivery Parcels, Sale Monies). Otherwise, the Lender has no recourse against you for the Loan Amount (\$1.00 per Unit) or any other amount after the first year's Interest Payment is made. Interest on the Loan Amount is prepaid annually in advance. The Loan is for a minimum term of 1 year and a maximum term of 3 years.

The Loan Amount is drawn down on the Loan Drawdown Date and the Loan monies are applied directly to pay the Issue Price on your Units.

### First Period Interest Payment

Under the Loan, you are required to prepay interest for the first Period on the first Interest Payment Date for the Loan Amount to be drawn down and Units issued. The interest is paid before the Loan Amount is drawn down.

The Interest Payment per Unit for the first Period for Series 11 is calculated as follows:

Interest Payment = 8.25% of the Loan Amount

Therefore, per Unit, the Interest Payment which must be prepaid on the first Interest Payment Date is \$0.0825 per Unit (i.e. 8.25% of \$1.00).

The Interest Payment per Unit for the first Period for Series 12 is calculated as follows:

Interest Payment = 6.35% of the Loan Amount

Therefore, per Unit, the Interest Payment which must be prepaid on the first Interest Payment Date is \$0.0635 per Unit (i.e. 6.35% of \$1.00).

The Interest Payment per Unit for the first Period for Series 13 is calculated as follows:

Interest Payment = 6.85% of the Loan Amount

Therefore, per Unit, the Interest Payment which must be prepaid on the first Interest Payment Date is \$0.0685 per Unit (i.e. 6.85% of \$1.00).

### Loan Establishment Fee

The Loan Establishment Fee is up to 2.0% of the Loan Amount. The Loan Establishment Fee is payable to and charged by the Lender. However, if you agree with your financial advisor for them to waive some or all of their Advisor Fee, then the Lender will waive the same portion of the Loan Establishment Fee.

Assuming an investment of 25,000 Units (i.e. an Investment Amount of \$25,000) and no part of the Loan Establishment Fee has been waived by the Lender, the Loan Establishment Fee will be \$500. The Loan Establishment Fee is a single upfront payment payable by direct debit from your nominated bank account at the same time as the initial Interest Payment.

### No Credit Enquiries

You are not required to comply with any personal credit checking enquiries or procedures in order to apply for the Loan. You are only required to complete the Application Form attached to this PDS. For more information see "Managing your Investment".

### Continuation or Discontinuation of the Loan

On each annual Interest Payment Date, you must decide whether or not to prepay interest for the following year (i.e. you must choose whether or not you wish to continue the Loan and your investment in the Units).

Investors will receive a notice from the Issuer 28 days prior to the relevant Interest Payment Dates for the relevant Periods. To choose to discontinue the Loan, and hence your investment in the Units, Investors must elect on the notice to discontinue their investment, and return the notice via mail to the Issuer 14 days prior to the applicable Interest Payment Date. If you have Invested via an Adviser, your Adviser will also be notified of the upcoming Interest Payment Date.

If you choose to continue the Loan, do not return the notice to the Issuer. The amount of the Interest Payment in the given year (less, for Series 11 & 13, the amount of the fixed Coupon payable if the Investor has elected set-off and, for all Series, less any rebate of the Advisor Loan Trail Fee) will be automatically deducted from your nominated bank account by the Lender on the Interest Payment Date. This allows the Loan to continue for the following year which commences on the next Loan Reset Date and extends to the next Loan Reset Date a year later. Investors should make sure there are sufficient funds in their nominated bank account to cover the Interest Payment.

You may request the Lender to extend the Interest Payment Date, in a given year, up until the business day in Sydney immediately preceding the Loan Reset Date for that year. The decision of the Lender will be made in its absolute and sole discretion and will be final.

If you do not return the notice to the Issuer, and if you do not pay the Interest Payment (or do not have sufficient funds in your nominated bank account), in a given year, by the applicable Interest Payment Date (or any such later date in the Lender's discretion), you will be deemed to have elected to discontinue your investment in the Units, and the Loan will automatically terminate on the next Loan Reset Date. Your investment in the Units will also terminate on the Loan Reset Date.

For Series 12 only, should a Coupon be payable at the end of the relevant Period, it will be paid irrespective of whether an Investor pays the Interest Payment for the following Period. For Series 11 & 13, if the Investor has elected to pay the Interest Payment (and not set off) but fails to prepay the Interest Payment in full for the next Period by at least 14 Business Days prior to the relevant Interest Payment Date, they will not be entitled to and consequently will not receive the fixed Coupon payable in respect of the previous Period.

## 7. The Loan Facility Continued

### **Subsequent Periods Interest Payment**

If you choose to continue with the Loan after the first Period's prepaid interest, you will need to prepay the annual Interest Payment, in a given Period, by the respective Interest Payment Date each Period.

The Interest Payments for each Interest Payment Date are 8.25% (Series 11), 6.35% (Series 12) or 6.85% (Series 13) per Period of the Loan Amount.

You will need to make the payment by the applicable Interest Payment Date (or any such later date in Lender's discretion).

Investors in Series 11 & 13 are able to elect whether to set-off the fixed Coupons against Interest Payments due and should refer to "Set-off of Coupons against Interest Payments (Series 11 & 13 only)" in Section 3 "General Product Summary" above.

If your financial advisor decides to rebate the Advisor Loan Trail Fee, the Interest Payments due may be reduced. Please refer to "Advisor Loan Trail Fee" in Section 3 "General Product Summary" for more information.

### **Repayment of the Loan Amount**

The Loan Amount is repaid as outlined in Section 13 "The Loan Agreement".

### **Fixed Charge and Custodian**

Each Unit will be issued to, and held by, the Custodian in a separate trust. The Custodian grants a Fixed Charge over each separate trust in favour of the Lender. You therefore acquire your Units subject to the Fixed Charge, and you appoint the Custodian to hold the Units on your behalf and subject to the Fixed Charge until your obligations under the Loan are satisfied in full.

Please read Section 12 "Additional Information" for further information regarding the Fixed Charge.

## 8. Parties to the Offer

### Issuer and Arranger

The Issuer is an Australian incorporated special purpose vehicle established by Instreet Investment Limited in 2009 for the purpose of issuing structured products. The assets of each Series of product will be ringfenced by granting Investors in that Series a Issuer Charge over the Issuer's Hedge for that Series.

The Arranger is Instreet Investment Limited.

### Issuer

Instreet Structured Investment Pty Limited (ABN 82 140 407 558) was established for the sole purpose of issuing Deferred Purchase Agreements and other structured products. It has no other business activities.

The financial statements for the Issuer and Instreet Investment Limited are available free of charge upon the request of Investors by contacting the Issuer on 1300 954 678. Alternatively, the financial statements for the Issuer and Instreet Investment Limited are available on the Issuer's website at <http://www.instreet.com.au/about-us/more-information>. It should be noted that the Issuer is a special purpose vehicle with minimal equity. Assets of the Issuer are subject to various charges and Investors' recourse is limited to the assets subject to the relevant Issuer Charge.

Investors should not rely on the creditworthiness of the Issuer. However, the Issuer has established a corporate structure which includes a Security Trustee to pass through the credit rating of the Hedge Provider, who is providing the Hedge to the Investor in the DPA. The Issuer has granted Investors a Issuer Charge over the Hedge. The Issuer Charge is held on trust for Investors by the Security Trustee pursuant to the Security Trust Deed. There are three charges – one charge for Mast Series 11, one for Mast Series 12 and one for Mast Series 13. Each Issuer Charge is separate and distinct so that the Hedge for each of the Series is ringfenced and protected from cross-liability of the other Issuer Charges and Series (including other series of products issued by the Issuer under other product disclosure statements). The Issuer undertakes to issue only structured products which have the relevant assets ringfenced and to prepay all of its obligations under each Hedge.

If the Issuer defaults on its obligations under the DPA, the Security Trustee has the power to enforce the Issuer Charge for and on behalf of Investors. The Hedge Provider will then owe its obligations under the Hedge to the Security Trustee for and on behalf of Investors in the affected Series. This means that Investors will have credit exposure to the Hedge Provider. However, Instreet will only deal with Hedge Providers who are banks rated Investment Grade or better or a subsidiary of a bank rated Investment Grade or better. All major administration functions, such as registry are outsourced to third party providers. The Issuer is wholly owned by Instreet Investment Limited ("Arranger").

### Arranger

Instreet Investment Limited (ACN 128 813 016) was established in 2007 to design and distribute products to the retail market via the advisor community. Since 2007 Instreet has grown rapidly with offices in NSW, Victoria and Queensland. Instreet is an authorised representative (ASIC Authorised Representative No.322612) of EA Financial, LP under Australian Financial Services Licence No. 246801. EA Financial, LP is responsible for overseeing the services of Instreet but does not guarantee or otherwise provide assurance in respect of the obligations of Instreet or the Issuer. Instreet Investment Limited will also provide back-office administration and accounting.

### Security Trustee and Issuer Chargee

AET Structured Finance Services Pty Limited (ABN 12 106 424 088) is appointed under the Security Trust Deed to act as Security Trustee. AET Structured Finance Services Pty Limited (ABN 12 106 424 088) is part of Australian Wealth Management Limited, which in turn is part of IOOF Holdings Ltd, a leading provider of wealth management products and services in Australia, including trustee services. The Issuer has granted Investors an Issuer Charge over the Hedge which is held on trust for Investors by the Security Trustee pursuant to the Security Trust Deed. The role of the Security Trustee is to enforce the Issuer Charge on behalf of the Investors if the Issuer defaults on their obligations under the DPA. The role of the Security Trustee is set out in the Security Trust Deed and Deed of Charge which are available on request from Instreet. Please refer to Section 12 "Additional Information" for summaries of the Security Trust Deed and Deed of Charge.

### Registrar

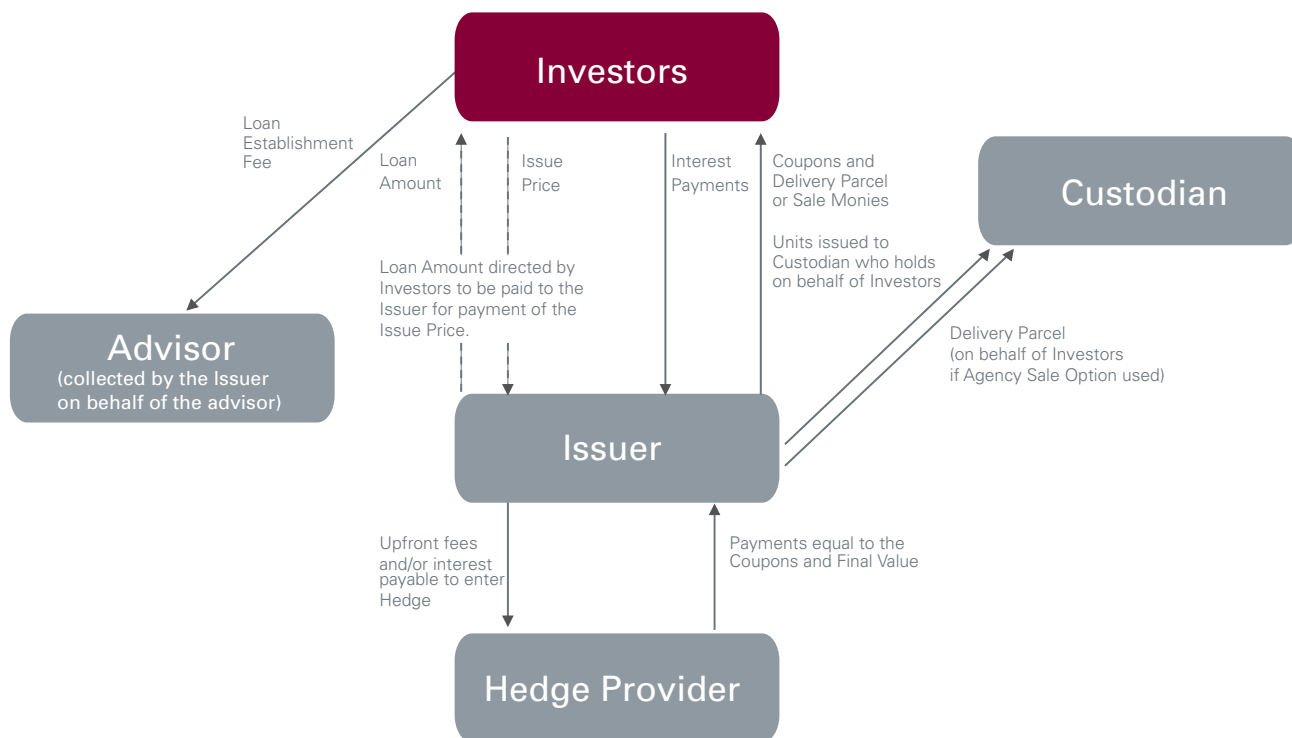
Link Market Services Limited (ABN 54 083 214 537) ("Link") a provider of registry services and technology to financial market participants in Australasia. Link is a member of the Pacific Equity Partners (PEP) portfolio. Link offers a variety of services to its client base including capital markets, company secretarial services, meeting and telephone services, managed fund outsourcing, investor relations and advisory services.

The Issuer has appointed Link to provide all back-office fund processes including investor interface, registry, investment reporting. The Issuer maintains strict controls, including detailed and regular reporting processes.

## 8. Parties to the Offer Continued

### Transaction Flows

Investors must pay the Loan Establishment Fee and the first Interest Payment to purchase the Units (subsequent Interest Payments are due on each Coupon Payment Date). The Issuer has obligations due to Investors equal to the Final Value at Maturity to Investors and the obligation to pay potential Coupons. The Issuer has hedged these obligations under the Hedge with the Hedge Provider. Under the Hedge, the Hedge Provider has an obligation to pay the Final Value (or deliver assets equivalent to the Final Value) to the Issuer and an obligation to pay the amount of any Coupons to the Issuer. The diagram below shows the transactions and payments between Investors, the Issuer and the Hedge Provider.



For further information on the Hedge, please refer to "Creditworthiness of the Issuer, Hedge Provider and Security Trustee" under "Risks" on page 10 of this PDS, Section 4 "Risks" of the PDS and "Ringfencing arrangements" below. For more details on the maturity processes, including the Agency Sale Option, please refer to Section 9 "What happens at Maturity" of the PDS.

### Ringfencing arrangements

The Units in each Series issued under this PDS are ringfenced. The Issuer undertakes to only ever issue financial products (including further Series of Link and any other financial products) that are ringfenced.

The ringfencing structure is designed to provide protection to Investors by ensuring the relevant assets for a particular Series are available only to Investors in that Series in the case of default by the Issuer under the terms of the Units, and are not affected by any defaults in relation to other Series or financial products. In this way, the relevant assets for each Series are ringfenced from cross-liability.

The ringfencing is achieved in a number of ways:

- at the Investor level, through limited recourse;
- at the Issuer level:
  - by an undertaking to engage only in the business of issuing financial products that are in turn ringfenced;
  - by granting a Issuer Charge over the Hedge in favour of Investors,

- at the Hedge level, by ensuring that each Hedge is (generally) separate and distinct from other Hedges and that set-off applies only on the insolvency of the Issuer or the Hedge Provider. The Issuer will ensure that all of its obligations under each Hedge are fully paid up front and that there would only be a positive amount owing to the Issuer from the Hedge Provider under each Hedge.

### At the Investor Level

Investors in the Units have limited recourse to the Issuer i.e. Investors in one Series of product are limited in recourse against the Issuer to only those assets subject to the Issuer Charge described below. Investors have no other right of recourse against the Issuer. Refer to "Limited Recourse by Investors" in Section 4 "Risks" for more information.

### **At the Issuer Level**

In relation to each Series, the Issuer grants a Issuer Charge over the Secured Property to Investors. The Secured Property for each Series includes amounts received by the Issuer in connection with the Units (including Investors' Application monies but excluding Interest Payments) and the Hedge which the Issuer acquires in order to hedge its obligations in respect of the Units in that Series. Please refer to Section 12 "Additional Information" for a detailed description of the Issuer Charge (including when amounts are released from the Secured Property under the Issuer Charge). The Issuer Charge is held on trust for Investors by the Security Trustee pursuant to the Security Trust Deed. Please refer to Section 12 "Additional Information" for a detailed description of the Security Trust Deed.

There is an Event of Default under the Issuer Charge and the Issuer Charge becomes enforceable in certain circumstances including where the Issuer fails to make a payment or delivery obligation on its due date under the Terms of the Units, the Issuer fails to meet any other obligation under the Terms of the Units and in the Security Trustee's opinion the failure is materially adverse to Investors and cannot be remedied (or has not been remedied 5 business days written notice), or if the Issuer becomes insolvent. See Section 12 "Additional Information" for a full list of Events of Default under the Issuer Charge. There are risks involved with the enforcement of the Issuer Charge, please refer to "Risk relating to enforcement of Issuer Charge and appointment of administrator" in Section 9 "Risks".

When the Issuer Charge becomes enforceable, the Security Trustee has the power to enforce the Issuer Charge for and on behalf of Investors in the affected Series. The benefit of the obligations of the Hedge Provider under the Hedge in respect of the Units in that Series will be available as security to the Security Trustee for and on behalf of Investors in the affected Series, and the Security Trustee may directly enforce the rights of the Issuer under the Hedge in accordance with the Issuer Charge.

This means that Investors ultimately have credit exposure to the Hedge Provider (to the extent of any amounts payable by the Hedge Provider under the Hedge in respect of the Units in that Series), and the Issuer.

To this extent, Investors are protected from a default by the Issuer in the performance of its obligations in respect of the Units. However, there is the risk that either (or both) of the Security Trustee and the Hedge Provider will be unable to meet their obligations under the Security Trust Deed and Hedge, respectively. In addition, any amounts recovered under the Issuer Charge may be reduced due to costs related to enforcement or fees due to the Security Trustee. Please refer to "Creditworthiness of the Issuer, Hedge Provider and Security Trustee" in Section 4 "Risks".

### **At the Hedge Level**

The Issuer has negotiated with the Hedge Providers to ensure that each Hedge entered into for an individual Series is treated as a separate and distinct transaction from any other Hedge, and that amounts due under a Hedge in respect of the Units in that Series are not netted during the term of that Hedge against amounts due under a Hedge entered into with the same Hedge Provider in respect of the Units in any other Series. The Issuer has also negotiated for Hedge Providers to acknowledge the Issuer Charge and the Security Trust Deed and to acknowledge that the Security Trustee has the power to enforce the Issuer's rights under the Hedge if the Issuer Charge is enforced.

### **Imperfect ringfencing**

Despite the ringfencing, there are some circumstances in which events in relation to one Series will impact other Series. These are as follows:

- (a) under the contract between the Issuer and one particular Hedge Provider which establishes the Hedge ("Hedge Contract"), if there is an event of default or potential event of default in respect of the Issuer or the Hedge Provider, then the obligations of the other party under the Hedge Contract can be suspended until the event of default or potential event of default ceases to exist. If an event of default or potential event of default occurs with respect to the Issuer under the Hedge Contract, the Hedge Provider may be entitled to suspend its obligations under that Hedge Contract for an indefinite period of time.

Some events of default and potential events of default relating to the Issuer may be of a nature that affects more than one Hedge Contract, or an event of default relating to the Issuer under one Hedge Contract may be of a nature that triggers an event of default or potential event of default relating to the Issuer under another Hedge Contract and, where this occurs, the Hedge Provider may be entitled to suspend its obligations under more than one Hedge Contract with the Issuer.

In particular, if a Default under Specified Transaction with a Hedge Provider occurs with respect to the Issuer, then this will be an event of default under all the Hedges with that particular Hedge Provider and such Hedge Provider may suspend its obligations under all its Hedge Contracts with the Issuer, or if a Bankruptcy event of default occurs with respect to the Issuer, then this will be an event of default under all the Hedges and each Hedge Provider may suspend its obligations under all its Hedge Contracts.

Any such suspension of the obligations of a Hedge Provider could materially adversely affect Investors.

## 8. Parties to the Offer Continued

(b) Under the Hedge Contract between the Issuer and a particular Hedge Provider, if there is an event of default in respect of the Issuer or the Hedge Provider or if certain specified termination events occur, the Hedge Contract can be terminated – payment obligations in relation to all transactions governed by that Hedge Contract between those two parties are terminated, and a single net amount is calculated as due from one party to the other.

As each Hedge Contract will be deemed to be a separate Hedge Contract for each transaction (corresponding to each Series), each separate Hedge Contract may be terminated only if an event of default or termination event occurs under that particular Hedge Contract. However, some events of default and termination events relating to the Issuer may be of a nature that affects more than one Hedge Contract at the same time, or an event of default relating to the Issuer under one Hedge Contract may be of a nature that triggers an event of default relating to the Issuer under another Hedge Contract and, where this occurs, then the Hedges for all Series (where the Issuer and the particular Hedge Provider are counterparties) and, depending on the nature of the event of default, the Hedges for all Series with other Hedge Providers may be terminated by one or more Hedge Providers.

In particular, if a Default under Specified Transaction with a Hedge Provider occurs with respect to the Issuer, then this will be an event of default under all the Hedges with that particular Hedge Provider and such Hedge Provider may terminate all its Hedge Contracts with the Issuer, or if a Bankruptcy event of default occurs with respect to the Issuer, then this will be an event of default under all the Hedges and each Hedge Provider may terminate all its Hedge Contracts with the Issuer.

If there is an event of default in respect of the Issuer, the Hedge Provider is not under any obligation to terminate any of the Hedges. Where some events of default and termination events affect more than one Hedge Contract, the Hedge Provider may choose which (if any) of the Hedges will be terminated.

(c) If a Bankruptcy event of default occurs relating to the Issuer a Hedge Provider may set off any obligation of the Issuer owing to that Hedge Provider (under the Hedge Contract or otherwise) against any obligations of the Hedge Provider owing to the Issuer (including under other Hedge Contracts). This right of set-off may be effected before or after termination of the Hedge Contract and across a number of Series. Should such set-off occur following a termination of more than one Hedge Contract with a particular Hedge Provider, a single amount will be received by the Security Trustee on behalf of Investors in relation to a number of Series. There is a method for allocating the amount received amongst the Investors for each Series – but Investors have no recourse to the Security Trustee if they disagree with how this is allocated.

Please refer to the description of the Security Trust Deed in Section 12 "Additional Information".

This right of set-off is in addition to statutory rights of set-off of the Hedge Provider in the case that the Issuer is an insolvent company that is being wound up.

This risk is also described further in "Default under the Hedge for another Series" in Section 4 "Risks".

(d) If a Hedge Contract is terminated then one single termination amount (called the Close-out Amount) will be calculated as due from one party to the other under that Hedge Contract. If a particular Hedge Provider elects to terminate more than one Hedge Contract for the Hedges for more than Series (where the Issuer and the particular Hedge Provider are counterparties) across all or more than one outstanding transaction between the Issuer and that Hedge Provider, a Close-out Amount would be calculated as due from one party to the other separately under each Hedge Contract. If a Bankruptcy event of default occurs in respect of the Issuer, the Hedge Provider has the right to set off any amounts it owes to the Issuer against any other amounts the Issuer owes the Hedge Provider whether under one or more Hedge Contracts for one or more Series of products. The Issuer will ensure that all of their obligations under each Hedge are paid up front and that there would only be a positive amount owing to them from the Hedge Provider under each Hedge.

The Close-out Amount calculation in respect of the Hedge for a particular Series is likely to be less than the Final Value for that Series, may be less than the Issue Price for that Series and may even be zero.

## 9. What happens at Maturity?

### Notice of Maturity

Prior to the Maturity Date you will be sent a Notice of Maturity informing you that Maturity of the Units is approaching. If you have repaid the Loan Amount before the Maturity Date, upon Maturity of the Units, you can either:

1. accept physical delivery of the Delivery Parcel; or
2. use the Agency Sale Option under which the Issuer will accept physical delivery of your Delivery Parcel, sell the Delivery Parcel then pay you the Sale Monies.

If you wish to accept physical delivery of the Delivery Parcel you do not need to do anything. Physical delivery of the Delivery Parcel is the default option.

If you want to use the Agency Sale Option and receive Sale Monies, you need to make this election in the Notice of Maturity.

You should note that you are also required to repay the Loan Amount before the Maturity Date – see Section 7 "The Loan Facility". If you fail to do so, you will be deemed to have elected to use the Agency Sale Option and you will not be able to receive the Delivery Parcel. Please refer to "Agency Sale Option" below.

### Delivery Parcel and substitution

To facilitate settlement, the Issuer will calculate the Delivery Parcel for the Units using the Final Value. The Delivery Parcel is the number of Delivery Assets to be delivered by the Issuer or its nominee to you on Maturity. However, you should note that the Issuer has the right to change or substitute the Delivery Assets if the nominated Delivery Asset cannot be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including cessation or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements.

In these circumstances, the Issuer will select another security listed on the ASX, which is a constituent of the S&P/ASX 200 Index, as the substitute Delivery Asset or, if a basket of Delivery Assets is being delivered, deliver the remaining Delivery Assets unaffected by the event. In selecting the substitute Delivery Asset, the Issuer will have regard to a number of factors including the industry category, price, liquidity and volatility of the substitute Delivery Asset with reference to the nominated Delivery Asset.

### Physical delivery

Once the Units mature and you accept delivery of the Delivery Parcel you will no longer have exposure to the Underlying Index or Reference Index. Instead, you will hold a parcel of ASX listed securities. You will need to carefully consider whether an investment in those shares will be a suitable investment for you to hold beyond Maturity.

The Issuer will purchase the Delivery Assets constituting your Delivery Parcel and register those securities on the issuer-sponsored sub-register (i.e. as an issuer-sponsored holding) in your name. You may at a later stage transfer the securities into your own CHESS account by providing your broker with your Holder Identification Number.

The Issuer or its nominee will deliver the Delivery Assets specified in the Delivery Parcel (less any Delivery Costs) on the Settlement Date.

### Agency Sale Option

If you form the view that you do not wish to hold the Delivery Assets after the Maturity Date, you can elect for the Issuer to sell the Delivery Assets on your behalf and receive Sale Monies via the Agency Sale Option.

If you have not repaid the Loan Amount then, under the Agency Sale Option, you will assign all of your rights under the Loan Agreement to the Acceptor, and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Custodian to hold the Delivery Parcel on your behalf and to authorise and direct the Custodian to apply the resulting Sale Monies (which includes a deduction for any Delivery Costs) to pay the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan, and any surplus will be paid to you. As at the date of this PDS, the Issuer does not expect any Delivery Costs to be associated with the Agency Sale Option.

If you have repaid the Loan Amount and elected to use the Agency Sale Option, then the Issuer, Custodian or their agent will accept physical delivery of the Delivery Assets on your behalf and subsequently arrange for their sale. The Issuer or Custodian will then pay you the Sale Monies (which includes a deduction for any relevant Delivery Costs associated with the sale). As at the date of this PDS, the Issuer does not expect any Delivery Costs to be associated with the Agency Sale Option.

To use the Agency Sale Option and receive the Sale Monies you must return the Notice of Maturity to the Issuer at least 20 Business Days prior to the Maturity Date.

Sale Monies will be paid to your Nominated Account or paid by cheque within 10 Exchange Business Days of the Settlement Date or as soon as reasonably practicable thereafter.

See clause 4 of Section 14 "Terms of the Deferred Purchase Agreement" of the PDS for further details about the Agency Sale Option.

### Fractions

If the Delivery Parcel includes a fraction of a Delivery Asset which is valued at more than A\$20.00, the Issuer will transfer the AUD fractional amount into your nominated account or pay it to you by cheque within 10 Exchange Business Days after the Settlement Date or as soon as reasonably practicable thereafter.

## 9. What happens at Maturity? Continued

### Early Maturity

The Units can mature early if an Early Maturity Event occurs or if an Investor requests an Issuer Buy-Back. Issuer Buy-Backs are discussed in Section 10 "Sale of Units before Maturity - Issuer Buy-Back" of the PDS.

Early Maturity Events generally arise in circumstances which prevent the Issuer being able to hedge or deliver on its obligations under the Terms and conditions of the Units. Early Maturity Events could include (but are not limited to), for example, circumstances where the Underlying Index or Reference Index ceases to exist; a Change of Law occurs that prevents the normal operation of the Units or results in the Issuer having to pay additional amounts in relation to the Units.

If an Early Maturity Event occurs, the Issuer has the discretion, acting reasonably, to call Early Maturity or allow the Units to continue. An Early Maturity Event may occur on the Maturity Date, in which case the Units will mature in accordance with the Early Maturity mechanism in clause 5 of the Terms. An Early Maturity may lead to investors suffering losses and bearing various costs associated with the Early Maturity. If the Issuer decides to call Early Maturity, they will specify in the Early Notice of Maturity whether Investors will receive the Delivery Parcel (with a value equal to the Early Maturity Value) or the Termination Payment.

In calculating the Termination Payment and the Early Maturity Value, the Issuer may deduct any costs it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity, including Break Costs and the costs of unwinding any hedge. The amount

the Issuer achieves on the unwinding of its hedge position may be minimal or zero and Investors may receive nothing.

If there is an Early Maturity Event, the Loan remains limited recourse and prepaid interest is at full risk, as there is no guarantee that the Investor's return will be sufficient to recover the non-refundable prepaid interest or any fees already paid.

In the event of an Investor requested Issuer Buy-Back or an Early Maturity Event, Investors will not be entitled to a refund on any prepaid interest or fees already paid.

Investors should also note that they will be required to repay the Loan Amount on Early Maturity. If the Investor does not repay the Loan Amount before the Early Maturity Date, the Early Maturity Value will be applied towards repayment of the Loan Amount, or if a Delivery Parcel is delivered, the Investor will be deemed to have elected to use the Agency Sale Option, and the Sale Monies (which includes a deduction for any Delivery Costs) will be applied against the Loan Amount. However, as the Loan is a limited recourse Loan, the Lender cannot take action against the Investors to recover any amount beyond the Investor's interest in the Units.

Please see clause 5 of Section 14 "Terms of the Deferred Purchase Agreement" in this PDS for more details.

# 10. Sale of Units before Maturity - Issuer Buy-Back

## Can I sell my Units prior to Maturity?

Investors may request the Issuer to buy back their Units ("Issuer Buy-Back").

While the Units are designed as a "buy and hold" investment, you may have the opportunity to sell to the Issuer your Units on each "Buy-Back Date" as specified in this PDS if the Issuer agrees. It is not recommended that Investors invest in Units if they intend to have the Issuer buy back the Units as the Delivery Costs and Break Costs may be significant.

You may request that the Issuer buy back the full amount of your Units by requesting from the Issuer, completing and then lodging an Issuer Buy-Back Form. Issuer Buy-Back Forms must be received by the Issuer no later than 10 Business Days prior to the Buy-Back Date. The Issuer's contact details are available in the Directory at the back of this PDS.

Once the Issuer Buy-Back Form is lodged, the request for an Issuer Buy-Back is irrevocable. The Issuer may in its reasonable discretion accept, reject or defer a request to buy back your Units. The Issuer shall inform you if it defers or rejects your Buy-Back request.

The amount you receive (the "Buy-Back Price") is determined by the Issuer acting in good faith and in a commercially reasonable manner and takes into account the factors that affect the value of the Units and any Delivery Costs, and any Break Costs and may include a bid-offer spread. Break Costs include all costs, expenses and losses reasonably incurred by the Issuer, acting in a commercially reasonable manner, as a result of the determination of an Early Maturity Date, Buy-Back Date or other early termination, unwinding of any hedge position entered into by the Issuer in connection with the Units, or any loss of profits by reason of such an early termination. Please refer to Section 3 "General Product Summary" under the heading "Indicative Prices" for more information on factors that affect the Break Costs and to "Break Costs" in Section 4 "Risks".

Therefore, the actual Buy-Back Price at which the Issuer will buy back your Units will not be known at the time the request is made or accepted, although we will provide you with an estimate.

## Cash settlement only

In the event of Issuer Buy-Back the Buy-Back Price will first be applied to any outstanding Loan Amount owing under the Loan, with the remainder, if any, delivered to the Investor in cash.

Execution of Issuer Buy-Back Form requests and the actual Buy-Back Price will be notified to Investors by way of the Settlement Notice, which will be sent to Investors as soon as reasonably practicable after the relevant Buy-Back Date.

You should read clause 5.3 of Section 14 "Terms of the Deferred Purchase Agreement" of the PDS carefully to understand your rights and obligations if you request an Issuer Buy-Back.

## Indicative Valuations

The Issuer will publish monthly indicative valuations for the Units and provide this information to certain market data service providers. Investors should note that these valuations can change at any time and as such, do NOT indicate the Buy-Back Price of Units that may apply.

Investors may contact the Issuer on 1300 954 678 to request an estimated Buy-Back Price before proceeding with an Issuer Buy-Back. Investors acknowledge that the actual Buy-Back Price may differ significantly from the estimated Buy-Back Price.

## Secondary Market

As the Units will not be listed or displayed on any securities exchange such as the ASX, there may be no secondary market for the Units. Even if a secondary market for the Units develops, it may not provide significant liquidity or trade at prices advantageous to you. Accordingly, you may receive a price that is significantly less than the Issue Price of your Units if you sell those Units to the Issuer prior to the Maturity Date.

# 11. Taxation

This summary provides a general outline of the main Australian income tax, goods and services tax, and stamp duty implications arising for an Investor who:

1. will hold the Units until Maturity and will hold the Delivery Assets which are related to their Units post Maturity (i.e., without using the Agency Sale Option) and repay the Loan Amount by the Maturity Date;
2. will hold the Units and the Delivery Assets in their own capacity as capital assets;
3. is an Australian resident operating from Australia for the purposes of this investment; and
4. has quoted their Tax File Number to the Issuer at the time of lodgement of their application form.

Investors who:

1. are engaged in a business of trading or investment of securities who acquire the Units for the purpose of resale at a profit; or
2. those which are banks, insurance companies, tax exempt organisations or superannuation funds, may be subject to special or different tax consequences peculiar to their circumstances which are not discussed in this section.

This opinion does not discuss taxation consequences of early withdrawal (i.e. where an Investor does not hold their Units until the Maturity Date). Investors should seek their own professional taxation advice in relation to the taxation consequences of an early withdrawal.

Additionally, the tax discussion outlined here is not relevant to an Investor who assigns their Units to a third party prior to Maturity or does not receive delivery of the Delivery Assets.

The taxation of Investors who invest in the Units through a platform will be affected by the arrangements governing the platform. Such Investors should refer to the information provided by that platform provider in relation to the tax implications of investing through the platform.

The following discussion is based on Australian law and administrative practice as at 6 October 2011. Investors should be aware that the ultimate interpretation of taxation law rests with the Courts and that the law, and the way the Federal Commissioner of Taxation ("Commissioner") and state and territory revenue authorities administer the law, may change at any time.

This statement is necessarily general in nature and does not take into account the specific taxation circumstances of each individual Investor. Investors should seek independent professional advice in relation to their own particular circumstances before making any investment decision.

References in this section to the "1936 Act" and the "1997 Act" are references to the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth), respectively.

Baker & McKenzie is not involved in the marketing of Units and its role should not be interpreted to mean that it encourages any party to invest.

## Coupon Payments

The Coupon payments received should be characterised as ordinary income and should be included in the Investor's assessable income in the income year they are received by an Investor.

## Separate Trust

A proportion of the net taxable income (if any) of each Separate Trust created for each Series may be included in the assessable income of the relevant investors on 30 June each year. Whether or not a Separate Trust will have net taxable income in a year of income will be dependent on whether the Issuer Charge is enforced by the Security Trustee.

Each investor's proportion of the net taxable income (if any) of the relevant Separate Trust will be determined by the number of Units held by the investor in a particular Series.

Should the Issuer Charge be enforced by the Security Trustee it is recommended that investors seek independent professional taxation advice.

## Capital Gains Tax ("CGT")

The Government has released in a Treasury's Proposals Paper, dated March 2010, supplemented with an updated media release by the Assistant Treasurer on 17 January 2011, proposed changes to the income tax treatment of instalment warrants. While we do not consider that the proposed changes, as set out in the Treasury's Proposals Paper, will impact the tax treatment set out in this tax section, this is something you should discuss with your tax adviser.

As a general rule, the security trust exemption in the CGT rules provide that, very broadly, the transfer of the trust fund (including the Units) to or from the Investor to the Custodian on the provision and redemption of a security interest is not a taxable event under the CGT rules. As such, as a general rule, Investors are treated as if they were the owner of the Units for CGT purposes, despite the fact that legal title is with the Custodian.

## Delivery of Delivery Assets

In making an investment in the Units, an Investor has contracted to purchase from the Issuer the Delivery Assets.

In *Taxation Determination TD 2008/22*, the Commissioner states that an Investor's rights under a Unit constitute a discrete CGT asset and the delivery of the Delivery Assets on Maturity triggers CGT event C2 for the Investor. Based on this interpretation of the CGT rules, an Investor makes a capital gain on Maturity equal to the difference between the market value of the Delivery Assets (determined at that time) less the Investor's cost base in the Unit.

We consider that an Investor's cost base in a Unit should include:

1. the money the Investor pays to acquire the Unit (i.e., the Issue Price);
2. the incidental costs of acquisition and disposal; and
3. the costs of ownership of the Unit (e.g., interest which an Investor incurs as a result of borrowing funds to acquire the Unit where the interest is not otherwise allowable as a tax deduction).

In light of the terms of the Units, it is unlikely that an Investor will make a capital gain.

Investors may make a capital loss equal to the difference between the Investor's reduced cost base in the Units and the market value of the Delivery Assets (determined at that time). The reduced cost base of a Unit should include items 1 and 2, but not item 3 referred to above.

### **Holding of Delivery Assets**

The usual consequences of share ownership apply in respect of holding the Delivery Assets that are Australian shares. For example:

1. Dividends paid on the Delivery Assets (grossed up for any franking credits) are assessable, and Investors may, depending on their personal circumstances, be entitled to tax offsets for any franking credits attached to the dividends.
2. Tax File Number ("TFN") withholding (currently imposed at a rate of 46.5%) will be required to be deducted from the unfranked portion of dividends paid on the Delivery Assets unless Investors quote their TFN or, where applicable, their Australian Business Number ("ABN") or exemption details.

### **Disposal of Delivery Assets**

The Delivery Assets are also CGT assets. Any subsequent disposal of the Delivery Assets by an Investor should constitute a CGT event at the time the contract for disposal is executed.

An Investor should be assessed on any capital gain made from the CGT event. The capital gain should be the difference between the capital proceeds received on disposal less the cost base which the Investor has in the Delivery Assets. If the capital proceeds received by an Investor are less than the reduced cost base that the Investor has in the Delivery Assets, then the Investor should make a capital loss. Capital losses can be offset against taxable capital gains made by an Investor but not against other types of income.

The capital proceeds which an Investor receives will be the cash or other property the Investor receives or is entitled to receive when the Investor disposes of the Delivery Assets.

If the delivery of the Delivery Assets is a CGT event (as per *TD 2008/22*), then the Investor's cost base in the Delivery Assets should be their market value at the time of delivery.

### **CGT discount provisions**

Capital gains made by individuals regarding assets held for at least 12 months that are assessed under the CGT provisions in Part 3-1 of the 1997 Act can qualify for the CGT discount concessions - under which the assessable portion of any capital gain is discounted by 50%. For complying superannuation funds and complying superannuation assets/FHSA assets of life insurance companies, the discount is 33<sup>1</sup>/<sub>3</sub>%. Companies do not qualify for this discount.

An Investor is required to first apply any prior year or current year capital losses against the full capital gain before applying this CGT discount to the remaining net amount.

For these purposes, an Investor is considered to have acquired their rights in a Unit on the day they enter into the Unit. CGT event C2 happens when the Delivery Assets are received. As such, an Investor that holds the Unit for its term should satisfy this 12-month holding period.

### **Agency Sale Option**

At Maturity an Investor can choose to accept delivery of the Delivery Assets or alternatively enter into the Agency Sale Option. The CGT consequences of an Investor using the Agency Sale Option are the same as outlined above in relation to the consequences of an Investor selling Delivery Assets which they received at Maturity.

If an Investor purchases a Unit and has an intention from the outset to use the Agency Sale Option or if during their holding of the Unit their intention to hold the Unit (and the Delivery Assets which they may acquire under the Unit) for capital purposes alters, then any gain or loss made from using the Agency Sale Option may be assessed as ordinary income, rather than under the CGT provisions as described in the preceding paragraphs. In such a situation the Investor would not be entitled to the CGT discount.

### **Early Maturity and Issuer Buy-Back**

In the case of Early Maturity or Issuer Buy-Back, there is a risk that any gain will be assessed as ordinary income in which case the Investor will not qualify for the concessional CGT rules. This will depend on the circumstances in which these events occur.

### **Security**

A Unit should not be characterised as either a "qualifying security" for the purposes of Division 16E of the 1936 Act or a "traditional security" for the purposes of sections 26BB and 70B of the 1936 Act. This is because a Unit is a contract for the delivery of the Delivery Assets and is not therefore a "security" as defined for the purposes of these provisions. Accordingly, those provisions should not apply to a Unit acquired by an Investor. This view is supported by the Commissioner in *Taxation Determination TD 2008/21*.

# 11. Taxation Continued

## Complying Superannuation Funds

In addition to the general discussion on interest deductions, below, complying superannuation funds must also consider the rules contained in the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation Industry (Supervision) Regulations 1994 (Cth)* if they are considering borrowing to purchase the Units.

## Interest Deductions - All Investors

Investors should seek their own independent advice as to their own individual ability to deduct any interest expenses and borrowing expenses related to borrowings to fund an investment in a Unit.

As a general rule, interest on money borrowed for the purpose of deriving assessable income is deductible as the liability accrues. However, this general rule is subject to various qualifications.

Relevantly, if the assessable income (other than capital gains) from an investment is exceeded by the related deductible expenses (e.g. interest expenses and loan establishment fees), the Commissioner may focus on the Investor's purpose for undertaking the investment. If the deficit can only reasonably be explained by reference to factors such as the reduction of tax or the making of a capital gain, the deficit may not be deductible. As a practical matter, the relevant question is whether, at the time the investment was entered into, it was reasonably likely the income (other than capital gains) from the investment would exceed the related deductible expenses.

We also note that Division 247 of Part 3-10 of the 1997 Act provides specific rules for the tax treatment of interest on money borrowed as part of a "capital protected product". Investors that borrow to invest should confirm whether or not the money borrowed is a "capital protected borrowing" as defined by Division 247 and caught by these rules. If it is, Division 247 may apply to deny a deduction for a portion of the interest and other expenses incurred in relation to the loan if, for the relevant income year:

1. the aggregate of the interest on the amount borrowed plus amounts paid for capital protection as part of the arrangement;
2. exceeds the total interest that would have been incurred for the year if the interest rate on the amount borrowed had been the Reserve Bank of Australia's Indicator rate for Standard Variable Housing Loans plus 1.00% (as determined when the interest rate is fixed - or, if the interest rate is variable, the average of the rates during the variable interest rate period).

If 1 exceeds 2, the excess amount is not deductible (but is instead capitalised into the cost base of a notional asset).

Investors are required to pay interest annually in advance. If the interest is deductible (see general discussion above), then:

1. prepaid interest less than \$1,000 should be deductible on payment; and
2. for prepaid amounts in excess of \$1,000, Investors should be required to spread the interest deduction over the interest period to which it relates.

If any interest is deductible to an Investor in respect of their Loan, and the Investor's financial advisor has elected to rebate the Advisor Loan Trail Fee, the Investor can only take into account the reduced interest payments made by them in determining their interest deductions.

## Part IVA of the 1936 Act

Part IVA of the 1936 Act includes the general anti-avoidance regime for income tax. Broadly, Part IVA can apply to an Investor's investment if any party has entered into this arrangement for the dominant purpose of enabling the Investor to obtain a tax benefit. A tax benefit can include deferring the recognition of assessable income to a later year of income or converting an assessable income amount into a discount capital gain.

An Investor in this product may obtain a tax benefit. Part IVA may apply where, viewed objectively, an Investor would be taken to have borrowed money or invested in this product with the dominant purpose of obtaining a tax benefit. This depends on the circumstances of each Investor. Depending on the profile of the Investor, the Commissioner may need to weigh the commercial advantages of borrowing money and investing in the Unit - including those set out in this PDS - against any tax benefits obtained.

Investors should discuss the potential application of Part IVA with their own tax adviser.

The Australian Taxation Office is approaching various issuers of structured products in relation to managing their risks, due diligence and good governance procedures. As a result of this Australian Taxation Office review and consultation process, there may be changes to the tax outcomes on leveraged DPAs. At this stage, we do not have an indication of what these changes (if any) may involve.

## Taxation of Financial Arrangements

Division 230 contains the final stages of the taxation of financial arrangements ("TOFA") reforms. There are a number of exclusions from TOFA. Specifically, the TOFA rules should not apply to superannuation entities with assets of less than A\$100 million or individuals that hold a Unit since the Unit is not regarded as a 'qualifying security' (refer to the above discussion). Other Investors should seek their own advice as to the possible application of the TOFA regime to their investment in a Unit.

### **Loan Establishment Fee**

These fees are incurred for borrowing money to be used to produce assessable income.

The fees should be deductible on a pro rata basis over the period of the Loan. If the Loan is repaid in less than the period of the Loan, the remaining balance of the Loan Establishment Fee should be deductible in the year the Loan is repaid. The rules discussed above regarding when interest may not be deductible are, as a rule, equally applicable to loan establishment fees.

### **Stamp Duty**

As the Delivery Assets are ASX listed ordinary shares, no stamp duty will be payable on the issue or transfer of a Unit provided that the ASX listed ordinary shares are quoted on the Australian Stock Exchange at all relevant times (including for example the dates of issue of the Unit and transfer of the Delivery Assets) and the Delivery Assets will not represent 90% or more of the issued capital of any of the issuing companies.

If stamp duty becomes payable by the Issuer in connection with the terms of this PDS or as a consequence of, or in connection with the purchase, sale or transfer of, or the Maturity of the purchase and sale of the Delivery Assets, then the Issuer can under the terms of this PDS require an Investor to pay such stamp duty.

The Issuer Charge is potentially subject to mortgage duty on the amount of any financial accommodation secured by it (e.g. any debt or forbearance). In the circumstances at hand and under the law as at the date of this document, ad valorem duty should not apply.

### **GST**

The sale and acquisition of shares (including a right to acquire shares) is likely to be an input taxed financial supply and as a result no GST should be payable in respect of the acquisition of the Delivery Assets.

If GST becomes payable by the Issuer in connection with the terms of this PDS or as a consequence of, or in connection with the purchase, sale or transfer of, or the Maturity of the purchase and sale of the Delivery Assets, then the Investor can be required to pay an additional amount on account of such GST.

An Investor may not be entitled to full input tax credits for GST paid on the acquisition of goods and services (for example, financial advisory services) relating to the issue of the Units and acquisition and/or subsequent sale of Delivery Assets. This will depend on the Investor's personal circumstances.

# 12. Additional Information

## Preparation of this PDS

Information in this PDS in respect of the Reference Index, Underlying Index and Delivery Assets has been derived from publicly available information only and has not been independently verified. Neither the Issuer, Arranger, nor any of their affiliates accepts any liability or responsibility for, and makes no representation or warranty, express or implied, as to the adequacy, accuracy or completeness of such information. You should make your own enquiries.

You should also note that no person is authorised by the Issuer to give any information to Investors or to make any representation not contained in this PDS. In particular, neither the Issuer, Arranger, nor any of their affiliates take any responsibility for statements or actions of any distributor of the product or any financial adviser of an Investor.

Nothing contained in this PDS is to be relied upon as implying that there has been no change in the information contained in this PDS since the dates as at which information is given in this document. No representation as to future performance of the Reference Index, Underlying Index, the Delivery Assets or as to the future performance of assets, dividends or other distributions of any of the Reference Index, Underlying Index or Delivery Assets are made in this PDS or in any offer or invitation to subscribe for, sell or issue Units. The Issuer does not take into account labour standards or environmental, social or ethical considerations.

## Obligations of the Issuer

The Units will constitute direct obligations of the Issuer. The obligations are secured by a Issuer Charge in favour of Investors held on Trust by the Security Trustee. Please refer to Section 4 "Risks" under the heading "Creditworthiness of Issuer and Hedge Provider" for more details.

Applications can be lodged at any time during the Offer Period for the Units, subject to the right of the Issuer to close the offer at an earlier date without prior notice. No cooling-off rights apply in respect of a purchase of the Units.

## Security Trust Deed

The Security Trust Deed is entered into by Instreet Structured Investment Pty Limited (Instreet Structured Investment) and AET Structured Finance Services Pty Ltd (Security Trustee).

Under the Security Trust Deed, the Security Trustee is appointed to act as trustee under the Transaction Documents (including the Deed of Charge) and to enter into the Security (including the Issuer Charge) in that capacity and agrees to such appointment.

The Security Trust Deed is a Master Security Trust Deed and a number of Separate Trusts are created under the Security Trust Deed. A Separate Trust is created in relation to each of Series 11, 12 & 13

Under the Deed of Charge (explained below), Instreet Structured Investment charges the relevant Parcel of Secured Property for that Series in favour of the Security Trustee. The Parcel of Secured Property for each Series includes all the present and future rights, title, benefit and interest of the Issuer in amounts received by the Issuer in respect of Units in that Series (including Application monies received from Investors, but excluding Interest Payments) the Hedge for that Series, any proceeds from the Hedge and any Delivery Assets or other investments purchased with proceeds from the Hedge. Investors should note that Secured Property is released from the Issuer Charge when paid to Investors in accordance with the Terms (e.g. as Coupons), when paid to the Hedge Provider in relation to the Hedge and when due and payable to the Issuer, Arranger, your financial advisor or other person in respect of the Advisor Loan Trail Fee, Loan Establishment Fee, Arranger Fee or other fees, costs and expenses payable to them.

The Security Trustee will then hold the relevant Parcel of Secured Property on trust for each Investor in proportion to the number of DPA Units an Investor holds on the terms of the Security Trust Deed until termination of the Separate Trust.

The primary function of the Security Trustee is to exercise any right, power or remedy under the Security and enforce the Security on behalf of the Investors. Investors are not allowed to exercise these rights or have any direct recourse to the security constituted by the Security except through the Security Trustee. However, where the relevant group of Investors have instructed the Security Trustee to exercise a right, power, authority, discretion, or remedy of, or conferred on, the Security Trustee and the Security Trustee fails to do so within a reasonable time, the relevant group of Investors may act on behalf of the Security Trustee to exercise the right, power, authority, discretion, or remedy.

In exercising these powers, the Security Trustee must request the instructions of the Majority Investors (by way of convening a meeting of Investors) and act in accordance with them.

Each Separate Trust created under Security Trust Deed will terminate when Instreet Structured Investment has satisfied in full its Secured Obligations in respect of that Separate Trust and the Trust Fund for that Separate Trust is distributed in full.

The Security Trustee can resign as trustee of a Separate Trust at any time by giving at least 30 days' written notice. However, it is a term of the Security Trust Deed that the resignation of the Security Trustee does not take effect until a successor Security Trustee is appointed.

The liability of the Security Trustee is limited under the terms of the Security Trust Deed. In particular, the Security Trustee (and its directors, specified persons acting on its behalf, employees, agents or attorneys) is not liable for any loss or damage occurring as a result of it exercising, failing to exercise or purporting to exercise any powers under the Security Trust Deed or in relation to the Securities, any failure of the Issuer to comply with their obligations or for

acting in accordance with the instructions of the Investors or Majority Investors. The Security Trustee's liability is limited to the extent that the Security Trustee obtains final reimbursement from the relevant Separate Trust, being the Secured Property (including the Trust Fund). The Security Trustee is not obliged to take any action or exercise any of its powers until it is first indemnified to its reasonable satisfaction. Investors will receive payment only after the fees, costs, charges, expenses or other sums incurred or payable by or to the Security Trustee in connection with the exercise or enforcement of rights relating to the DPA have been paid. This includes any fees payable to the Security Trustee by the Issuer.

A copy of the Security Trust Deed is available upon request. Please contact Instreet on 1300 954 678.

### **Deed of Charge (Issuer Charge)**

Under the Deed of Charge for each Series and Separate Trust, Instreet Structured Investment Pty Limited (Chargor) charges the Secured Property. The Secured Property for each Series includes all the present and future rights, title, benefit and interest of the Issuer in amounts received by the Issuer in respect of Units in that Series (including Application monies received from Investors, but excluding Interest Payments) the Hedge for that Series, any proceeds from the Hedge and any Delivery Assets or other investments purchased with proceeds from the Hedge. Investors should note that Secured Property is released from the Issuer Charge when paid to Investors in accordance with the Terms (e.g. as Coupons), when paid to the Hedge Provider in relation to the Hedge and when due and payable to the Issuer, Arranger, your financial advisor or other person in respect of the Advisor Loan Trail Fee, Loan Establishment Fee, Arranger Fee or other fees, costs and expenses payable to them.

This is a first ranking fixed charge (subject to any prior, permitted Security Interests in the Transaction Documents, such as the credit support annex in the Hedge, and subject to any rights of set off and close-out netting that apply under the Hedge on the occurrence of a bankruptcy of a Party to the Hedge). That is, any rights of set off and netting that a counterparty to the Hedge may have on the bankruptcy of either the Issuer or that Counterparty will prevail over the Investor's rights under this Issuer Charge.

The Security Trustee enters into each Deed of Charge in its capacity as trustee of the Separate Trust created under the Security Trust Deed and that Deed of Charge.

The Issuer Charge will be released if the Security Trustee is satisfied that all of the Secured Obligations in respect of the relevant Separate Trust are paid, discharged or performed in full. The Security Trustee can rely on a certificate of the Issuer as to the amount of Secured Obligations owing at any time.

If an Event of Default under a Issuer Charge occurs, the Chargor must immediately pay or perform the Secured Obligations to the Security Trustee on demand by the Security Trustee and in the manner notified by the Security Trustee.

If an Event of Default occurs, the Security Trustee has the power to do all acts and things and exercise all rights, powers and remedies that the Chargor could do or exercise in relation to the Secured Property of the relevant Separate Trust, including the power to:

- take possession and assume control of that Secured Property and collect and give receipts for the Secured Property;
- receive all dividends or other distributions made or to be made in respect of the Security Property of the relevant Separate Trust;
- sell, close out, terminate, unwind or agree to sell, close out, terminate or unwind the Secured Property on terms that the Security Trustee thinks fit;
- grant to any person an option to purchase any Secured Property on terms that the Security Trustee thinks fit;
- carry on business or concur in carrying on any business of the Chargor in respect of the Secured Property;
- do anything to maintain, protect or improve the Secured Property;
- make any agreement to compromise the Secured Money which the Security Trustee thinks fit;
- surrender or transfer the Secured Property to any Government Agency (whether or not for fair compensation);
- exchange any part of the Secured Property for any other property, for fair value and the property so acquired by the Security Trustee shall be treated as if it were part of the Secured Property and, for that purpose, the Security Trustee may create a Security Interest over that property in favour of the Security Trustee;
- delegate to any person for any time period as the Security Trustee approves any or all of the powers of the Security Trustee on terms that the Security Trustee thinks fit;
- give effective receipts for all money and other assets that come into the hands of the Security Trustee;
- carry out and enforce, or refrain from carrying out or enforcing, agreements entered into or held by the Chargor in relation to the Secured Property or entered into in exercise of the rights, powers or remedies of the Security Trustee under the Deed of Charge;
- institute, conduct, defend, discontinue, settle, arrange or compromise any proceedings, including proceedings relating to insurance of the Secured Property;
- execute and deliver documents on behalf of the Chargor under seal or under hand;
- exercise any voting rights or powers in respect of any part of the Secured Property; and
- do or cause to be done any other act or thing which the Security Trustee considers necessary or incidental to the exercise of any right, power or remedy of the Security Trustee.

## 12. Additional Information Continued

The Security Trustee will hold any moneys or Delivery Assets received on trust for the beneficiaries in accordance with the Security Trust Deed.

Events of Default under the Issuer Charge include:

- the Chargor or the Hedge Provider becoming insolvent;
- the Chargor failing to make a payment or delivery under a Transaction Document on its due date (for example, the Chargor failing to perform a payment or delivery obligation under the Terms of the Deferred Purchase Agreement);
- the Chargor failing to perform or observe any other obligation under a Transaction Document, and the Security Trustee considers that the failure is materially adverse to the interests of the Investors and either (i) the failure cannot be remedied, or (ii) the failure can be remedied and the failure is not remedied within 5 business days of the Security Trustee providing written notice to the Chargor;
- an Event of Default (as defined in the Hedge) occurs;
- a Termination Event (as defined in the Hedge) with respect to which the Chargor is the Affected Party (as defined in the Hedge) occurs; or
- a representation or warranty made or deemed to be made by the Chargor in, or in connection with, the Transaction Documents is untrue or misleading (by omission or in any other way) in any material respect when made or repeated; and
- a proceeding is commenced against the Chargor or in relation to any Secured Property which does or may threaten the Chargor's entitlement to any Secured Property.

If an Event of Default under the Issuer Charge occurs, it is very likely that it will also constitute an Event of Default under the Hedge. If the defaulting party is the Issuer (or Chargor) then the Hedge Provider (and counterparty to the Hedge) will have the right (but not the obligation) to terminate the Hedge. If the Hedge is terminated, it will be an early unwind and the value derived will be the early termination value of the Hedge. This may be significantly less than the value that Investors could expect on Maturity, and may be zero. Therefore, even though the Secured Property is charged for the benefit of Investors, if an Event of Default occurs and the Issuer Charge is enforced, Investors may receive nothing, depending upon the value of the Secured Property at the time of enforcement.

If a single amount is received from a Hedge Provider in respect of a number of Series, the Security Trustee may allocate the amount received to one or more Separate Trusts (corresponding to one or more Series) proportionally by reference to (a) the last individual valuation of the Hedge for each Series; and (b) where the Security Trustee is unable to obtain the last individual valuation of the Hedge for any Series, the most recent valuation of the Units for that Series as published by the Issuer or the Arranger multiplied by the number of Units on issue in that Series.

There are risks involved with the enforcement of the Issuer Charge, please refer to "Risk relating to enforcement of Issuer Charge and appointment of administrator" in Section 4 "Risks".

A copy of the Deed of Charge is available upon request. Please contact Instreet on 1300 954 678.

### Consents

None of the parties referred to below have authorised or caused the issue of this PDS or make or purport to make any statement in this PDS (or any statement on which a statement in this PDS is based) other than as specified below.

**Baker & McKenzie** (solicitors) has given and, as at the date of this PDS, not withdrawn its written consent to being named as having acted as solicitors to the Issuer in connection with the issue of the Units pursuant to this PDS. It has in that capacity, prepared the Terms of the Deferred Purchase Agreement and the Section 11 "Taxation". Otherwise, Baker & McKenzie does not make any statement in, or take responsibility for any part of, this PDS and has not authorised the issue of the PDS nor does any statement herein purport to be based on a statement made by Baker & McKenzie except for the Terms of the Deferred Purchase Agreement and Section 11 "Taxation".

**Link Market Services Limited** (ABN 54 083 214 537) ("Link" has given and, as at the date of this PDS, not withdrawn its consent to the inclusion of statements regarding Link in this PDS in the form and context in which they are included and to be named as the Registrar in this PDS in the form and context in which it is named. It has not been involved in the preparation of any part of the PDS. It has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for any part of the PDS other than reference to its name and it takes no responsibility for the contents of the PDS. Link does not guarantee the success of the Units, the repayment of capital or any particular rate of capital or income return.

**Instreet Investment Limited** has given and, as at the date of this PDS, not withdrawn its consent to be named in this PDS in the form and context in which it has been named and to the descriptions of Instreet Investment Limited in this PDS. Instreet Investment Limited is responsible for its description in the PDS. Instreet Investment Limited has not authorised or caused the issue of the PDS. Accordingly, Instreet Investment Limited expressly disclaims and takes no responsibility for any statements or material in or omissions from the PDS other than its description and other sections verified by Instreet Investment Limited.

**EA Financial, LP** has given and, as at the date of this PDS, not withdrawn its consent to be named in this PDS in the form and context in which it has been named in this PDS. EA Financial, LP has not authorised or caused the issue of the PDS. Accordingly, EA Financial, LP expressly disclaims and takes no responsibility for, any statements or material in or omissions from the PDS, other than its description.

### **AET Structured Finance Services Pty Limited:**

- (a) has not made any statement or purported to make any statement in this document or any statement on which a statement in this document is based,
- (b) to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation or any statement regarding, and takes no responsibility for, any part of this document, or any statements in, or omissions from the documents, other than the references to its name;
- (c) has given and has not, before the issue of this PDS, withdrawn its written consent:
  - to be named in this PDS in the form and context in which it is named; and
  - to the inclusion in this PDS of the statement(s) and/or report(s) (if any) by that person in the form and context in which they appear in this PDS; and
- (d) does not guarantee the return of any capital sums invested or any rate of return or the performance of any obligations.

Barclays Bank PLC has given and, as at the date of this PDS, not withdrawn its consent to be named in this PDS. Barclays Bank PLC has not authorised or caused the issue of the PDS. Accordingly, Barclays Bank PLC expressly disclaims and takes no responsibility for any statements or material in or omissions from the PDS.

### **Privacy Policy**

Should you apply for Units by lodging an Application Form with the Issuer, you acknowledge and agree that:

- (a) the Issuer (and or any of its nominees) may collect your personal information for the purpose of processing your application for the Units, issuing the Units, managing your investment and complying with relevant laws. If you do not provide the personal information as the Issuer requires, your application may not be processed; and
- (b) the Issuer may be required to disclose all or some of your personal information to:
  - (i) related bodies corporate that might not be governed by Australian laws for the purpose of account maintenance and administration;
  - (ii) share registries, custodians and certain software providers related to the operational management and settlement of the Units;
  - (iii) other third parties for the purpose of account maintenance and administration, marketing research or acquiring any interest in any part of the business of your adviser; and
  - (iv) regulatory authorities such as the ASX.

All personal information collected from you will be collected, used and stored by the Issuer in accordance with the Issuer's Privacy Policy, a copy of which can be made available to you on request. To obtain a copy, please contact the Issuer as per the details in the Directory at the back of this PDS.

You can access the personal information the Issuer holds about you. The Issuer and/or its associates may wish to communicate with you in the future about other investment opportunities which may be of interest to you. If you do not wish to be contacted for these purposes, please contact the Issuer.

### **Dispute resolution**

If you have a complaint that has not been sufficiently resolved by the Issuer, you can contact the Financial Ombudsman Service ("FOS"). FOS is independent from the Issuer.

Contact FOS:

Telephone: 1300 780 808

Email: info@fos.org.au

Mail: Financial Ombudsman Service  
PO Box 3  
Melbourne VIC 8007

FOS is an independent body and is approved by the ASIC to consider complaints. In order for a complaint to be considered by FOS, the claim must be less than A\$500,000 (unless we and you agree otherwise in writing).

### **Potential conflicts of interest**

The Issuer and other Instreet Group companies may conduct transactions as principal and agent in various securities or assets including the ASX listed securities which are the Delivery Assets or financial products which comprise any Index. These trading activities may impact the price at which the Delivery Assets trade or the level of the Reference Index or the Units at any point in time. Please see Section 4 "Risks" for more details on conflicts of interest.

### **Custody Deed and Fixed Charge**

#### **Custody Deed**

The Custody Deed is a deed poll to be issued by the Custodian on or about the date of this PDS in favour of the Issuer and each person who is at any time the registered holder of a Unit. Under the Custody Deed, the Custodian holds each Unit (and any Delivery Parcel or Sale Monies in relation to each Unit) on separate trust (a "Trust") for each Investor. Where either physical delivery of the Delivery Parcel applies or the Agency Sale Option is used, the Trust is the trust under which the Custodian will hold the Delivery Parcel delivered to the Custodian by the Issuer and, if the Agency Sale Option is used, the Sale Monies, on trust for you.

## 12. Additional Information Continued

Each Trust is a separate trust for each Unit and is separate from the trust on which the Custodian holds each other Unit (and any Delivery Parcel or Sale Monies in relation to the Unit). Each Trust is for the personal benefit of that Investor, subject only to the Fixed Charge. If the Custodian receives a direction from that Investor to deal with any Unit (or Delivery Parcel or Sale Monies in relation to that Unit) held under the Trust, the Custodian must act in accordance with that direction provided that, amongst other things, the Custodian considers that the action would not result in a breach of the terms of issue of the Unit or the Fixed Charge.

The Custodian has no liability under the Custody Deed to an Investor for any loss suffered as a result of any act or omission of the Custodian or any other person, other than a loss caused by the fraud or willful misconduct of the Custodian or the Custodian's negligent failure to comply with a direction given to the Custodian with which the Custodian is bound to comply.

The Custodian may amend the terms of the Custody Deed and that amendment will not affect the terms of any subsisting Trust unless the Investor first consents to it or if, in the opinion of the Custodian, the amendment is to correct a manifest error and will not be unfair to an Investor (as defined in Section 12BG of the ASIC Act) or is made to comply with applicable law.

A Trust terminates upon the Custodian ceasing to hold any property on the terms of that Trust (other than on the appointment of a replacement custodian under the Custody Deed). A copy of the Custody Deed is available to Investors on request.

### Fixed Charge

Under this deed the Custodian (as "Chargor") agrees to charge all of its future rights, title and interest in the Units, including any Coupons, Delivery Parcel or Sale Monies in relation to the Unit ("Charged Property") in respect of each separate Trust created under the Custody Deed in relation to the Units to the Lender except the Beneficial Interest in the Portion of the Delivery Asset. The Charged Property is charged as security for the payment of all debts and liabilities and the performance of all obligations secured in respect of that Trust (the "Secured Moneys") and all other obligations of the Chargor and the Investor in respect of each Separate Trust.

The Fixed Charge is granted over the future property of each of the Separate Trusts. The Chargor may receive all distributions in respect of the Charged Property unless an Event of Default occurs and is permitted to give the direction in the Terms that Coupon payments will be made directly to the beneficiary of the Trust. The Fixed Charge takes priority over all other encumbrances of the Chargor in relation to the Charged Property (except those preferred by law). The Chargor must not create or allow to exist or agree to any encumbrance over or sell, assign or otherwise dispose of, deal with or part with possession of any of the Charged Property except to the extent permitted by the Chargee.

The Investor must pay or repay the Secured Moneys to the Lender in accordance with the Loan Agreement and the Terms. At the request of the Chargor, the Lender must discharge the Fixed Charge if the Secured Moneys have been paid and the Chargor and the beneficiary of the Trust have performed their obligations under the Fixed Charge and the Terms.

The Fixed Charge becomes enforceable in relation to a Separate Trust, immediately upon the occurrence of an Event of Default or event resulting in Early Maturity however described whether in this Loan Agreement, the Terms, Fixed Charge, Custody Deed or otherwise in this PDS (without the need for any demand or notice to be given to the Chargor or any or any other person). Upon the occurrence of an Event of Default or event resulting in Early Maturity, the Secured Monies are immediately due and payable by the Chargor in relation to that Separate Trust without the need for any demand or notice to be given by the Chargor or any other person.

Events of Default under the Fixed Charge include:

- (a) A failure by the Chargor or the Investor to perform or observe an obligation when due under the PDS, the Custody Deed Poll or the Fixed Charge, or;
- (b) a failure by the Investor to repay the Loan Amount when due and payable, or where the Investor becomes insolvent or bankrupt, as set out in clause 7 of Section 13 "The Loan Agreement" in the PDS; or
- (c) the occurrence of an Insolvency Event in relation to the Investor or the Chargor under the Custody Deed Poll;

Upon the Fixed Charge becoming enforceable, the Chargee has wide powers i.e. the power to do all acts and things and exercise all rights, powers and remedies that the Chargor could do or exercise in relation to the relevant Charged Property, including the power to take possession and assume control of the Charged Property, collect and get in and give receipts for the Charged Property and sell or agree to sell the Charged Property on terms the Chargee considers fit. The Custodian acknowledges the Fixed Charge and agrees not to act contrary to it. In addition the Custodian will follow the instructions of the Chargee.

The Lender may assign its rights under the Fixed Charge and each collateral security without the consent of the Chargor. The Chargor may not assign any of its rights under the Fixed Charge or any collateral security without the prior consent of the Lender. Anything which must be done by the Chargor under the Fixed Charge, whether or not at the request of the Chargee, must be done at the cost of the Chargor and therefore at the cost of the Investor. Where the Chargor fails to act in accordance with the Fixed Charge or to the satisfaction of the Chargee, the Chargee may do or cause to be done things which must be done by the Chargor under the Fixed Charge.

A copy of the Fixed Charge is available to Investors on request.

# 13. Loan Agreement

This is the form of Loan Agreement entered into between a successful Applicant of the Units and the Lender.

## Operative provisions

### 1. Definitions and Interpretations

#### 1.1 Definitions

Terms which are capitalised and not defined in this Loan Agreement are defined in Section 16 "Definitions" of the PDS.

#### 1.2 Acknowledgement

Each Investor acknowledges that by entering into the Loan Agreement, it may only use the Loan for the purposes of investing in the Units.

#### 1.3 Interpretation

Clause 8(a) and clauses 12 to 16 (inclusive) (other than clauses 16.6, 16.9 and 16.12) of the Terms of the Deferred Purchase Agreement apply to this Loan Agreement, as if references to "the Terms of the Deferred Purchase Agreement" or "these Terms" were references to this Loan Agreement, and reference to the "Issuer" were references to the "Lender".

### 2. Loan

#### 2.1 Lender to fund

- (a) By submitting the Application Form, you apply for a Loan from the Lender.
- (b) On and from the Loan Drawdown Date the Lender will make a Loan to you in an amount equal to A\$1.00 per Unit (the Loan Amount).
- (c) Each Investor irrevocably directs and authorises the Lender to draw down the Loan Amount and pay the amount directly to the Issuer in satisfaction of the Investor's obligation to pay the Total Investment Amount to the Issuer under clauses 1.1(c) and 3.2 of the Terms of the Deferred Purchase Agreement.

#### 2.2 Limited recourse Loan

The Loan is a limited recourse facility whereby the Lender's recourse against the Investor for repayment of the Loan Amount is limited to the interest of the Investor in the Units purchased using the Loan Amount. The Lender will not take any action against the Investor or the Acceptor (as defined in clause 8(c), if any) in relation to the Loan to recover any amount beyond enforcing the Fixed Charge.

### 3. Using the Loan

#### 3.1 Initial advance

You are automatically taken to have requested an advance on the Loan Drawdown Date of the Loan for the Loan Amount on that date.

### 4. Interest

#### 4.1 Interest

- (a) By the Issue Closing Date, you must prepay to the Lender the first year's prepaid interest calculated in accordance with paragraph (d)(i) below.
- (b) On or before each subsequent Interest Payment Date, you must prepay to the Lender the Interest Payment, for the relevant Period. If you do not pay this amount by the Interest Payment Date (or such later date as the Lender allows in their sole discretion), the Loan may be terminated in accordance with clause 4.3.
- (c) You may request the Lender to extend the Interest Payment Date up until the Business Day in Sydney immediately preceding the relevant Loan Reset Date. The decision of the Lender will be made in its absolute and sole discretion and will be final.
- (d) The Interest Payment for each Interest Payment Date is calculated as follows:
  - Series 11: Interest Payment = 8.25% \* Loan Amount
  - Series 12: Interest Payment = 6.35% \* Loan Amount
  - Series 13: Interest Payment = 6.85% \* Loan Amount
- (e) If you do not pay the Interest Payment when it falls due, this will be a breach of the Loan Agreement and the Fixed Charge will be immediately enforceable.
- (f) In relation to Series 11 & 13, you agree and acknowledge that if you have elected set off then the Issuer will use its set off rights under clause 9 of this Loan Agreement to set off the amount of the fixed Coupon payable at the end of the First Period and Second Period against the Interest Payment due on the second and third Interest Payment Dates respectively and you will only be required to pay the difference on the respective Interest Payment Date.
- (g) In relation to Series 11 & 13, if you have elected to pay the Interest Payment (and not set off), then you must prepay the Interest Payment at least 14 Business Days prior to the relevant Interest Payment Date, otherwise you will not be entitled to and will not receive the Coupons payable in respect of the previous Period.

#### 4.2 No entitlement to refund on the prepaid interest

The Investor will not be entitled to any refund of any Interest Payment in any circumstances (including in the case of an Early Maturity Event, where the Investor repays the Loan Amount on or prior to the Maturity Date or if an Issuer Buy-Back occurs).

# 13. Loan Agreement Continued

## 4.3 Termination of the Loan

- (a) If, on an Interest Payment Date (or such later date as the Lender allows in their sole discretion), you do not pay to the Lender the Interest Payment due under clause 4.(b), then the Issuer may determine that an Early Maturity Event has occurred in relation to your Units, in which case:
- (i) the Loan will be automatically terminated on the next Loan Reset Date;
  - (ii) your investment in the Units will terminate on the next Loan Reset Date, which will be deemed to be the Early Maturity Date;
  - (iii) for Series 12 only, the Coupon payment for the preceding Period (if any) will be calculated in accordance with clause 3.3 of the Terms and paid to you. For Series 11 & 13, unless set-off has occurred, you will not be entitled to and consequently will not receive the Coupon payable for the preceding Period;
- (b) You may request the Lender to extend the Interest Payment Date up until the Business Day in Sydney immediately preceding the relevant Loan Reset Date. The decision of the Lender will be made in its absolute and sole discretion and will be final.

## 5. Repaying

### 5.1 Repayment of Loan

- (a) Subject to clause 6, an Investor must repay the Loan Amount on the Maturity Date (but no earlier than the Maturity Date) unless the Issuer determines that Early Maturity occurs under the Terms or the Investor requests an Issuer Buy-Back, in which case the Investor must repay the Loan Amount on or before the Early Maturity Date or the Buy-Back Date (respectively).
- (b) If the Investor requests an Issuer Buy-Back, the Investor will receive the Buy-Back Price less the Loan Amount outstanding on the Buy-Back Date. The Lender will provide the Investor with an estimate of the Loan Amount outstanding under the Loan, calculated in the Lender's absolute discretion, and subject to interest rates, liquidity, Loan Break Costs and other relevant factors, upon request from the Investor. The Investor may use this estimate to decide whether or not to proceed with early repayment of the Loan Amount but should note that it is only an estimate and the final amount may vary.
- (c) If you request an Issuer Buy-Back or if Early Maturity occurs, you irrevocably direct the Lender and the Custodian to pay any Buy-Back Price or Early Maturity Value first to the Lender in satisfaction of the Loan Amount. Any Buy-Back Price or Early Maturity Value in excess of the Loan Amount remains payable to you. If the Buy-Back Price or Early Maturity Value are less than the Loan Amount then you can walk-away from your investment and nothing further is payable by you.

If you are a superannuation fund, this direction is revocable. However, if you revoke, this will be a breach of the Loan Agreement and the Fixed Charge will be immediately enforceable.

### 5.2 Loan repayable upon Early Maturity

Upon Early Maturity the Loan is immediately payable, the Early Maturity Value is applied to pay the Loan Amount and the Fixed Charge is enforceable.

## 6. Gaining legal title to the Units

- (a) Superannuation Fund Investors can at any time acquire legal title to the Units by repaying the Loan Amount to the Lender together with any enforcement costs and other amounts payable to the Lender under the Fixed Charge.
- (b) The Superannuation Fund Investor may only exercise its right to repay the Loan Amount and obtain legal title before the Maturity Date, and by providing 5 Business Days' prior notice to the Issuer. After the Investor exercises its rights under this clause and repays the outstanding Loan Amount in full, the Custodian will transfer the legal title to the Units into name of the Investor and will have no further obligations or liabilities to the Investor in connection with this agreement or the Units.
- (c) If a Superannuation Fund Investor repays the Loan Amount in accordance with clause (a) the Investor must continue to pay the Interest Payment to the Lender on each Interest Payment Date as an access fee so as to continue their Units' exposure to the Underlying Index. If the Interest Payment is not paid on the Interest Payment Date then the Units will be automatically terminated, will cease to have exposure to the Underlying Index and the Superannuation Fund Investor will receive the Termination Payment calculated in accordance with clause 5.4 of the Terms, ignoring the deduction of the Loan Amount as it will have been paid.

## 7. Investor's Liability

Where the Investor:

- (a) does not repay the Loan Amount (if any) when due and payable; or
- (b) becomes bankrupt or insolvent,

the Lender may, in its absolute discretion, declare all amounts owing under the Loan to be due and payable and/or direct the Custodian to exercise its power of sale in respect of the Units the subject of the Fixed Charge.

The liability of the Investor in relation to the Loan or any charge on the Loan may be enforced by the Lender against the Investor only by exercising its rights under the Fixed Charge or any other rights it has in relation to the Units or other Charged Property. This clause does not limit any proceedings being brought or other action being taken by the Lender to establish the Investor's liability or the Lender's rights under the Fixed Charge or otherwise in relation to the Units or such other Charged Property.

## 8. Transfer of the Loan

- (a) The Lender may novate, assign or subparticipate the Loan and any or all of its rights under the Loan at any time during the Investment Term under this PDS and the Terms, provided it is not unfair to Investors (as defined in Section 12BG of the ASIC Act), and provided that the terms of the Loan Agreement and the limited recourse nature of the Loan continue and are not amended.
- (b) If an Investor transfers their Units under the Terms, then the Loan must be transferred with the Units and the transferee must agree to the terms of the Loan Agreement.
- (c) A third party (as nominated in the PDS or otherwise approved by the Issuer) ("Acceptor") may (by notice in writing to the Lender) assume the obligations of the Investor under the Loan Agreement with effect from the time specified in the notice ("Effective Time") in which case with effect on and from the Effective Time:
  - (i) the Acceptor is substituted for the Investor under the Loan Agreement as if a party to the Loan Agreement on the terms of this paragraph (c);
  - (ii) the Acceptor assumes all of the obligations of the Investor under the Loan Agreement arising on or after the Effective Time;
  - (iii) the Investor assigns all of its rights title and benefits under the Loan Agreement arising on or after the Effective Time to the Acceptor; and
  - (iv) every reference in the Loan Agreement to Investor is to be read as if it were a reference to the Acceptor.
- (d) With effect from the Effective Time, the Lender releases the Investor from all its obligations and liabilities under the Loan Agreement arising on or after the Effective Time. Nothing in paragraph (c) or this paragraph (d) has the effect that the Acceptor assumes any obligations or liabilities of the Investor that have arisen before the Effective Time or discharges or otherwise affects any rights, obligations or liabilities of the Investor which have accrued or arisen before the Effective Time.

## 9. Set off Rights

- (a) All monetary obligations imposed on the Investor under these Loan Terms are absolute, free of any right to counterclaim or set off and may only be satisfied once the payment has cleared.
- (b) The Lender (whether in its capacity as Lender or Issuer) may at any time (including without limitation during the Investment Term or at Maturity) set off any amount payable to it by the Investor or the Custodian against any amount payable by the Lender (whether in its capacity as Lender or Issuer) to the Investor or the Custodian (on the Investor's behalf) whether payable under this Loan, the Terms or otherwise. The Lender may withhold any amount payable by it (whether in its

capacity as Lender or Issuer) to the Investor (or the Custodian on behalf of the Investor) in satisfaction of any amount payable to it (whether in its capacity as Lender or Issuer) by the Investor.

## 10. General

- (a) The Lender may exercise a right or remedy or give or refuse its consent under this Loan Agreement in any way it considers appropriate (including by imposing conditions).
- (b) The Lender is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise or delay in exercising a right or remedy under this Loan Agreement.
- (c) The rights and remedies of the Lender under this Loan Agreement are in addition to other rights and remedies given by law independently of this Loan Agreement.
- (d) Rights given to the Lender under this Loan Agreement and the Investor's liabilities under it are not affected by anything which might otherwise affect them at law.
- (e) The Investor agrees to do anything the Lender asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):
  - (i) to bind the Investor and any other person intended to be bound under this Loan Agreement;
  - (ii) to show whether the Investor is complying with this Loan Agreement.

## 11. Taxes

- (a) The Lender and the Custodian are not liable for any taxes or other charges:
  - (i) payable by the Investor in relation to or in connection with this Loan Agreement; or
  - (ii) payable by the Lender or the Custodian or any other person on, as a consequence of, or in connection with any supply to the Investor under or in connection with this Loan Agreement; and are not liable to pay the Investor any additional amount on account of any taxes or other charges.
- (b) The Investor must:
  - (i) pay all taxes (including GST) and other charges for which the Investor becomes liable in relation to or in connection with this Loan Agreement; or
  - (ii) pay an additional amount to the Lender and the Custodian on demand equal to any applicable taxes (including GST) and other charges for which the Lender or the Custodian or any other person becomes liable on, as a consequence of, or in connection with any supply to the Investor under or in connection with this Loan Agreement.

# 13. Loan Agreement Continued

## 12. Fixed Charge

The Investor agrees and acknowledges that:

- (a) Under the Fixed Charge the Custodian (as "Chargor") agrees to charge to the Lender all of its future rights, title and interests in, under or derived from the Units, including any Coupons, Delivery Assets or Sale Monies in relation to the Unit ("Charged Property") in respect of each of the trusts created under the Custody Deed in relation to the Units except for the Beneficial Interest in the Portion of Delivery Assets which is expressly excluded from the Fixed Charge. The Charged Property is charged as security for the payment of all debts and liabilities secured in respect of that Trust (the "Secured Moneys") and all other obligations of the Chargor and each Investor under the Fixed Charge, Custody Deed, PDS and any other transaction document as agreed between the Chargor and Chargee (including the Chargor's obligations under the Agency Sale Option) (together with the Secured Moneys, the "Secured Obligations"). The Chargor may receive all distributions in respect of the Charged Property unless an Event of Default occurs and is permitted to give the direction that Coupon Amount payments will be made directly to the beneficiary of the Trust (i.e. the Investor).
- (b) The Lender's recourse (as "Chargee") in respect of the Secured Obligations under the Fixed Charge is limited to the amount the Chargee can obtain by enforcing the Chargee's rights in respect of the Charged Property under the Fixed Charge.
- (c) The Fixed Charge takes priority over all other encumbrances of the Chargor in relation to the Charged Property (except those preferred by law). The Chargor must not create or allow to exist or agree to any encumbrance over or sell, assign or otherwise dispose of, deal with or part with possession of any of the Charged Property except to the extent permitted by the Chargee. The Fixed Charge is granted over the future property of the Trust at the time that the Trust is established.
- (d) The Investor must pay or repay the Secured Moneys to the Lender in accordance with the Fixed Charge and these terms. At the request of the Investor, but subject to the terms of the Loan Agreement, the Lender must discharge the Fixed Charge if the Secured Moneys have been paid and the Chargor and the Investor have performed their obligations under the Fixed Charge and the Terms. Following the settlement of all obligations after the Maturity Date, the Chargee will release the Fixed Charge following the full satisfaction of the Secured Obligations. The Chargee may release part of the Charged Property when there is a reduction in the Secured Obligations and when the Charged Property is delivered to the Chargee.
- (e) The Chargor or the Investor must fully and punctually perform the Secured Obligations and must ensure that no Event of Default or (to the extent possible) event resulting in Early Maturity occurs.
- (f) The Fixed Charge becomes enforceable in relation to a separate trust, immediately upon the occurrence of an Event of Default or event resulting in Early Maturity (without the need for any demand or notice to be given to the Chargor or any or any other person). Upon the occurrence of an Event of Default or event resulting in Early Maturity, the Secured Moneys are immediately due and payable by the Chargor without the need for any demand or notice to be given by the Chargor or any other person.
- (g) Upon the Fixed Charge becoming enforceable, the Chargee has wide powers i.e. the power to do all acts and things and exercise all rights, powers and remedies that the Chargor could do or exercise in relation to the relevant Charged Property, including the power to take possession and assume control of the Charged Property, collect and get in and give receipts for the Charged Property and sell or agree to sell the Charged Property on terms the Chargee considers fit.
- (h) The Custodian acknowledges the Fixed Charge and agrees not to act contrary to it. In addition the Custodian will follow the instructions of the Chargee. The Lender may assign its rights under the Fixed Charge and each collateral security without the consent of the Chargor. The Chargor may not assign any of its rights under the Fixed Charge or any collateral security without the prior consent of the Lender.
- (i) If the Chargor or Investor defaults in fully and punctually performing any obligation contained or implied in the Fixed Charge, PDS (including this Loan Agreement or the Terms), Custody Deed and any other transaction document as agreed between the Chargor and Chargee, the Chargee may, without prejudice to any of their powers under these documents, do all things necessary or desirable, in the opinion of the Chargee, to make good or attempt to make good that default to the satisfaction of the Chargee.
- (j) Anything which must be done by the Chargor under the Fixed Charge, whether or not at the request of the Chargee, must be done at the cost of the Chargor and therefore at the cost of the Investor. Where the Chargor fails to act in accordance with the Fixed Charge or to the satisfaction of the Chargee, the Chargee may do or cause to be done things which must be done by the Chargor under the Fixed Charge.

Where the Investor elects, or is deemed to have elected, to use the Agency Sale Option, the Lender will release the Fixed Charge in respect of the Delivery Parcel only to the extent required to effect the Agency Sale Option.

A copy of the Fixed Charge is available to Investors on request.

### 13. Custody Deed

The Investor agrees and acknowledges that:

- (a) The Custody Deed is a deed poll to be entered into by the Custodian on or about the date of this PDS in favour of the Lender and each person who is at any time the registered holder of a Unit.
  - (b) Under the Custody Deed the Custodian holds certain property on trust from time to time.
  - (c) The Custodian is entitled to a fee as agreed between the Lender and the Custodian. This fee is payable by the Lender from its own funds.
  - (d) The Custodian holds the Units in respect of which Investors receive a Beneficial Interest. The appointment of the Custodian in relation to these Units is irrevocable until the Lender notifies the Custodian that all obligations in relation to the applicable Units have been satisfied. The Custodian holds these Units for Investors, subject only to the Fixed Charge. The Custodian must, at all times, act in accordance with the Fixed Charge in favour of the Chargee. The Custodian must not accept, and must not act, on any proper instructions contradictory to the Fixed Charge.
  - (e) If the Custodian receives notice in writing from the Chargee that an Event of Default or an event of Early Maturity, however described in any of the Fixed Charge, Custody Deed, Terms or Loan Agreement has occurred, the Custodian will, and is authorised by the each Investor to:
    - (i) act solely in accordance with the requests and instructions of the Chargee or each authorised person specified in writing by the Chargee to the Custodian from time to time (notwithstanding any contrary instruction from the Investor) as if the Chargee were in all respects the legal and beneficial owner of the Units; and
    - (ii) not be under a duty to enquire whether an Event of Default or an event of Early Maturity, however described in any of the Fixed Charge; Custody Deed, Terms or Loan Agreement has occurred or that the Chargee may validly give any request or instructions.
  - (f) Each Trust is a separate trust for each Unit and is separate from the trust on which the Custodian holds each other Unit (and any Coupons, Delivery Assets, Sale Monies or other distributions in relation to the Unit). Each Trust is for the personal benefit of that Investor, subject only to the Fixed Charge and the interest of the beneficiaries from time to time of any trust as trustee of which the Investor expressly makes the Application. If the Custodian receives a direction from the Investor to deal with any Unit (or Coupons, Delivery Assets, Sale Monies or other distributions in relation to that Unit) held under the Trust, the Custodian must act in accordance with that direction provided that, amongst other things, the Custodian considers that the action would not result in a breach of the Terms of the Unit or the Fixed Charge, and provided that the Lender has consented to the direction.
  - (g) The Custodian has no liability under the Custody Deed to an Investor for:
    - (i) any loss suffered as a result of any act or omission of the Custodian or any other person, other than a loss caused by the fraud or willful misconduct of the Custodian or the Custodian's grossly negligent failure to comply with a direction given to the Custodian with which the Custodian is bound to comply; or
    - (ii) for consequential or indirect damages arising out of or in relation to the services provided by the Custodian under the Custody Deed, any delay or other failure in supplying these services including without limitation, lost profits and damage suffered as a result of claims by any third person.
  - (h) Each Investor jointly and severally indemnifies the Custodian against all liabilities, losses, costs and expenses which are incurred by the Custodian as a result of the Custodian acting on proper instructions given by the Investor or the Chargee. To the extent that the Custodian is not fully indemnified, the Investor shall indemnify the Custodian against all liabilities, losses, costs and expenses which are incurred by the Custodian as a result of the Custodian acting on proper instructions given by the Chargee.
    - (i) The Custodian may amend the terms of the Custody Deed and that amendment will not affect the terms of any subsisting Trust unless the relevant Applicant or holder (as applicable) first consents to it or if, in the opinion of the Custodian, the amendment is to correct a manifest error or will not materially prejudice the rights of the beneficiary of the relevant trust or is made to comply with applicable law.
    - (j) A Trust terminates upon the Custodian ceasing to hold any property on the terms of that Trust (other than on the appointment of a replacement custodian under the Custody Deed).
- A copy of the Custody Deed is available to Investors on request.

# 14. Terms of the Deferred Purchase Agreement

These Terms form the terms and conditions on which the Investor agrees to acquire the Delivery Parcel from the Issuer. Capitalised words have the meaning given to them in the "Definitions" section of this PDS. Any reference to "Reference Asset" in this Section 14 includes a reference to "Underlying Index" and "Reference Index".

## 1 Applications and Acceptance

### 1.1 Offer by the Investor

An Investor may make an offer to the Issuer to acquire the Delivery Parcel from the Issuer on a deferred basis in accordance with these Terms:

- (a) by completing and returning a valid Application Form to the Issuer by the Issue Closing Date; and
- b) by ensuring that the first prepaid Interest Payment and Loan Establishment Fee is received by the Lender in cleared funds by the first Interest Payment Date (or such other time if otherwise accepted by the Issuer in its discretion); and
- (c) by ensuring that an amount equal to the Total Investment Amount is received by the Issuer in cleared funds by the Commencement Date.

### 1.2 Investor bound by Terms

- a) By signing the Application Form and lodging it with the Issuer, the Investor agrees to be bound by these Terms including any variation to these Terms, provided such variation is not unfair to Investors (as defined in Section 12BG of the ASIC Act), and is notified to Investors in a supplementary PDS or otherwise as made and notified to Investors in accordance with these Terms and the terms of the Security Trust Deed and relevant Issuer Charge provided such variation is not unfair to Investors (as defined in Section 12BG of the ASIC Act).
- b) By signing the Application Form and lodging it with the Issuer (or their advisor), the Investor also agrees and acknowledges that the Custodian will be appointed pursuant to the terms of the Custody Deed and that the Custodian will grant a charge pursuant to the Fixed Charge. Each Unit issued by the Issuer will be subject to the terms of the Custody Deed and the Fixed Charge, as varied by the Issuer and the Custodian and notified to Investors provided the variation is not unfair to Investors (as defined in Section 12BG of the Australian Securities Investments Commission Act 2001 ("ASIC Act"). A summary of the Fixed Charge and Custody Deed is included in Section 12 "Additional Information" and Section 13 "Loan Agreement" and a copy of the Fixed Charge and Custody Deed is available upon request.

### 1.3 Acceptance of the offer by the Issuer

- (a) The Issuer may decide in its reasonable discretion whether or not it will accept the Investor's offer to acquire the Delivery Parcel from the Issuer and whether or not to issue the Units.

- (b) If the Issuer decides that it will accept an Application and provided that the Issuer has received the first Interest Payment and Loan Establishment fee in cleared funds by the Issue Closing Date (or such other time if otherwise accepted by the Issuer in its discretion) and the Total Investment Amount in cleared funds by the Commencement Date (or such other time if otherwise accepted by the Issuer in its discretion), acceptance of the Investor's offer will take place, and the parties' rights and obligations under these Terms will commence, on the date Units are issued. For each multiple of the Issue Price paid the Investor will be entitled to one Unit. The Investor acknowledges that the economic exposure for the Units commences on the Commencement Date.
- (c) Within 10 Business Days of the Commencement Date, the Issuer will send to the Investor a Confirmation Notice acknowledging either the acceptance or rejection of an Investor's offer and setting out any relevant details of the Unit.

### 1.4 Issue of Units

Units are issued within one month of an Application being accepted by the Issuer in accordance with clause 1.3(a). Economic exposure for the Units commences on the Commencement Date. Each Unit will be issued by the Issuer to the Custodian to hold on trust for you on the terms of the Custody Deed and subject to the terms of the Fixed Charge. If, for any reason, the Issuer is unable to achieve the economic exposure on the Commencement Date due to any condition set out in the PDS not being satisfied (e.g. the Minimum Total Subscription (if applicable)) or the Issuer otherwise determines not to proceed with the issue for any reason, then Investors Units will be terminated and Investors will receive a refund of their Loan Establishment Fee and first Interest Payment without interest.

## 2 Appointment of Registrar

- (a) The Issuer will appoint the Registrar set out in the PDS. The Registrar will be responsible for establishing and maintaining a Register of beneficial owners of the Units issued by the Issuer during the term of the Registrar's appointment. The Register will be established and maintained in Sydney (or any other place in Australia as the Issuer and the Registrar may agree).
- (b) The Investor acknowledges and agrees that the Register will be conclusive evidence of beneficial ownership of interests in the Units. The Issuer is not required to recognise any interest in Units not recorded in the Register other than the legal interest of the Custodian.

## 3 Deferred purchase of Delivery Assets

### 3.1 Purchase of Delivery Assets

The Investor agrees to purchase from the Issuer the Delivery Parcel for the Total Investment Amount (which will be paid by the Investor in accordance with clause 3.2).

The Issuer will deliver the Delivery Parcel to the Custodian on the Settlement Date in accordance with clause 4.

### 3.2 Payment of the Total Investment Amount

- (a) The Investor must pay the Total Investment Amount to the Issuer in cleared funds by the Issue Closing Date (or such other time if otherwise accepted by the Issuer in its discretion).
- (b) The Minimum Investment for which an Application will be accepted by the Issuer under these Terms is the minimum amount set out in the Product Summary of this PDS.

### 3.3 Coupons and payments

- a) The Issuer will pay the Coupons as described in the PDS for the Offer.
- b) If Investors are entitled to the Coupons as set out in the PDS, the Coupons will be paid on the relevant Coupon Payment Dates as set out in, and subject to such conditions as specified in, the PDS.
- c) The Custodian directs (and the Investor agrees that the Custodian will direct) the Issuer to pay the Coupon directly to the Investor as beneficiary of the Trust.
- d) In the event the Issuer or Custodian is required by law to make any deduction or withholding from the payment of any Coupon, the Issuer or Custodian will make the required deduction or withholding and pay the Coupon to the Investor after such deduction or withholding.
- e) Investors in Series 11 & 13 may elect in the Application Form (and otherwise as agreed with the Issuer from time to time) for the Coupons payable in respect of the First Period and Second Period to be set-off against Interest Payments due in respect of the Second Period and Third Period.

## 4 Maturity and Settlement

### 4.1 Notice of Maturity

The Issuer will give a Notice of Maturity to each Investor not less than 20 Business Days prior to the Maturity Date, unless otherwise specified in the PDS.

### 4.2 Effecting Maturity

Physical delivery of the Delivery Parcel will occur in accordance with clause 4.3, unless

- a) the Investor wishes to use the Agency Sale Option and validly elects to do so by:
  - (i) returning a Notice of Maturity to the Issuer at least 10 Business Days before the Maturity Date; and
  - (ii) clearly specifying in the Notice of Maturity that the Investor will use the Agency Sale Option.
- b) the Investor has failed to repay the Loan when due, in which case the Investor is deemed to have elected to use the Agency Sale Option.

### 4.3 Physical delivery of the Delivery Assets to the Investor

Provided that the Investor has repaid the Loan Amount in full:

- (a) The Issuer (either itself or through a nominee) will procure the performance of all acts required of a transfer or of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Parcel to be transferred to the Investor (or the Investor's nominee) on the Settlement Date or as soon as possible thereafter, free from any security interest or third party interest or restriction on transfer (other than one that has been accepted by the ASX for the purposes of quotation of the property comprising the Delivery Assets).
- (b) In respect of ASX listed Delivery Assets, the Investor irrevocably authorises the Issuer and any of its nominees, at the option of the Issuer, to act as the Investor's agent to do all things required to be done, including but not limited to supplying the Investor's HIN, to effect the delivery of Delivery Parcel to the Investor (or the Investor's nominee).
- (c) Investors will have their Delivery Parcel delivered to an issuer sponsored subregister CHESS account of the Delivery Asset issuer.

### 4.4 Delivery through the Agency Sale Option

#### 4.4A Where Loan Amount not repaid by Maturity Date

If the Investor does not repay the Loan Amount by the Maturity Date, the Investor is deemed to have elected to use the Agency Sale Option and:

- (a) the Investor will assign all of its rights under the Loan Agreement to the Acceptor and the Acceptor will assume all of the Investor's obligations of the Investor under the Loan Agreement (including the Investor's obligation to repay the Loan Amount);
- (b) in consideration of the assumption by the Acceptor under paragraph (a), the Investor directs the Custodian to hold the Delivery Parcel on the terms of paragraphs (c) and (d);
- (c) the Issuer (either itself or through a nominee) will procure the delivery of the Delivery Parcel as follows:
  - (i) the Custodian or its nominees are irrevocably authorised to accept physical delivery of the Delivery Parcel for and on behalf of the Investor on the terms of the Custody Deed;
  - (ii) the Issuer (either itself or through a nominee) will procure the performance of all acts required of a transfer or of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Parcel to be transferred to the Custodian on behalf of the Investor on the Settlement Date or as soon as possible thereafter, free from any security interest

# 14. Terms of the Deferred Purchase Agreement

## Continued

or third party interest or restriction on transfer (other than one that has been accepted by the ASX for the purposes of quotation of the property comprising the Delivery Assets);

- (iii) the Investor irrevocably authorises the Custodian or its nominees to sell or procure the sale, and irrevocably directs and authorises the Custodian or any of its nominees to take all actions necessary or desirable to effect the sale, or procure the sale, by the Custodian or its nominees of the Delivery Parcel for and on behalf of the Investor;
- (d) the Custodian or its nominees on behalf of the Custodian will pay the lesser of:
  - (i) the Sale Monies less any Delivery Costs; and
  - (ii) the Loan Amount as at the time the Acceptor assumed the obligations of the Investor under the Loan Agreement;

to the Lender to be applied in discharge of the Acceptor's obligation to repay the Loan Amount under the Loan Agreement with any surplus to the Investor's Nominated Account (or pay by cheque to the Investor if no Nominated Account is nominated); and

- (e) the Investor acknowledges and agrees that:
  - (i) the Custodian or its nominees agree to sell, or procure the sale of, the Delivery Parcel on behalf of the Investor as soon as reasonably practicable on or after the Settlement Date for an amount per Delivery Asset equal to the Delivery Asset Price;
  - (ii) to the maximum extent permitted by law, the Custodian and its nominees are not responsible for any loss, costs or expense incurred by the Investor as a result of using the Agency Sale Option, except to the extent that such loss, cost or expense arises as a direct result of the Custodian's or the nominee's negligence, wilful default, fraud or dishonesty; and
  - (iii) if, for any reason whatsoever, the Custodian and its nominees are unable to sell or procure the sale of the relevant Delivery Parcel at the Delivery Asset Price, the Investor irrevocably authorises the Custodian and its nominees to sell or procure the sale of, the relevant Delivery Parcel as soon as reasonably practicable for the market price applicable at the time of sale.

#### 4.4B Where Loan Amount repaid by Maturity Date

If the Loan Amount is repaid by the Maturity Date and the Investor elects to use the Agency Sale Option, then, the Issuer (either itself or through a nominee) will procure the delivery of the Delivery Parcel as follows:

- (a) the Custodian or its nominees are irrevocably authorised to accept physical delivery of the Delivery Parcel for and on behalf of the Investor on the terms of the Custody Deed;

- (b) the Issuer (either itself or through a nominee) will procure the performance of all acts required of a transferor of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Parcel to be transferred to the Custodian on behalf of the Investor on the Settlement Date or as soon as possible thereafter, free from any security interest or third party interest or restriction on transfer (other than one that has been accepted by the ASX for the purposes of quotation of the property comprising the Delivery Assets);
- (c) the Investor irrevocably authorises the Custodian or its nominees to sell or procure the sale, and irrevocably directs and authorises the Custodian or any of its nominees to take all actions necessary or desirable to effect the sale, or procure the sale, by the Custodian or its nominees of the Delivery Parcel for and on behalf of the Investor;
- (d) the Custodian or its nominees on behalf of the Custodian will pay the Sale Monies less any Delivery Costs to the Investor's Nominated Account (or pay by cheque to the Investor if no Nominated Account is nominated), within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter. As at the date of this PDS, it is anticipated that no Delivery Costs will apply; and
- (e) the Investor acknowledges and agrees that:
  - (i) the Custodian or its nominees agree to sell, or procure the sale of, the Delivery Parcel on behalf of the Investor as soon as reasonably practicable on or after the Settlement Date for an amount per Delivery Asset equal to the Delivery Asset Price;
  - (ii) to the maximum extent permitted by law, the Custodian and its nominees are not responsible for any loss, costs or expense incurred by the Investor as a result of using the Agency Sale Option, except to the extent that such loss, cost or expense arises as a direct result of the Custodian's or the nominee's negligence, wilful default, fraud or dishonesty; and
  - (iii) if, for any reason whatsoever, the Custodian and its nominees are unable to sell or procure the sale of the relevant Delivery Parcel at the Delivery Asset Price, the Investor irrevocably authorises the Custodian and its nominees to sell or procure the sale of, the relevant Delivery Parcel as soon as reasonably practicable for the market price applicable at the time of sale.

#### 4.5 Satisfaction of obligations

Upon delivery of the Delivery Assets to the Investor in accordance with clause 4.3 or payment of Sale Monies (if any) to an Investor in accordance with clause 4.4A or 4.4B, or if, following deduction of the Loan Amount, no Sale Monies or Delivery Assets are payable or deliverable, the Issuer's and the Custodian's obligations to the Investor under these Terms and terms of the Custody Deed and the Fixed Charge are satisfied in full and discharged, and the Fixed Charge will be released.

#### **4.6 Delivery of a whole number of Delivery Assets only**

The Issuer or its nominee will not transfer a fractional Delivery Asset or parts of a Delivery Asset. If after aggregating all Delivery Assets transferred to the Custodian on behalf of an Investor on the Settlement Date, and if any fractional unit would be transferable by the Issuer on the Settlement Date, the Issuer will cause to be paid to the Investor (within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter) an amount equal to the value of the fraction of the unit forgone based on the Delivery Asset Price provided that such amount exceeds twenty Australian Dollars (A\$20.00). If the amount does not exceed A\$20.00, the Issuer is under no obligation to the Investor to make any payment for the fractional unit. Upon payment of the amount under this clause, the Issuer is discharged from its obligation to deliver the fraction of the unit forgone.

#### **4.7 Substitution of Delivery Assets**

If any of the Delivery Assets selected by the Investor are unable to be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including but not limited to cessation, illiquidity or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements, then the Issuer shall either deliver any other Delivery Assets listed on the ASX and which is a constituent of the S&P/ASX 200 Index and deliver that substituted security in accordance with these Terms as if the definition of "Delivery Asset" was amended to refer to the substituted security, or, if a basket of Delivery Assets is to be delivered, the Issuer may substitute the affected Delivery Asset or deliver only the remaining unaffected Delivery Assets in the basket.

### **5 Early Maturity**

#### **5.1 Early Maturity by the Issuer**

The Issuer may, acting reasonably, at any time (including on the Maturity Date), nominate any of the following events as an Early Maturity Event:

- (a) any arrangements entered into by the Issuer in order to hedge the Issuer's obligations in respect of the Units in whole or in part are terminated, redeemed, suspended, ended or cannot reasonably be acquired, established, maintained, substituted or reestablished, including, for Series 12 & 13, where the hedge counterparty terminates as a result of the Reference Index or Underlying Index falling to or below 65% of its value as at the Commencement Date at any point during the Investment Term; or
- (b) the Issuer does not receive any of the amounts due to the Issuer under any arrangements entered into by the Issuer in order to hedge the Issuer's obligations in respect of the Units (including the Hedge); or
- (c) the Issuer has or will become obliged to pay additional amounts as a result of any change in, or amendment

to, the laws or regulations of or any political subdivision or any authority thereof or therein having power to Tax, or any change in the application of official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Commencement Date; or

- (d) a Change of Law occurs;
- (e) the Issuer receives written notice from the Lender that the Investor has failed to pay or prepay an Interest Payment (whether or not following any set-off against the Coupon payable) when due and that the failure has not been remedied within 24 hours of the Lender's notice to the relevant Investor to do so (or such longer time as specified in the Lender's notice);
- (f) if the Issuer determines in good faith that the performance of its obligations in relation to or under these Terms has or will become, in circumstances beyond the reasonable control of the Issuer, impossible, unlawful, illegal or otherwise prohibited or that the Units or investment returns provided by the Units are or will be substantially different from those described in this PDS as a result of one or more Adjustment Events; or
- (g) any actual or proposed event that may in the Issuer's reasonable opinion, acting in good faith and a commercially reasonable manner, be expected to lead to any of the events referred to in paragraphs (a) to (f) above occurring. If any event occurs which constitutes both an Adjustment Event and an Early Maturity Event as defined in this clause, the Issuer may, acting in good faith and a commercially reasonable manner, treat that event as either an Adjustment Event or Early Maturity Event and notify the Investor accordingly.

#### **5.2 Determination that there will be an Early Maturity**

Where the Issuer has nominated an event as an Early Maturity Event, the Issuer may reasonably determine that there will be an Early Maturity and may specify a date as the Early Maturity Date.

#### **5.3 Investor Requested Issuer Buy-Back**

Unless specified otherwise, the Investor (on behalf of the Custodian) may request the Issuer to buy back their Units on any Business Day by giving an Issuer Buy-Back Form to the Issuer. An Issuer Buy-Back can be requested only in respect of the Minimum Buy-Back Amount of Units.

Once lodged the request for an Issuer Buy-Back is irrevocable. It is in the Issuer's reasonable discretion to accept or reject or hold over the request for an Issuer Buy-Back. If the Issuer accepts:

- (a) The Issuer will as soon as practicable after the request is received and accepted, execute the Issuer Buy-Back on the Buy-Back Date. The Investor acknowledges that the Buy-Back Date will depend, in part, upon the Issuer's ability to liquidate its hedging arrangement (if any), and may require the Issuer to delay and hold over an Issuer Buy-Back request.

# 14. Terms of the Deferred Purchase Agreement

## Continued

- (b) The Issuer will in its reasonable discretion, and acting in a commercially reasonable manner, determine the Buy-Back Price for the purchase of the Investor's Units. The Buy-Back Price will be calculated by reference to the fair market value of the Units on the Buy-Back Date, less the Buy-Back administration fee (if any), any Delivery Costs, Break Costs and any bid-offer spread charged by the Issuer. The Issuer may provide an Investor with an estimate of the Buy-Back Price before effecting the buy-back but is not obliged to do so.

The Investor acknowledges this is an estimate only and the actual Buy-Back Price on the Buy-Back Date may be significantly less than the estimate.

- (c) Settlement of an Issuer Buy-Back will take place by application of the Buy-Back Price to any Loan Amount outstanding under the Loan.
- (d) Any Buy-Back Price remaining after fulfillment of the Loan obligations will be paid to the Investor in cash.
- (e) Upon settlement of the Issuer Buy-Back, the Issuer will arrange for an Investor's name and details to be removed from the Register and for the Custodian's holding to be adjusted, and the Fixed Charge will be released.

### 5.4 Early Maturity Mechanism

- (a) If the Issuer determines that there will be an Early Maturity, the Early Maturity will take place as follows:
- (i) The Issuer will, before the Early Maturity Date, notify the Investor that Early Maturity will occur on the Early Maturity Date in accordance with clause 5 of these Terms. The Issuer will specify in the Early Notice of Maturity whether Early Maturity will occur by the maturity process in accordance with clause 5.4(a)(ii) or by Termination Payment in accordance with clause 5.4(a)(iii).
- (ii) If specified in the Early Notice of Maturity and subject to clause 5.4(b), Early Maturity will take place in accordance with the procedures set out in clauses 4.2 to 4.5 of these Terms.
- (iii) If specified in the Early Notice of Maturity, Early Maturity will occur by the Issuer paying to the Investor the Termination Payment to the Investor's Nominated Account (or pay by cheque to the Investor if no Nominated Account is nominated) by the Settlement Date or as soon as practicable thereafter.
- (iv) After the Delivery Parcel is delivered to the Investor under clause 4.2 or the Issuer (or its nominee) the Custodian pays the Investor the Termination Payment in accordance with clause 5.4(a)(iii) as a result of an Early Maturity Event occurring, all obligations of the Issuer and the Custodian to the Investor under these Terms, the terms of the Custody Deed and the Fixed Charge are deemed to be satisfied in full, the Fixed Charge is released and the Issuer is discharged from its obligations under

these Terms. This clause does not discharge the Issuer or the Custodian from its obligations under the Privacy Act or the terms of its privacy policy.

- (b) If an Early Maturity is nominated by the Issuer, for the purposes of determining the Delivery Parcel, the definition of "Delivery Parcel" in the Definition section of the PDS is amended by replacing "Final Value" with "Early Maturity Value".

### 5.5 Early Maturity Value on Early Maturity or Issuer Buy-Back

In determining the "Early Maturity Value" or the Buy-Back Price the Issuer may deduct any costs, losses or expenses that it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity or Issuer Buy-Back, including but without limitation, Delivery Costs, Break Costs, administrative costs, costs of unwinding any hedge put in place for the purposes of meeting its obligations under these Terms, and any cost of funding or any loss of bargain.

### 5.6 Possible reduction of value on Early Maturity

If there is an Early Maturity, the Issuer does not guarantee to deliver to the Custodian a Delivery Parcel based on the Final Value per Unit. For the avoidance of doubt, when there is an Early Maturity (and the Issuer elects to apply the maturity process in accordance with clause 5.4(a)(ii)), the Delivery Parcel will only be determined in accordance with clause 5.5.

### 5.7 Adjustments to this clause

Subject to clause 15, where the Issuer reasonably determines that any of the provisions of this clause 5 are not appropriate in any particular circumstances, or that any event which is not dealt with in clause 5 should have been dealt with, it may make any alterations to the effect of this provision or any other Term that it reasonably considers to be appropriate provided that the alteration is not unfair (as defined in Section 12BG of the ASIC Act).

## 6 Adjustment Events and Market Disruption Events

### 6.1 Adjustment Events

If an Adjustment Event occurs or is proposed to occur on or before the Maturity Date, the Issuer may in its reasonable discretion elect to do any or all of the following:

- (a) substitute or withdraw part or all of the affected Reference Asset with any other asset or index; and/or
- (b) substitute the Delivery Asset with any other security quoted and trading on the ASX, and included in the S&P/ASX 200 Index or withdraw the affected Delivery Asset from the Delivery Parcel; and/or
- (c) adjust, change, delay or amend any variable, formula, amount or calculation as set out or used in these Terms (including the PDS); and/or
- (d) adjust, amend or substitute the definition of any Reference Asset or Delivery Asset and/or vary, adjust, amend, replace any of the terms referred to in the PDS; and/or

- (e) determine to suspend, delay, defer or bring forward any of the necessary calculations or any date on which a calculation, valuation or payment is due to be made referred to in these Terms as appropriate until reliable values can be obtained; either:
  - (A) in a manner consistent with any adjustment or change made to the Issuer's hedging arrangement, and where appropriate, using similar data as referred to in the Hedge; or
  - (B) as the Issuer otherwise determines, provided that in the reasonable opinion of the Issuer the adjustment is appropriate to put both the Issuer and the Investor in as similar an economic position as possible as the Investor and the Issuer would have been in had the Adjustment Event not occurred. If in the reasonable opinion of the Issuer it is not possible to deal with the occurrence of the Adjustment Event in accordance with this clause 6, the Issuer may nominate the event as an Early Maturity Event and may deal with that event in accordance with clause 5.  
The Issuer will notify Investors of any adjustment that it proposes to make under this clause before the adjustment occurs or, if it is not possible to notify before the adjustment, as soon as reasonably practicable after the adjustment occurs and the Issuer will reasonably determine and notify Investors of the effective date of that adjustment.
- (ii) the Issuer must on that 10th Scheduled Trading Day in good faith and acting in a commercially reasonable manner determine the observation to be recorded for the calculation of the Reference Asset closing price that would have prevailed on the original date but for that Market Disruption Event.
- (b) The Issuer must, as soon as practicable (and, in relation to the Maturity Date, in no event later than 5 Business Days after the original date that, but for the occurrence or existence of a Market Disruption Event, would have been the Maturity Date) notify Investors of the existence or occurrence of a Market Disruption Event.
- (c) If there is a Market Disruption Event affecting a Delivery Asset on the Settlement Date, then the Settlement Date for the affected Delivery Asset is to be the first following a Business Day on which there is no Market Disruption Event.
- (d) If an event is both a Market Disruption Event and an Adjustment Event, the Issuer may, acting in good faith and in a commercially reasonable manner, determine whether to treat the event as either a Market Disruption Event or an Adjustment Event or both (if possible).

## 7 Accretions

These Terms do not confer on the Investor any right or interest in respect of Accretions to the Delivery Assets arising prior to delivery of the Delivery Assets. Accretions to the Delivery Assets or the Reference Assets may lead to adjustments as provided for in clause 6 of these Terms.

## 6.2 Market Disruption Events

- (a) If there is a Market Disruption Event affecting a Reference Asset on the Maturity Date, the Buy- Back Date, Period Start Date, Period End Date, Commencement Date, Fifth Coupon Averaging Date, Coupon Determination Date, Loan Reset Date, Interest Payment Date, Coupon Payment Date, Coupon Determination Date, Loan Drawdown Date, Settlement Date or any other date on which a payment, calculation, adjustment or amendment is to be made then the Issuer may reasonably determine in its discretion to either:
  - (A) take any action required to reflect any adjustment, change, substitution, delay, Suspension or other action taken in relation to its hedging arrangements; or
  - (B) to determine that such date is to be the first following Scheduled Trading Day on which there is no Market Disruption Event.

However, if there is a Market Disruption Event affecting the Reference Asset on each of the 10 Scheduled Trading Days immediately following the original date that, but for the Market Disruption Event, would have been the Maturity Date or Observation Date, then:

- (i) that 10th Scheduled Trading Day is to be taken to be the Maturity Date or Observation Date (as applicable), despite the Market Disruption Event; and

## 8 Issuer's obligations

- (a) The Issuer's obligations under these Terms (including in relation to the deferred purchase of the Delivery Assets) are direct obligations of the Issuer.
- (b) The Issuer undertakes to only engage in the business of issuing financial products that are ringfenced.

## 9 Beneficial Interest in Delivery Assets

- (a) Upon acceptance by the Issuer of the Investor's Application for Units, the Investor receives, in respect of their Total Investment Amount, a Beneficial Interest in a Portion of the Delivery Assets on the Commencement Date. The Investor holds the Beneficial Interest in the Portion of the Delivery Assets until the earlier of the Maturity Date or transfer of their Units in accordance with these Terms.
- (b) An Investor may deal with the Beneficial Interest only in accordance with these Terms.
- (c) The Beneficial Interest forms part of the Units held by the Investor and may not be severed from the balance of the rights in connection with those Units or dealt with separately in any way.
- (d) With the exception of clause 6.1(a) of the Loan Agreement, when an Investor deals with its Units in any way, then without the need for any additional writing or action, the same dealing between the same parties shall occur in respect of the corresponding Beneficial Interest. When an Investor deals with a

# 14. Terms of the Deferred Purchase Agreement

## Continued

Beneficial Interest in any way, then without the need for any additional writing or action, the same dealing between the same parties shall occur in respect of the corresponding Units. For example, when an Investor (the "old holder") transfers its Units to another person (the "new holder"):

- (i) all the rights and obligations that attach to those Units, including the Beneficial Interest are transferred from the old holder to the new holder;
  - (ii) the old holder's interest in the Units will be removed from the Register and the new holder will be added to the Register; and
  - (iii) the old holder ceases to have any rights in relation to those Units or the Beneficial Interest.
- (e) With the exception of clause 6.1(a) of the Loan Agreement, if any Investor purports to deal with its Units without an equivalent dealing in the corresponding Beneficial Interest, or if any Investor purports to deal with a Beneficial Interest without an equivalent dealing in the corresponding Units, or if any Investor purports to contract out of this clause in any way, any such dealing will be void and the Units and the Beneficial Interest will remain with the Investor recorded on the Register of holders.
- (f) The Issuer or its nominee will hold the Portion of the Delivery Assets from the Commencement Date until the Maturity Date for the relevant Investor and will be entitled to retain any distributions made in connection with those assets, exercise all voting rights and will not be required to pass on any notice of meeting or other material in connection with those assets to the Investor. On the Maturity Date, the Issuer will sell the Portion of the Delivery Assets and the Sale Monies from this sale will be included in the Final Value.
- (g) The Investor agrees and acknowledges that the agreement to purchase the Delivery Assets as set out in these Terms and the payment of the Total Investment Amount does not transfer the legal or beneficial interest in the Delivery Assets to the Investor other than the Beneficial Interest in a Portion of the Delivery Assets. The parties agree and acknowledge that the legal or beneficial interest in the balance of the Delivery Assets will transfer to the Investor only on the Settlement Date. If the Issuer fails to deliver the balance of the Delivery Parcel to the Investor in accordance with these Terms, the Investor agrees that it will not be entitled to an injunction, specific performance or any other equitable rights or remedies and will be entitled only to damages.

### 10 Security Trust Deed

Investors agree and acknowledge that pursuant to the Security Trust Deed and the Deed of Charge for the relevant Series, the Security Trustee holds the Secured Property in relation to each of the Series (in this case Series 11, 12 & 13) on trust for and on behalf of Investors in the relevant Series on the terms of the Security Trust Deed and the relevant Deed of Charge.

### 11 Issuer Charge

- (a) Investors agree and acknowledge that pursuant to the Issuer Charge, the Issuer ("Chargor") as legal and beneficial owner charges the Secured Property to the Security Trustee by way of first ranking fixed charge as security for the due and punctual payment and satisfaction of the Secured Obligations.
- (b) Each Investor:
  - (i) acknowledges that they are entitled to the benefit of the Security Trust Deed and the Issuer Charge even though they are not a party to it, or were not Investors at the time of execution and delivery of the Security Trust Deed and the Issuer Charge;
  - (ii) is taken to have notice of the Security Trust Deed and the Issuer Charge;
  - (iii) is bound by the terms of the Security Trust Deed and the Issuer Charge;
  - (iv) must perform all of the obligations and comply with all restrictions and limitations applicable to it under the Security Trust Deed and the Issuer Charge;
  - (v) acknowledges that the liability of the Security Trustee is limited under the Security Trust Deed to the amount the Security Trustee can obtain as a final reimbursement from the relevant Separate Trust, being the Secured Property.
- (c) Investors agree and acknowledge that the Security Trustee's recourse in respect of the Secured Obligations and under the Issuer Charge is limited to the amount the Security Trustee can obtain by enforcing the Security Trustee's rights in respect of the Secured Property under the Issuer Charge.
- (d) Investors acknowledge and agree that the Security Trustee is not responsible or liable for the value of or any change in the value of the Units or the Secured Property or for the sale price of the Secured Property provided that the Security Trustee acts in accordance with the Issuer Charge and the Security Trust Deed.
- (e) Investors agree and acknowledge that their recourse against the Issuer is limited to the Security Property and otherwise they can take no action against the Issuer.
- (f) Investors acknowledge that they will receive payment only after the fees, costs, charges, expenses or other sums incurred or payable by or to the Security Trustee in connection with the exercise or enforcement of rights relating to the DPA have been paid. This includes any fees payable to the Security Trustee by the Issuer.

### 12 Taxes

- (a) The Issuer is not liable for any Taxes or other charges (i) payable by the Investor in relation to or in connection with these Terms; or (ii) payable by the Issuer or any other person on, as a consequence of, or in connection with, the purchase, sale or transfer of a Delivery Asset or rights, or any other supply under or in connection with these Terms.

- (b) The Investor must:
- (i) pay all Taxes (including goods and services tax) and other charges for which the Investor becomes liable in relation to or in connection with these Terms; or
  - (ii) pay an additional amount to the Issuer on demand equal to any applicable Taxes (including goods and services tax) and other charges for which the Issuer or any other person becomes liable on, as a consequence of, or in connection with, the purchase, sale or transfer of a Delivery Asset or rights, or any other supply under or in connection with these Terms.

### 13 Investor's representations and warranties

#### 13.1 General

By signing the Application Form and lodging it with the Issuer, the Investor represents and warrants to the Issuer (as a continuing representation and warranty) that:

- (a) the Investor has full legal capacity to make the Application and be bound by these Terms and has taken all actions that are necessary to authorise the Application and be bound by these Terms;
- (b) the Investor has reviewed these Terms and has made its own independent investigations and appraisals of the taxation, legal, commercial and credit aspects associated with the purchase of the Delivery Assets;
- (c) the Investor has not relied in any way on any statements made by the Issuer or its related entities or their servants, agents, employees or representatives in relation to these Terms or the deferred purchase of the Delivery Assets and the Investor acknowledges that the Issuer has not made any representations to the Investor regarding the suitability or appropriateness of the deferred purchase of Delivery Assets pursuant to these Terms;
- (d) the Investor understands that nothing in these Terms or any marketing material associated with these Terms can be considered investment advice or a recommendation to acquire the Delivery Assets;
- (e) the Investor has obtained all consents which may be required by law to enable the Investor, as the case may be, to acquire the Delivery Assets and to become registered as the holder of the Delivery Assets and the registration of the Investor as the holder of the Delivery Assets will not contravene any law, regulation or ruling or the constitution of the issuer of the Delivery Assets;
- (f) the Units being applied for will not breach or result in a breach of any exchange controls, fiscal, securities or other laws or regulations for the time being applicable to the Investor and the Investor is not a resident or national of any jurisdiction where the Application for or the Maturity of the Units is prohibited by any law or regulation or where compliance with the relevant laws or regulations would require filing or other action by the Issuer or any of its related bodies corporate; and

- (g) the Investor acknowledges that the section in the PDS entitled "Taxation" is provided only for the benefit of the Issuer and is necessarily general in nature and does not take into account the specific taxation circumstances of each Investor.

The Investor acknowledges that the Issuer recommends that it seek its own independent advice on the taxation implications relevant to their own circumstances before making an investment decision. The Investor acknowledges that the Issuer gives no taxation advice and no taxation advice is contained in the PDS and that it relies on their own judgment in this respect; and

- (h) the Investor has the power to enter into and perform its obligations under the Terms, and that its obligations under the Terms constitute valid and binding obligations of the Investor.

For the avoidance of doubt, "Terms" in this clause 13.1 refers to this Section 14 and Section 13 "Loan Agreement".

#### 13.2 Superannuation Funds and Trusts

By signing the Application Form and lodging it with the Issuer an Investor which is the trustee of a trust or fund ("Fund") (including, without limitation, one which is a regulated superannuation fund (as that term is defined in the Superannuation Industry (Supervision) Act 1993 (SIS Act)) ("Governing Rules") also represents and warrants to the Issuer (as a continuing representation and warranty) that:

- (a) the Fund has been validly constituted (and where necessary, the relevant documents have been duly stamped according to the laws of the relevant state or territory) and the Fund is continuing as at the date of this agreement;
- (b) where the trustee is a body corporate, the trustee has been validly constituted;
- (c) the trustee has been, and still is, properly appointed as trustee of the Fund and the trustee is not in breach of the trust;
- (d) the terms of the Governing Rules or the constitution for other trusts empower and authorise the trustee (i) to invest in the Units; and (ii) to borrow (and in relation to a superannuation fund, to borrow as permitted by the SIS Act) and (iii) to enter into and be bound by the Deferred Purchase Agreement;
- (e) the terms of the Governing Rules or constitution do not restrict the right of the Trustee to be fully indemnified out of the assets of the Fund to satisfy a liability to any party which is properly incurred by the trustee as trustee of the Fund under the Units;
- (f) investing in Units will be for the benefit and in the best interests of the Fund and its beneficiaries; and
- (g) if investing as joint trustees, each applicant declares that the applicants are all trustees of one Fund and there are no other trustees of the Fund and that each joint trustee has the authority to act as agent for all of the joint trustees to give instructions or to receive notices on behalf of all of the joint trustees.

# 14. Terms of the Deferred Purchase Agreement

## Continued

### 14 Investor acknowledgements

#### 14.1 Setoff Rights

- (a) All monetary obligations imposed on the Investor under these Terms are absolute, free of any right to counterclaim or set off and may be satisfied only after the payment has cleared.
- (b) The Issuer may at any time (including without limitation during the Investment Term or at Maturity) set off any amount payable to it (whether in its capacity as Issuer or Lender) by the Investor against any amount payable by the Issuer (whether in its capacity as Issuer or lender) to the Investor whether payable under these Terms, the Loan Agreement or otherwise. The Issuer may withhold any amount payable by it to the Investor in satisfaction of any amount payable to it (whether in its capacity as Lender or Issuer) by the Investor.

#### 14.2 Notices

- (a) The Investor agrees that any notice or statement to be given or demand to be made on the Investor under these Terms or required by the Corporations Act:
  - (i) will be effectively signed on behalf of the Issuer if it is executed by the Issuer, any of its officers, its solicitor or its attorney;
  - (ii) may be served by being delivered personally to, by being left at, by being e-mailed to, or by being enclosed in a prepaid envelope or wrapper to the Investor's address (or email address) notified to the Issuer or the Investor's registered office, place of business, or residence last known to the Issuer, or by being sent to the Investor by facsimile transmission;
  - (iii) may be posted on the Issuer's website or an announcement made in an Australian newspaper with national coverage, if providing notice in such a manner is allowed by the Corporations Act or any ASIC policy.
- (b) A demand or notice if:
  - (i) posted will be deemed served two Business Days after posting;
  - (ii) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission;
  - (iii) posted on a website or published in a newspaper will be given the date of posting or publishing.
- (c) Service by any of these methods will be valid and effectual even if the Investor does not receive the document or if the document is returned to the Issuer unclaimed.

### 15 Amendment of Terms

The Issuer or the Custodian may from time to time by notice sent to the Investor make any modification, variation, alteration or deletion of, or addition to these Terms ("Change") where:

- (a) the Change is one reasonably determined by the Issuer as being required under either of clause 5 or clause 6 of these Terms provided that the Change is not unfair (as defined in Section 12BG of the ASIC Act);
- (b) the Change is necessary or desirable in the reasonable opinion of the Issuer to comply with any statutory or other requirement of law; or
- (c) the Change is necessary or desirable in the reasonable opinion of the Issuer to correct an inconsistency or error in these Terms provided that such Change is not unfair (as defined in Section 12BG of the ASIC Act). The Issuer will give the Investor notice of any Change to these Terms and the Investor will be bound by any such Change at the time the Investor is given such notice.

### 16 General provisions

#### 16.1 Currency

All amounts payable by either party under these Terms will be paid in the denomination specified in the Product Summary. All calculations will be performed in the currency specified as the "Denomination" in the Product Summary.

#### 16.2 No merger

The Issuer's rights under these Terms are additional to and do not merge with or affect and are not affected by any Fixed Charge, mortgage, charge or other encumbrance held by the Issuer or any other obligation of the Investor to the Issuer or Custodian, despite any rule of law or equity or any other statutory provision to the contrary.

#### 16.3 Rounding off

All calculations made by the Issuer for the purposes of these Terms will be made to not fewer than two decimal places. Other than as provided in these Terms, rounding off of numbers will not occur until the final calculation of a relevant amount or number at which time the Investor's entitlements will be aggregated and that aggregate will be rounded off so that all money amounts are rounded down to the nearest whole cent and all numbers of Delivery Assets are rounded down to the nearest whole number.

#### 16.4 Certificates

Any document or thing required to be certified by the Investor or the Issuer must be certified by the Investor (if an individual) or a director, secretary or authorised officer of the Investor (if a company) or the Issuer, as the case requires, or in any other manner that the Issuer may approve.

#### 16.5 Execution by attorneys

Each attorney executing an Application Form which binds the Investor to these Terms states that he, she or it has no notice of revocation or Suspension of the power of attorney under which the attorney executes that form.

## 16.6 Appointment of Agent

The Investor irrevocably appoints the Issuer, its related bodies corporate, and its nominees and any of their directors, secretaries and officers whose title includes the word "director" from time to time jointly and severally as agent of the Investor to do (either in the name of the Investor or the agent) all acts and things:

- (a) necessary or expedient to give effect to or to bind the Investor to the Terms, including but without limitation, filling in any blanks in the Terms, dating and executing the Terms on the Investor's behalf completing or amending any Application Forms (if the Issuer, in its absolute discretion, has accepted the Application Form);
- (b) necessary or expedient to give effect to, execute, register or enforce the Fixed Charge or Custody Deed;
- (c) anything which the Investor is obliged to do under these Terms or in relation to these Terms, or any other agreement or arrangement between you and the Issuer relating to the Units (including arranging physical delivery of the Delivery Assets and acting in accordance with the Agency Sale Option);
- (d) anything which, in the reasonable opinion of the Issuer, are necessary in connection with:
  - (i) payment of any moneys to the Investor;
  - (ii) the Maturity process, including but without limitation, if an Early Maturity Event occurs;
  - (iii) any Issuer Buy-Back; or
  - (iv) the Delivery Assets, including but without limitation the delivery or sale of the Delivery Assets;
  - (v) the repayment of the Loan Amount;
  - (vi) the Fixed Charge, including without limitation the enforcement of the Fixed Charge.
- (e) anything incidental or necessary in relation to the above (including, but not limited to, appointing any person as sub-agent to do any of the above).

For the avoidance of doubt, "Terms" in this clause 16.6 refers to this Section 14 and Section 13 "Loan Agreement".

## 16.7 Invalid or unenforceable provisions

If a provision of these Terms is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

## 16.8 Waiver and exercise of rights

A single or partial exercise of a right by the Issuer does not preclude another exercise or attempted exercise of that right or the exercise of another right by the Issuer. Failure by the Issuer to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

## 16.9 Assignment and transfer of interests

- (a) The Issuer may transfer its rights and obligations, under these Terms at any time by giving notice to the holder of the Units provided that the transfer is not to the detriment of the Investor and is otherwise not unfair within the meaning of Section 12BG of the ASIC Act.
- (b) The rights and obligations under these Terms may be transferred or novated by an Investor in whole only, not in part, with the prior consent of the Issuer.
- (c) When an Investor deals with a Unit in a manner that does not involve the transfer of beneficial or legal ownership of the Unit, the Issuer has no duty to record the dealing on the Register. Each Beneficial Interest corresponding to the Units will pass to a new Investor upon registration of the transfer of those units in the Register.

## 16.10 Recording conversations

The Investor acknowledges that conversations between the Investor and the Issuer (or any officer of the Issuer or an adviser) may be tape-recorded. The Investor consents to the tape recording and its use (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms.

## 16.11 Calculations and references to dates and times

Calculations or determinations which are to be made on or by reference to a particular day, are to be made on or by reference to that day in the place and time zone of the Relevant Exchange to which that calculation or determination relates.

## 16.12 Payments by the Issuer

All amounts payable by the Issuer under these Terms will be paid to the Investor's Nominated Account. If the Investor has not nominated a Nominated Account, payment will be made by the Issuer drawing a cheque made payable to the Investor which will be sent to the address recorded in the Register for that Investor, and in doing so the Issuer is discharged from its obligations under these Terms.

## 16.13 Governing law and jurisdiction

These Terms are governed by the laws of New South Wales. The Investor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives, but without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

## 16.14 Terms of Deferred Purchase Agreement prevail

If there is an inconsistency between the terms and conditions of the Deferred Purchase Agreement and statements made in the PDS, the terms and conditions of the Deferred Purchase Agreement prevail.

## 16.15 Time is of the essence

Time is of the essence in respect of the obligations of the Investor under these Terms.

# 14. Terms of the Deferred Purchase Agreement

## Continued

### 16.16 Discretions and determinations

Any discretions of the Issuer or determinations made by the Issuer will be made, acting in good faith and in a commercially reasonable manner and will be conclusive and binding on all parties, except in the case of manifest error.

### 16.17 Interpretation

- (a) In these Terms, unless the context requires another meaning, a reference:
- (i) to the singular includes the plural and vice versa;
  - (ii) to a document (including these Terms) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
  - (iii) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
  - (iv) to a law is a reference to that law as amended, consolidated, supplemented or replaced and it includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law, or any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange;
- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) Headings are for convenience only and do not affect interpretation.
- (d) If a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.
- (e) If a period occurs from, after or before a day or the day of an act or event, it excludes that day.
- (f) These Terms may not be construed adversely to a party only because that party was responsible for preparing them.
- (g) Any term not defined in these Terms and which is defined in the PDS has the same meaning as in the PDS unless the context otherwise requires.
- (h) All references to time are to time in Sydney, Australia (unless otherwise stated).

### 16.18 Early repayment of the Loan Amount

If the Investor repays the Loan Amount and requests that the Units are transferred to the Investor then:

- (a) the Issuer and the Custodian will do all things necessary to ensure the Investor is recorded as the legal owner of the Units on the Register;
- (b) references to the Custodian or the Custodian acting on behalf of the Investor in clauses 3.1, 4.2(b), 4.6, 4.4(a), 5.6 are deemed to be references to the Investor;
- (c) clause 4.2(b), 4.4A will not apply;
- (d) references to Custodian in clauses 4.5, 5.3, 5.4(a)(iv) and 15 are omitted;
- (e) references to Custodian in clauses 4.5 and 5.4(a)(iv) are deemed to be references to the Issuer;
- (f) references to the terms of the Custody Deed in clauses 4.4B(a), 4.5, and 5.4(a)(iv) are omitted.

# 15. Formulae & Calculations

<b>Series 11</b>	
<b>Coupon Amount Years 1 &amp; 2 (t = 1,2)</b>	Coupon <sub>(t)</sub> = Issue Price* 4.0%
<b>Coupon Year 3 (t = 3)</b>	Coupon <sub>(3)</sub> = Issue Price* Max (Reference Index Return – 8.0%, 0)
<b>Reference Index Return</b>	<p>Reference Index Return = (Reference Index Maturity Average – Reference Index Issuance Average)/(Reference Index Issuance Average)</p> <p>Where:</p> <p>"Reference Index Maturity Average" is the arithmetic average of the Reference Index Value on each of the three Maturity Averaging Dates</p> <p>"Reference Index Issuance Average" is the arithmetic average of the Reference Index Value on each of the three Issuance Averaging Dates</p>
<b>Reference Index Value</b>	<p>On each Calculation Date, the value of the Reference Strategy (the "Reference Index Value") will be determined in accordance with the following formula:</p> $\text{Reference Index Value}_t = \text{Reference Index Value}_{t-1} \times \left( 1 + PR_{t-1} \times \left[ \frac{P_t}{P_{t-1}} - 1 \right] \right)$ <p>Where:</p> <p>"Reference Index Value<sub>t-1</sub>" means the Reference Index Value calculated for the immediately preceding Calculation Date, save that in the case where the previous Calculation Date corresponds to the Commencement Date the Reference Index Value shall equal 100;</p> <p>"P<sub>t</sub>" means the price of the Underlying Index published for that Calculation Date;</p> <p>"P<sub>t-1</sub>" means the price of the Underlying Index published for the immediately preceding Calculation Date; and</p> <p>"PR<sub>t-1</sub>" means the Participation Rate calculated for the immediately preceding Calculation Date.</p>
<b>Participation Rate</b>	<p>On the Calculation Date the Participation Rate ("PR<sub>t</sub>") shall be calculated as follows:</p> $PR_t = \min \left[ 1.50, \frac{0.15}{RV_t} \right]$ <p>Where "RV<sub>t</sub>" means the realised volatility for the Calculation Date calculated as set out below.</p>

# 15. Formulae & Calculations Continued

## Realised Volatility

Realised Volatility is a measure of volatility and risk. It is determined by calculating the annualised standard deviation of daily changes in the Underlying Index for a particular period. The Realised Volatility with respect to each Calculation Date, means the realized volatility over the previous 100 Calculation Dates calculated as follows:

$$RV_t = \sqrt{\frac{365}{99} \times \sum_{j=t-100}^{t-1} [LR_j - \overline{LR}_{t-1}]^2}$$

Where:

$$\overline{LR}_t \text{ " means } \frac{1}{100} \sum_{j=t-99}^t LR_j$$

$$\text{"LR}_j \text{" means } \ln\left(\frac{P_j}{P_{j-1}}\right)$$

"P<sub>j</sub>" means the price of the Underlying Index published for that Calculation Date; and

"P<sub>j-1</sub>" means the price of the Underlying Index published for the immediately preceding Calculation Date.

Applying the formula above, if the Underlying Index (S&P/ASX 200 Price Return Index) increased 0.80% on the first Calculation Date and then decreased by 0.80% on the next Calculation Date and repeated this for 100 Calculation Dates, the Realised Volatility would be 15.3% and the Participation Rate would be 98%.

## Series 12

For the formulae for the Coupons, please refer to Section 2 "Product Summary – Mast Series 12 & 13" of this PDS.

The Reference Index Value is published daily on the Bloomberg website at <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND>.

The Reference Index Value, Participation Rate and Realised Volatility are calculated in accordance with the Reference Index methodology and rules pertaining to the Underlying Index. A copy of the Reference Index methodology and rules pertaining to the Underlying Index will be available free of charge from the Issue Opening Date until the Maturity Date upon request from the Issuer. Investors should note that this description of the Reference Index, Underlying Index, Participation Rate and Realised Volatility in this PDS is subject to the detailed provisions of the Reference Index methodology and Underlying Index rules. In order to obtain the Reference Index methodology and Underlying Index rules, an investor will need to give certain non-disclosure representations to the Reference Index Calculation Agent and Underlying Index Sponsor.

**Series 13**

<b>Coupon Years 1 &amp; 2 (t = 1,2)</b>	$Coupon_{(t)} = \text{Issue Price} * 4.0\%$
<b>Coupon Year 3 (t = 3)</b>	$Coupon_{(3)} = \text{Issue Price} * \text{Max} (\text{Reference Index Return} - 8.0\%, 0)$
<b>Reference Index Return</b>	$\text{Reference Index Return} = (\text{Reference Index Maturity Average} - \text{Reference Index Issuance Average}) / (\text{Reference Index Issuance Average})$ Where: "Reference Index Maturity Average" is the arithmetic average of the Reference Index Value on each of the three Maturity Averaging Dates "Reference Index Issuance Average" is the arithmetic average of the Reference Index Value on each of the three Issuance Averaging Dates

The Reference Index Value is published daily on the Bloomberg website at <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND>.

The Reference Index Value, Participation Rate and Realised Volatility are calculated in accordance with the Reference Index methodology and rules pertaining to the Underlying Index. A copy of the Reference Index methodology and rules pertaining to the Underlying Index will be available free of charge from the Issue Opening Date until the Maturity Date upon request from the Issuer. Investors should note that this description of the Reference Index, Underlying Index, Participation Rate and Realised Volatility in this PDS is subject to the detailed provisions of the Reference Index methodology and Underlying Index rules. In order to obtain the Reference Index methodology and Underlying Index rules, an investor will need to give certain non-disclosure representations to the Reference Index Calculation Agent and Underlying Index Sponsor.

# 16. Definitions

Capitalised words have the following meaning given to them, unless the context requires otherwise. All references to clauses are to clauses in the Terms.

**"Absolute Return Commodities Index"** means the Barclays Capital ComBATS VOLT 5.0% Excess Return Index. An index with exposure to a basket of commodities that does not rely on markets rising or falling to generate a return but has the potential to perform in all market conditions;

**"Accretions"** means all rights, accretions and entitlements attaching to any Reference Index, Underlying Index, Reference Assets or Delivery Assets after the Commencement Date including but without limitation, all voting rights, all dividends and all rights to receive dividends and other distributions or shares, notes, options, units or other financial products exercisable, declared, paid or issued in respect of the Delivery Asset;

**"Adjustment Event"** means any of the following in respect of the Units, and where relevant, in respect of one or more of the Reference Index, Underlying Index, Reference Assets or Assets ("Assets"):

- (a) where the Asset is a security or interest in a managed investment scheme:
  - (i) any event which results in the Asset being consolidated, reconstructed, sub-divided or replaced with some other form of security or property;
  - (ii) the issuer of the Asset reduces its share capital through either a cash return of share capital, capital distribution or otherwise (whether or not resulting in the cancellation of securities in the Underlying Index or Reference Index);
  - (iii) the issuer of the Asset declares a rights issue or restructures its share capital in any manner;
  - (iv) a scheme of arrangement, quasi-scheme of arrangement or merger in the nature of a scheme of arrangement occurs in relation to the issuer of the Asset;
  - (v) the issuer of the Asset makes a buy-back offer in relation to all or any of the Assets;
  - (vi) the issuer of the Asset issues bonus shares, units or other property to holders of the Asset;
  - (vii) a takeover bid is made or announced for all or any of the Assets;
  - (viii) any part of the Asset is or becomes subject to compulsory acquisition under the Corporations Act or otherwise;
  - (ix) the issuer of the Asset declares or makes a non-cash Dividend or Special Dividend;
  - (x) any event occurs which constitutes a Disposal Event; or
- (xi) the issuer of the Asset is insolvent by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the issuer of the Asset.
- (b) where the Asset is an index:
  - (i) the Asset is suspended or ceases to be published for a period of 24 hours or more;
  - (ii) the Asset is not calculated and announced by the index sponsor, but is calculated and announced by a successor to the index sponsor;
  - (iii) the Asset is replaced by a successor index using the same or a substantially similar formula for and method of calculation; or
  - (iv) there is a Suspension or material limitation on trading of securities generally on a Relevant Exchange or Related Exchange for a period of 24 hours or more;
  - (v) the index sponsor or any successor makes a material change in the formula for or the method of calculating the Asset or the basket constituents of the index or in any way materially modifies that Asset.
- (c) where the Asset is a futures contract:
  - (i) the temporary or permanent discontinuance or unavailability of the Price Source;
  - (ii) the failure to obtain at least three quotations as requested from relevant dealers, if pricing is determined by reference to dealer quotes;
  - (iii) the permanent discontinuation of trading in the relevant futures contract on the relevant exchange;
  - (iv) the disappearance of, or of trading in, the relevant asset underlying the futures contract;
  - (v) the disappearance or permanent discontinuation or unavailability of a price for the relevant futures contract notwithstanding the availability of the Price Source;
  - (vi) the occurrence of a material change (as determined by the Issuer in its discretion) in the formula for or the method of calculating the relevant futures contract price; and
  - (vii) the occurrence of a material change (as determined by the Issuer in its discretion) in the content, composition or constitution of the relevant futures contract, or the asset underlying the futures contract.
- (d) any Force Majeure Event occurs, or any other event occurs which the Issuer determines in good faith results in the performance of its obligations having become or becoming, in circumstances beyond its reasonable control, impossible, unlawful, illegal or otherwise prohibited;
- (e) a Change of Law occurs;

- (f) the Issuer is unable, on any date on or after the date of this PDS up to and including the Settlement Date (which includes the Maturity Date) or any other relevant date, after using commercially reasonable efforts, to (i) acquire, establish, reestablish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Units, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s);
  - (g) the Issuer would, on any date on or after the date of this PDS up to and including the Settlement Date (which includes the Maturity Date) or any other relevant date, incur a materially increased (as compared with circumstances existing on the Commencement Date) amount of tax, duty, expense or fee (other than brokerage commissions) to:
    - (i) acquire, establish, reestablish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Units, or;
    - (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer will not be deemed an Adjustment Event;
  - (h) the Issuer's hedging arrangements are terminated, adjusted, amended, varied, changed, suspended, delayed, postponed or closed out for any reason as determined by the Reference Index Calculation Agent for those hedging arrangements or any Asset relevant to the hedging arrangement is terminated suspended, adjusted, amended, varied, changed, delayed, postponed or closed out in any way;
  - (i) a security granted by the Asset, its manager or certain service providers becomes enforceable or any of their trading or dealing arrangements become terminable because of default by them;
  - (j) the net asset value of the Asset is not calculated or published as required, or the timing of the calculation or publication changes, or the methodology used changes;
  - (k) information about the Asset is not published or provided as required;
  - (l) trading in the Asset is suspended or restricted;
  - (m) the Asset, its manager or certain service providers become insolvent by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the issuer of the Asset;
  - (n) there is an event in respect of the Asset or its manager by which:
    - (i) the entity will be merged with another entity (unless it will continue as an entity without reclassification or change of its shares/units); or
    - (ii) there is a change in control of the entity;
  - (o) a securities lending agreement (if any) is terminated, adjusted or changed;
  - (p) any actual or proposed event that may in the Issuer's reasonable opinion be expected to lead to any of the events referred to in paragraphs (a) to (n) or any event analogous to an event referred to in paragraphs (a) to (n) above occurring.
- "Acceptor"** means Instreet Investment Limited;
- "Advisor Fee"** has the meaning given in the relevant Product Summary;
- "Advisor Loan Trail Fee"** has the meaning given in the relevant Product Summary;
- "Affected Party"** as defined in the Hedge, means the party affected by the Termination Event (as specified in the Hedge);
- "Agency Sale Option"** means the agreement between the Investor and the Issuer entered into on receipt by the Issuer of a Notice of Maturity specifying the Investor's election to use the Agency Sale Option, under which the Issuer will sell or procure the sale of, the Delivery Parcel for and on behalf of, at the direction of and as agent for the Investor on or as soon as practicable after the Settlement Date in accordance with clause 4.4 of the Terms of the Deferred Purchase Agreement in this PDS;
- "Annual Walk Away Option"** means the annual choice given to Investors in the Units to continue or discontinue the Loan and therefore, their investment in the Units;
- "Application"** means an offer by the Investor to the Issuer to acquire the Delivery Parcel on a deferred basis on the terms and conditions set out in the Terms;
- "Application Form"** means the Application Form attached at the back of the PDS;
- "Arranger"** means the person or Entity listed as such in this PDS;
- "Arranger Fee"** has the meaning given in the Product Summary;
- "ASIC Act"** means the Australian Securities and Investments Commission Act 2001 (Cth), as amended from time to time;
- "Asset"** means the Reference Index, Underlying Index, Reference Asset, Delivery Asset, or any component or constituent thereof, or a factor relevant to the calculation of, any payment or any component of the Units as specified in the relevant Product Summary as such;
- "ASX"** means Australian Securities Exchange as operated by ASX Limited (ABN 98 008 624 691);

## 16. Definitions Continued

**"ASX Settlement Operating Rules"** means the settlement rules of the ASX Settlement Pty Limited as amended or substituted from time to time;

**"ATO"** means the Australian Taxation Office;

**"AUSTRAC"** means the Australian Transaction Reports and Analysis Centre which regulates the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;

**"Beneficial Interest"** means the beneficial interest in the Portion of the Delivery Assets in accordance with clause 9 of the Terms;

**"Break Costs"** means all costs, expenses and losses reasonably incurred by the Issuer acting in a commercially reasonable manner (including any upfront selling fees paid to an adviser that may be applicable) and notified by the Issuer as payable by the Investor as a result of:

- (a) the determination of an Early Maturity Date or Buy-Back Date or other early termination of the Deferred Purchase Agreement;
- (b) the termination or reversal of any arrangements, service contracts or hedge position entered into by the Issuer in connection with Units which is terminated early; or
- (c) any loss of profits that the Issuer may suffer by reason of the early termination of the Deferred Purchase Agreement;

**"Business Day"** has the meaning given in this PDS or if none is specified means:

- (a) a day on which banks are open for business in Sydney and Melbourne; or
- (b) in relation to any calculations involving a Relevant Exchange or an Asset a day on which banks are open for business in the primary jurisdiction in which that Relevant Exchange is located or in which the Asset is traded, but does not include a Saturday, Sunday or public holiday;

**"Buy-Back Date"** has the meaning given in the Timetable;

**"Buy-Back Price"** has the meaning given in Section 10 "Sale of Units before Maturity - Issuer Buy-Back" of this PDS;

**"Calculation Date"** means a Trading Day on which the Reference Index Calculation Agent calculates the Reference Index Value;

**"Cap"** in relation to Series 6, means the 5% cap on the value of the first, second, third and fourth Coupon payments. The Coupon per Unit is capped at 5% of the Issue Price;

**"Change"** has the meaning attributed to it in clause 15 of the Terms;

**"Change of Law"** means that due to the adoption of, or any change in any applicable law or regulation (including any tax legislation) or due to the promulgation of or any change in the interpretation (by any court, tribunal or

regulatory authority with competent jurisdiction) of any applicable law or regulation (including any action taken by a taxing authority) the Issuer determines in good faith that it has become illegal for any party to hold, acquire or dispose of the relevant assets or the Issuer or any other party will incur a materially increased cost in performing its obligations under the Units (including due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

**"Chargor"** has the meaning set out in clause 11 of the Section 14 "Terms of the Deferred Purchase Agreement";

**"Charged Property"** in relation to the Fixed Charge means all of the Custodian's and Investor's future rights, title and interests in, under or derived from the Units, including any Coupons, Delivery Assets or Sale Monies in relation to the Units, but excluding the Beneficial Interest in the Portion of the Delivery Asset.

**"Close Out Amount"** means the single termination amount, calculated as due from one party to the other if an Hedge Contract is terminated;

**"Commencement Date"** means the date specified in the Investor's Confirmation Notice as the "Commencement Date" for Units held;

**"Confirmation Notice"** means a notice provided by the Issuer to an Investor in accordance with clause 1.3(c) of the Terms;

**"Corporations Act"** means the Corporations Act 2001 (Cth) as amended from time to time;

**"Coupon"** means the distribution per Unit made to investors determined by reference to the value of the Underlying Index on the annual Coupon Determination Dates. Please refer to the relevant Product Summary for the respective Coupon formulas;

**"Coupon Determination Date"** has the meaning given in the Timetable;

**"Coupon Payment Date"** has the meaning provided in the Timetable;

**"Custodian"** means Instreet Investment Limited;

**"Custody Deed Poll"** means the Custody Deed Poll in relation to the Fixed Charge, as described in Section 12 "Additional Information".

**"Default under Specified Transaction"** includes where a relevant party under the Hedge Contract defaults under a Specified Transaction and this results in an acceleration or early termination of that Specified Transaction (or other transactions under the same documentation), defaults on the last payment date, or any payment on early termination of, a Specified Transaction or repudiates or otherwise challenges the validity of a Specified Transaction. Where **"Specified Transaction"** means any swap, forward, future, option or other derivative transaction entered into between the parties to the Hedge Contract, any similar transaction or combination of these transactions and any other transactions specified as such by the parties;

**"Deferred Purchase Agreement" or "DPA"** means the agreement under which the Investor agrees to purchase the Delivery Parcel from the Issuer on a deferred basis on the terms and conditions set out in the Terms and the PDS including the Product Summary;

**"Delivery Asset"** means the Delivery Asset(s) specified in the PDS or determined by the Issuer in accordance with the Terms;

**"Delivery Asset Price"** means, as calculated by the Issuer in its reasonable discretion, the price specified in Section 3 "General Product Summary" of this PDS or if none is specified, the price per Delivery Asset at which the Issuer (or its nominee) acquires or purchases, in connection with the Units, the Delivery Asset on the Exchange Business Day immediately following the Maturity Date (or in the case of an Early Maturity, the Early Maturity Date), unless it is not possible or practical to determine the price of the Delivery Asset at that time or as specified in Section 3 "General Product Summary", in which case the Issuer may, in its reasonable discretion acting in a commercially reasonable manner, nominate another time or period of time to determine the average weighted price at which the Issuer (or its nominee) acquires or purchases, in connection with the Units, the Delivery Asset;

**"Delivery Costs"** means any incidental costs or expenses reasonably incurred by the Issuer acting in a commercially reasonable manner in relation to the transfer of any Delivery Assets to or for the benefit of the Investor following Maturity or Early Maturity. For the avoidance of doubt, this includes, but without limitation, any amounts paid or incurred by the Issuer or its nominees on account of GST to the extent that input tax credits are not available or on account of any other Taxes incurred as a result of transferring the Delivery Assets on Maturity or Early Maturity;

**"Delivery Parcel"** has the meaning given in Section 3 "General Product Summary" or, if none is given, means the number of Delivery Assets to be delivered by the Issuer to the Investor on the Settlement Date as determined by the following formula:

$$\frac{(\text{Final Value} \times \text{number of Units held by an Investor}) - \text{any applicable Delivery Costs}}{\text{Delivery Asset Price}}$$

**"Disposal Event"** means an event which gives rise to an obligation on the Issuer under law to dispose of all or part of the Delivery Assets, Reference Assets, Reference Index or Underlying Index;

**"Dividend"** means an ordinary dividend or distribution;

**"Early Maturity"** means accelerated maturity by the Issuer in accordance with clause 5 of the Terms;

**"Early Maturity Date"** means the date notified to the Investor as such in the Early Notice of Maturity;

**"Early Maturity Event"** has the meaning given in clause 5.1 of the Terms;

**"Early Notice of Maturity"** means the notice provided by the Issuer to the Investor notifying the Investor of the occurrence of an Early Maturity Event (if relevant) and that Early Maturity will take place on the specified Early Maturity Date;

**"Early Maturity Value"** means the fair economic value of the Unit at or around 5:00 pm (Sydney time) on the Early Maturity Date as determined by the Issuer acting in good faith and in a commercially reasonable manner, unless it is not possible or practical to determine the fair economic value of the Unit at that time, in which case the Issuer may nominate another time to determine the Early Maturity Value;

**"Event of Default"** occurs under the Issuer Charge if:

- (a) the Chargor fails to make a payment or delivery under a Transaction Document on its due date (or within 3 Business Days of its due date where the Chargor demonstrates to the Chargee's reasonable satisfaction that the failure occurred outside the control of the Chargor because of a failure in the banking or other system used for the transfer of funds);
- (b) the Chargor fails to perform or observe any other obligation under a Transaction Document (other than failure described in paragraph(a)) and the Security Trustee (acting on the Instructions of the Majority Investors or all Investors) considers:
  - (i) that the failure is materially adverse to the interests of the Investors; and
  - (ii) that the failure cannot be remedied; or
  - (iii) that the failure can be remedied and the failure is not remedied within 5 Business Days after the Security Trustee provides written notice to the Chargor to remedy the failure.
- (c) an Event of Default (as defined in the Hedge) occurs;
- (d) a Termination Event (as defined in the Hedge) with respect to which the Chargor is the Affected Party (as defined in the Hedge) occurs; or
- (e) Nationalisation or Insolvency (as each of those terms is defined in the confirmations under the Hedge) occurs; or
- (f) another event of default (however described) occurs under a Transaction Document and:
  - (i) the Security Trustee considers that the failure or default cannot be remedied; or
  - (ii) the Security Trustee considers that the failure or default can be remedied but it is not remedied to the Security Trustee's satisfaction within 3 Business Days (or any longer period the Security Trustee approves) from the earlier of:
    - A. the date the Chargor became aware of the default or ought reasonably to have become aware of the default; and

## 16. Definitions Continued

- B. receipt by the Chargor of a notice from the Security Trustee requiring it to remedy the default.
- (g) a representation or warranty made or deemed to be made by the Chargor in, or in connection with, the Transaction Documents is untrue or misleading (by omission or in any other way) in any material respect when made or repeated;
- (h) a proceeding is commenced against the Chargor or in relation to any Secured Property which does or may threaten the Chargor's entitlement to any Secured Property;
- (i) the Issuer Charge ceases for any reason to be a first ranking charge or an obligation of the Chargor ranks ahead of or equally with the Secured Money;

**"Event of Default"** as defined in the Hedge, includes the occurrence of the following events:

- (a) failure to pay or deliver, when due, any payment or delivery under the Hedge;
- (b) breach or repudiation by either party of the Hedge;
- (c) default under a credit support document (such as a credit support annex);
- (d) a representation made by a party to the Hedge proves to have been incorrect or misleading in any material respect when made or repeated (or deemed to have been made or repeated);
- (e) default by a party in a transaction specified in the Hedge;
- (f) if applicable in the Hedge, default under any other agreements of a specified type where the aggregate principal amount of such agreements exceeds a specified threshold amount;
- (g) bankruptcy event in relation to a party (including the party being dissolved, becoming insolvent, having bankruptcy proceedings instituted against it, having a liquidator, receiver or other similar official appointed); and
- (h) a party consolidates or amalgamates with, or merges with or into, another entity and the other entity does not assume all the obligations of the party under the Hedge.

**"Event of Default"** under the Fixed Charge means:

- (a) a failure by the Chargor or the Investor to perform or observe an obligation when due under a transaction Document;
- (b) a failure by the Investor to repay the Loan Amount when due and payable, or where the Investor becomes insolvent or bankrupt, as set out in clause 7 of Section 13 "The Loan Agreement" in the PDS; or
- (c) the occurrence of an Insolvency Event in relation to the Investor or the Chargor under the Custody Deed Poll;

**"Exchange Business Day"** means a day that is both a Business Day and a Trading Day;

**"Final Value"** per Unit means the value specified in the relevant Product Summary as the "Final Value" and is calculated in accordance with the formula in the relevant Product Summary;

**"First Period"** has the meaning given in the Timetable;

**"First Period End Date"** has the meaning given in the Timetable;

**"Fixed Charge"** means the fixed charge described in Section 12 "Additional Information";

**"Force Majeure Event"** means an event or circumstance beyond the reasonable control of a party that prevents one or more parties from performing their obligations under this Agreement;

**"Government Agency"** means:

- (a) a government, whether foreign, federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other governmental, semi-governmental, administrative or judicial, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not and includes any self-regulatory organisation established under statute or any stock exchange;

**"GST"** has the same meaning as that in the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time);

**"Hedge"** and **"Hedge Contract"** mean any contract pursuant to which the Issuer hedges its obligations under this DPA and including the ISDA Master Agreement entered into by and between the Chargor and the Hedge Provider (the counterparty to the Hedge with the Issuer) from time to time including the Schedules, Credit Support Annex and Confirmations relating to hedging the Chargor's obligations under the Units for Mast Series 11, 12 & 13;

**"Hedge Provider"** means an entity with whom the Issuer enters into a Hedge;

**"Identification Form"** means the identification form attached to or accompanying the PDS;

**"Insolvency Event"** in relation to the Custody Deed Poll means the happening of any of these events to a party:

- (a) an application is made to a court for an order or an order is made that it be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or

one of them is appointed, whether or not under an order;

- (c) it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, or is otherwise wound up or dissolved;
- (e) it is, or states that it is, insolvent;
- (f) it takes any step to obtain protection, or is granted protection, from its creditors, under any applicable legislation or an administrator is appointed to it;
- (g) it becomes an insolvent under administration or action is taken which could result in that event;
- (h) a bankruptcy event where the party is an Investor in the Units; or
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**"Instreet"** means Instreet Investment Limited, the Arranger for investors into the Units and will coordinate the Units. Instreet is an authorised representative (ASIC Representative No. 322612) of EA Financial, LP under Australian Financial Service Licence No. 246801. EA Financial, LP is responsible for overseeing the services of Instreet but does not guarantee or otherwise provide assurance in respect of the obligation of Instreet or the Issuer;

**"Instreet Group"** means Instreet Structured Investment Pty Ltd, Instreet Investment Limited and their affiliates, parent entities and subsidiaries;

**"Instreet Structured Investment"** means Instreet Structured Investment Pty Limited;

**"Interest Payment"** has the meaning given to it in the relevant Product Summary;

**"Interest Payment Date"** has the meaning given to it in the relevant Product Summary;

**"Investor"** means the person or entity whose name is entered on the Register from time to time during the Investment Term;

**"Investment Grade"** means a credit rating of a medium to high level. This is generally accepted to mean that there is relatively low to moderate credit risk associated with the entity or obligation being rated. Investors should note that a credit rating is merely an opinion by a credit rating agency as to the likelihood of the entity or obligations being rated experiencing an event of default. It is not a recommendation or opinion in relation to the particular Hedge Provider or the Units, and investors should not rely

on the credit rating in making a decision to buy, sell or hold the Units.

**"Investment Term"** means, in respect of Units held by an Investor, the time period from the Commencement Date to the scheduled Maturity Date as specified in the Timetable and relevant Product Summary;

**"Issuance Averaging Dates"** has the meaning given in the Timetable;

**"Issue Closing Date"** means the date specified in the Timetable in the PDS as the cutoff time for initial investments;

**"Issue Opening Date"** means the opening dates of the Offer Period as specified in the Timetable in this PDS as the time from which applications for Units will be accepted;

**"Issue Price"** means the price specified in Section 3 "General Product Summary" as the amount payable by an Investor who applies during the Offer Period;

**"Issuer"** has the meaning given to it in the Product Summary;

**"Issuer Buy-Back"** means an Investor requested buy-back of Units by the Issuer in accordance with the Terms;

**"Issuer Buy-Back Form"** means the form by that name attached at the back of this PDS;

**"Issuer Charge" or "Deed of Charge"** means, in respect of a Separate Trust and a Series, the deed entitled "deed of charge" for that Separate Trust and Series entered into between the Chargor and the Security Trustee dated on or about the Issue Date, as amended from time to time or the charge over the Secured Property created by that deed, as appropriate;

**"Lender"** has the meaning given in Section 3 "General Product Summary";

**"Loan"** means the loan of the Loan Amount pursuant to the Loan Agreement by the Lender to the Investor;

**"Loan Agreement"** has the meaning given in Section 13 "Loan Agreement".

**"Loan Amount"** has the meaning given in Section 13 "Loan Agreement" and is the loan amount outstanding from the Investor to the Lender from time to time and is determined by the Lender in its absolute discretion from time to time;

**"Loan Break Costs"** means all costs, expenses and losses reasonably incurred by the Issuer acting in a commercially reasonable manner and notified by the Issuer as payable by the Investor as a result of:

- a) the Loan Amount being repaid early;
- (b) the termination or reversal of any arrangements, service contracts or hedge position entered into by the Issuer in connection with the Loan which is terminated early; or

## 16. Definitions Continued

(c) any loss of profits that the Issuer may suffer by reason of the early termination of the Loan.

**"Loan Drawdown Date"** has the meaning given in the Timetable;

**"Loan Establishment Fee"** has the meaning given in Section 3 "General Product Summary";

**"Loan Reset Date"** has the meaning given in the Timetable;

**"Majority Investors"** in respect of a Separate Trust, means Investors who together hold more than 50% in value of the Total Outstanding for the Series relating to that Separate Trust;

**"Market Disruption Event"** means the occurrence or existence on any Business Day of any of the following events, in the determination of the Issuer:

- (a) the Suspension or material limitation or disruption of trading in one or more of the Assets or in securities or futures contracts generally on the ASX, Relevant Exchange, Related Exchange or a market associated with any of the Assets; or
- (b) any of the Assets or prices relating to the Assets ceases to exist or is materially changed, fails to be calculated and published, or the method of calculation materially changes; or
- (c) the declaration of a general moratorium in respect of banking activities in the country where any Relevant Exchange or any Related Exchange is located;
- (d) a market disruption event (however defined) under the Hedge; or
- (e) any similar event the Issuer reasonably declares to be a Market Disruption Event, including a force majeure event.

For the purposes of this definition, (1) a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Relevant Exchange or any Related Exchange; (2) a limitation on trading imposed during the course of a day by reason of movements in price otherwise exceeding levels permitted by the Relevant Exchange or any Related Exchange will constitute a Market Disruption Event; and (3) issues of materiality are to be determined in the reasonable discretion of the Issuer;

**"Maturity"** means the settlement of the deferred purchase of the Delivery Parcel in accordance with clause 4 of the Terms other than as a result of Early Maturity;

**"Maturity Averaging Dates"** has the meaning given in the Timetable;

**"Maturity Date"** means the date specified in the Timetable in the PDS as the "Maturity Date", unless there is an Early Maturity under clause 5 of the Terms, in which case the Maturity Date will be the Early Maturity Date;

**"Minimum Buy-Back Amount"** has the meaning given to it in Section 3 "Product Summary";

**"Minimum Investment"** means the amount or number of Units specified in Section 3 "General Product Summary" as the "Minimum Investment";

**"Nominated Account"** means the transactional banking account held with an Australian bank which is nominated by the Investor on its Application Form;

**"Notice of Maturity"** means the notice sent to Investors at least 20 Business Days prior to the Maturity Date in which an Investor may elect to participate in the Agency Sale Option;

**"Offer"** means the offer of an agreement to purchase the Delivery Assets specified in the relevant Product Summaries on certain terms including deferred delivery under the terms of this PDS;

**"Offer Period"** means the offer period for Units with open and close dates as specified in the Timetable at the front of this PDS;

**"Parcel of Secured Property"**, in respect of a Separate Trust, means the Secured Property of that Separate Trust and includes, but without limitation, the Trust Fund for that Separate Trust;

**"Participation Rate"** has the meaning given to it in the relevant Product Summary;

**"Period"** means either or all of the First Period, Second Period or Third Period, as the context requires;

**"Period End Date"** means either or all of the First Period End Date, Second Period End Date or the Maturity Date, as the context requires;

**"Period Start Date"** means either or all of the Commencement Date, Second Period Start Date or Third Period Start Date, as the context requires;

**"Product Summary"** means any or all of Section 1 "Product Summary – Mast Series 11", Section 2 "Product Summary – Mast Series 12 & 13" and Section 3 "General Product Summary" as the context requires;

**"PDS"** means this Product Disclosure Statement, including any Application Form and any Issuer Buy-Back Form, for the relevant Units;

**"Portion"** means the number of Delivery Assets held by the Issuer on the Commencement Date for a particular Series, determined by the Issuer in its discretion, divided by the number of Units on issue in that Series and disclosed in the Confirmation Notice;

**"Price Source"** means the publication or other origin reporting or publishing the price of a Reference Asset, Reference Index or Underlying Index;

**"Reference Asset"** has the meaning given in the Product Summary, if any;

**"Reference Index"** has the meaning given to it in the relevant Product Summary;

**"Reference Index Calculation Agent"** means Instreet Investment Limited (ABN 34 128 813 016) for Series 11 and Barclays Bank PLC for Series 12 & 13; undertaking such role as determined by the Issuer and by reference to the Issuer's hedge and/or other arrangements in relation to the Units;

**"Reference Index Issuance Average"** has the meaning given in Section 15 "Formulae & Calculations" (if any);

**"Reference Index Maturity Average"** has the meaning given in Section 15 "Formulae & Calculations" (if any);

**"Reference Index Value"** means for Series 11, the amount calculated in accordance with the formula set out for the Reference Index Value in Section 15 "Formulae & Calculations" and for Series 12 & 13, the value of the Reference Index as calculated by the Reference Index Calculation Agent calculated in accordance with the Reference Index methodology and published daily on <http://www.bloomberg.com/apps/quote?ticker=BCCV015P:IND>. A copy of the Reference Index methodology for Series 12 & 13 will be available free of charge from the Issue Opening Date until the Maturity Date upon request from the Issuer. In order to obtain the Reference Index methodology and Underlying Index rules, an investor will need to give certain non-disclosure representations to the Reference Index Calculation Agent and Underlying Index Sponsor;

**"Registrar"** means the person or entity identified in Section 3 "General Product Summary" or any other registrar appointed by the Issuer from time to time;

**"Register"** means the register of beneficial holders of Units maintained by the Issuer or a person approved by the Issuer;

**"Relevant Exchange"** means in the case of:

- (a) any exchange traded Unit or financial product, the primary exchange upon which that financial product is traded; and
- (b) an index, the primary exchange upon which the financial products which primarily constitute that index are traded; and
- (c) a commodity, any exchange where contracts or futures relating to the commodity are traded; or as determined in the absolute discretion of the Issuer;

**"Related Exchange"** means each exchange or quotation system where trading has a material effect (as determined by the Issuer) on the overall market for the futures, options, securities or other assets underlying the Underlying Index or Reference Index are traded;

**"Sale Monies"** means the monies from the sale of the Delivery Parcel obtained by the Issuer (or its nominee) on behalf of the Investor under the Agency Sale Option, less

Break Costs and if applicable Delivery Costs, including brokerage, applicable to the sale of the Delivery Parcel;

**"Scheduled Trading Day"** means, in respect of a Reference Asset, Underlying Index or Delivery Asset, any day on which the Relevant Exchange and/or related exchange in respect of such Reference Asset, Underlying Index or Delivery Asset is scheduled to be open for trading for their respective regular trading sessions;

**"Second Period"** has the meaning given in the Timetable;

**"Second Period End Date"** has the meaning given in the Timetable;

**"Second Period Start Date"** has the meaning given in the Timetable;

**"Secured Money"** in relation to the Issuer Charge, means all moneys, obligations and liabilities of any kind that may now be or might at any time in the future become due, owing or payable, whether actually, contingently or prospectively, to the Investors in relation to the Units including, but without limitation, on account of principal, interest, fees, expenses, indemnity payments, losses or damages and irrespective of:

- the capacity of the Chargor (whether as principal, agent, trustee, beneficiary, partner or otherwise);
- whether the Chargor is liable as principal debtor or as surety;
- whether the Chargor is liable alone, jointly or jointly and severally with another person;
- whether or not the money, obligation or liability is owed to the Investor or to its account as a result of an assignment, transfer or other dealing with or without the Chargor's consent; or
- whether the money, obligation or liability is owed or secured before or after the date of:
  - the Deed of Charge; or
  - any assignment of the Deed of Charge or any other Transaction Document.

**"Secured Money"** in relation to the Fixed Charge, means

- (a) all monies which an Investor is, or at any time may become, actually or contingently liable to pay to the Lender under or in relation to the Loan; and
- (b) any fees, costs, liabilities and taxes and expenses which the Lender incurs in connection with the Fixed Charge including the costs of enforcing the Fixed Charge.

**"Secured Obligations"** means each of the obligations of the Chargor in respect of the DPA to or for the account of the Investors, including but without limitation the obligation to pay the Secured Money;

## 16. Definitions Continued

**"Secured Property"** as defined in the Issuer Charge, means all of the present and future right, title, benefit and interest of the Chargor:

- (a) under, pursuant to or in connection with the Hedge (subject to any rights of set-off and netting under a Hedge whether arising before, on or after the date of the Issuer Charge);
- (b) all proceeds, property, money received by the Issuer in connection with the Units excluding Interest Payments, including any investments into which any of those proceeds are converted, including but without limitation, any Delivery Assets and the proceeds of those investments including any Sale Monies, any securities or cash delivered under the Hedge and any proceeds of sale of the securities or assets purchased with amounts received under the Hedge;

**"Security"** means in respect of a Separate Trust, each Issuer Charge for that Separate Trust and each other deed or agreement entered into by Instreet Structured Investments in favour of the Security Trustee after the execution of the Security Trust Deed to be held for that Separate Trust, to secure the Secured Money in respect of that Separate Trust or any part of it;

**"Security Interest"** means a right, interest, power or arrangement in relation to an asset which provides security for, or protects against default by a person in, the payment or satisfaction of a debt, obligation or liability, and includes a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, arrangement for the retention of title or other security interest (including a "security interest" as defined in Section 12(1) of the Personal Property Securities Act 2009 (Cth)), or any arrangement under which money or claims to, or the benefit of, any party or creditor may be applied, set-off or made subject to a combination of accounts;

**"Security Trustee"** means AET Structured Finance Services Pty Limited ABN 12 106 424 088 or any other security trustee appointed in accordance with the Security Trust Deed from time to time;

**"Security Trust Deed"** means the deed entitled "security trust deed" entered into between the Security Trustee and the Issuer dated 15 January 2010, as amended from time to time;

**"Separate Trust"** means each of the trusts, one for each Series and Parcel of Secured Property, constituted under the Security Trust Deed and the relevant Issuer Charge;

**"Series"** means each of the Instreet Mast Series 11, 12 & 13 offered under this PDS, each other series of Instreet Mast Units and each other series of financial products issued by the Issuer;

**"Settlement Date"** means the 10th Exchange Business Day after the Maturity Date or such other date as determined by the Issuer in its discretion as is reasonably necessary for the Issuer to fulfil its obligations under the Terms;

**"Settlement Notice"** means the notice from the Issuer to Investors following settlement an Early Maturity or a Buy-Back Date;

**"Special Dividend"** means any special or abnormal dividend or distribution in respect of securities (including a distribution of income or capital) and includes a dividend or distribution described by the entity declaring that dividend or distribution as:

- (a) special, abnormal, extraordinary, additional or extra;
- (b) part of a scheme of arrangement or takeover consideration;
- (c) part of a special distribution involving a return of capital, or are otherwise characterised by the ASX or the Relevant Exchange as a special dividend or special distribution.

**"Suspension"** means any temporary cessation of the trading or quotation of the Delivery Asset, including a trading halt on the ASX, the Relevant Exchange or any Related Exchange (as the context requires);

**"S&P"** means Standard & Poor's, a division of The McGraw-Hill Companies Inc.;

**"Tax" or "Taxes"** means any income tax, capital gains tax, goods and services tax, withholding tax, stamp, registration and other duties and other related taxes, levies, imposts, deductions, interest, penalties and charges;

**"Termination Event"** as defined in the Hedge, includes the occurrence of the following events:

- (a) illegality i.e. it becomes unlawful for any obligations entered into under the Hedge to be performed;
- (b) force majeure event;
- (c) due to changes in taxation law, action taken by a taxing authority, court proceedings or the merger, consolidation or amalgamation of a party the amount of tax payable by a party is increased; and
- (d) if applicable in the Hedge, on the merger, consolidation or amalgamation of a party, the credit rating of that party is materially weaker;

**"Termination Payment"** means the amount determined by the Issuer acting in good faith and a commercially reasonable manner. Without limiting the foregoing, in determining the Termination Payment, the Issuer may adjust the Termination Payment for any costs, losses or expenses that it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity, including but without limitation, Delivery Costs, Break Costs, administrative costs, costs of unwinding any hedge put in place for the purposes of meeting its obligations under the Terms, and any cost of funding or any loss of bargain;

**"Terms" or "Terms of the Deferred Purchase Agreement"** means the terms and conditions of the Deferred Purchase Agreement and this PDS on which the Investor agrees to acquire the Delivery Parcel from the Issuer;

**"Third Period"** has the meaning given in the Timetable;

**"Third Period Start Date"** has the meaning given in the Timetable;

**"Timetable"** means the timetable set out on page 4 of this PDS;

**"Total Interest Amount"** means an amount equal to the sum of all of the interest paid by an Investor over the Investment Term;

**"Total Investment Amount"** means an amount equal to the number of Units purchased by an Investor multiplied by the Issue Price;

**"Total Outstanding"**, in respect of a Series, means the aggregate of the Secured Money to all Investors under that Series;

**"Trading Day"** means, in respect of the ASX and any of the Relevant Exchanges, a day on which that exchange is open for normal trading;

**"Transaction Documents"** means in respect of a Series:

- (a) the Issuer Charge for that Series;
- (b) the Hedge for that Series;
- (c) the Security Trust Deed;
- (d) the Product Disclosure Statement including the Terms of the Deferred Purchase Agreement; and
- (e) each other document which the Chargor and the Security Trustee agree in writing is a Transaction Document for the purposes of the Security Trust Deed;
- (f) each DPA for that Series; and
- (g) each document entered into or provided under any of the documents described in paragraphs (a), (b), (c), (d) or (e) for the purpose of amending or novating any of those documents.

**"Trust"** has the meaning given in Section 12 under "Custody Deed";

**"Trust Fund"** means, for each Separate Trust, all property, rights and interests which the Security Trustee acquires after the execution of the Security Trust Deed to hold on the Separate Trust created by the Security Trust Deed including:

- (a) the benefit of the Security;
- (b) the benefit of any other agreement that it enters into in its capacity as trustee of the trusts created by the Security Trust Deed; and
- (c) all property or money which represents the proceeds of enforcement, realisation or sale of any such property, rights or interests, any investment into which any of those proceeds are converted and the proceeds of any of those investments.

**"Units" or "Unit" or "DPA Units"** means a Deferred Purchase Agreement entered into by the Issuer and the Investor. The total number of Units held by the Investor will be notified by the Issuer to the Investor in the Confirmation Notice provided by the Issuer in accordance with clause 1.3(c) of the Terms;

**"Underlying Index"** has the meaning given to it in the relevant Product Summary.

**"Underlying Index Sponsor"** has the meaning given to it in the relevant Product Summary.

# Appendix A – Direct Debit Request Service Agreement

This document sets out the terms and conditions of the Direct Debit Request Service Agreement between the Investor and Instreet Structured Investment Pty Limited (ABN 82 140 407 558) and Link.

## 1. Definitions

The following definitions apply in this agreement.

**"Account"** means the account held at Your Financial Institution from which We are authorised to arrange for funds to be debited.

**"Agreement"** means this Direct Debit Request Service Agreement between You and Us.

**"Banking Day"** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**"Debit Day"** means each day that a payment by You to Us is due including each relevant Interest Payment Date.

**"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 Instreet Structured Investment Pty Limited (ABN 82 140 407 558) or Link Market Services Limited (ABN 54 083 214 537) which You have authorised by signing a Direct Debit Request.

**"PDS"** means the document to which this Agreement was attached and which sets out the terms of the offer of the Mast Series 11, 12 & 13 Deferred Purchase Agreements.

**"You or Your"** means the person(s) who has or have signed or authorised by other means 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.

## 2. Debiting Your account

1. By signing an Application Form that contains the 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 and this Agreement for the terms of the arrangement between You and Us.
2. We undertake to debit Your Account for the Interest Payment for the applicable Period in respect of your Application for Units under this PDS. The drawing under this Direct Debit arrangement will occur on the Debit Day for the relevant Period.
3. We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request.

If the Debit Day falls on a day that is not a Banking Day, We may direct Your Financial Institution to debit Your Account on the following Banking Day.

If You are unsure about which day Your Account has or will be debited, You should ask Your Financial Institution.

## 3. Amendments by Us

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.

## 4. Amendments by You

### Changes to the arrangement

You may change, stop or defer a Debit Payment, or terminate this agreement by providing Us with at least fourteen (14) days' notification by writing to:

Instreet Structured Investments Pty Ltd  
PO Box R380  
Royal Exchange NSW 1225

or

by telephoning Us on 1300 954 678 during business hours

or

arranging it through Your Financial Institution.

## 5. Enquiries

Direct all enquiries to Us, rather than to Your Financial Institution. Enquiries should be made at least fourteen (14) working days prior to the next scheduled Debit Day. All communication addressed to Us should include Your name as specified on Your Application Form.

## 6. Confidentiality

All personal customer information held by Us will be kept 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.

We will disclose information that We have about You only to the extent:

- specifically required by law; and
- we are required to supply the information provided to Our financial institution to initiate the drawing of Your Account.

## 7. Disputes

If You believe that there has been an error in debiting Your Account, You should notify Us directly and confirm that notice in writing with Us as soon as possible so that We can resolve Your query quickly.

If You do not receive a satisfactory response from Us to your dispute, contact Your Financial Institution who will respond to You with an answer to your claim:

- within 5 business days (for claims lodged within 12 months of the disputed drawing); or
- within 30 business days (for claims lodged more than 12 months after the disputed drawing).

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 (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.

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 in writing.

## 8. Your obligations

It is your responsibility to ensure that:

- Your Account can accept direct debits (Your Financial Institution can confirm this);
- the account details which You have provided to Us are correct by checking them against a recent account statement;
- that on the Debit Day there are sufficient cleared funds in Your Account to make the Debit Payment; and
- that You advise Us if the Your Account has been transferred or closed.

If your drawing is returned or dishonoured by Your Financial Institution (whether due to there being insufficient clear funds in Your Account to meet a Debit Payment or otherwise):

- You may be charged a fee and/or interest by Your Financial Institution;
- You may also incur fees or charges imposed or incurred by Us; and
- You must arrange for the Debit Payment 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.

You should check Your account statement to verify that the amounts debited from Your Account are correct.

If We are liable to pay goods and services tax ("GST") on a supply made 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.

## 9. Notice

If You wish to notify Us in writing about anything relating to this Agreement, You should write to Your Account Manager.

We will notify You by sending a notice in the ordinary post to the address You have given Us in the Application Form attached to the PDS.

Any notice will be deemed to have been received on the third banking day after posting. Execution by You of the Direct Debit Request deems You to have read and understood the terms of this Direct Debit Request Service Agreement.

# Managing Your Investment

## Who can invest?

The offer of Units under this PDS is available to both retail and wholesale clients as those terms are defined under the Corporations Act.

Please note that we can accept applications submitted only within Australia.

## Minimum Investment and minimum Buy-Back amounts

The Minimum Investment is 25,000 Units.

The minimum amount for which you can request a Buy-Back is 25,000 Units per Series. Buy-Back is only available on Buy-Back Dates specified in this PDS.

## How to invest

Complete an Application Form and Identification Form (if required) and forward them together with your Investment Amount as instructed on the Application Form. You can elect to have your funds direct debited. Direct debits may be made any time between when you lodge the Application Form and the Commencement Date.

## Identification Forms

You will only need to complete an Identification Form if you are not investing through an advisor.

As part of the Issuer's and the Registrar's obligations to comply with anti-money laundering legislation, we need to adequately identify you by collecting certain details. If you are investing through an advisor they will complete the "Know Your Client" section of the Application Form which fulfils this requirement. If you do not provide us with the required information, we will refuse your application. We are not liable for any resulting loss.

## Processing applications and issue of Units

The Registrar will accept and process applications for the Issuer. The acceptance of applications will however be at the Issuer's discretion. The Issuer is under no obligation to provide any reasons for the rejection of an application.

Units will be issued within one month upon receipt of cleared funds of the Loan Establishment Fee and first Interest Payment specified in the Application from an investor. The Unit's economic exposure to the relevant Reference Index, will begin on the Commencement Date. If a Unit is issued prior to the Commencement Date it will have no economic exposure until the Commencement Date.

If for any reason the exposure to the Reference Index cannot be achieved on the Commencement Date investors will be refunded their Loan Establishment Fee and first Interest Payment without interest.

Once your application to invest in the Units is accepted, and Units are issued to you, you will receive a confirmation detailing the particulars of your investment. We will confirm all subsequent transactions you make regarding your Units.

## Cooling off

No cooling-off rights apply in respect of an investment in the Units.

## Transfer of Units

Investors may request a transfer of their Units which may or may not be accepted by the Issuer in its reasonable discretion. You should contact us for the relevant transfer form.

There should be no stamp duty payable in respect of dealings in Units. Please refer to Section 11 "Taxation" for further comments.

# How To Complete The Application Form

1. Complete the information required in the Application Form. Please read Section 1 below for further instructions.
2. If required, please provide the required identification and verification documents listed in Section 2 below.  
**You are not required to provide these documents if you are investing through an advisor.** These documents are required under new the Anti-Money Laundering & Counter-Terrorism Financing legislative regime in Australia.

Your Application Form, Direct Debit Request (if applicable), your payment as set out in Section C of the Application Form and certified copies of any documents required to verify your identity should be sent to:

Instreet Structured Investment Pty Ltd  
C/O Link Market Services Limited (ABN 54 083 214 537)  
PO BOX 20043  
World Square, NSW, 2002  
Re: Application for Mast Units

## Section 1: Guide to Completing the Application Form

Please complete all relevant sections of the Application Form in BLOCK LETTERS, using black or blue ink. The instructions are cross-referenced to each section of the form.

The financial products to which this Application Form relates are the Units. Further details about the Units are contained in this PDS issued by Instreet Structured Investment Pty Ltd as the Issuer of the Units.

While the PDS is current, Instreet Structured Investment Pty Ltd will send you paper copies of the PDS, any supplementary document and the Application Form, free of charge on request.

The Australian Securities and Investment Commission require that a person who provides access to an electronic application form must provide access, by the same means and at the same time, to the relevant PDS (including any supplementary document). This Application Form is included in the PDS.

The PDS contains important information about investing in the Units. You should read the PDS before applying for the Units.

## Section A: Investor Details

Please indicate the type of investor you are. The Application Form states which sections need to be completed depending on what type of investor you are.

### Section A1: Individual Investor Details

Write the full name you wish to appear on the Register of the Units. This must be your own name. Up to two joint applicants may register. This section is for individual, joint or sole trader applicants, at least one partner of a partnership applicant and all individuals acting as trustee and corporate directors.

## Section B: Account Contact Details

If you wish to provide alternative contact details for your account to those provided in Section A, please insert your preferred contact details in this section. If you do not complete this section, Instreet Structured Investment Pty Ltd will contact you using the details provided in Section A. In the case of joint investors, Instreet Structured Investment Pty Ltd will use the details of Investor 1 unless you complete this section.

## Section C: Investment Details

Insert the number of units you wish to purchase and the total amount payable. The number of units must be a minimum of 25,000 units. The Issue Price per Unit is \$1.00.

To calculate the total amount you must pay, multiply the relevant interest rate, less any rebate of the Advisor Loan Trail Fee by the number of Units to be purchased. If you are purchasing more than one Series, please add the investment amount for Series 11, 12 & 13 to determine the total amount you must pay. Please note that any rebate of the Advisor Loan Trail Fee reduces the total amount you must pay and is negotiated with your advisor.

This section also relates to payment details. Please specify whether you will pay by direct debit or cheque. Cheques must be drawn on an Australian bank and must be made payable to "Instreet Structured Investment Pty Ltd (Mast)" and crossed "Not Negotiable". Pin (do not staple) your cheque to the Application Form.

If none of these payment methods are available to you, please contact Instreet Structured Investment Pty Ltd to discuss an alternative.

Please note that direct debits may be made any time between the day you lodge this Application Form and the Commencement Date. You should ensure that the account you nominate for a direct debit has adequate funds during this time to avoid any dishonor fees.

## Section D: Bank Account Details

You must provide your bank account details in this section (even if you have selected cheque as your payment method in Section C). Any payments of cash in respect of an Early Maturity or Issuer Buy-Back will be paid directly into the bank account specified in this section.

The bank account must be in the same name as the Applicant(s). The bank account must be held with banks, building societies and credit unions within Australia. Please ensure that you complete all details of the institution in full. Third party bank accounts will not be accepted.

## Section E: Operating Authority

You must indicate in this section how you would like your account to be operated. In the case of joint accounts, you may request joint signatures or allow either signatory to sign. For a company or trustee, please indicate your operation instructions by ticking the appropriate box.

# How To Complete The Application Form

## Continued

### Section F: Privacy

Please tick the box if you do not wish to be contacted by Instreet Structured Investment Pty Ltd in relation to future investment opportunities.

### Section G: Providing Identification

If you are not investing through an advisor, you must provide certified copies of the required identification documents. These documents are identified in Section 2 below.

### Section H: Declarations

You must read these declarations carefully. By signing the Execution Page you are agreeing to the declarations set out in this section.

### Direct Debit Request

You only need to complete the Direct Debit Request if you selected direct debit as your payment method in Section C.

### Execution Page

The execution page forms part of the Application Form and the Direct Debit Request. You must sign this section of the Application Form and Direct Debit Request.

By signing the execution page you are agreeing to the declarations set out in Section H and the terms and conditions of the Direct Debit Request and Direct Debit Request Service Agreement.

You should ensure that you have read the attached PDS in full before signing the execution page. Joint applications must be signed by all persons. If the application is being signed under Power of Attorney please enclose a certified copy of the Power of Attorney and appropriate photo identification of the attorney.

**Adviser use only:** This section of the Application Form will be completed by your advisor.

**Adviser and office use only:** This section of the Application Form will be completed by your advisor.

### Examples of Correct Names and Account Designations

Type of investor	Correct name	Incorrect name	Signature(s) required
<b>Individual/joint holding</b> Use full name of each applicant, not initials	Luke John Smith Susan Mary Smith	Luke J Smith Susan M Smith	Each applicant
<b>Company holding</b> Use full company name	ZYX Pty Ltd	ZYX inc ZYX Co ZYX p/l	2 directors OR a director & secretary OR a single director (if a sole director company)
<b>Minors</b> Use full name of each applicant, not initials. Use minor name as beneficiary.	Susan Mary Smith a/c designation <Josh Smith>	Josh Smith	Each Applicant (not minor)
<b>Superannuation funds/trusts – individual trustee(s).</b> Use trustee(s) personal name(s). Use fund/trust name as beneficiary.	Susan Mary Smith a/c designation <Susan Smith Trust> <Susan Smith Super Fund>	S M Smith Trust  S M Smith Super Fund	Each Trustee
<b>Superannuation funds/trusts – corporate trustee</b> Use trustee company name. Use fund/trust name as beneficiary.	ZYX Pty Ltd <ZYX Trust> <ZYX Super Fund>	ZYX Trust  ZYX Super Fund	Trustee – per company holding above

## **Lodging the application**

Please mail the completed Application Form, Direct Debit Request (if applicable), along with the documents to certify your identity to:

Instreet Structured Investment Pty Ltd  
C/O Link Market Services Limited (ABN 54 083 214 537)  
PO BOX 20043  
World Square, NSW, 2002  
Re: Application for Instreet Mast Series 11, 12 & 13

OR in person at

C/O Link Market Services Limited  
Level 12, 680 George Street  
Sydney NSW 2000  
Re: Application for Instreet Mast Series 11, 12 & 13

Please ensure payment is made in full.

Units will be issued only on receipt of a properly completed Application Form issued together with the PDS dated 17 October 2011 and cleared funds. Please ensure you sign the execution page.

Please ensure you sign the execution page.

If you have any queries, please call your financial adviser, or contact Instreet Investment Limited at:

Internet: [www.instreet.com.au](http://www.instreet.com.au)

Email: [info@instreet.com.au](mailto:info@instreet.com.au)

Telephone: 1300 954 678

## **Section 2:**

### **Anti-Money Laundering and Counter-Terrorism Financing Act 2006**

Please note that this section is relevant only if you are investing directly and not through an advisor. This section sets out the documents that you must attach to your Application Form. These documents must be certified copies.

#### **Identification and Verification Requirements**

Under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) legislative regime, certain due diligence must be conducted with regard to any prospective investor before Units may be issued to that Investor. The due diligence includes identifying and verifying the identity of a prospective investor. Applications made without providing this information cannot be processed until all the necessary information has been provided. There are also ongoing customer due diligence obligations under the AML/CTF legislative regime which may require the Issuer to collect further information. The Issuer is obliged under the AML/CTF legislative regime to take and maintain copies of any information collected from you. The Issuer may be required to share collected information with the Australian Transaction Reports and Analysis Centre (AUSTRAC) and may be prohibited from informing you of such disclosures. The Issuer may share collected information with related entities.

Under the AML/CTF legislative regime, the Issuer has an obligation to report suspicious matters to AUSTRAC. This obligation may require the collection of further information from Investors. The Issuer may be prohibited from informing Investors that reporting to AUSTRAC has taken place. The Issuer has the right not to accept Buy-Back requests or transfers or pay benefits under this product where there are reasonable grounds to believe doing so would breach Australian law or sanctions (or the law or sanctions of any other country) and the Issuer is not liable for any resulting loss.

By applying for Units, you are acknowledging that the Issuer may, in its reasonable discretion and in accordance with the Terms, not issue Units to you, cancel any Units previously issued to you, delay, block or freeze any transactions or redeem any Units issued to you if it believes it necessary to comply with the AML/CTF legislative regime. In the above circumstances, the Issuer will not be liable to you for any resulting loss.

#### **2.1 Requirements for Individuals/Sole Traders**

If you are an individual Investor or sole trader, you will need to give us certified copies of one document from column [1] OR one document from each of column [2] AND column [3]:

Please note: for Companies, Trusts, Partnerships, Associations and Co-Operative applicants, please visit the website at [www.instreet.com.au](http://www.instreet.com.au) in addition to referring to Section 2.2 below for details of the information the Issuer must collect and verify in reference to your application. If you are required to complete the individual section of the Application Form in addition to other sections, then you must provide the documents required for an individual applicant in addition to any others required.

# How To Complete The Application Form

## Continued

### Reliable and Independent Verification Documentation

**DO NOT SEND ORIGINALS: CERTIFIED COPIES^ONLY**

Column [1] Primary Photographic (one proof required)		Column [2] Primary Non-Photographic (one proof required)		Column [3] Secondary Identification (one proof required)
<input type="checkbox"/> Current photographic Australian driver's licence <input type="checkbox"/> Current Australian passport# <input type="checkbox"/> Current State or Territory photographic ID card <input type="checkbox"/> Current foreign passport# <input type="checkbox"/> Current ID card issued by a foreign government containing a photograph & signature* <input type="checkbox"/> Current foreign driver's licence with photograph & date of birth*	<b>OR</b>	<input type="checkbox"/> Birth certificate <input type="checkbox"/> Commonwealth citizenship certificate <input type="checkbox"/> Centrelink Pension card <input type="checkbox"/> Health card issued by Centrelink <input type="checkbox"/> Foreign citizenship certificate or birth certificate*	<b>AND</b>	<input type="checkbox"/> Commonwealth, State and Territory financial benefits notice (less than 12 months old) <input type="checkbox"/> ATO Tax notice (less than 12 months old) <input type="checkbox"/> Local government body or utility provider notice (less than 3 months old) recording provision of services to the person at the address <input type="checkbox"/> Notice issued within the last 3 months by school principal for a person under 18, recording period of time person attended school and person's residential address

# A passport that expired within the two years prior to submitting the application form will also be accepted.

\* Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

There is a wide range of persons who may certify your documents. A list is given below:

#### ^Who may certify your documents as being a true and correct copy of the original

<input type="checkbox"/> Legal Practitioner enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia <input type="checkbox"/> A Judge of a court <input type="checkbox"/> CEO of a Commonwealth Court <input type="checkbox"/> Registrar or deputy registrar of a court <input type="checkbox"/> Justice of the Peace <input type="checkbox"/> Notary public <input type="checkbox"/> Police Officer	<input type="checkbox"/> An agent of the Australian Postal Corporation <input type="checkbox"/> Permanent employee of a post office* <input type="checkbox"/> Australian Consular Officer or Diplomatic Officer <input type="checkbox"/> Financial institution officer/employee of a bank*	<input type="checkbox"/> A finance company officer <input type="checkbox"/> Officer of or authorised representative of a holder of an Australian financial services licence* <input type="checkbox"/> A member of the Institute of Chartered Accountants in Australia, CPA or NIA membership*
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\* Those persons marked with an asterisk \* are required to have two or more years of continuous service or membership.

The eligible certifier must include the following information:

- their full name;
- address;
- telephone number;
- the date of certifying;
- capacity in which they are eligible to certify; and
- an official stamp/seal, if applicable.

The certified copy must include the statement, "I certify this is a true copy of the original document".

For photographic documents, the certified copy must include the statement, "I certify this is a true copy of the original document and the photograph is a true likeness".

## 2.2 Non-individual investors

Different identification and verification requirements apply to prospective investors who are not individuals, such as companies, other bodies corporate, trusts (including superannuation trusts, partnerships, associations and registered co-operatives).

Where applicable, you will need to give us:

- **Australian Companies** – Any one of the following documents: a certified copy of the certification of registration or license or other records of the relevant commonwealth, state or territory statutory regulator or a public document issued by the relevant company.
- **Foreign Companies** – a certified copy of the certification of registration or license or other records held by ASIC (if registered in Australia), registration document issued by the foreign registration body or disclosure certificate, or a public document issued by the company.
- **Trusts & Trustees** - If the trust is a: Registered managed investment scheme, regulated trust or government superannuation fund, any one of the following documents: a certified copy or certified extract from the relevant regulator's website showing the full name of the trust, and that the trust is a registered scheme, regulated trust or government superannuation fund.
- **Other trust type** - any one of the following documents: a certified copy or certified extract of the Trust Deed showing the name of the trust, reliable and independent documents relating to the trust or reliable and independent electronic data relating to the trust. This may include the following:
  - A letter from a solicitor or qualified accountant that confirms the name of the trust;
  - A notice issued by the Australian Tax Office within the last 12 months in relation to the trust Individual Trustee;
  - Australian Company Trustee;
  - A certified copy of the certification of registration;
  - Australian Listed Company or majority-owned subsidiary of an Australian Listed Company or is a regulated company;
  - A certified copy of a public document issued by the relevant company;
  - Foreign Company Trustee – a copy or extract of the Trust Deed; reliable and independent documents relating to the trust or reliable and independent electronic data relating to the trust.

## ■ Partnerships, Associations, and Registered Cooperatives

- a certified copy (or certified extract) of the partnership agreement or Australian Partnership Taxation Return or Australian State or Territory Business Names Search or Minutes of a partnership meeting or Disclosure Certificate; a certified copy (or certified extract) of the Rules or constitution of the association or minutes of meeting of the association or search of databases of ASIC or State, Territory or overseas body responsible for the incorporation of the association or reliable and independent documents relating to the association or reliable and independent electronic data relating to the association; a certified copy (or certified extract) of the Register maintained by the cooperative or minutes of meeting of the cooperative or search of databases of ASIC or State, Territory or overseas body responsible for the registration of the cooperative or reliable and independent documents relating to the trust or reliable and independent electronic data relating to the cooperative.

### Important:

- If you need further information, please contact your advisor or Instreet.

# How to Complete the Issuer Buy-Back Form

## General

- Please use CAPITAL LETTERS and a black ballpoint when completing the form.

## Section A: Investor Details

- Please insert your account number. Contact Instreet on [info@instreet.com.au](mailto:info@instreet.com.au) if you do not know your account number.

## Section B: Details of the Units to be Sold

- Please complete this section by indicating in the first column the PDS under which you acquired your Units. The name and date of the PDS can be found on the front cover of the PDS.
- Please indicate in the second column the Series of Units in relation to which you are requesting an Issuer Buy-Back.
- Indicate the number of Units to be sold in the third column.
- There are a number of rows so that you can use one Issuer Buy-Back Form to request Issuer Buy-Back in relation to Units from a number of different Series.

## Section C: Signature(s)

Joint applications must be signed by all persons. If the Issuer Buy-Back Form is being signed under Power of Attorney, please enclose a certified copy of the Power of Attorney and appropriate photo identification of the attorney.

## Lodging the Buy-Back Request Form

Please mail the completed form to:

Instreet Structured Investment Pty Ltd  
C/O Link Market Services Limited  
PO BOX 20043  
World Square, NSW, 2002  
Re: Buy-Back for Mast Series 11, 12 & 13

Requests will be processed only on receipt of a properly completed Issuer Buy-Back Form.

If you have any queries, please call your financial adviser, or contact Instreet Investment Limited at:

Internet: [www.instreet.com.au](http://www.instreet.com.au)  
Email: [info@instreet.com.au](mailto:info@instreet.com.au)  
Telephone: 1300 954 678

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This is an Application Form for Units in the Mast Series 11, 12 & 13 Deferred Purchase Agreements and issued by Instreet Structured Investment Pty Limited ABN 82 140 407 558 (Issuer) and arranged by Instreet Investment Limited ABN 44 128 813 016 as authorised representative under AFSL 246801. This Application Form accompanies the PDS dated 17 October 2011 and any supplementary PDS issued for the Units. It is important that you read the PDS in full and the acknowledgements contained in this Application Form before applying for the Units. The Issuer will provide you with a copy of the PDS including any supplemental PDS and the Application Form, on request without charge.

A person who gives another person access to the Application Form must at the same time and by the same means give the other person access to the PDS including any supplemental PDS.

Please see the instructions on how to complete this Application Form in the PDS.

The Minimum Investment is 25,000 Units.

This Application Form and your initial investment amount must be received by the Registrar by 4:00 pm in order to be processed that day.

Units are issued only on receipt of:

- this Application Form (including the signed Execution Page and (if applicable) the Direct Debit Request),
- verification of the applicant's identity (if you are not investing through an advisor you must attach certified copies of the documents as described in Section 2 of "How to complete the Application Form"),
- payment in full.

**SECTION A - INVESTOR DETAILS**

What type of person or entity is applying? Please tick one box ONLY and complete all the sections indicated.

- Individual, joint or sole trader - **must complete A1, C, D, E, F, G (if you are not investing through an adviser), H, Direct Debit Request (if paying by direct debit) and the Execution Page**
- Partnership - **must complete A1, A4, C, D, E, F, G (if you are not investing through an adviser), H, Direct Debit Request (if paying by direct debit) and the Execution Page**
- Australian Company - **must complete A1 (Directors), A2, C, D, E, F, G (if you are not investing through an adviser), H, Direct Debit Request (if paying by direct debit) and the Execution Page**
- Trust / Super Fund with Individuals as Trustee - **must complete A1 (Trustees), A3, C, D, E, F, G (if you are not investing through an adviser), H, Direct Debit Request (if paying by direct debit) and the Execution Page**
- Trust / Super Fund with Corporate Trustee - **must complete A1 (Directors), A2 (Company), A3, C, D, E, F, G (if you are not investing through an adviser), H, Direct Debit Request (if paying by direct debit) and the Execution Page**
- Others: \_\_\_\_\_

If you elect direct debit as your payment method in Section C, you must also complete the Direct Debit Request attached to this Application Form.

For other entities, including foreign companies, please contact us for an appropriate Application Form.

Please note that if you do not complete the relevant parts of Section A and G (including attaching the necessary documentation as set out in Section 2 of "How to complete this Application Form", we may refuse your application. We are not liable for any resulting loss.

**Please note that you should complete Section B if you wish to provide alternative contact details for your account to those provided in Section A. Please insert your preferred contact details in this section. If you do not complete this section, the Issuer will contact you using the details provided in Section A. In the case of joint investors, the Issuer will use the details of Investor 1 unless you complete this section.**

**You must complete Section G (and attach the necessary documentation as set out in Section 2 of "How to complete the Application Form") if you are not investing through an advisor.**

**A1 INDIVIDUAL INVESTOR DETAILS (MUST COMPLETE) (including individuals acting as trustee and corporate directors)  
INVESTOR 1 (Your name MUST match your ID exactly.)**

Title:  Given Names (in full):  Surname:

Date of Birth (dd/mm/yyyy)  Country of Citizenship

Are you an Australian resident for tax purposes?  Yes  No

If not, please specify your country of tax residence.

Australian Tax File Number  OR  Exempt from quoting a tax file number

Exemption details (if applicable)

Residential Address

City/Suburb/Town  State  Postcode  Country

Email Address

Telephone (home) Area code  Number

Telephone (business hours) Area code  Number

Mobile

Fax Area code  Number

In the case of joint investors, please note that unless you indicate otherwise in Section B, the Issuer will use these contact details in relation to this application.

**INVESTOR 2 (Your name MUST match your ID exactly.)**

Title:  Given Names (in full):  Surname:

Date of Birth (dd/mm/yyyy)  Country of Citizenship

Are you an Australian resident for tax purposes?  Yes  No

If not, please specify your country of tax residence.

Australian Tax File Number  OR  Exempt from quoting a tax file number

Exemption details (if applicable)

Residential Address

City/Suburb/Town  State  Postcode  Country

Email Address

Telephone (home) Area code  Number

Telephone (business hours) Area code  Number

Mobile

Fax Area code  Number

**COMPLETE THIS PART IF INDIVIDUAL IS A SOLE TRADER**

Full Business Name (if any)  ABN

Principal Place of Business (if any) (PO Box is NOT acceptable)

City/Suburb/Town  State  Postcode  Country

Email Address

Telephone (home) Area code  Number

Telephone (business hours) Area code  Number

Mobile

Fax Area code  Number

**A2 AUSTRALIAN CORPORATIONS & CORPORATE TRUSTEES**

Full name of the company as registered by ASIC  ABN

Registered Office Address (PO Box is NOT acceptable)

City/Suburb/Town  State  Postcode  Country

Principal Place of Business (if any) (PO Box is NOT acceptable)

City/Suburb/Town  State  Postcode  Country

Main Contact

Email Address

Telephone (business hours) Area code  Number

Fax Area code  Number

Company type

Public - Each Director must also complete A1

Proprietary - Complete Director details below and each Director must also complete A1

How many directors are there?

Each Director's name in full (in capital letters)

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Is the company Australian for tax purposes?  Yes  No

If not, please specify your country of tax residence.

Australian Tax File Number  OR  Exempt from quoting a tax file number

Exemption details (if applicable)

### A3 TRUSTS or SUPER FUND DETAILS

Name of Trust or Fund  Country of establishment

Date of establishment (dd/mm/yy)  ABN

Business name of the Trustee (if any)

Note: Individual trustees must complete A1; corporate trustees must complete A2

Type of trust

Regulated trust (SMSF)

Registered managed investment scheme

Unregistered managed investment scheme with only wholesale clients which do not make small-scale offerings under section 1012E of the Corporations Act 2001

Government superannuation fund

Other

If the 'others' box is ticked, please specify (e.g. family, unit, charitable, estate)

Are you an Australian for tax purposes?  Yes  No

If not, please specify the Trust or Fund's country of tax residence.

Australian Tax File Number  OR  Exempt from quoting a tax file number

Exemption details (if applicable)

NOTE: The Issuer recognises the Trustee(s) only as the investor and not the beneficiary, therefore the trustee(s) details must be given above. However the Issuer is also required to record the individual beneficiary details or, if the terms of the trust identify the beneficiaries by reference to class, the details of the class. Details of the beneficiaries do not need to be completed by SMSFs.

#### BENEFICIARY 1

Name  ABN (if applicable)

#### BENEFICIARY 2

Name  ABN (if applicable)

#### BENEFICIARY 3

Name  ABN (if applicable)

#### BENEFICIARY 4

Name  ABN (if applicable)

Class Details of Beneficiaries

<input type="text"/>
<input type="text"/>
<input type="text"/>

## A4 PARTNERSHIPS

Full Name of the Partnership

Full business name of Partnership registered in any State or Territory (if applicable)

Business of Partnership

Country of Establishment

Date of Establishment

Australian Tax File Number of partnership

OR

Exempt from quoting a tax file number

Exemption details (if applicable)

How many Partners are there?

Each Partner's details (in Capitals)

Full Name

Full Residential Address

Partnership Share

NB: One Partner MUST complete A1.

## SECTION B - ACCOUNT CONTACT DETAILS (Complete only if you wish to provide alternate contact details to those provided in Section A).

Please complete the following if contact details are different from those provided in Section A. In the case of joint investors, please note that unless you indicate otherwise in this section, the Issuer will use the contact details provided in Section A1 for Investor 1 in relation to this application.

We will not accept your financial adviser's address.

Account Designation (optional)

Main Contact

Postal Address

City/Suburb/Town

State

Postcode

Country

Email Address

Telephone (home)

Area code

Number

Telephone (business hours)

Area code

Number

Mobile

Fax

Area code

Number

## SECTION C - INVESTMENT DETAILS (MUST COMPLETE)

### Details of the Units to be purchased:

Series	Issue Price per Unit	Number to be Purchases (minimum of 25,000 units)	Loan Establishment Fee (2.0%, less any waiver of this fee, of the Issue Price per Unit)	Interest Payment Year 1 (8.25% (Series 11), 6.35% (Series 12) or 6.85% (Series 13), less any rebated Advisor Loan Trail Fee,	Total Amount Payable
Example (Series 11 – no rebate of Advisor Loan Trail Fee)	A\$1.00	25,000	[2% - 0%] * A\$1.00 = A\$0.02	[8.25% - 0%] * A\$1.00 = A\$0.0825	A\$[0.1025 x 25,000] = A\$2,562.50
Example (Series 11 – no rebate of Advisor Loan Trail Fee and partial waiver of Loan Establishment Fee)	A\$1.00	25,000	[2% - 1%] * A\$1.00 = A\$0.01	[8.25% - 0.8%] * A\$1.00 = A\$0.0745	A\$[0.0845 x 25,000] = A\$2,112.50
Mast Series 11 (S&P/ASX 200) (Fixed Coupon)	A\$1.00				A\$ [ ] x = A\$
Mast Series 12 (ARC)	A\$1.00				A\$ [ ] x = A\$
Mast Series 13 (ARC) (Fixed Coupon)	A\$1.00				A\$ [ ] x = A\$
<b>Total</b>					<b>= A\$</b>

**For Australian Investors:**

Please tick the box below to advise how your payment will be made.

Direct Debit

Please complete the Bank Account Details in Section D and the Direct Debit Request. A Direct Debit Dishonour Fee will apply if sufficient funds are not available in your nominated account.

Cheque

Please make cheque payable to: "Instreet Structured Investment Pty Ltd Link DPA". You must also complete the Bank Account Details in Section D.

**Set-off of Coupons and Interest Payments (Series 11 & 13 only):**

Set-off Coupons against Interest Payments

Do not set-off Coupons against Interest Payments

If you select "Set-off Coupons against Interest Payments" above, the amount of the fixed Coupon payable at the end of the First Period and Second Period will be set-off against the Interest Payment due on the second and third Interest Payment Dates. Only the difference will be required to be paid (and direct debited from your bank account) on the relevant Interest Payment Date.

If you select "Do not set-off Coupons against Interest Payments", then you are only entitled to the Coupons in respect of the First Period and Second Period if you have prepaid the Interest Payment in respect of the following Period (being the Second Period and Third Period, respectively) at least 14 Business Days prior to the relevant Interest Payment Date.

**SECTION D - BANK ACCOUNT DETAILS (Must complete even if you have selected Cheque)**

All investors must complete this section by providing details of an Australian banking institution for Issuer Buy-Backs. The nominated bank account must be in the name of the Applicant.

Bank Name/Institution

Branch name and address

City/Suburb/Town

State

Postcode

Country

BSB

Account Number

Account Name

**SECTION E - OPERATING AUTHORITY (MUST COMPLETE)**

When giving instructions to us about your investment, please indicate who has authority to operate your account:

INDIVIDUAL/JOINT ACCOUNTS (If no box is ticked, we will assume that both must sign.)

any one can sign  both must sign

COMPANY, TRUST, SUPER FUND ACCOUNTS (If no box is ticked, all future written instructions must be signed by two directors/trustees, director and secretary, or the sole director)

any one can sign  any two can sign  all must sign  OTHERS \_\_\_\_\_

**SECTION F - PRIVACY**

The Issuer may wish to contact you about future investment opportunities that may be of interest. Please tick the box if you do NOT wish to be contacted for this purpose.

I/We do not wish to receive information from the Issuer regarding future investment opportunities

**SECTION G - PROVIDING IDENTIFICATION**

Please note that you are only required to attach proof of identification if you are not investing through an advisor. Refer to Section 2 of "How to complete the Application Form" for details of the required documentation.

I/We confirm I/we have ATTACHED CERTIFIED COPIES of the required proof of identification with this application form for each investor/applicant.

**An Authorised Representative of an AFSL holder can certify the copies required for identification. The advisor should include his/her Signature, Name AFSL and Date.**

## SECTION H - DECLARATIONS

### YOU SHOULD READ THE PDS IN FULL BEFORE MAKING THESE DECLARATIONS AND SIGNING THE EXECUTION PAGE AT THE END OF THIS APPLICATION FORM.

By completing the application form you:

1. declare that you have read and fully understood this PDS.
2. declare that you have read and understood Section 14 "Terms of the Deferred Purchase Agreement" and Section 13 "The Loan Agreement".
3. agree to the collection, use and disclosure of your personal information provided in the application form.
4. declare that you have received this PDS personally, or a printout of it, accompanied by or attached to the application form before signing the form.
5. declare that all information provided in the Application Form or any other information provided in support of the application is true and correct.
6. declare if you have received the PDS from the Internet or other electronic means, that it was received either personally or a printout accompanied the application form before making an application for Units.
7. acknowledge that none of Issuer or any member of their respective groups or any of their directors or associates or any other entity guarantees the performance of or the repayment of capital invested in, or income from the Units.
8. declare that if the Execution Page of this Application Form is signed under power of attorney, you have no knowledge of the revocation of that power of attorney.
9. declare that you have the power to make an investment in accordance with the application.
10. declare that you have read and understood the Direct Debit Request Service Agreement contained in Appendix A.
11. confirm and make the declarations set out in the Direct Debit Request.
12. declare that sole signatories signing on behalf of a company are signing as sole director or as a sole director/secretary of the company.
13. acknowledge that an investment in the Units is subject to risks including possible delays in repayment and possible loss of entire capital invested.
14. agree to be bound by the provisions of the terms and conditions of the Units set out in the PDS, specifically those contained in Section 14 "Terms of the Deferred Purchase Agreement", Section 13 "The Loan Agreement, and as amended from time to time, including but not limited to the representations and warranties included in clause 13.1 of Section 14 "Terms of the Deferred Purchase Agreement".
15. acknowledge that this PDS does not constitute an offer in any jurisdiction in which, or to any person of whom, it would be unlawful to make the offer.
16. declare that if investing as a trustee on behalf of a superannuation fund or trust you are acting in accordance with your designated powers and authority under the trust deed. In the case of superannuation funds, you also confirm that the funds are complying funds under the Superannuation Industry (Supervision) Act.
17. acknowledge that there is an charge over the Hedge, known as the Issuer Charge (described in Section 12 "Additional Information" of the PDS) and you are entitled to the benefit of the Issuer Charge, bound by the terms of the Issuer Charge and must perform all of the obligations and comply with all restrictions and limitations applicable to you under the Issuer Charge. You also acknowledge that the benefit of the Issuer Charge is held by the Security Trustee on trust for you in accordance with the Security Trust Deed (described in Section 12 "Additional Information" of the PDS).
18. acknowledge the Issuer has entered into custodial arrangements with Instreet Investment Limited and that you are aware that the transaction is entered into with a related entity and, to the extent required by law, consent to the terms of the custodial arrangements the entering into such arrangements between the Issuer and Instreet Investment Limited;
19. acknowledge that the Custodian will hold your Units subject to the Fixed Charge in accordance with the terms of the Loan Agreement and the Custody Deed;
20. irrevocably direct and authorise the Lender to draw down the Loan Amount and pay the amount directly to the Issuer in satisfaction of your obligation to pay your Interest Payments;
21. for Series 11 & 13, if set-off of the Coupons against Interest Payments is elected in the Application Form, acknowledge that the Coupons payable to you in respect of the First Period and Second Period will be set-off against the Interest Payments payable by you to the Lender in respect of the Second Period and Third Period;
22. for Series 11 & 13, if set-off of the Coupons against Interest Payments is not elected in the Application Form, acknowledge that you are not entitled to the Coupons payable in respect of the First Period and Second Period unless you have prepaid the Interest Payment in respect of the Second Period and Third Period (respectively) by the day 14 Business Days prior to the relevant Interest Payment Date;
23. irrevocably direct and authorise the payment of the Coupons (if not set-off against Interest Payments), Buy-Back Price, Early Maturity Value and Sale Monies to be paid firstly to the Lender in repayment of the Loan Amount. However, the Lender does not intend to apply the Coupons to the Loan Amount during the Investment Term unless there is an Event of Default under the Fixed Charge.
24. if you fail to pay the Loan Amount, you irrevocably direct and authorise the Custodian to sell the Delivery Assets and apply the proceeds to the Loan Amount;
25. agree and acknowledge that their recourse against the Issuer is limited to the Secured Property only and otherwise they can take no action against the Issuer.
26. agree and acknowledge that the Secured Property under the Issuer Charge will be released to the extent that it is paid to Investors in accordance with the Terms (e.g. as Coupons), when paid to the Hedge Provider in relation to the Hedge and when due and payable to the Issuer, Arranger, your financial advisor or other person in respect of the Advisor Loan Trail Fee, Loan Establishment Fee, Arranger Fee or other fees, costs and expenses payable to them.
27. declare that if investing as a trustee of a trust (Trust) (including acting as trustee for a superannuation fund), you are familiar with the documents constituting the trust (the Trust Documents) (and as amended, if applicable) purporting to establish, and relating to, the Trust and hereby declare and confirm that:
  - a) the Trust and the Trust Documents have been validly constituted and is subsisting at the date of this declaration;
  - b) you will be and are empowered and authorised by the terms of the Trust Documents examined by you to enter into and bind the Trust to the transactions completed by the Terms and this PDS;
  - c) the transactions completed by the Terms and this PDS do or will benefit the beneficiaries of the Trust; and
  - d) you have all the power, authority and discretion vested as trustee to apply for and hold the Units.
28. agree to give further information or personal details to the issuer if it reasonably believes that it is required to meet its obligations under anti-money laundering counter-terrorism or taxation legislation. By making this application, you represent and covenant that the funds you are investing are not the proceeds of crime or money laundering, nor connected with the financing of terrorism. You agree that the Issuer may in its absolute discretion determine not to issue units to you, may cancel any units that have been issued to you or may redeem any units issued to you if the Issuer believes that such action is necessary or desirable in light of its obligations under the Commonwealth Anti-Money Laundering and Counter-Terrorism Financing Act 2006 or any related legislation.
29. irrevocably appoint for valuable consideration the Issuer, its related bodies corporate, its nominees and each of their respective employees whose title includes the word "director" jointly, and each of them severally as my/our true and lawful agent to do (either in my/our name or in the name of the agent):
  - (a) everything necessary or expedient to give effect to or bind you to the Terms, including, but without limitation, filling in any blanks in the Terms and dating and executing the Terms on your behalf, completing or amending any Application Forms (if the Issuer, in its absolute discretion, has accepted the Application Form);
  - (b) necessary or expedient to give effect to, execute, register or enforce the Fixed Charge or Custody Deed;
  - (c) anything which you must do under or in relation to the Terms or any other agreement or arrangement between you and the Issuer relating to the Units (including arranging physical delivery of the Delivery Assets or acting in accordance with the Agency Sale Option);
  - (d) which, in the reasonable opinion of the Issuer, are necessary in connection with
    - (i) payment of any moneys to the Investor;
    - (ii) the Maturity process, including but without limitation, if an Early Maturity Event occurs;
    - (iii) any Issuer Buy-Back;
    - (iv) the Delivery Assets, including but without limitation the delivery or sale of the Delivery Assets;
    - (v) the repayment of the Loan Amount;
    - (vi) the Fixed Charge, including without limitation the enforcement of the Fixed Charge; and
  - (e) anything incidental or necessary in relation to the above (including, but not limited to, appointing any person as sub-agent to do any of the above).
30. indemnify the agent against all claims, losses, damages and expenses suffered or incurred as a result of anything done in accordance with the above agency appointment.
31. acknowledge that all information relating to this Application Form for investment or any subsequent information relating to this investment may be disclosed to any service provider and to your adviser. This authority will continue unless revoked in writing by you.
32. If you use the facsimile or email facility you:
  - a) release, discharge and agree to indemnify the Issuer and their agents, including the registrar and their respective officers from and against all losses, liabilities, actions, proceedings, accounts, claims and demands arising from instructions received under the facility.
  - b) agree that a payment made in accordance with the conditions of the facility shall be in complete satisfaction of all obligations to you for a payment, notwithstanding it was requested, made or received without your knowledge or authority.

## SECTION I - DIRECT DEBIT REQUEST (Complete only if paying by Direct Debit)

This Direct Debit Request includes this page and the next page entitled "Execution Page".

**Important Note:** Bank account name(s) must match the Applicant name(s) in the Application Form attached to the Product Disclosure Statement (PDS) dated 17 October 2011 for Mast Series 11, 12 & 13 and be signed by that person(s). In the case of joint accounts, both signatures are required. If a company or corporate trust is applying, this form must be signed by either the sole director (if there is only one) OR two directors or a director and secretary (if there are two or more).

### Request and authority to debit

I/We:

Surname or Company Name

Given name or ACN / ABN

Postal Address

Surname or Company Name

Given name or ACN / ABN

Postal Address

request and authorise Instreet Structured Investment Pty Limited (ABN 82 140 407 558) Debit User ID:390822 to arrange, through its own financial institution, for any amount that Instreet Structured Investment Pty Limited may properly charge me/us to be debited from my/our nominated account via the Bulk Electronic Clearing System at the financial institution shown below and paid to Instreet Structured Investment Pty Limited, subject to the terms and conditions of the Direct Debit Request Service Agreement in Appendix A of the PDS. The Investment Amount may be deducted at any time from the day you lodge this Application Form to the Commencement Date. You should ensure that sufficient funds are in the nominated account during that time to prevent any dishonour fees.

### Account details

Name of Account

Note: The account name must match the name(s) given in the Application Form contained in the PDS.

Name and Branch of Financial Institution

BSB No.

Account Number

## SECTION J - EXECUTION PAGE

This execution page forms part of the Application Form and the Direct Debit Request.

Acknowledgments

I/We understand and acknowledge that by signing below:

1. I/we have read and understood, and agree to, the terms and conditions governing the direct debit arrangements between me/us and Instreet Structured Investment Pty Limited as set out in this Direct Debit Request and in the Direct Debit Request Service Agreement in Appendix A of the PDS; and
2. I/we make the declarations set out in Section H of this Application Form.

Signatures

Signature of Unitholder 1

Name of Unitholder 1

Date

Address of Unitholder 1

City/Suburb/Town

State

Postcode

Country

Tick capacity - mandatory for companies

Sole Director

Director

Secretary

Signature of Unitholder 2

Name of Unitholder 2

Date

Address of Unitholder 2

City/Suburb/Town

State

Postcode

Country

Tick capacity - mandatory for companies

Sole Director

Director

Secretary

**ADVISER USE ONLY**

Adviser Name (in full)

Adviser Postal Address

City/Suburb/Town

State

Postcode

Country

Adviser Phone (business hours)

Adviser Email

Loan Establishment Fee (Up to 2%) =

Adviser Stamp

Dealer Group Name

Dealer Group Branch (Suburb, State)

Dealer Postal Address

City/Suburb/Town

State

Postcode

Country

Dealer Phone (business hours)

Dealer Group Email

AFS Licence

ABN

## ADVISER AND OFFICE USE ONLY

Know Your Client - Investor Application Sign-off by your Adviser

This form is to be completed by all advisers and returned to the Issuer together with the completed Application Form, Direct Debit Request (if applicable) and required attachments.

1. I confirm the following:
  - (i) The Application Form is completed;
  - (ii) The Direct Debit Request is completed (if applicable);
  - (iii) The Execution Page is completed and signed; and
  - (iv) For trustee applicants (that are not SMSFs), I have received, reviewed and will retain a certified copy of the dated and stamped Trust Deed together with any amendments, or other documents evidencing the terms of the trust. I confirm that under the Trust Deed, the trustee is authorised to enter into and bind the trust to the transactions completed by the Terms and the PDS, including the application for and holding of the Units.
2. I confirm:

That in accordance with the requirements of the AML/CTF Act:

  - (a) The applicant's identity has been verified;
  - (b) The methods and procedures used in relation to the verification and identification of the client have been carried out in accordance with AML/CTF Legislation and Regulations;
  - (c) If requested, the verification and identity record, made in accordance with Section 112(2) of the AML/CTF Act will be made available to the Issuer; and
  - (d) Details of identity document(s) found such as the document number are noted below.

### Applicant 1

Title:  Given Names (in full):  Surname:

Type of Document  Document Number

Expiry Date

Type of Document  Document Number

Expiry Date

### Applicant 2

Title:  Given Names (in full):  Surname:

Type of Document  Document Number

Expiry Date

Type of Document  Document Number

Expiry Date

Signature

Date

Title:  Given Names (in full):  Surname:

Job Title

Organisation

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This is an Issuer Buy-Back Form for Units in the Mast Series Deferred Purchase Agreements identified below in Section B issued by Instreet Structured Investment Pty Ltd ACN 140 407 558 and arranged by Instreet Investment Limited ABN 44 128 813 016 as authorised representative under AFSL 246801. This Issuer Buy-Back Form accompanies the Product Disclosure Statement for the Units in the Series identified below in Section B and any supplementary PDS issued for those Units (PDS).

This form is to be used if you are an investor in the Units and wish to request an Issuer Buy-Back prior to Maturity.

Please see the instructions on how to complete this Form in the PDS.

This Buy-Back Request Form must be received by the Registrar by 2:00 pm in order to be processed that day.

**SECTION A – INVESTOR DETAILS**

I/We hereby apply for the Units issued by Instreet Structured Investment Pty Limited and identified in Section B below to be transferred from me/us to the Issuer.

Name of Seller (if a company, please provide full name and ABN/ACN/ARBN):

Investor account number

(Please contact Instreet on info@instreet.com.au if you do not know your account number)

Address

City/Suburb/Town

State

Postcode

Country

Telephone

**SECTION B – DETAILS OF THE UNITS TO BE SOLD**

<b>Investment Name and Date of PDS*</b>	<b>Number of Units to be sold (This must be greater than or equal to the Minimum Buy-Back Amount.)</b>
Mast Series 11, 12 & 13 Deferred Purchase Agreements	25,000 Units
PDS Dated 17 October 2011	
<b>Please complete:</b>	

\*As set out on the cover of the PDS

**SECTION C – DECLARATIONS & SIGNATURES**

I/We the registered unitholder(s) request the Issuer Buy-Back the Units specified above, subject to the conditions contained in the PDS on which I/we held those Units at the time of signing of this form.

I/We have full legal power to request this Issuer Buy-Back and do so free of any encumbrance or security (whether registered or not).

Dated

Signature of Unitholder 1

Name of Unitholder 1

Date

Tick capacity - mandatory for companies

Sole Director  Director  Secretary

Signature of Unitholder 2

Name of Unitholder 2

Date

Tick capacity - mandatory for companies

Sole Director  Director  Secretary

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# Contact Details

**Issuer:**

Instreet Structured Investment Pty Ltd  
Po Box R380  
Royal Exchange NSW 1225  
Level 34, 50 Bridge Street,  
SYDNEY NSW 2000  
Tel: (02) 8216 0804

**Arranger:**

Instreet Investment Limited  
PO Box R380  
Royal Exchange NSW 1225  
Email: [info@instreet.com.au](mailto:info@instreet.com.au)  
Tel: 1300 954 678  
Fax: (02) 8216 0701

**Registrar:**

Link Market Services Limited  
ABN 54 083 214 537  
Level 12, 680 George Street  
Sydney NSW 2000  
Tel: (02) 8280 7100  
Fax: (02) 9261 8489

**Issuer's Solicitors:**

Baker & McKenzie  
Level 27  
AMP Centre  
50 Bridge Street  
Sydney NSW 2000

**Security Trustee:**

AET Structured Finance Services Pty Ltd  
Level 22  
207 Kent Street  
Sydney NSW 2000

**IN**street



INstreet INvestments Limited can be contacted at Level 34, 50 Bridge Street, Sydney  
NSW 2000 Australia, by telephone +61 2 8216 0804 and email [info@instreet.com.au](mailto:info@instreet.com.au)  
Our web address is [www.instreet.com.au](http://www.instreet.com.au) and if you need to fax +61 2 8216 0701.