SUPER LENDING.

Brochure October 2021

Issued by Bell Potter Capital Limited
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BELL POTTER

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DISCLOSURES

ABOUT BELL FINANCIAL GROUP LTD

Bell Financial Group (BFG) is an ASX listed Australian-based provider of stockbroking, investment and financial advisory services to private, institutional and corporate clients. Operating across 13 offices nationwide, Bell Financial has over 600 employees, including more than 325 experienced advisers, serving over 500,000 active clients with funds under advice exceeding $58.4 billion.

Bell Potter Capital was established in 2006 to broaden and better integrate the services that we provide to our clients. As the private investment markets continue to innovate and evolve we aim to keep pace and provide integrated investment products to our clients.

ABOUT SUPER LENDING

Bell Potter Super Lending is a lending service offered by Bell Potter Capital which has been designed to meet the borrowing requirements of self managed superannuation funds ("SMSF")

DIRECTORY

Lender
Bell Potter Capital Limited
(Bell Potter Capital)
ABN 54 085 797 735
AFSL No. 360 457
www.bellpotter.com.au

Security Trustee
BPC Custody Pty Limited
ACN 006 600 746

Bell Potter Capital does not provide financial product advice and does not provide tax advice.

For further information, or a copy of the Bell Potter Super Lending Brochure, please contact Bell Potter Capital

Bell Potter Capital Limited

Registered office
Level 29, 101 Collins St Melbourne
VIC 3000

Postal address
GPO Box 4718
Melbourne VIC 3001

Telephone
1800 061 327
8.30am to 5pm (Melbourne time)
toll free within Australia

Website
www.bellpotter.com.au

Email
superlending@bellpotter.com.au

1.0 PRODUCT OVERVIEW

Bell Potter's Super Lending product is designed to provide gearing capabilities for Self Managed Superannuation Funds, providing a flexible arrangement for gearing into securities selected from our Approved List.

The Superannuation Industry (Supervision) Act ("SIS Act") generally prohibits SMSF's from borrowing except in certain prescribed ways. Super Lending is designed to fit within the exemptions provided in section 67A of the SIS Act.

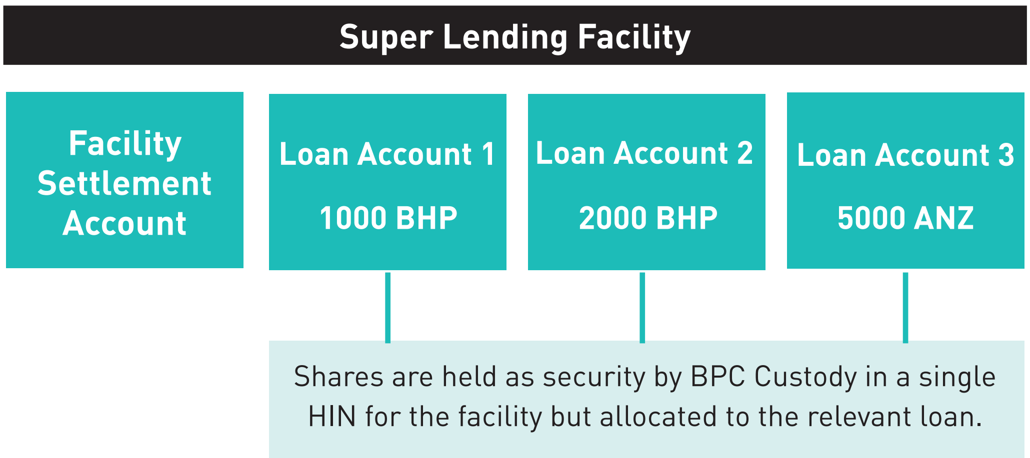
Super Lending is structured to provide multiple loan accounts within the one client facility. There is a Settlement Account to manage initial cash collateral and items such as dividend payments. Each loan account is secured by a separate parcel of shares purchased from a single drawdown of that loan account. Separate loans must be used to purchase shares in different companies or different classes of shares in the same company.

Bell Potter Capital Limited is the lender and its subsidiary BPC Custody Pty Ltd acts as the Security Trustee and will hold the shares separately for each Super Lending Facility. Dividends received will be paid into the Facility Settlement Account.

Once your Super Lending Facility is established, each time you purchase a new parcel of securities a new loan account will be opened for you. You must have available in the Settlement Account sufficient funds to meet the initial contribution for that purchase. When you choose to sell shares you simply place an order with your adviser. If you hold the shares sold as security for multiple loans you can nominate how the sales are to be allocated (e.g. if you own 3 parcels of BHP, each securing a loan, and you sell part of your total BHP holding, you can tell us which loan and which of the 3 parcels you wish to allocate the sells to). If you do not advise us we will allocate the shares at our discretion. If the proceeds of the sale exceed the outstanding amount on that particular loan account the balance will be paid to the Facility Settlement Account.

The Facility Settlement Account is the 'at-call hub' for your facility. It does not form part of the loan security and you are free to transfer surplus funds from this account.

If any of your loan accounts go into margin call you may choose to meet the margin call by making a payment to reduce the loan or by selling some or all of the shares securing that loan. If you do not take sufficient action before the time determined in the margin call, Bell Potter Capital may sell some or all of the shares securing that loan.



Various restrictions arise because of the superannuation law. Once a loan is made you cannot request a further drawdown on that loan facility. We cannot use existing shares as collateral for a loan; it can only be cash. The loans are limited recourse.

2.0 FEATURES AT A GLANCE

FACILITY FEATURES	FACTS, BENEFITS AND RISKS
Order placement	Orders can be placed and executed by your adviser.
No minimums	There are no minimum loans or repayments subject to reasonable use.
Facility Settlement Account	Opened automatically for each facility.
Multiple Loan Accounts	Opened automatically following each purchase.
New share purchases	Can be made at any time provided sufficient funds are available for your contribution in the Facility Settlement Account. A new loan is established for each purchase.
Sales	Where stock is held against more than one loan account you can nominate to which account the sale is allocated. If no nomination is made we will allocate at our discretion.
Extensive Approved List	Current list available at www.bellpotter.com.au
Credit Limit	We will establish an overall credit limit for you facility and you may request a review of that limit at any time.
Fees and charges	No establishment fees. No trust deed review fee. We may charge fees for specific services you request.
Statements	Monthly statements provided for each Loan Account and the Facility Settlement Account.
Custody	Your shares will be held by the security trustee and any dividends will be directed to the Facility Settlement Account. You will receive copies of all transaction documentation in relation to the holding of your securities including dividend statements and corporate actions.
Account management	Designated account managers who will support you with the associated products.

LOAN ACCOUNT	FACTS, BENEFITS AND RISKS
Interest rates	Available at www.bellpotter.com.au
Loan types	Variable only
EFT and BPay	You can direct payments to your Facility Settlement Account and each Loan Account.
Margin Call Buffer	10%
Interest	Can be capitalised to the Loan Account or paid via a direct debit instruction to us.
New loan accounts	If an existing loan account is empty it can be reused for another purchase, otherwise new accounts will be established.

How does Super Lending differ from traditional Margin Lending?

- Existing securities cannot be provided as collateral
- Loan drawdowns can only be provided for security purchases. Once the purchase is settled, no further drawdowns of that loan is permitted.
- Within the one facility a new loan is established for each share purchase made.

ABOUT SUPER LENDING

FEATURE	DETAILS
Super Lending	Super Lending is a specialised form of margin lending designed to meet the requirements of an SMSF. A Super Lending facility may consist of multiple loans each secured separately together with a Facility Settlement Account.
Margin loan	A margin loan is simply a loan account secured by a portfolio of securities. Just as the value of a portfolio will change with market prices, the amount we are prepared to lend against a portfolio will change with market prices.
Limited-recourse	Our Super Lending product is limited recourse. It is still subject to margin calls (as in standard margin lending). In the event a margin call is not fully restored, the Lender has recourse to the assets held as collateral for the loan account – and not to any other assets of the SMSF, nor to other assets of the trustee.
Gearing ratio	Each security on our approved list has a gearing ratio assigned. Often called LVR (loan to value ratio) this is the percentage we apply to the value of each holding to calculate the geared value.
Geared value or Portfolio lending value	We assess the amount we are willing to lend against share holding. It is generally calculated by applying the gearing ratio to the market value of each holding in the portfolio. For brevity on your monthly statements, we use the term geared value. It has the same meaning as loan asset lending value in the Loan Facility Agreement.
Buffer	10% of the geared value. The buffer ensures that small fluctuations in prices will not trigger a margin call.
Margin call	If your loan exceeds the geared value plus the buffer we may require you to take immediate action. Action is usually required within 24 hours. So it is important that you monitor your position.
Term of the facility	There is no fixed term for the facility.
Secured assets also known as collateral	Any securities purchased or held under the facility are held by the Security Trustee as security for the repayment of the loan. You retain beneficial ownership of the securities.
Loan purpose	Each loan must be used to purchase shares.
Purchase and sale of shares	Each new purchase will require its own loan account. Your Adviser can directly execute all trades for you. You may sell part of the loan security at any time. Sale proceeds will first be used to reduce the relevant loan.

3.0 ABOUT SUPER LENDING

IS SUPER LENDING RIGHT FOR YOU?

We strongly recommend you speak to your adviser before entering into a Super Lending facility.

Among other things you should consider and discuss with your adviser:

- Does your SMSF have an investment strategy that specifically includes leverage?
- Does your SMSF trust deed permit borrowing?
- Have you assessed your risk profile and tolerance for risk?
- Do you understand the impact gearing has on your risk profile?
- Do you have realistic financial goals?
- Do you understand how gearing may affect your financial outcomes, especially in a market downturn?
- Do you have a clear understanding of Super Lending and are you prepared should you receive a margin call notice?
- Do you have a good understanding of financial markets?
- Do you understand how to monitor your Super Lending position?
- Have you read this document including the Loan Facility Agreement ?

Impact of gearing

Gearing (borrowing part of the purchase price) magnifies the impact of price changes on the value of the investor's equity. The table below uses a simple example to demonstrate the impact with both rising and falling prices. This example does not take account of any tax effects.

UNGEARED		10% RISE	10% FALL
Market value	$50,000	$55,000	$45,000
Investor's equity	$50,000	$55,000	$45,000
% CHANGE - INVESTOR EQUITY		10% RISE	10% FALL

GEARED		10% RISE	10% FALL
Market value	$100,000	$110,000	$90,000
Gearing ratio	50%	50%	50%
Geared value	$50,000	$55,000	$45,000
Loan balance	$50,000	$50,000	$50,000
Investor's equity	$50,000	$60,000	$40,000
% CHANGE IN INVESTOR EQUITY		20% RISE	20% FALL

Gearing also impacts the income and expenses of your portfolio allowing you to capture a greater flow of dividends offset by the cost of interest. The value of dividends and franking credits may or may not meet the cost of interest.

Margin calls

The following table gives a number of scenarios, which explain the impact of gearing and price changes on each Super Lending loan account within a facility.

In Scenario 1, the facility is in a surplus position however, unlike traditional marging lending, cash advances or further purchase are not permitted.

In Scenario 2, the loan balance exceeds the geared value by less than the buffer. The investor is not required to take action.

In Scenario 3, the investor is in margin call and action is immediately required to restore the facility.

	SCENARIO 1	SCENARIO 2	SCENARIO 2
Market value	$120,000	$98,000	$80,000
Gearing ratio	50%	50%	50%
Geared value	$60,000	$49,000	$40,000
Loan balance	$50,000	$50,000	$50,000
Surplus	$10,000	-$1,000	-$10,000
10% buffer	$6,000	$4,900	$4,000
Surplus+buffer	$16,000	$3,900	-$6,000
Status	In surplus	In buffer	In margin call

You can meet a margin call by reducing the loan balance. Funds to reduce the loan balance can come from selling shares in your facility, moving funds from the Facility Settlement Account or by making payments from outside the facility. More information is available by phoning your Account Manager on 1800 061 327.

How far will my portfolio have to fall before I am in margin call?

For a facility which is fully geared (ie. the loan = the geared value) a decline of 9.1% in the value of the portfolio will bring it into a margin call position.

The table below shows falls in portfolio value that will put the portfolio into a margin call position. This example is simplified for the case of a single stock portfolio.

		CURRENT GEARING		
		40%	50%	60%
	60%	39.4%	24.2%	9.1%
Maximum gearing allowed	50%	27.3%	9.1%	
	40%	9.1%		

UNDERSTANDING RISKS

RISKS

In considering Super Lending you need to consider the risks. Among these risks we highlight that:

- Gearing increases the risk of capital loss.
- If the value of your shares falls sufficiently, you will receive a margin call notice and must then either sell part of your holding or contribute cash to repay part of the loan. Margin calls must usually be met within 24 hours.
- You pay interest on the Super Lending facility and increases in interest rates will increase the amount of interest payable.
- We may reduce the gearing ratios at any time, which may trigger a margin call.
- You may need to sell a security in your portfolio at a time which otherwise does not suit your circumstances. It may for example cause you to realise a capital gain.
- Tax laws may change resulting in an adverse impact on your after-tax position.
- Superannuation and other applicable laws may change and affect the conduct of your facility.

Having established a geared portfolio the following factors tend to increase the risk:

- Lack of liquidity in the underlying stocks.
- A high level of gearing.
- Lack of other financial resources such as income to manage short term price fluctuations.

Having established a Super Lending portfolio the following factors tend to decrease the risk:

- Liquidity.
- A low level of gearing.
- Access to other financial resources.

BENEFITS

- Increase the potential for capital gain through gearing.
- Greater potential access to dividends including franking credits and deferred tax benefits.
- Can repay the debt at any time.

Through gearing, you have the potential to create wealth and meet your financial goals more quickly. In particular, when it forms part of a comprehensive financial plan, gearing can assist to get the right balance of risk and return and to do so in an efficient manner.

Diversification and Managing Risks

Under Superannuation law each loan can only be secured by a holding in a single stock. So, for each loan, you cannot reduce risk by diversification. However, diversification can be achieved by holding multiple stocks within the one facility. The investor can then manage those risks directly.

ESTABLISH A FACILITY

Facility Settlement Account

Each facility will have a Facility Settlement Account, which is a unit in the Bell Financial Trust with its own Account Number and BPay details. The Facility Settlement Account does not form part of the loan security. This account acts as the "at-call hub" for your facility.

- Initial contribution should be paid into the account.
- Sale proceeds in excess of loan repayments will be paid into the account.
- Dividends will be paid to the account, unless required by the lender to reduce a loan.

You can obtain a copy of the Bell Financial Trust Product Disclosure Statement and Target Market Determination free of charge by calling Bell Potter Capital Ltd on 1800 061 327 or visiting www.bellpotter.com.au/bellfinancialtrust

Surplus and deficit

The surplus on your facility is calculated as:

= (Geared Value) minus (Loan)

Where this amount is positive no action is required.

Where the surplus is negative (ie the facility is "in deficit"), you are close to margin call.

If the deficit exceeds the buffer, the loan account is in margin call and you will be required to reduce the loan or sell shares.

Regular payments

You are not required to make regular payments and this gives you the flexibility to manage your cash flow. Please remember though that if you are in margin call you are required to promptly restore the facility. See clause 5.3 of the Loan Facility Agreement.

Interest

Interest is calculated daily on the current loan balance and debited to your account at the end of each month. You may nominate an external account from which this interest can be withdrawn each month. The interest rate is set by Bell Potter Capital and will vary from time to time with underlying market interest rates.

Loan Repayments

Each loan account will be allocated a BSB and Account Number so that you can direct credit funds at your discretion.

Opening your account

Read this document including the Loan Facility Agreement and the accompanying Product Disclosure Statement.

Complete the application form attached to this brochure and return the entire application form to us.

Monitoring your position

With Super Lending it is important that you can monitor and understand your position. To monitor your current position you can:

- speak to your Bell Potter advisor
- look at your position on the web at **www.bellpotter.com.au**
- call your designated account manager on: 1800 061 327.

Monthly statements

You should also review your monthly statement as soon as you receive it.

- Please check that all of your instructions have been accurately implemented and that there are no unauthorised transactions. If you have any questions or concerns please call us on 1800 061 327.
- You should also review your position and consider it against your personal financial objectives. If you have any concerns you should speak to your adviser.

Key differences compared to standard margin lending

- No guarantors.
- Restricted approved list.
- Initial contribution must be cash. Existing share portfolios cannot be used.
- Each new purchase requires a separate loan which is automatically established.
- No recourse to the *borrower*s or their assets, other than the assets held in the Super Lending facility.
- All assets except the Facility Settlement Account are held by the Security Trustee on your behalf.

For SMSFs

Super Lending is a specialised margin lending facility designed to meet the requirements of Self Managed Superannuation Funds, in particular borrowings by SMSFs which are regulated by the SIS Act. We expect the legislative environment may continue to evolve and so issues related to SMSFs are discussed on our website **www.bellpotter.com.au**

If you are a trustee of an SMSF you must ensure that using a Super Lending facility will be permitted by your trust deed and investment mandate.

YOUR AGREEMENT

LOAN FACILITY AGREEMENT

1. Background to the loan facility agreement

The *borrower* has asked the *lender* to make the *facility* available on the terms set out in this document.

2. How the borrower can ask for a loan

2.1 Asking for a loan

The *borrower* may ask the *lender* to make a *loan* by providing, or having a *borrower's representative* provide, a *contract note* for the purchase of *marketable securities* to the *lender*. The *lender* will then advise the *borrower* or the *borrower's representative* of the amount of the *initial contribution* that the *borrower* must contribute for the purchase of the *marketable securities* described in the *contract note*, based on the *lender*'s *loan asset lending value*. The amount of the *loan* will be the difference between the purchase price described in the *contract note* and the *initial contribution*.

2.2 No obligation to make a loan

The *borrower* acknowledges that the *lender* is not obliged to make a *loan*, even if the *borrower* asks for it in accordance with clause 2.1. Without limiting the *lender*'s discretion to refuse a *borrower*'s request, the *lender* may take into account whether the making of the *loan* and the use of the *loan* complies with all applicable law.

2.3 How the lender will make loans to the borrower

If the *lender* agrees to make a *loan*, the *lender* may do so by advancing the amount of the *loan* to the *security trustee* or as directed by the *security trustee*, to fund the purchase by the *security trustee* of *marketable securities*.

The *borrower* agrees that the *lender* can instruct the *security trustee* to purchase the *marketable securities* described in any *contract note* delivered to the *lender*. The *security trustee* will hold the *marketable securities* on trust for the *borrower* as a *loan asset* in accordance with the *security trust deed*.

2.4 The lender may change the credit limit

The *borrower* may only request a *loan* if, after the *loan* is made, the *total amount owing* does not exceed the *credit limit*. The *lender* may change the *credit limit* at any time in its discretion.

2.5 The borrower must make the initial contribution

The *borrower* must ensure it has paid the *initial contribution* into the *Facility Settlement Account* in the amount required by the *lender*, before the *loan* is made.

The *lender* may withdraw the *initial contribution* from the *Facility Settlement Account* at any time without notice and pay the proceeds to the *security trustee*, or as the *security trustee* directs, to fund the purchase by the *security trustee* of *marketable securities*. The *lender* may do this by paying the *initial contribution* into the *borrower*'s *loan* account before the purchase, and then paying the purchase price for the *marketable securities* from that account.

3. Interest and fees

3.1 Interest

The *amount owing* under each *loan* will accrue interest in arrears at the rate the *lender* nominates from time to time in its discretion.

3.2 Fees

The *borrower* must pay fees as the *lender* nominates from time to time in its discretion.

The *borrower* must also pay any fees the *security trustee* nominates from time to time in its discretion.

3.3 Capitalisation

The *lender*, if it chooses, may add any interest or fees payable under this clause in relation to a *loan* to the *amount owing* under that *loan*. The interest or fees will be taken to have been paid on the date that the *lender* does this.

4. Repayment of loans

4.1 Sale of loan asset

If all or any part of the *loan asset* for a *loan* is sold, the *borrower* must ensure that the sale proceeds are used to reduce the *amount owing* under that *loan*.

4.2 The borrower may repay at any time

The *borrower* may repay part or all of a *loan* at any time. If the *borrower* repays only part of a *loan*, the *borrower* must ensure that the remaining *amount owing* under that *loan* exceeds the minimum balance as nominated by the *lender* from time to time.

4.3 The lender can require the borrower to repay at any time

The *lender* can require the *borrower* to repay on demand part or all of a *loan* at any time, whether or not the *borrower* is *in default*. (The *lender* can also require the *borrower* to do so under clause 5.)

4.4 What happens if the borrower does not repay

If the *borrower* does not repay any of a *loan* at the time required by this clause, the *lender* may recover it by exercising the *lender*'s rights under any *super lending document* (for example, by selling the *loan asset* for that *loan* under the *loan security*).

5. Margin call

5.1 When the borrower is in margin call on a loan

The *borrower* is *in margin call* on a *loan* if the sum of the *amount owing* for that *loan* is more than the sum of the *loan asset lending value* and the *buffer* for that *loan*.

5.2 The lender may give a margin call notice

If the *borrower* is *in margin call* and the *lender* requires the *borrower* to take action to rectify this, the *lender* will give a *margin call notice* to the *borrower* specifying the date and time by which the *borrower* must take action. The *lender* will generally require the *borrower* to rectify a *margin call* by 4.30pm Melbourne time on the next *business day* after the *borrower* has received notice that it is *in margin call*, however sometimes the *borrower* will be required to act sooner. It is the *borrower*'s responsibility to ensure that the *borrower*'s contact details for receiving *margin call notice*s are up to date. The *lender* is entitled to rely upon and use the contact details held on the *lender*'s file for the *borrower* in issuing *margin call notice*s to the *borrower*.

5.3 What the borrower must do if it receives a margin call notice

If the *lender* gives the *borrower* a *margin call notice* in relation to a *loan* the *borrower*, by the date and time specified in the *margin call notice*, must ensure that the *amount owing* under that *loan* is reduced to an amount which is not greater than its *loan asset lending value*. The *borrower* may do this by such means as it chooses, including by:

a. repaying part or all of the *amount owing* under that *loan*;

b. asking the *security trustee* to sell part or all of the relevant *loan asset*, and to use the proceeds of sale to repay part or all of the *amount owing* under that *loan*;

c. doing anything else required by the *lender* to ensure that the *borrower* is no longer *in margin call* on that *loan*; or

d. doing more than one of these things.

5.4 What the lender may do if the borrower does not respond to a margin call notice

If the *borrower* does not take the necessary action under clause 5.3 to ensure that it is no longer *in margin call* on a *loan* by the date and time specified in the *margin call notice*, the *lender* may enforce the *loan security* for that *loan*, and sell such part of the relevant *loan asset* as the *lender* believes in its discretion is necessary to make the *amount owing* under that *loan* an amount which is not greater than the relevant *loan asset lending value*.

6. Default

6.1 What the lender may do if the borrower is in default

The *lender* may enforce any *loan security* if the *borrower* is *in default* by:

a. exercising the *lender*'s rights to sell part or all of any *loan asset*;

b. exercising any other right that a holder, secured party, mortgagee, chargee or owner of property similar to the relevant *loan asset* may exercise; or

c. dealing with part or all of the relevant *loan asset* in the same way as the *security trustee* or the *borrower* (or both) could do if the relevant *loan asset* was not subject to a security interest.

The *lender* may take possession of *loan asset*s in order to do this, and do anything else that the *lender* thinks is necessary or desirable to help the *lender* do these things.

6.2 Selling loan asset

If the *borrower* is *in default*, the *lender* may sell part or all of the *loan asset* under the relevant *loan security* at any time and in any way that the *lender* decides.

The *lender* may apply any proceeds of sale of a *loan asset* to reduce the *amount owing* under the relevant *loan*.

7. Making payments

The *borrower* must pay any amount that it has to pay to the *lender* under a *super lending document* as the *lender* directs from time to time:

a. in immediately available funds; and

b. without deduction or withholding for *tax* and without any set-off or counterclaim.

If the *lender* receives a payment toward an *amount owing* (no matter who makes the payment), the *lender* can apply that payment against that *amount owing* as the *lender* sees fit.

The *lender*, if it chooses, can apply any amount in the *Facility Settlement Account* towards payment of an *amount owing*.

8. Information about the borrower

8.1 Basic promises

The *borrower* makes the following promises:

a. All the information in the *application form* is accurate.

b. The *super lending documents* are binding in all respects on the *borrower*.

c. The *borrower* does not act as trustee of any trust, except as disclosed in the *application form*.

d. The *borrower* is not *in default*.

e. No person other than the *security trustee* and the *borrower* has an interest in any *loan asset*.

The *borrower* must do all it can to make sure that these statements remain true on each day until the *amount owing* is repaid in full and the *facility* has been terminated.

8.2 Extra information the borrower must give to the lender

The *borrower* must:

a. give the *lender* on request any relevant information that the *lender* asks for in relation to the *borrower*; and

b. tell the *lender* straight away if it is *in default*.

9. Appointing borrower's representatives

9.1 Borrower's representatives

The *borrower* has appointed the initial *borrower's representatives* in the *application form*.

The *borrower* may change the *borrower's representatives* at any time by notifying the *lender*.

9.2 Scope of borrower's representatives' authority

The *borrower* agrees that each *borrower's representative* may act on its behalf to do anything that it can do under or in connection with the *super lending documents*. Any action that a *borrower's representative* (or a person that the *lender* believes in good faith is a *borrower's representative*) takes on behalf of the *borrower* in relation to any *super lending document* is binding on the *borrower*.

10. Extra provisions relating to the borrower's role as trustee

10.1 Documents are binding

The *borrower* confirms that each *super lending document* binds it in both a personal capacity and in its capacity as trustee of the trust.

10.2 No limit on rights

The *lender* and the *security trustee* may each exercise all its rights, powers and remedies under each *super lending document* as if there were no trust.

10.3 No enquiry about trust administration

The *lender* and the *security trustee* each agrees to deal with the *borrower* without enquiring about its administration of the trust and, in return, the *borrower* indemnifies each of them against loss due to irregularity in the *borrower*'s administration of the trust or not performing a duty in connection with the trust.

10.4 The borrower's warranties

The *borrower* confirms that:

a. it can be indemnified out of the assets of the trust for all liabilities incurred under each *super lending document*;

b. it must not release or prejudice its right to be indemnified out of the assets of a trust;

c. it must ensure that it remains the beneficial owner of its *loan assets* unless it disposes of those *loan assets* in accordance with the *super lending documents*;

d. the *lender* and the *security trustee* can each be subrogated to the *borrower*'s right of indemnity;

e. if the *borrower* is a trustee of a *regulated superannuation fund*, none of:

   (i) the entry into each *super lending document* to which it is a party;

   (ii) any *loan* requested by it; and

   (iii) the purchase of any *loan assets*,

   contravenes the *Superannuation Industry (Supervision) Act 1993 (Cth)* or any other applicable law and is permitted under any investment guidelines applicable to the *borrower*; and

f. it has properly exercised its trust powers and has full authority under the trust to enter into the *super lending documents*.

10.5 Copy of trust documents

A *borrower* must provide the *lender* with a complete and up to date certified copy of the trust deed and other trust documents before it enters into any *super lending document*.

11. Indemnities the borrower gives

The *borrower* agrees to indemnify the *lender* and the *security trustee* and each of their directors, officers, employees and agents against all claims, losses, costs, charges and expenses (including *taxes*) suffered or incurred (whether directly or indirectly) in connection with:

a. preparing, stamping or registering any *super lending document*;

b. any instructions given by the *borrower*, a *borrower's representative* or any other person authorised to act on behalf of any of them (or a person that the *lender* or the *security trustee* believes in good faith is the *borrower*, a *borrower's representative* or any other person authorised to act on behalf of any of them);

c. the *borrower* being *in default*; or

d. the exercise or attempted exercise of rights at law or in equity or under any *super lending document*, whether or not the *borrower* is *in default*.

If a person cannot directly enforce this indemnity for its benefit, the *lender* agrees that it holds the benefit of this indemnity on trust for that person and may enforce it against the *borrower* on behalf of that person.

12. How to give a notice

12.1 Notices to the lender

If the *borrower*, or a *borrower's representative* wishes to give the *lender* a notice or other document or otherwise tell them something, it must be in writing and sent to the *lender* at the address specified below or any other address that the *lender* may notify to the *borrower*. It will not be effective for the purposes of this document if it is not done in this way (unless the *lender* accepts that a particular notice may be given in another way).

Lender

Address:

Level 29, 101 Collins Street

MELBOURNE VIC 3000

Fax number: 03 9256 8765

Email: lending@bellpotter.com.au

Attention: General Manager

12.2 Notices to the borrower

The *lender* may give the *borrower* a notice or other document, or otherwise tell the *borrower* something:

a. by delivering it to the *borrower*, or a *borrower's representative*, personally;

b. by leaving it at, or by sending it by post or facsimile to, the address that the *borrower* last gave to the *lender*;

c. by telephone, using the telephone number that the *borrower* last gave to the *lender*;

d. by posting it on the *Bell Potter website* where it can be accessed by the *borrower* or a *borrower's representative*; or

e. by emailing it to the address that the *borrower* last gave to the *lender*;

f. in any other way that the *borrower* agrees or that is allowed by law.

12.3 Time notice is given

A notice, document or other communication will be taken to have been given and received:

a. if it is given personally – on the date it is received;

b. if it is sent by post – on the date when it would have been delivered in the ordinary course of post;

c. if it is sent by facsimile transmission – on the date on which the machine from which the transmission was sent produces a report indicating that the notice or other document was sent in its entirety to the correct facsimile number;

d. if it is made by telephone – when the person giving the notice reasonably believes that it has been communicated to the *borrower* or a *borrower's representative*; or

e. if it is posted on the *Bell Potter website* – on the earlier of:

   (i) the first date on which the *borrower* or a *borrower's representative* accesses the *Bell Potter website*; and

   (ii) five *business days* after the date on which the notice, document or other communication is posted on the *Bell Potter website*;

f. if it is sent by email – on the date the email message enters the addressee's information system,

even if the *borrower* does not actually receive it. The *borrower* must ensure that the *lender* is able to contact it, or the *borrower's representative*, at all times.

12.4 Borrower to monitor super lending account

The *borrower* must monitor its *super lending account* and check for notices given by the *lender* on a regular basis by accessing the *Bell Potter website* or by contacting the *lender*.

12.5 Nomination by the lender

If this document provides for the *lender* to nominate or specify a matter or thing, the *lender* can nominate or specify it (as the case may be) by notice to the *borrower* or a *borrower's representative* in accordance with this clause 12.

13. Standard terms

13.1 Governing law

This document is governed by the law in force in Victoria.

13.2 Amending the super lending documents

The *borrower* acknowledges that the *lender* may change the *credit limit* at any time. The *borrower* also agrees that the *lender* can change any other term of any *super lending document* by giving the *borrower*, at least 30 days beforehand:

a. a summary of the proposed change; and

b. an opportunity to read the detail of the change (for example, by posting a copy of the change on the *Bell Potter website* or, if the *borrower* asks, by mailing a copy of the change to the relevant person).

The *borrower* agrees to be bound by any such change.

13.3 Recourse limited to loan asset

a. Subject to paragraph (b), the *lender* agrees that it may not take any step to recover from the *borrower* any *amount owing*, including by taking any step to:

   (i) have the *borrower* wound up, or to prove in the winding up of the *borrower* except to the extent necessary to get access to a *loan asset*;

   (ii) obtain a judgment against the *borrower* for the payment of money except to the extent necessary to get access to a *loan asset*; or

   (iii) exercise any right of set-off, right to combine accounts or banker's lien against the *borrower*, except in relation to a *loan asset*.

b. Paragraph (a) does not affect the *lender*'s rights to take steps to recover amounts by exercising its rights at law or under the *super lending documents* in relation to a *loan asset*.

13.4 Assignment

The *borrower* may not dispose of, or create a trust over, its rights or obligations under this document without the *lender*'s consent.

The *lender* may dispose of, or create a trust over, its rights or obligations under this document without telling the *borrower* first, and without the *borrower*'s consent. If the *lender* asks, the *borrower* must promptly execute any document that the *lender* requires to help do this.

13.5 Statements in relation to super lending documents

A statement that the *lender* gives (to the *borrower* or any other person) is conclusive unless clearly wrong on its face. For example, the *lender* can give a statement about:

a. whether the *borrower* is *in margin call*;

b. how much the *borrower* owes or has owed to the *lender* on a specified date;

c. debits and credits made to an *amount owing*; and

d. whether the *borrower* is *in default*.

13.6 Other things the borrower must do

The *borrower* must do anything (including sign any document) that the *lender* reasonably requires to give effect to the transactions contemplated by the *super lending documents*.

14. How to interpret this document

14.1 Dictionary

The following words and expressions have these meanings in this document.

amount owing means, for a *loan* at any time, the principal amount then outstanding under that *loan*, including any amount that the *lender* has added to the *amount owing* under the *loan* in accordance with the *super lending documents*, plus any accrued but unpaid interest and any other *amount owing* under the *super lending documents* in relation to that *loan*.

application form means the form that the *borrower* completed (or, where the context requires, is to complete) to ask the *lender* to enter into the *super lending documents*.

ASX means the ASX Limited ACN 008 624 691.

authorised broker means any broker which the *borrower* has notified the *lender* is authorised by the *borrower* to provide *contract notes* for settlement by the *lender* (until the *borrower* notifies the *lender* otherwise).

6.0 LOAN FACILITY AGREEMENT

borrower's representative means:

a. each person listed as an authorised representative in the *application form*, unless the *borrower* tells the *lender* that the person is no longer a *borrower's representative*;

b. each authorised broker; and

c. any other person the *borrower* tells the *lender* is a *borrower's representative*.

Bell Potter website means that section of the *Bell Potter website* (currently www.bellpotter.com.au) from which the *borrower* can access details about super lending.

borrower means the person described as such in the *application form*.

buffer means, for a *loan*, the amount nominated by the *lender* from time to time.

business day means a day on which banks are open for general banking business in Melbourne and trading is conducted on the Australian Securities Exchange.

Corporations Act means the Corporations Act 2001 (Cth).

contract note means a document setting out the details of a proposed purchase of *marketable securities*, which includes the settlement date for the purchase, a description of the *marketable securities*, the number of *marketable securities* to be purchased and the purchase price.

credit limit means the maximum amount that the *lender* is prepared to lend to the *borrower* under the *super lending document*s, as notified by the *lender* to the *borrower*.

facility means the Bell Potter super lending *facility* provided under the *super lending document*s.

Facility Settlement Account means a unit in the Bell Financial Trust (ARSN 164 391 119) established in connection with the *Borrower*'s super lending *facility*.

in default means a circumstance where:

a. any amount which is owing by the *borrower* under a *super lending document* is not paid on time;

b. the *borrower* fails to take appropriate action in response to a *margin call notice*;

c. the *borrower* breaches any other provision of any *super lending document*;

d. any statement or confirmation that the *borrower* makes in any *super lending document* is or becomes incorrect or misleading;

e. the *borrower* is or becomes bankrupt, or any event occurs or any step is taken that might result in the *borrower* being bankrupt;

f. the *borrower* is in liquidation or provisional liquidation or under administration or has a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property (or any step is taken to do any of these things);

g. the *borrower* is taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

h. the *borrower* dies or becomes a person who the *lender* thinks is incapable of managing his or her affairs;

i. any clause in any *super lending document* is or becomes ineffective in any way, or is not registered or stamped in the way the *lender* requires;

j. the *borrower* acts as trustee of any trust and has not disclosed this to the *lender*;

k. the *borrower* acts as trustee of a trust, and retires, is removed or suspended; or

l. a trust on which the *security trustee* holds *loan asset*s terminates or fails, or the *borrower* claims that this has occurred.

in margin call has the meaning described in clause 5.1.

initial contribution means the funds which the *borrower* must invest in its *Facility Settlement Account* as its *initial contribution* towards the purchase by the **security trustee** of the *loan asset* for a *loan*.

lender means Bell Potter Capital Limited ACN 085 797 735.

loan means a *loan* made or to be made under this document.

loan asset means for a *loan*:

a. any marketable security that the *security trustee* purchases wholly or partly using that *loan*, from the time of the purchase; and

b. any *new rights* in respect of the *marketable securities* described in paragraph (a) from the time the *security trustee* becomes entitled to them.

loan asset lending value means, for a *loan*, the proportion of the value of the *loan asset* or proposed *loan asset* for that *loan* that the *lender* is prepared to fund or continue funding from time to time, as notified to the *borrower*.

loan security means, for a *loan*, the security interest granted by the *security trustee* in favour of the *lender* over the *loan asset* for that *loan*.

loan security deed means the document of that title under which the *security trustee* grants the *loan security*.

margin call notice means a notice given by the *lender* under clause 5.2.

marketable security means:

a. shares and interests in a managed investment scheme that are quoted on the ASX or on a foreign exchange;

b. unquoted shares and interests in a managed investment scheme;

c. rights or options in or in respect of shares or interests in a managed investment scheme;

d. debentures, bonds, bills of exchange, certificates of deposit and promissory notes;

e. applications for shares, interests in a managed investment scheme and other rights the subject of a disclosure document or product disclosure statement under the Corporations Act; and

f. anything else the *lender* nominates as a marketable security for the purposes of this definition.

new rights means any present or future right in respect any marketable security that results from:

a. any substitution, conversion, redemption, forfeiture, cancellation, reclassification, consolidation or subdivision of that marketable security; or

b. a reduction of capital, liquidation or scheme of arrangement.

regulated superannuation fund has the meaning given in the Superannuation Industry (Supervision) Act 1993 (Cth).

security trustee means BPC Custody Pty Limited ACN 006 600 746, or any other person that the *lender* nominates.

security trust deed means the security trust deed executed by the *security trustee* under which it undertakes to hold property, including the *loan asset* for each *loan*, on trust in connection with the *facility*.

super lending account means the account the *lender* opens on the *borrower*'s behalf that records transactions on the *facility*.

super lending document means:

a. this document;

b. the *application form*;

c. the *security trust deed*;

d. the *loan security* deed;

e. each other document or agreement contemplated by or required in connection with any of the above or the transactions which they contemplate; and

f. each document or agreement that amends, supplements, novates, restates or replaces any of them.

tax means a *tax* or duty, however imposed and by whatever name called, including any additional or penalty *tax* or duty.

total amount owing means, at any time, the sum of:

a. the *amount owing* under each *loan*; and

b. any other amounts (including accrued but unpaid interest) that are owing by the *borrower* to the *lender* or the *security trustee* under any *super lending document* (unless they have been added to the *amount owing* under a *loan*).

14.2 If there is more than one borrower

If the *borrower* is made up of more than one person:

a. the *borrower*'s obligations in relation to the *super lending documents* and each *amount owing* under a *loan* apply to each of those persons individually and to any two or more of them together;

b. if any one or more of those persons exercise a right under any *super lending document*, the rest of them will be bound as well;

c. if the *lender* or the *security trustee* deals with any of those persons, it will be taken to have dealt with all of them; and

d. in all other respects, a reference to the *borrower* in any *super lending document* is a reference to those persons individually.

14.3 Other references in this document

In this document:

a. a reference to any legislation is a reference to:

(i) that legislation and to regulations and other rules made under it; and

(ii) any legislation, regulation or other rule which replaces any of them;

b. a reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

c. a word indicating the singular also indicates the plural and vice versa, and a word indicating any gender also indicates each other gender;

d. if a word or expression is given a particular meaning, another part of speech or grammatical form of that word or expression has a corresponding meaning;

e. a reference to anything (including a right, obligation or concept) includes each part of it;

f. if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;

g. a person includes an individual, a corporation, a partnership, an association or a government agency; and

h. a reference to "$" is to Australian dollars.

Headings are for convenience only and do not affect the meaning of this document.

14.4 Effect of legislation

Under this document, any legislation that adversely affects any of the *borrower*'s obligations, or exercise of a right or remedy by the *lender* or the *security trustee*, is excluded to the full extent permitted by law.

14.5 Dispute Resolution

Lodging a Complaint

You can lodge a complaint by doing one of the following:

By Phone:	Contact your Account Manager on 1800 061 327
By Email:	BPC@bellpotter.com.au
By Post:	Head of Products Bell Potter Capital Ltd GPO Box 4718 MELBOURNE VIC 3001

What happens once you have lodged a complaint?

We will acknowledge receipt of your complaint, normally by the next business day and we aim to resolve your complaint as quickly as possible. More detailed information about our Internal Dispute Resolution policy is available at www.bellpotter.com.au.

What if the issue is not resolved?

If you are not happy with our response, you can lodge your complaint with the Australian Financial Complaints Authority (AFCA). AFCA is the external dispute resolution scheme established by the Commonwealth Government to provide independent financial services complaint resolution that is free to consumers.

AFCA's contact details are:

Australian Financial Complaints Authority

Website:	www.afca.org.au
Phone:	1800 931 678 (free call)
Email	info@afca.org.au
Postal Address:	Australian Financial Complaints Authority GPO Box 3 MELBOURNE VIC 3001