



Self Funding Instalments

Product Disclosure Statement – Part 1



PDS Part 1– Key commercial terms

RBS Group (Australia) Pty Limited: ABN 78 000 862 797, AFSL: 247013

20 June 2011

PDS 1 – Summary

This PDS offers one or more Series of Self Funding Instalments (“Self Funding Instalments”) to be traded on the ASX Limited (ASX) over Shares as specified in PDS Part 1 issued by RBS Group (Australia) Pty Limited (“RBS”) (the Warrant Issuer) during the currency of this PDS.

Potential investors should read the entire PDS (that is, both PDS Part 1 and PDS Part 2), before making any investment decision. PDS Part 2 should be read and construed in conjunction with PDS Part 1 for each Series of Self Funding Instalments.

The key commercial terms of the Self Funding Instalments offered under this PDS, including the details of the Underlying Entities’ Shares, Expiry Date, ASX codes and initial Instalment Payment are set out in PDS Part 1 for the Series and may be adjusted in accordance with the Trust Deed. For each new Series of Self Funding Instalments,

PDS Part 1 will be re-issued and must be read in conjunction with PDS Part 2. Please note that the information in PDS Part 1 is correct as at the date of the PDS, but may vary thereafter in accordance with the terms. For example, the Instalment Payment, Stop Loss Level and Interest Rate will vary throughout the life of the Self Funding Instalments. Please contact your financial advisor or RBS on 1800 450 005 for current figures.

PDS Part 2 sets out the general information relevant to the Self Funding Instalments, including the offer description, risks and benefits associated with the Self Funding Instalments, tax considerations, description of the Warrant Issuer and a copy of the Trust Deed.

The meaning of some terms appearing in this PDS is explained in the “Glossary” in Section 10 of PDS Part 2.

Summary of Self Funding Instalments

Self Funding Instalments enable investors to gain the major benefits of Share ownership, being the benefits of full Dividends and franking credits as well as exposure to the underlying Share price movement, for only partial payment of the underlying Share price. The balance of the Share price is considered a loan from the Issuer, RBS, and is referred to as an Instalment Payment, which is a limited recourse loan and is an optional payment. Self Funding Instalments are slightly different to regular instalment warrants. Once the First Payment is made (around 50% of the underlying Share price value at the time of issue), the Dividends are normally applied to reduce the outstanding Instalment Payment (Loan Amount). Any fully franked Dividends are therefore not paid through directly to the investor in cash, although the Holder receives the benefit of the Dividends due to the reduction in the Loan Amount. Where applicable, Holders will retain the benefit of any franking credits attached to any Dividends paid.

In addition, a Stop Loss Level is set for each Self Funding Instalment before it is issued. The Stop Loss Level is set at a certain level above the Instalment Payment. Once the Stop Loss Level is reached, this triggers a Stop Loss Event and your Self Funding Instalments will be suspended from trading whilst RBS determines the Remaining Value. If the Remaining Value is a positive amount, the Self Funding Instalments will resume trading at 2:00pm (Sydney time) on the Trading Day immediately following the day on which the affected Self Funding Instalments are suspended. Trading will continue until close of trading on the following Business Day. Thereafter, the affected Self Funding Instalment will then terminate and RBS will pay you the Remaining Value per Self Funding Instalment if it is a positive amount. If the Remaining Value is a negative amount, the Self Funding Instalment will expire worthless, and you will have lost your initial contribution but you will not be required to make any further payments to RBS.

For further information on the Stop Loss Event, please see Section 3(i) "Frequently asked questions".

The Interest Amount will be calculated based on a variable Interest Rate on a daily basis. The Interest Amount will be paid by way of a drawdown of additional funds which will be added to the Loan Amount on a daily basis. The Interest Rate may be obtained by contacting RBS on 1800 450 005.

One of the benefits of Self Funding Instalments is the "set and forget" structure. No administration is required by the Holder during the Investment Term (subject to a Tax File Number (TFN) / Australian Business Number (ABN) being provided) as the Dividends paid generally reduce the Instalment Payment (please refer to Section 4 of Part 2 of the PDS "Withholding Tax") and the daily Interest Amount drawdowns against the Loan Amount are done automatically for you by RBS.

Self Funding Instalments are particularly beneficial for medium to long term investment in Shares which pay high, fully franked Dividends. Whilst there is no administration required during the Investment Term, the investment should be reviewed in line with the underlying Share investment.

The Share registry will notify investors of Dividend and franking credit details and at the end of the financial year RBS will provide details of the Interest Amount in a written statement.

Self Funding Instalments are suitable for investors seeking:

- Share investing utilising gearing;
- tax effective solutions;
- gearing within a Self Managed Superannuation Fund; and/or
- long-term "set and forget" investment for 10 years;

Please see over for details of the Self Funding Instalment issue.

PDS Part 1 – Key commercial terms

Issuer:	RBS Group (Australia) Pty Limited
Date of PDS 1:	20 June 2011
Date of PDS 2:	5 February 2009
Registrar:	Link Market Services Limited
Offer Open Date for New Self Funding Instalments:	20 June 2011
Offer Closing Date:	4 February 2019
Expiry Date:	4 February 2019
Exercise Style:	American
Indicative Interest Rate:	9.23%
Minimum Application Amount:	\$10,000.00
Stop Loss reset:	Monthly

To obtain the current Interest Rate, please contact your financial advisor or the warrants team on 1800 450 005. Details are also available at www.rbs.com.au/warrants.

Summary table of Existing Self Funding Instalments

Please note that the information in the table below is valid only on the date of this PDS and is thereafter varied in accordance with the Terms. The current Instalment Payment and Stop Loss Level can be obtained by contacting your financial advisor or RBS on **1800 450 005**. It is also available from www.rbs.com.au/warrants.

ASX Code	Underlying Entity	Issue Date	Initial Instalment Payment	Initial Stop Loss Level	Issue Size
AMPSZX	AMP Limited	5-Feb-09	\$ 2.6000	\$ 2.86	2,000,000
ANZSZX	Australia and New Zealand Banking Group Limited	5-Feb-09	\$ 7.0000	\$ 7.70	1,000,000
ASXSZX	ASX Limited	5-Feb-09	\$ 13.5000	\$ 14.85	1,000,000
BHPSZX	BHP Billiton Limited	5-Feb-09	\$ 14.0000	\$ 15.40	1,000,000
CBASZX	Commonwealth Bank of Australia	5-Feb-09	\$ 15.0000	\$ 16.50	1,000,000
CSLSZX	CSL Limited	5-Feb-09	\$ 17.5000	\$ 19.25	1,000,000
CWNSZX	Crown Limited	5-Feb-09	\$ 2.8600	\$ 3.15	1,000,000
DJSSZX	David Jones Limited	5-Feb-09	\$ 1.1500	\$ 1.27	1,000,000
FGLSZX	Foster's Group Limited	5-Feb-09	\$ 2.7500	\$ 3.03	1,000,000
LEISZX	Leighton Holdings Limited	5-Feb-09	\$ 8.2500	\$ 9.08	1,000,000
LLCSZX	Lend Lease Corporation Limited	5-Feb-09	\$ 3.5000	\$ 3.85	1,000,000
MAPSZX	Macquarie Airports	5-Feb-09	\$ 1.1000	\$ 1.21	1,000,000
MQGSZX	Macquarie Group Limited	5-Feb-09	\$ 12.5000	\$ 13.75	1,000,000
NABSZX	National Australia Bank Limited	5-Feb-09	\$ 10.0000	\$ 11.00	1,000,000
NCMSZX	Newcrest Mining Limited	5-Feb-09	\$ 15.0000	\$ 16.50	1,000,000
ORGSZX	Origin Energy Limited	5-Feb-09	\$ 7.0000	\$ 7.70	1,000,000
QANSZX	Qantas Airways Limited	5-Feb-09	\$ 1.2500	\$ 1.38	2,000,000

ASX Code	Underlying Entity	Issue Date	Initial Instalment Payment	Initial Stop Loss Level	Issue Size
QBESZX	QBE Insurance Group Limited	5-Feb-09	\$ 12.0000	\$ 13.20	3,000,000
RIOSZX	RIO Tinto Limited	5-Feb-09	\$ 20.0000	\$ 22.00	1,000,000
STWSZX	SPDR S&P/ASX 200 Fund	5-Feb-09	\$ 17.0000	\$ 18.70	500,000
SUNSZX	Suncorp-Metway Limited	5-Feb-09	\$ 4.0000	\$ 4.40	1,000,000
TAHSZX	TABCORP Holdings Limited	5-Feb-09	\$ 3.5000	\$ 3.85	1,000,000
TLSSZX	Telstra Corporation Limited	5-Feb-09	\$ 2.0000	\$ 2.20	5,000,000
TOLSZX	Toll Holdings Limited	5-Feb-09	\$ 2.7500	\$ 3.03	1,000,000
WBCSZX	Westpac Banking Corporation	5-Feb-09	\$ 8.0000	\$ 8.80	1,000,000
WDCSZX	Westfield Group	5-Feb-09	\$ 6.2500	\$ 6.88	1,000,000
WORSZX	WorleyParsons Limited	5-Feb-09	\$ 6.5000	\$ 7.15	1,000,000
WOWSZX	Woolworths Limited	5-Feb-09	\$ 13.5000	\$ 14.85	1,000,000
WPLSZX	Woodside Petroleum Limited	5-Feb-09	\$ 17.0000	\$ 18.70	1,000,000
AXASZW	AXA Asia Pacific Holdings Limited	5-Mar-09	\$ 1.5000	\$ 1.65	1,000,000
MQGSZW	Macquarie Group Limited	5-Mar-09	\$ 8.0000	\$ 8.80	1,000,000
WESSZX	Wesfarmers Limited	5-Mar-09	\$ 9.0000	\$ 9.90	1,000,000
CCLSZX	Coca-Cola Amatil Limited	9-Apr-09	\$ 4.1000	\$ 4.51	1,000,000
COHSZX	Cochlear Limited	9-Apr-09	\$ 25.0000	\$ 27.50	1,000,000
OSHSZX	Oil Search Limited	9-Apr-09	\$ 2.6000	\$ 2.86	1,000,000
STOSZX	Santos Limited	9-Apr-09	\$ 25.0000	\$ 9.35	1,000,000
AGKSZX	AGL Energy Limited	16-Apr-09	\$ 8.0000	\$ 8.80	1,000,000
BXBSZX	Brambles Limited	16-Apr-09	\$ 2.7500	\$ 3.03	1,000,000
SFYSZX	SPDR S&P/ASX 50 Fund	20-Apr-09	\$ 19.0000	\$ 20.90	300,000
TTSSZX	Tatts Group Limited	13-May-09	\$ 1.4500	\$ 1.59	1,000,000
UGLSZX	United Group Limited	21-May-09	\$ 4.9000	\$ 5.63	1,000,000
ASXSZW	ASX Limited	30-Jun-09	\$ 17.50	\$ 19.25	1,000,000
BHPSZW	BHP Billiton Limited	30-Jun-09	\$ 17.00	\$ 18.70	1,000,000
CBASZW	Commonwealth Bank Limited	30-Jun-09	\$ 18.50	\$ 20.35	1,000,000
LEISZW	Leighton Holdings Limited	30-Jun-09	\$ 11.00	\$ 12.10	1,000,000
LLCSZW	Lend Lease Corporation	30-Jun-09	\$ 3.80	\$ 4.18	1,000,000
RIOSZW	Rio Tinto Limited	30-Jun-09	\$ 26.00	\$ 28.60	1,000,000
SHLSZX	Sonic Healthcare	30-Jun-09	\$ 6.00	\$ 6.60	1,000,000
SLFSZX	SPDR S&P/ASX200 Listed Property Fund	30-Jun-09	\$ 3.50	\$ 3.85	250,000
WBCSZW	Westpac Banking Corporation	30-Jun-09	\$ 10.00	\$ 11.00	1,000,000
ANZSZW	Australia and New Zealand Banking Group Limited	14-Aug-09	\$ 10.50	\$ 11.55	2,000,000
CSRSZX	CSR Limited	14-Aug-09	\$ 1.00	\$ 1.15	2,000,000
HSPSZX	Healthscope Limited	14-Aug-09	\$ 2.25	\$ 2.59	2,000,000
MGRSZX	Mirvac Group	14-Aug-09	\$ 0.60	\$ 0.72	4,000,000
NABSZW	National Australia Bank Limited	14-Aug-09	\$ 13.50	\$ 14.85	2,000,000

ASX Code	Underlying Entity	Issue Date	Initial Instalment Payment	Initial Stop Loss Level	Issue Size
NWSSZX	News Corporation	14-Aug-09	\$ 8.00	\$ 8.80	2,000,000
STWSZW	SPDR S&P/ASX200 Fund	14-Aug-09	\$ 24.50	\$ 26.95	1,000,000
WESSZW	Wesfamers Limited	14-Aug-09	\$ 13.50	\$ 14.85	2,000,000
CBASZV	Commonwealth Bank of Australia	2-Sep-09	\$ 26.00	\$ 28.60	2,000,000
CCLSZW	Coca-Cola Amatil Limited	2-Sep-09	\$ 5.50	\$ 6.05	2,000,000
HVNSZX	Harvey Norman Holdings Limited	2-Sep-09	\$ 1.60	\$ 1.84	2,000,000
MQGSZV	Macquarie Group Limited	2-Sep-09	\$ 26.00	\$ 28.60	2,000,000
SUNSZW	Suncorp-Metway Limited	2-Sep-09	\$ 4.00	\$ 4.40	2,000,000
UGLSZW	United Group Limited	2-Sep-09	\$ 8.00	\$ 8.80	2,000,000
WBCSZV	Westpac Banking Corporation	2-Sep-09	\$ 14.00	\$ 15.40	2,000,000
WDCSZW	Westfield Group	2-Sep-09	\$ 7.50	\$ 8.25	2,000,000
WPLSZW	Woodside Petroleum Limited	2-Sep-09	\$ 27.00	\$ 29.70	2,000,000
MIGSZX	Macquarie Infrastructure Group	17-Sep-09	\$ 0.80	\$ 0.88	5,000,000
BXBSZW	Brambles Limited	8-Oct-09	\$ 4.50	\$ 5.18	1,000,000
CPUSZX	Computershare Limited	8-Oct-09	\$ 6.00	\$ 6.90	500,000
LLCSZV	Lend Lease Corporation Limited	8-Oct-09	\$ 6.00	\$ 6.90	500,000
TCLSZX	Transurban Group	8-Oct-09	\$ 2.10	\$ 2.42	500,000
TOLSZW	Toll Holdings Limited	8-Oct-09	\$ 4.20	\$ 4.83	1,000,000
AOESZX	Arrow Energy Limited	27-Nov-09	\$ 2.12	\$ 2.54	1,000,000
BHPSZV	BHP Billiton Limited	27-Nov-09	\$ 22.00	\$ 24.20	1,000,000
BXBSZV	Brambles Limited	27-Nov-09	\$ 3.50	\$ 3.85	1,000,000
COHSZW	Cochlear Limited	27-Nov-09	\$ 31.20	\$ 34.32	50,000
DJSSZW	David Jones Limited	27-Nov-09	\$ 3.00	\$ 3.30	500,000
RIOSZV	Rio Tinto Limited	27-Nov-09	\$ 36.00	\$ 39.60	750,000
SFYSSW	SPDR S&P/ASX 50 Fund	27-Nov-09	\$ 23.50	\$ 25.85	500,000
SHLSZW	Sonic Healthcare Limited	27-Nov-09	\$ 7.50	\$ 8.25	300,000
TAHSZW	TABCORP Holdings Limited	27-Nov-09	\$ 4.00	\$ 4.40	500,000
TCLSZW	Transurban Group	27-Nov-09	\$ 3.00	\$ 3.30	200,000
WE3SZY	Wesfarmers Limited	27-Nov-09	\$ 15.00	\$ 16.50	75,000
IAGSZX	Insurance Australia Group Limited	22-Jan-10	\$ 1.93	\$ 2.22	1,500,000
AMPSZW	AMP Limited	28-Jan-10	\$ 3.25	\$ 3.58	1,500,000
ANZSZV	Australia and New Zealand Banking Group Limited	28-Jan-10	\$ 12.50	\$ 13.75	1,000,000
JBHSZX	JB Hi-Fi Limited	28-Jan-10	\$ 11.00	\$ 12.65	150,000
ORGSZW	Origin Energy Limited	28-Jan-10	\$ 9.00	\$ 9.90	500,000
SLFSZW	SPDR S&P/ASX 200 Listed Property Fund	28-Jan-10	\$ 4.50	\$ 4.95	200,000
STWSZV	SPDR S&P/ASX 200 Fund	03-Mar-10	\$ 32.00	\$ 35.20	1,000,000
PPTSZX	Perpetual Limited	16-Mar-10	\$ 18.50	\$ 20.35	35,000
MYRSZX	Myer Holdings Limited	16-Mar-10	\$ 1.80	\$ 2.07	500,000
CBASZU	Commonwealth Bank of Australia	16-Mar-10	\$ 30.50	\$ 33.55	1,000,000
DJSSZV	David Jones Limited	16-Mar-10	\$ 2.60	\$ 2.86	500,000
LLCSZU	Lend Lease Group	16-Mar-10	\$ 4.50	\$ 4.95	350,000
TLSSZW	Telstra Corporation Limited	16-Mar-10	\$ 1.50	\$ 1.65	5,000,000
TOLSZV	Toll Holdings Limited	16-Mar-10	\$ 3.75	\$ 4.31	750,000
WDCSZV	Westfield Group	16-Mar-10	\$ 6.50	\$ 7.15	1,000,000

ASX Code	Underlying Entity	Issue Date	Initial Instalment Payment	Initial Stop Loss Level	Issue Size
WESSZV	Wesfarmers Limited	16-Mar-10	\$ 17.50	\$ 19.25	500,000
WORSZV	WorleyParsons Limited	16-Mar-10	\$ 13.50	\$ 14.85	200,000
WPLSZV	Woodside Petroleum Limited	16-Mar-10	\$ 22.80	\$ 25.08	250,000
SGPSZX	Stockland	26-Mar-10	\$ 2.20	\$ 2.64	1,000,000
ORISZX	Orica Limited	5-May-10	\$ 13.50	\$ 14.85	236,000
PRYSZX	Primary Health Care Limited	5-May-10	\$ 2.15	\$ 2.37	902,000
MTSSZX	Metcash Limited	5-May-10	\$ 2.00	\$ 2.20	943,000
BHPSZU	BHP Billiton Limited	24-May-10	\$ 18.50	\$ 20.35	2,500,000
WBCSZU	Westpac Banking Corporation	24-May-10	\$ 11.50	\$ 12.65	1,500,000
UGLSZV	UGL Limited	24-May-10	\$ 6.90	\$ 7.59	150,000
TOLSZU	Toll Holdings Limited	24-May-10	\$ 3.20	\$ 3.52	850,000
STWSZU	SPDR S&P/ASX 200 Fund	24-May-10	\$ 21.00	\$ 23.10	1,000,000
STOSZW	Santos Limited	24-May-10	\$ 6.20	\$ 6.82	850,000
RIOSZU	Rio Tinto Limited	24-May-10	\$ 31.50	\$ 34.65	550,000
LEISZU	Leighton Holdings Limited	24-May-10	\$ 17.00	\$ 18.70	175,000
HDFSZX	Hastings Diversified Utilities Fund	9-June-2010	\$ 0.70	\$ 0.84	1,000,000
QBESZW	QBE Insurance Group Limited	26-July-2010	\$ 9.00	\$ 9.90	1,000,000
CPUSZW	Computershare Limited	26-July-2010	\$ 5.00	\$ 5.50	350,000
OZLSZX	OZ Minerals Limited	10-Sep-2010	\$ 0.75	\$ 1.34	1,000,000
SKISZX	Spark Infrastructure Group	16-Sep-2010	\$ 0.75	\$ 0.90	900,000
FWDSZX	Fleetwood Corporation Limited	21-Sep-2010	\$ 6.00	\$ 6.60	250,000
EQNSZU	Equinox Minerals Limited	21-Oct-2010	\$ 3.10	\$ 3.57	375,000
HVNSZW	Harvey Norman Holdings Limited	29-Oct-2010	\$ 1.35	\$ 1.49	500,000
MAPSZW	MAp Group	29-Oct-2010	\$ 1.50	\$ 1.65	900,000
QRNSZX	Qr National Limited	25-Nov-2010	\$ 1.35	\$ 1.49	2,000,000
AMCSZX	Arcor Limited	8-Dec-2010	\$ 3.25	\$ 3.58	1,000,000
BOQSZX	Bank of Queensland Limited	8-Dec-2010	\$ 5.90	\$ 6.49	200,000
DOWSZX	Downer EDI Limited	8-Dec-2010	\$ 2.30	\$ 2.53	200,000
DUESZX	Duet Group	8-Dec-2010	\$ 0.90	\$ 0.99	500,000
GFFSZX	Goodman Fielder Limited	8-Dec-2010	\$ 0.70	\$ 0.77	1,000,000
RMDSZX	ResMed Inc.	8-Dec-2010	\$ 1.70	\$ 1.87	1,000,000
WANSZX	West Australian Newspapers Holdings Limited	8-Dec-2010	\$ 3.35	\$ 3.69	150,000
IHDSZX	iShares S&P/ASX High Dividend	9-Feb-2011	\$ 7.50	\$ 8.25	500,000
SYISZX	SPDR MSCI Australia Select High Dividend Yield Fund	9-Feb-2011	\$ 12.40	\$ 13.64	500,000
AIOSZX	Asciano Limited	15-Feb-11	\$ 0.80	\$ 0.88	6,000,000
CPASZX	Commonwealth Property Office Fund	15-Feb-11	\$ 0.44	\$ 0.48	6,000,000
BLYSZX	Boart Longyear Limited	15-Feb-11	\$ 2.20	\$ 2.42	2,000,000
AGKSZU	AGL Energy Limited	4-Mar-11	\$ 7.30	\$ 8.03	300,000
AXASZU	AXA Asia Pacific Holdings Limited	4-Mar-11	\$ 3.20	\$ 3.52	1,000,000
BOQSZU	Bank of Queensland Limited	4-Mar-11	\$ 4.90	\$ 5.39	200,000
BSLSZU	BlueScope Steel Limited	4-Mar-11	\$ 0.85	\$ 0.94	1,000,000
FGLSZU	Foster's Group Limited	4-Mar-11	\$ 2.80	\$ 3.08	1,000,000
FMGSZX	Fortescue Metals Group Ltd	4-Mar-11	\$ 3.20	\$ 3.52	1,000,000
GFFSZU	Goodman Fielder Limited	4-Mar-11	\$ 0.60	\$ 0.66	1,000,000

ASX Code	Underlying Entity	Issue Date	Initial Instalment Payment	Initial Stop Loss Level	Issue Size
PPTSZU	Perpetual Limited	4-Mar-11	\$ 15.90	\$ 17.49	30,000
PRYSZU	Primary Health Care Limited	4-Mar-11	\$ 1.65	\$ 1.82	500,000
SGPSZU	Stockland	4-Mar-11	\$ 1.85	\$ 2.04	1,000,000
WANSZU	West Australian Newspapers Holdings Limited	4-Mar-11	\$ 2.75	\$ 3.03	150,000
QANSZU	Qantas Airways Limited	18-Mar-11	\$ 1.10	\$ 1.21	1,000,000
EGPSZW	Echo Entertainment Group Limited	9-Jun-11	\$ 1.7963	\$ 2.07	500,000
EGPSZX	Echo Entertainment Group Limited	9-Jun-11	\$ 1.2516	\$ 1.44	1,000,000

Summary table of New Self Funding Instalments

Series	Underlying Shares	Issue Date	Initial Strike Price	Initial Stop Loss	Issue Size
AIOSZW	Asciano Limited	20-Jun-11	\$ 0.60	\$ 0.66	1,000,000
BLYSZW	Boart Longyear Limited	20-Jun-11	\$ 1.70	\$ 1.87	700,000
BSLSZT	BlueScope Steel Limited	20-Jun-11	\$ 0.50	\$ 0.55	1,000,000
CPUSZV	Computershare Limited	20-Jun-11	\$ 3.75	\$ 4.13	650,000
CSLSZW	CSL Limited	20-Jun-11	\$ 13.10	\$ 14.41	450,000
DOWSZW	Downer EDI Limited	20-Jun-11	\$ 1.50	\$ 1.65	500,000
GFFSZW	Goodman Fielder Limited	20-Jun-11	\$ 0.40	\$ 0.44	1,000,000
MYRSZW	Myer Holdings Limited	20-Jun-11	\$ 1.10	\$ 1.21	1,000,000
NWSSZW	News Corporation	20-Jun-11	\$ 6.43	\$ 7.07	500,000
QANSZT	Qantas Airways Limited	20-Jun-11	\$ 0.75	\$ 0.83	1,000,000
RMDSZW	ResMed Inc.	20-Jun-11	\$ 1.15	\$ 1.27	1,000,000
SGPSZW	Stockland	20-Jun-11	\$ 1.40	\$ 1.54	1,000,000
SWMSZW	Seven West Media Limited	20-Jun-11	\$ 1.65	\$ 1.82	750,000

How to purchase Self Funding Instalments

Note: RBS may fix an earlier Expiry Date upon the occurrence of an Extraordinary Event (see clause 15 of the Trust Deed, in PDS Part 2).

No Self Funding Instalments will be issued on the basis of this PDS after the Offer closes. RBS reserves the right to close the Offer of any or all Series of Self Funding Instalments at an earlier time without prior notice.

In addition, if further Self Funding Instalments are admitted to trading status by the ASX upon the application of RBS, the Issue Size under this PDS may increase.

Please read PDS Part 1 and PDS Part 2 in entirety for further information.

PDS Part 1 provides specific terms of this new issue of Self Funding Instalments. PDS Part 2 provides more general information in relation to Self Funding Instalments.

If you have accessed an electronic version of this PDS, RBS will send a paper copy of the PDS to you free of charge upon request. If you would like to apply for Self Funding Instalments or for further information and current pricing, please contact your financial advisor or RBS on 1800 450 005. Information is also available from www.rbs.com.au/warrants.

Application Forms to apply for Self Funding Instalments are located in PDS Part 2. Applications may be lodged at any time after 9:00am on the date of this PDS until 5:00pm on the date that is five Business Days before the Offer Closing Date specified in the summary table or until all Self Funding Instalments are issued.

About RBS

The Royal Bank of Scotland Group, founded in 1727, is one of the foremost financial services groups globally. Our operations span retail banking, corporate and commercial banking, financial markets activities, wealth management and insurance. In Asia Pacific we serve corporate, institutional and public sector clients in 11 countries.

RBS Group (Australia) Pty Limited is a leading provider of corporate and financial services. We have had a local presence since 1974 and work on some of the local market's largest and most complex transactions and projects for our corporate, institutional and public sector clients.

No other information

No circumstance has arisen and no other information has become available since the date of the Product Disclosure Statement that might materially affect an investor's assessment of the Issuer's capacity to fulfill the obligations specified in the Terms of Issuer, or the risks, rights and obligations associated with the Warrants.

Status of this document

This Product Disclosure Statement is issued for the purposes of the Corporations Act. It is not a prospectus or other disclosure document lodged under Chapter 6D of the Corporations Act.

The ASX has not authorised or caused the issue of this Product Disclosure Statement, and takes no responsibility for the contents of this Product Disclosure Statement. In particular, the ASX had not formed a view as to whether this Product Disclosure Statement complies with the "reasonable investor" standard of disclosure contained in the ASX Market Rules, these matters being the responsibility of RBS. The ASX makes no representation as to whether this Product Disclosure Statement complies with the Corporations Act or ASX Market Rules.

Further information

RBS and its related entities may conduct transactions as Principal and as Agent in various securities, including Warrants and Underlying Securities. To facilitate a market in Warrants, RBS intends to issue to its nominee some or all of the Warrants remaining unissued during the Offer Period, and later procure the sale of these Warrants into the market. These trading activities may affect (positively or negatively) the price at which the Underlying Securities or Warrants trade in the secondary market.

Copies of this Product Disclosure Statement may be obtained by contacting RBS on 1800 450 005.

Disclaimer: This brochure is for information purposes only and while the information contained within is believed to be reliable, no representation, warranty, or assurance of any kind, express or implied is made as to the accuracy or completeness of the information. RBS Group (Australia) Pty Limited (ABN 78 000 862 797, AFSL: 247013) ("RBS") accepts no obligation to any recipient to update or correct any information contained in this brochure. This brochure does not purport to be all inclusive or constitute an offer, recommendation or invitation to purchase securities and is not to be taken as a substitute for the recipient exercising their own judgement and seeking their own advice. In preparing this brochure, RBS has not taken into account the recipients individual objectives, financial situation or particular needs. Before the recipient makes an investment decision they should consider the appropriateness of any advice to their particular investment needs, objectives and financial circumstances. RBS, to the extent permitted by law, accepts no liability or responsibility whatsoever for any loss arising from any use of this brochure or its contents. This brochure is the proprietary information of RBS, and may not be reproduced, distributed or published for any purpose without the prior written consent of RBS.

The warrants mentioned in this report are issued by RBS. The broker to the issuer is RBS Equities (Australia) Limited (ABN 84 002 768 701, AFSL: 240530).

RBS Group (Australia) Pty Limited is not an Authorised Deposit-Taking Institution and these products do not form deposits or other liabilities of The Royal Bank of Scotland N.V. or The Royal Bank of Scotland plc. The Royal Bank of Scotland plc does not guarantee the obligations of RBS Group (Australia) Pty Limited.

© 2011 RBS Group (Australia) Pty Limited.



To find out more about Self Funding Instalments,
Log on to www.rbs.com.au/warrants or call 1800 450 005





Self Funding Instalments

Product Disclosure Statement – Part 2



Contents

PDS Part 2 – General information

1. Important information	4
2. Key features	6
3. Frequently asked questions	11
4. Benefits & risks	15
5. Costs & fees	19
6. Loan	21
7. Income Tax considerations	23
8. Additional information	26
9. Trust Deed	29
10. Glossary	47
Part A – How to apply	54
Part B – Application Form.....	61
Direct Debit Request.....	71
Solicitor’s Declaration	75
Instalment Payment Notice	77

Part 2 of 2 – General information

Dated: 5 February 2009

PDS 2: Summary

This is Part 2 of the Product Disclosure Statement (“PDS”) for Self Funding Instalments (“Self Funding Instalments”).

Part 1 of the PDS (“PDS Part 1”) sets out the key commercial terms relating to each Series of Self Funding Instalments. PDS Part 1 includes the details of the Underlying Entities’ Shares, the Expiry Date, the Instalment Payment and the Stop Loss Level for each Series as may be adjusted in accordance with the Trust Deed.

Part 2 of the PDS (“PDS Part 2”) constitutes the general terms and conditions that govern the issue of Self Funding Instalments. This PDS Part 2 is dated 5 February 2009 and has been prepared by RBS Group (Australia) Pty Limited (ABN 78 000 862 797 AFSL: 247013) (“RBS” or “Warrant Issuer”).

An updated version of the PDS Part 1 will be issued for each new Series of Self Funding Instalments. Potential investors should read the entire PDS (that is, both PDS Part 1 and PDS Part 2) and the Offer Documents of the Underlying Entities for the Shares underlying the Self Funding Instalments they wish to acquire, before making any investment decision.

This PDS is not required by the Corporations Act to be lodged with ASIC and therefore has not been lodged with ASIC. RBS will notify ASIC that this PDS is in use in accordance with section 1015D of the Corporations Act. ASIC takes no responsibility for the contents of this PDS or for the Self Funding Instalments.

1. Important information

1.1 Product Disclosure Statement (“PDS”)

The Registrar takes no responsibility for, and has not in any way caused, the issue of this PDS.

1.2 Purpose of PDS

This PDS is an invitation to you to apply for a particular Series of Self Funding Instalments and includes an invitation to apply for a Loan. The Loans are provided by RBS. Applicants for Self Funding Instalments can be from three categories:

- (a) Cash Applicants; where investors pay the First Payment to RBS to acquire the Self Funding Instalments;
- (b) Shareholder Applicants; this option is not available to superannuation entities such as regulated superannuation funds (including self managed superannuation funds “SMSF”s), approved deposit funds and pooled superannuation trusts that are subject to restrictions on borrowings and other investment rules under the **Superannuation Industry (Supervision) Act 1993** (“SIS Act”), called the “SIS Investment Rules” in this PDS; or
- (c) Conversion Applicants; there is some uncertainty whether a Conversion Application might contravene the SIS Investment Rules. Given the serious ramifications that a breach could have for a superannuation entity (including the loss of the entity’s concessional tax status) Trustees of Superannuation entities should obtain their own advice before investing in Self Funding Instalments by Conversion Application.

You will be able to purchase Self Funding Instalments on the basis of this PDS until 5:00pm on the Business Day which is five Business Days before the Expiry Date if you are a Cash Applicant or a Shareholder Applicant, and until 4:00pm on the expiry date of the Prior Series Instalments which are being converted if you are a Conversion Applicant. RBS reserves the right to close the offer of any Series of Self Funding Instalments at an earlier time without prior notice.

1.3 Underlying Entities

Each Self Funding Instalment includes an investment in an ASX listed security that is included in the Summary Table in the PDS Part 1 (each an “Underlying Entity” and together the “Underlying Entities”). You may also find the information about the Underlying Entities in the PDS Part 1. RBS or its affiliates may currently or from time to time in the future engage in business with the Underlying Entities such as acting as an advisor or broker to the Underlying Entities for which they may receive fees or commissions.

This PDS has been prepared by RBS only using publicly available information. References in this PDS to an Underlying Entity are not to be construed as an express or implied endorsement by RBS of an investment in the Underlying Entities’ Shares, nor is it an endorsement by the Underlying Entities of this issue of Self Funding Instalments.

Potential investors should be aware that:

- neither RBS nor the Trustee have any control over, or ability to direct, the relevant Underlying Entity in relation to any of these matters; and
- RBS’s action in relation to your Self Funding Instalments, including the publication of prices or values for Self Funding Instalments, the adjustment (if any) of the Self Funding Instalments and the payment of any monies owing to a Holder are intended to reflect the action taken by the relevant Underlying Entity in relation to such matters. However, RBS’ action may not achieve the intended outcome. Investors should refer to clauses 10 and 15 of the Trust Deed for more detail.

1.4 No investment advice

The information provided in this PDS is not financial product advice and has been prepared without taking into account your investment objectives, personal circumstances or needs. Before making a decision to invest in Self Funding Instalments, you should read this PDS and consider, in conjunction with your financial advisor, whether an investment in the Self Funding Instalments, including borrowing under the Loan, is appropriate in light of your particular investment needs, objectives and financial and taxation circumstances. In particular, you should ensure that you understand the taxation consequences for you if you invest in the Self Funding Instalments and your repayment obligations under the Loan.

1.5 No representation

Nothing in this PDS is, or may be relied upon as, a representation or promise as to the financial performance of the Self Funding Instalments, the Underlying Entities’ Shares or the business or financial affairs of RBS or the Underlying Entities.

No person is authorised by RBS to give any information to investors or make any representation not contained in this PDS. You should only rely on the information contained in this PDS in relation to Self Funding Instalments.

1.6 Jurisdiction

This PDS is not an offer or invitation in relation to Self Funding Instalments in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this PDS outside Australia may be restricted by the laws of places where it is distributed and therefore, persons into whose possession this PDS comes should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws. Self Funding Instalments have not been, and will not be, registered under the Securities Act 1933 (United States of America) and may not be offered or sold in the United States of America or to a citizen or resident of, or entity created under the laws of, the United States or to any other person or entity within the definition of the term "US Person" under Regulation S promulgated under the Securities Act 1933.

1.7 Cooling-off rights

There is no cooling off period when you purchase RBS Self Funding Instalments.

1.8 Additional information

This PDS Part 2 is current as at 5 February 2009. Information in this PDS is subject to change from time to time. Where information that is not materially adverse to investors changes, RBS will update the information by posting a notice on its website at www.rbs.com.au/warrants. Where information may be materially adverse, RBS may post a notice on its website, send investors a notice, publish a notice in the newspaper, as it determines appropriate and as permitted by the Corporations Act. In some circumstances RBS will issue a Supplementary PDS. You can also obtain a paper copy of updated information on request on 1800 450 005 free of charge within Australia.

If you require up to date fees and charges associated with the Self Funding Instalments, up to date financial statements and accounts relating to RBS, please visit our website www.rbs.com.au/warrants.

For all other up to date information concerning the Self Funding Instalments, please contact RBS on 1800 450 005 (toll free) or visit the website www.rbs.com.au/warrants. Paper copies of the information are available free on request.

1.9 Definitions

Capitalised words used in this PDS and the Trust Deed in Section 9 have defined meanings given to them in the "Glossary" in Section 10 of this PDS Part 2.

2. Key features

2.1 Introduction

Self Funding Instalments (“Self Funding Instalments”) are leveraged financial products which provide you with exposure to Underlying Entities’ Shares selected by you from the Self Funding Instalments offered by RBS from time to time and listed in the PDS Part 1. They provide the opportunity to purchase the Underlying Entities’ Shares (as listed in the Summary Table in the PDS Part 1) by way of two payments, known as the First Payment and the Instalment Payment or, to use any such Underlying Entities’ Shares held by the investors as security for a Loan.

Self Funding Instalments incorporate a limited recourse Loan and use a Trustee to hold the Underlying Entities’ Shares on trust for you during the Investment Term, subject to a Security Interest. For each Self Funding Instalment, you will effectively borrow from RBS between 50% to 70% of the price of the Underlying Entities’ Shares as at the date of this PDS. It is important to bear in mind that the higher the leverage for each Self Funding Instalment, the higher the Loan Amount and the associated Borrowing Fee (if any) and Interest Amount.

Self Funding Instalments also incorporate a Stop Loss Level to ensure the value of your Self Funding Instalments can never be negative. Please see below for more details.

Self Funding Instalments allow Cash Applicants to benefit from any income and growth of the Underlying Entities’ Shares without having to pay for the Underlying Entities’ Share in full upfront when you acquire the Self Funding Instalment. Shareholder Applicants can retain the same benefits of ownership of the Underlying Entities’ Shares, while obtaining cash to be invested as the Shareholder Applicant chooses. Hence, the yield from your investment portfolio is enhanced.

Dividends will generally be applied to reduce the Loan Amount (please refer to Section 4 of Part 2 of the PDS “Withholding Tax”).

Self Funding Instalments are similar to traditional instalment warrants in that there are two main contributions from a Holder: one at the start (for Cash Applicants, by way of the First Payment and for Shareholder Applicants and Conversion Applicants, by way of transferring Underlying Entities’ Shares to the Trustee) and one at the end of the Investment Term. However, they differ from such instalment warrants in a variety of ways:

- the term of a Self Funding Instalment is shown in the Summary Table in PDS Part 1 and will be for less than 10 years;
- the Loan Amount will vary on a daily basis, as an Interest Amount (based on a variable Interest Rate per annum) will be added to the Loan Amount on a daily basis (or another frequency, as applicable). This has the effect of increasing the Loan Amount and hence the Instalment Payment due at the end of the Investment Term;

- the way in which the Underlying Entity deals with Shares may affect the way in which a Holder, RBS and the Trustee are able to deal with the Self Funding Instalments (see Section 4.2 “What are the risk factors when investing in a Self Funding Instalment?”); and
- Self Funding Instalments feature a Stop Loss Level which ensures that the value of the Self Funding Instalments can never be negative.

The Stop Loss Level is set before the Self Funding Instalments are issued and is disclosed in the PDS Part 1. The Stop Loss Level will be reset monthly on the Stop Loss Reset Date (or such other frequency determined by RBS and provided in PDS Part 1). In addition, the Stop Loss Level may be changed by RBS at any time due to a Dividend payment or a Corporate Action, (strike change) . All changes will be notified to investors via the ASX company announcement platform and RBS’ website.

The Stop Loss Level is set at a certain level above the Instalment Payment. Once the Stop Loss Level is reached, this triggers a Stop Loss Event and your Self Funding Instalments will be suspended from trading whilst RBS determines the Remaining Value. If the Remaining Value is a positive amount, the Self Funding Instalments will resume trading at 2:00pm (Sydney time) on the Trading Day immediately following the day on which the affected Self Funding Instalments are suspended. Trading will continue until close of trading on the next following Business Day. Thereafter the affected Self Funding Instalment will then terminate and RBS will pay you the Remaining Value per Self Funding Instalment if it is a positive amount. If the Remaining Value is a negative amount, the Self Funding Instalment will expire worthless, and you will have lost your initial contribution but you will not be required to make any further payments to RBS.

For further information on the Stop Loss Event, please see Section 3(i) “Frequently Asked Questions”.

Factors that may influence where the Stop Loss Level is set are as follows:

- a. Underlying Entities’ Share price;
- b. Instalment Payment;
- c. difference between the Instalment Payment and the Underlying Entities’ Share price;
- d. historical volatility of the Underlying Entities’ Share;
- e. interest rates;
- f. estimated size and timing of future dividends applicable to the Underlying Entities’ Share; and
- g. general market conditions.

2.2 How do I buy Self Funding Instalments?

There are four ways to buy a Self Funding Instalment, outlined below. RBS may accept Cash Applications and Shareholder Applications prior to 5:00pm on the Business Day which is five Business Days before the Expiry Date (which is specified in PDS Part 1).

RBS will only accept Conversion Applications up to 4:00pm on the expiry date for the Prior Series Instalments that are being converted.

Acceptance of an Application is subject to there being no occurrence of a Stop Loss Event, Extraordinary Event or a Corporate Action.

i. Cash Applications – Buy Self Funding Instalments directly from RBS

You may buy Self Funding Instalments directly from RBS. This is known as a Cash Application.

How to make a Cash Application

- complete the Application Form attached to the PDS Part 2;
- complete the investor declaration set out in the Application Form;
- if you are a Trustee, complete the Solicitor's Declaration set out in the Application Form;
- attach all supporting documents specified in the Application Form;
- lodge your Application Form at the address specified on the Application Form, specifying the dollar amount of Self Funding Instalments you wish to acquire ("Application Amount") and payment for the Application Amount; and
- you may also choose to pay through a Direct Debit of your bank account. If you wish to set up a Direct Debit facility for the Self Funding Instalments, please complete the Direct Debit Request (attached to the Application Form) and attach it to your Cash Application. Please also attach a copy of your current driver's licence if you wish to utilise the Direct Debit facility.

How does a Cash Application work?

- following acceptance of your Application, RBS will draw down a Loan for an amount determined by RBS ("Loan Amount"). Acceptance of your Application by RBS will occur when the Trustee purchases the Underlying Entities' Shares to which your Application relates or when RBS otherwise notifies you of its Acceptance of your Application;
- part of the Application Amount plus the Loan Amount will be used by the Trustee to purchase the Underlying Entities' Shares on your behalf, and part of the Application Amount will be applied towards the payment of the Borrowing Fee (if any) when the Self Funding Instalments are issued to you. Please see Section 5 "Costs & fees" and Section 6 "Loan" for further information on the payment of the Borrowing Fee (if any);
- RBS will then issue the Self Funding Instalments to you and notify you of your First Payment, Borrowing Fee and the number of Self Funding Instalments;
- the Underlying Entities' Shares will be held by the Trustee on your behalf subject to the Security Interest; and
- please note that RBS may accept or reject your Application or withdraw its acceptance of your Application in whole or in part at its absolute discretion and for any reason. RBS may also accept Applications for less than the specified minimum application. No interest will be paid on application money.

ii. Shareholder Applications – Convert your Underlying Entities' Shares into Self Funding Instalments

You can "free up" cash from your Share portfolio by "converting" any Shares you may have in an Underlying Entity into Self Funding Instalments. This strategy is commonly known as a "Cash Extraction" strategy as you receive a Cash Back Amount from RBS. The Shareholder Application is not available to superannuation entities such as SMSFs, approved deposit funds and pooled superannuation trusts that are subject to restrictions on borrowing and on the types of investments under the SIS Act.

How to convert your shares into Self Funding Instalments

- complete the Application Form attached to the PDS Part 2;
- complete the investor declaration set out in the Application Form;
- Shareholder Applicants must ensure that they complete and sign Section I entitled "Declaration of purposes for which credit is approved" in the Application Form;
- attach all supporting documents specified in the Application Form;
- lodge your Application Form at the address specified on the Application Form. You are also asked to send your holding statement for the relevant Underlying Entities' Shares.

How does a Shareholder Application work?

- your Shares in the Underlying Entities are transferred to the Trustee;
- the Trustee will then pay you (from the proceeds of the Loan Amount) the Cash Back Amount for each Self Funding Instalment (as described below);
- RBS will then issue the Self Funding Instalments to you;
- this portion of the transaction (specifically, the receipt of the Cash Back Amount) should not attract capital gains tax. Refer to Section 7 "Income Tax Considerations" for more details; and
- Shareholder Applicants who receive a Cash Back Amount must use the amount received wholly for business or investment purposes if they wish to claim a tax deduction for the interest on the Loan.

Cash Back Amount

The Cash Back Amount calculated by RBS equals the Loan Amount minus the Borrowing Fee (if any) and any stamp duty applicable at the date of the issue of the Self Funding Instalment. As the Borrowing Fee may vary, the Cash Back Amount will also vary. You may find out the Cash Back Amount on a particular day by calling RBS on 1800 450 005. Please see Section 5 "Costs & fees" and Section 6 "Loan" for more information on the Borrowing Fee.

iii. Conversion Applications – Convert your Prior Series Instalment Warrants into Self Funding Instalments offered under this PDS.

You may convert your Prior Series Instalments into Self Funding Instalments offered under this PDS, thus keeping your leveraged exposure to the Underlying Entities' Shares and receiving the benefit of any Dividends from the Underlying Entities' Shares, as all Dividends will generally be applied to reduce the Loan Amount (please refer to Section 4 of Part 2 of the PDS "Withholding Tax"). Generally, RBS issues one new Self Funding Instalment for each Prior Series Instalment.

There is some uncertainty surrounding whether a Conversion Application by a superannuation entity might contravene the SIS Regulations. While there are arguments to support the position that no such contravention should occur under such an arrangement, given the serious ramifications that a breach could have for a superannuation entity (including the loss of the entities' concessional tax status) superannuation entities should obtain their own advice before investing in Self Funding Instalments by Conversion Application.

How to make a Conversion Application

- complete the Application Form attached to the PDS Part 2;
- lodge your Application Form with RBS by 4:00pm on the expiry date of the Prior Series Instalments you are converting into the Series of Self Funding Instalments offered under this PDS; and
- you may be required to pay an additional amount to RBS or you may be entitled to receive a payment from RBS as a result of the conversion. This is described below.

How does a Conversion Application work?

- RBS advances to you the Loan Amount for the Self Funding Instalments offered under this PDS. This amount is used (at your direction) to pay the Instalment Payment of the Prior Series Instalments and the Borrowing Fee (if any) payable for the Self Funding Instalments offered under this PDS;
- depending on the amounts of the Instalment Payment of the Prior Series Instalments and Borrowing Fee (if any) payable on the Self Funding Instalments offered under this PDS, RBS may either require you to make an additional payment ("Conversion Payment") or return excess funds to you ("Conversion Cash Back") – these are described below; and
- the Underlying Entities' Shares held by the Trustee of the Prior Series Instalments will, once the Instalment Payment for the Prior Series Instalments is paid, be transferred to the Trustee and held under a Separate Trust in accordance with the Trust Deed.

Conversion Cash Back

In general, you will receive a Conversion Cash Back if the Loan Amount for the Series of Self Funding Instalments offered under this PDS is **greater** than the sum of the Instalment Payment for the Prior Series Instalments and the Borrowing Fee (if any) payable for the Series of Self Funding Instalments offered under this PDS. You may find out the Conversion Cash Back and Conversion Payment amounts on a particular day by calling RBS on 1800 450 005.

Conversion Payment

You will be required to make a Conversion Payment if the Loan Amount for the Series of Self Funding Instalments offered under this PDS is **less** than the sum of the Instalment Payment for the Prior Series Instalments and the Borrowing Fee (if any) payable for the Series of Self Funding Instalments offered under this PDS. Please see Section 5 "Costs & fees" and Section 6 "Loan" for more information on the Borrowing Fee.

You must ensure that RBS receives the Conversion Payment (if any) in cleared funds prior to the expiry date of the Prior Series Instalments. For more details regarding the pricing and requirements for additional payments, please call RBS on 1800 450 005.

iv. Buy Self Funding Instalments from a Holder of Self Funding Instalments

To purchase a Self Funding Instalment on the ASX place an order with your broker or financial advisor who will arrange for the purchase of the Self Funding Instalments on the ASX. This can only occur once the Series of Self Funding Instalments that you are interested in purchasing have been listed on the ASX. See Section 6(b) "Transfers" for more information on what happens upon transfer of a Self Funding Instalment.

2.3 Alternatives on or before the Expiry Date

You have three choices on or before the Expiry Date of the Self Funding Instalments, outlined below.

i. Sell your Self Funding Instalments before the Expiry Date

Your holding of Self Funding Instalments may be sold on the ASX via a stockbroker or financial advisor up until the close of trading on the Expiry Date. Please refer also to Section 4.2 "Possible Illiquidity of Self Funding Instalments".

You must contact your stockbroker or financial advisor and instruct for your holding to be sold on market. This must be done before the close of trading on the Expiry Date of your Self Funding Instalments.

What happens then?

- You receive payment from your stockbroker or financial advisor equal to the Self Funding Instalments' market value (less brokerage).

ii. Complete your Self Funding Instalments by making the Instalment Payment

If you want to take delivery of the Underlying Entities' Shares, you must Complete the Self Funding Instalments by lodging the Instalment Payment Notice and making the Instalment Payment (together with any Transfer Taxes or Expenses). This may be done at any time up until **5:00pm on the Expiry Date**. Investors should be aware that because the Instalment Payment is equal to the Loan Amount, which will change on a daily basis (or another frequency as determined by RBS and advised to Holders), the Instalment Payment is not fixed and will be higher than the Instalment Payment at the time of purchase of the applicable Self Funding Instalments. You can find out the amount of the Instalment Payment, the Transfer Taxes (if any) and Expenses (if any) on a particular day by calling RBS on 1800 450 005. However, you must call RBS to find out these amounts at least two Business Days prior to submitting the Instalment Payment Notice. Please note that Expenses can be up to 20% of any total amount payable.

Investors should be aware that RBS may accept or reject an Instalment Payment Notice. Instead of paying the Transfer Taxes or Expenses, you may authorise RBS to sell enough Self Funding Instalments to pay the Transfer Taxes and/or Expenses. If you lodge an Instalment Payment Notice and pay the Instalment Payment but fail to pay for the Transfer Taxes or Expenses (if any) you will be deemed to have instructed RBS to sell enough Self Funding Instalments to pay the Transfer Taxes and Expenses.

Step-by-step Instructions

- you must lodge a valid Instalment Payment Notice (a copy is attached at the back of this PDS Part 2) with RBS, accompanied by payment, either via a cheque or electronic funds transfer, for the aggregate Instalment Payment (which is the Instalment Payment multiplied by the number of Self Funding Instalments you are completing) plus any Transfer Taxes and Expenses;
- the Instalment Payment Notice given to RBS cannot be revoked;
- you may either provide a cheque in favour of RBS Group (Australia) Pty Limited and send this to the address shown on the top of the Instalment Payment Notice or use Direct Credit or BPay. Alternatively, pay by Direct Debit by completing a Direct Debit Request in the form attached to the PDS Part 2. Please also attach a copy of your current driver's licence if you wish to utilise the Direct Debit facility; and
- if RBS accepts your Instalment Payment Notice, you will then receive one Underlying Entities' Share for every Self Funding Instalment Completed (subject to any adjustments).

Please note that an Instalment Payment Notice will only be valid if it is given by the Holder to RBS and, if RBS accepts it, the proceeds of the cheque or Direct Debit Request are cleared and received by RBS within five Business Days after the Expiry Date.

You should be aware that your ability to receive the Underlying Entities' Shares on making the Instalment Payment is subject to various requirements of the relevant Underlying Entity, including minimum holdings of Shares. You should also note that where the number of Underlying Entities' Shares you would hold following the transfer to you of the Underlying Entities' Shares relating to your Instalment Payment Notice is less than the minimum holding levels required of investors by the Underlying Entity, RBS may either treat your Instalment Payment Notice as:

- relating to such number of Self Funding Instalments as is necessary to satisfy such minimum holding levels;
- relating to all your Self Funding Instalments;
- relating to such number of Self Funding Instalments equal to the number of the Underlying Entities' Shares the Trustee is able to transfer to you; or
- invalid.

iii. Convert your existing Self Funding Instalments to a new Series of Self Funding Instalments

You may convert your expiring Self Funding Instalments into a new Series of Self Funding Instalments, provided that a new series is available over the same Underlying Entities' Shares.

There is some uncertainty surrounding whether a Conversion Application by a superannuation entity might contravene the SIS Regulations. While there are arguments to support the position that no such contravention should occur under such an arrangement, given the serious ramifications that a breach could have for a superannuation entity (including the loss of the entity's concessional tax status) superannuation entities should obtain their own advice before investing in Self Funding Instalments by Conversion Application.

Step-by-step instructions

- In order to make a conversion you will need to obtain the PDS governing the new Series from RBS either by visiting our website www.rbs.com.au/warrants or by calling 1800 450 005 and complete the Application Form contained in that PDS;
- the Application Form must be lodged with RBS by 4:00pm on the Expiry Date for the Series of Self Funding Instalments being converted; and
- you may also be required to make an additional payment to RBS. This is not always the case – you may in fact be entitled to receive funds from RBS as a result of the conversion.

2.4 No action

If you do not sell your Self Funding Instalment, lodge a valid Instalment Payment Notice or convert into a new Series of Self Funding Instalments by **5:00pm on the Expiry Date**, RBS will direct the Trustee to sell the Underlying Entities' Shares by exercising its rights under the Security Interest. The Security Interest will be discharged, your Self Funding Instalments will be cancelled on the sale of the Underlying Entities' Shares and you will receive an Assessed Value Payment (AVP) calculated as:

90% x (VWAP – Instalment Payment)

where the VWAP is the arithmetic average of the daily volume weighted average price of the Underlying Entities' Share price over the five Trading Days following the Expiry Date (excluding special, late and overseas trades).

Investors should note that the Underlying Entities Share price, in the last two hours of trading on the Expiry Date, must be greater than the Instalment Payment by at least 5% of the Loan Amount for there to be any Assessed Value Payment at all.

2.5 Secondary market pricing

The secondary market prices of the Self Funding Instalments on the ASX are available through channels where ASX market prices are usually quoted online, through your broker or in newspapers and other news services. These prices will vary from day to day, primarily according to the price of the Underlying Entities' Shares. The price will also decrease over time as a result of the increase in Interest Amounts.

2.6 Market Making and Buy-Back

RBS Equities (Australia) Limited is Broker to the issue. RBS Equities for itself or on behalf of the Issuer (or a nominee on either of their behalves) intends to apply for a sufficient number of each Series of Self Funding Instalments to facilitate any market making activities they may undertake in relation to each Series. If the total number of Self Funding Instalments in any Series applied for by investors and by RBS Equities or its nominee for market making purposes is less than the total Issue Size for that Series, RBS Equities reserves the right to apply for all or any of the remaining Self Funding Instalments in that Series (in its name or in the name of a nominee).

During the life of the Self Funding Instalments, the Issuer, through RBS Equities, intends to make bids and offers, through ITS, to deal in Self Funding Instalments each ASX trading day, as far as practicable and to the extent permissible by law.

The Issuer reserves the right to buy back Self Funding Instalments and to resell any Self Funding Instalments bought back. The Issuer may cancel any Self Funding Instalments bought back.

Investors should be aware that there is no firm indication as to how the Self Funding Instalments will trade in the secondary market, nor is there sufficient evidence as to whether the market will be liquid or illiquid. Investors are warned that the price of the Self Funding Instalments may fall in value as rapidly as they may rise and that the Self Funding Instalments may become significantly less valuable over their term. Accordingly, Holders may lose some or all of the purchase price paid for the Self Funding Instalments.

2.7 Extraordinary Events and Corporate Actions

If a Corporate Action has occurred the Issuer can make adjustments to the Self Funding Instalments or delay or suspend any calculations. In addition, the Issuer has the ability to nominate an Early Expiry Date only upon the occurrence of an Extraordinary Event.

For more details please read Section 8.1 of this PDS Part 2 and clauses 10 and 15 of the Trust Deed for details.

2.8 Early Expiry Date

RBS has the power to nominate an Early Expiry Date at any time before the Scheduled Expiry Date upon the occurrence of an Extraordinary Event. The Loan Amount becomes immediately repayable on the Early Expiry Date and if you fail to repay the Loan Amount by this time, RBS will exercise its rights under the Security Interest to sell the Underlying Entities' Shares, provide you with an AVP (if any) and terminate your Self Funding Instalments.

For further details, please refer to Clauses 15 and 17 of the Trust Deed.

3. Frequently asked questions

a. Who should invest in Self Funding Instalments?

Self Funding Instalments may be suitable for investors who:

- wish to participate in the performance of the Underlying Entities' Shares over the long term by paying in two instalments;
- wish to use Dividends to pay or partially repay the Loan Amount during the term of the Instalment;
- have a SMSF and wish to introduce leverage into their Superannuation Fund;
- wish to extract cash from current individual holdings and diversify into other investments without triggering any CGT;
- wish to partially reduce the overall capital risk of their investments; or
- are looking for deductibility of interest (conditions apply) (see Section 7 "Income Tax Considerations").

Self Funding Instalments will not suit potential investors who are looking to make a liquid investment (see Section 4.2 "What are the risk factors when investing in a Self Funding Instalment?").

b. Will I be obliged to pay the Instalment Payment?

No. Instead of paying the Instalment Payment you may simply let the Self Funding Instalments expire without taking any action. This is the case even if the price of the Underlying Entities' Shares is less than the Instalment Payment on the Expiry Date. Please refer to Section 2.3 "Alternatives on or before the Expiry Date" for more information. For more information on the Stop Loss Event, refer to Section 3(i) "Stop Loss Event".

c. What is the Interest Amount applicable and will it change during the life of the Self Funding Instalment?

The Interest Amount is calculated daily by reference to the Interest Rate. The Interest Rate is a variable rate that changes daily. Consequently, the Interest Amount payable by Holders will vary daily (or another frequency as determined by RBS and advised to Holders) and will be added to your Loan Amount daily (or another frequency as determined by RBS).

This means that the Loan Amount, and consequently the Instalment Payment, will increase each day. RBS will announce the applicable Interest Rate and the new Instalment Payment via the ASX company announcement platform and on our website at www.rbs.com.au warrants before trading opens on the ASX each day.

The daily Interest Amount is the cost paid by an investor in a Self Funding Instalment to acquire (other than by issue from RBS) or hold a Self Funding Instalment. It is calculated as:

Loan Amount x Interest Rate / 365.

Worked Example:

Interest Rate p.a.:	9.5%
Current Loan Amount:	\$15.00
Interest Amount: (for 1 day)	$(\$15 * 0.095)/365$ \$0.0039
New Loan Amount:	\$15.0039

Please be aware that at certain times during a week, the Instalment Payment reported by RBS for that day may reflect more than one day's Interest Amount. This is because a Self Funding Instalment incurs an Interest Amount on each day. However, the ASX is not open for trading on each day so it is not possible to report the Interest Amount (and the impact it has on the Instalment Payment) every day. For example, the ASX is closed over the weekend so when the market re-opens on a Monday, the Instalment Payment will incorporate three days' Interest Amount (being the previous Friday, Saturday and Sunday). Public holidays will have a similar impact.

As the Instalment Payment and the Interest Rate p.a. is announced by RBS each day before the open of trading on the ASX, investors will be able to calculate if more than one days' Interest Amount has been added to the Instalment Payment.

Please be aware that the Interest Amount may, in certain circumstances, be adversely affected by additional costs incurred by the Issuer. Please refer to "Factors affecting the Interest Amount" below and Section 4.2 "Interest Amount" for more detail.

Factors affecting the Interest Amount

The Interest Amount is the cost or charge imposed by RBS on the Holder for making the Self Funding Instalment available. The Interest Rate and therefore the Interest Amount, is affected by the costs incurred by RBS in providing the Self Funding Instalment. These costs may not be RBS' costs for one day only (or even for the three days example as referred to above), but may in fact reflect RBS' costs for a much longer period. These costs are reflected in the Interest Rate which in turn is used to calculate the Interest Amount.

The Interest Rate is a variable rate that changes daily and is therefore not disclosed in this PDS. The Interest Rate can be affected by, amongst other things:

- the prevailing levels of the RBA Cash Rate Target;
- interest rate levels in the money market;
- RBS' costs in market-making for the Self Funding Instalment;
- the volatility and liquidity of the Underlying Entities' Shares;
- the volatility, liquidity and costs associated with RBS' hedging arrangements;
- risk management costs of RBS; and
- resourcing costs of RBS.

In general, if the Self Funding Instalments trade in the manner intended by RBS under normal market trading conditions (and as described in this PDS), then the Interest Rate will mainly be affected by RBS' ability to obtain funding based on interest rate levels in the wholesale money market.

In general, an increase in market interest rates will increase the Interest Rate, as shown in the table below:

Increase in factor	Effect on Self Funding Instalments value
Instalment Payment	Decrease
Price of Underlying Security	Increase
Level of Interest Rates	Decrease

It is possible, depending on market conditions and the manner in which Self Funding Instalments are traded, that the Issuer may incur greater costs in making the Self Funding Instalment available. If this occurs, RBS has the absolute discretion to increase (including substantially increase) the Interest Rate applicable to a Self Funding Instalment which will adversely impact the Interest Amount and therefore the Instalment Payment.

Please note, as mentioned above, that the Interest Rate is incorporated into the daily Instalment Payment and both are announced by RBS daily via the ASX company announcement platform and on RBS' website: www.rbs.com.au/warrants.

d. Can I Complete my Self Funding Instalments prior to the Expiry Date?

Yes. The Self Funding Instalments offered under this PDS may be Completed by paying the Instalment Payment and any applicable Transfer Taxes or Expenses and receiving delivery of the Underlying Entities' Shares at any time before **5:00pm on the Expiry Date**.

Investors should be aware that RBS may accept or reject an Instalment Payment Notice.

e. How do I find out about the value and other information about the Underlying Entities' Shares?

You can find out the value of Underlying Entities' Shares through various news providers either in newspapers or online. Share prices are published on the ASX website: asx.com.au.

Holders may also be able to access real time quotes through their broker either online or by contacting their broker directly.

f. Can I sell my Self Funding Instalments prior to the Expiry Date?

Yes. You can sell your holding of Self Funding Instalments on the ASX via a stockbroker or financial advisor up until the close of trading on the Expiry Date. Please refer also to Section 4.2 "Possible Illiquidity of Self Funding Instalments".

You must contact your stockbroker or financial advisor and instruct for your Holding to be sold on market. This must be done before the close of trading on the Expiry Date of your Self Funding Instalments.

Once your Holding has been sold, you will receive payment from your stockbroker or financial advisor equal to the Self Funding Instalments' market value (less brokerage fees).

g. What documentation do I receive relating to my Self Funding Instalments?

Within ten Business Days of purchasing Self Funding Instalments directly from RBS, you will receive a welcome letter summarising the details of the transaction and providing a breakdown of the pricing components of the RBS Self Funding Instalment.

Following the end of month of purchase, you will receive a CHES Holding Statement (if a broker sponsored Holding) or an issuer sponsored statement (if an issuer sponsored Holding) showing the movement of Self Funding Instalments on the Register. You will also be sent a statement following the end of the month if there are any further movements on or off the Register.

Following the payment of a Dividend by the Underlying Entities' Shares, the Registrar will send a statement to the Holder advising the amount of the cash Dividend paid towards the Instalment Payment and also details of the franking credits (if any) in relation to the Dividend paid.

After the end of the financial year you will receive an Annual Taxation Statement providing details of the Interest Amount relevant to the period you held the RBS Self Funding Instalment.

Between 20 and 30 Business Days before the Expiry Date of the Self Funding Instalments, you will receive an expiry notification letter outlining your options at expiry.

If a Stop Loss Event is reached and the Self Funding Instalment is not disposed of on the ASX following the Stop Loss Event, then RBS will send you a payment advice detailing the Remaining Value (if any). For more information on Stop Loss Event, please refer to Section 3(i).

h. Can the Underlying Entities' Shares or Instalment Payment Change?

The Instalment Payment will change on a daily basis (or another frequency as determined by RBS and advised to the Holders) as the Interest Amount is added to it. Please refer to Section 3(c) and to Section 5, "Costs & fees" for more details. In addition, the Underlying Entities' Shares, Instalment Payment or Stop Loss Level can change if there is a Corporate Action such as:

- a subdivision, consolidation or reclassification of an Underlying Entities' Share;
- bonus or rights issue, a cash return of capital involving a buy-back;
- withdrawal offer for Underlying Entities' Shares;
- compulsory redemption or cancellation of Underlying Entities' Shares;
- compulsory acquisition following a Takeover Bid or scheme of arrangement; or
- other similar events.

The Instalment Payment and Stop Loss Levels may also be adjusted when the Dividends are applied to reduce the Loan Amount and where there are no Holders in the Self Funding Instalments (other than the Issuer or a Related Body Corporate).

For additional information, please refer to Section 8.2 "Corporate Actions and Takeovers," and Section 8.3 "Stop Loss Event."

If the Underlying Entities' Shares or the Instalment Payment change, adjustments will be made in accordance with the Trust Deed, and the

new Instalment Payment and/or Stop Loss Levels will be announced by RBS via the ASX company announcement platform and on our website at www.rbs.com/warrants before trading opens on the ASX each day.

i. What is the Stop Loss Event?

Self Funding Instalments feature a Stop Loss Level which ensures that the value of the Self Funding Instalments can never be negative. This feature, along with the limited recourse nature of the Loan, ensures that in a worst case scenario, a Holder can never lose more than their initial investment and RBS will never request additional payments, like margin calls, from Holders.

The Stop Loss Event occurs if the value of the Underlying Entities' Share for a Self Funding Instalment is less than or equal to the Stop Loss Level.

The Stop Loss Event ensures that a Holder can never lose more than their initial contribution (a First Payment for Cash Applicants, or transfer of Underlying Entities' Shares for a Shareholder or Conversion Applicant). RBS will never request additional payments to pay the Loan Amount, unless you lodge an Instalment Payment Notice to Complete.

The initial Stop Loss Level is set before the Self Funding Instalments are issued and at a certain level above the Instalment Payment. The initial Stop Loss Level is disclosed in Part 1 of the PDS. Thereafter, on the first trading day of every calendar month, or such other frequency as determined by RBS (the Stop Loss Reset Date), the Stop Loss Level is updated to reflect where the value of the Underlying Entities' Shares are trading. This information is available daily on the RBS website at www.rbs.com.au/warrants and announced on the ASX company announcement platform.

Once the Stop Loss Level is reached, trading in the affected Self Funding Instalment Series is halted and the Remaining Value is determined. The affected Self Funding Instalment is suspended from trading on the ASX and if the Remaining Value is positive, the affected Self Funding Instalment will be reinstated for trading at 2:00pm (Sydney time) on the Trading Day immediately following the day on which the affected Self Funding Instalments are suspended, so that investors can sell the affected Self Funding Instalments back to RBS for the Remaining Value. Trading will continue until close of trading on the following Business Day. Investors should be aware that the Remaining Value may be zero or negative, in which case they will lose their initial investment and not receive anything back. However, they will have no obligation to make any further payments to RBS.

Example of a Stop Loss Event

Action	Underlying Entity	Current Share Price	Instalment Payment/Loan Amount	Stop Loss Level	SFI Price
Purchase of BHP SFI	BHP	\$30.00	\$15.00	\$16.50	\$15.00
Day 1:	BHP announces a profit warning. At 11am on Day 1, BHP SFI falls below the Stop Loss Level of \$16.50				
Day 1 at 11:00am:	BHP SFI trading is halted				
Rest of Day 1:	The Trustee disposes of underlying BHP shares from the Trust and achieves an average sale price of \$16.00 (the Stop Loss Termination Price) RBS calculates the Remaining Value as: Stop Loss Termination Price – Loan Amount - Expenses				
Day 2 at 2:00pm:	Trading in BHP SFI re-commences but Holder can only sell to RBS at the Remaining Value of \$1.00 i.e. \$16.00 - \$15.00 – 0 = \$1.00				
Day 3 at 4:00pm:	Trading in the BHP SFI ceases				
Action	Underlying Share	Instalment Payment	Stop Loss Termination Price	Remaining Value	Loss on Trade
Share Disposal	BHP	\$15.00	\$16.00	\$1.00	-\$14.00

Factors that may influence where the Stop Loss Level is set are as follows:

- Underlying Entities' Share price;
- Instalment Payment;
- difference between the Instalment Payment and the Underlying Entities' Share price;
- historical volatility of the Underlying Entities' Share; or
- estimated size and timing of future dividends applicable to the Underlying Entities' Share.

If there happens to be a Dividend forecast to be paid before the next Stop Loss Reset Date, then this will be taken into account before the Stop Loss Level is set.

Example of an Underlying Entity going ex-dividend

Action	Share Price	Div Amt	Loan Amt	Stop Loss Level	SFI Price
Cum-Dividend	\$30.00	\$0.20	\$15.00	\$16.50	\$15.00
Ex-Dividend	\$29.80	ex-div	\$14.80	\$16.30	\$15.00

If a Dividend is not taken into account, RBS will reduce the Stop Loss Level by the amount of the dividend on the relevant dividend ex-date because the Underlying Entities' Share price will decrease by the amount of the dividend.

Stop Loss Levels may be different for different Series of Self Funding Instalments. As soon as the Underlying Entities' Share price reaches or trades through the Stop Loss Level, trading in the affected Self Funding Instalments is halted. Whilst trading is halted, RBS will sell the Underlying Entities' Shares into the market at the Stop Loss Termination Price, and will calculate the Remaining Value.

The Remaining Value is calculated as:

Stop Loss Termination Price - Loan Amount - Expenses.

Trading in the affected Self Funding Instalments will recommence at 2:00pm (Sydney time) on the Trading Day immediately following the day on which the affected Self Funding Instalments are suspended. Trading will continue until close of trading on the following Trading Day, allowing investors to sell their affected Self Funding Instalments back to RBS for the Remaining Value. Otherwise, if the investor does not sell their affected Self Funding Instalments back to RBS on market, the Remaining Value is paid to the investor within ten Business Days and the affected Self Funding Instalment is cancelled.

j. Can the Stop Loss Level change?

Yes. The Stop Loss Level may change:

- (i) monthly (or such other frequency notified in Part 1 of the PDS) following a Corporate Action;
- (ii) where there are no existing Holders (other than RBS entities) and the Instalment Payment has also been adjusted at the same time; or
- (iii) following a Dividend going ex.

k. Will I be entitled to Dividends during the Investment Term?

During the Investment Term, if a Dividend is paid on an Underlying Entities' Share, that Dividend will generally be applied by RBS to reduce the Loan Amount (please refer to Section 4 of Part 2 of the PDS "Withholding Tax").

The Loan Amount will be reduced on the Dividend ex-date.

l. Do I have any rights in relation to the Underlying Entities?

Self Funding Instalments are not the same as the Underlying Entities' Shares, which trade separately on the ASX. The returns from Self Funding Instalments will differ from that of the Underlying Entities' Shares. Self Funding Instalments are leveraged investments and the returns from them will be more volatile than the returns from the Underlying Entities' Shares. This means that the risks of the investment may be greater than in the case of an investment of the same amount in the Underlying Entities' Shares, and that the price of the Self Funding Instalments is likely to vary more (in percentage terms) than the price of the Underlying Entities' Shares, and that Holders may either lose a portion, or all of, their investment.

The Holder of a RBS Self Funding Instalment will be registered as the legal owner of the RBS Self Funding Instalment. However, the Underlying Entities' Shares will be registered in the name of the Trustee, who will hold the Underlying Entities' Shares on behalf of, and with the Beneficial Interest belonging to, the Holder. The Holder's entitlement to the Underlying Entities' Shares is subject to the Security Interest in favour of the Issuer.

Some significant differences between investments in Self Funding Instalments and the Underlying Entities' Shares that investors should be aware of include, but are not limited to, the restriction that Holders:

- will not be able to participate in company dividend re-investment plans;
- will not receive notice of or be able to participate in company annual general meetings or exercise any voting rights in relation to the Underlying Entities' Shares;
- will not receive the company annual reports or financial statements;
- will not be able to participate in off-market buy-backs or non-renounceable rights issues; and
- will not be able to participate in or accept Takeover Bids or other similar Corporate Action elections.

For more information, please refer to Section 4.2 "What are the risk factors when investing in a Self Funding Instalment?".

m. When will the Security Interest be enforced?

RBS will exercise its Security Interest if a Holder:

- (i) does not give a valid Instalment Payment Notice and pay the Instalment Payment, Transfer Taxes and Expenses (if any) on the Expiry Date;
- (ii) does not pay the Loan Amount on an Early Expiry Date nominated by the Issuer;
- (iii) is liable to pay any other amount, including a Withholding Tax, Transfer Taxes or Expenses to the Issuer;
- (iv) defaults under the Terms in any way whatsoever; or
- (v) otherwise as allowed under the Terms or in this PDS.

If this happens, then the Issuer (or Trustee as the Issuer's nominee) is entitled to exercise a power of sale under the Security Interest and apply the proceeds in accordance with the Trust Deed, appoint Receivers and do anything a Receiver can do. In the case of (i) and (ii) only, an Assessed Value Payment will be paid by the Issuer to the Holder. Please see clause 21 of the Trust Deed for further details.

n. How do I obtain information on the Underlying Entities?

Information about the Underlying Entities may be obtained from the PDS Part 1, and the Underlying Entities' websites and newspapers. Your licensed financial advisor may also provide you with further information or research on the Underlying Entities. See Section 8.6 for further information.

o. How do I obtain information on my Holdings and Dividends?

You may contact the Registrar, Link Market Services on 1300 733 794 for information on your Self Funding Instalment holdings. You may also visit www.linkmarketservices.com.au for immediate online access.

p. What if I have a complaint?

If you have a complaint, you can contact RBS in the first instance. If the matter is not resolved to your satisfaction, RBS has an external dispute resolution process. Please refer to "Complaints and enquiries" at the back of this document for further information.

4. Benefits & risks

4.1 What are the benefits of Self Funding Instalments?

a. Enhanced Yields

Holders of Self Funding Instalments have the beneficial ownership of the Underlying Entities' Shares and thus will receive entitlements to any Dividends, including any franking credits, associated with the Underlying Entities' Shares, without having paid the full price of the Underlying Entities' Shares upfront.

The Loan Amount will generally be reduced by the Dividend amount on the Dividend ex-date (please refer to Section 4 of Part 2 of the PDS "Withholding Tax").

b. Leveraged Exposure to the Underlying Entities' Shares

Self Funding Instalments enable you to benefit from any growth in the price of the Underlying Entities' Shares during the Investment Term. Because the Self Funding Instalments offered under this PDS cost less than the price of the Underlying Entities' Shares, you can reduce your initial capital outlay to hold an interest in the same number of Underlying Entities' Shares or increase your equity exposure when spending the same amount of money.

c. Tax consequences

i. Deductibility of the Interest Amount for Income Tax purposes

Holders may be able to claim income tax deductions for all or part of the Interest Amount incurred for the time the Self Funding Instalment is held. RBS will provide you with an Instalment Taxation and Dividend Statement detailing the Interest Amount following the end of the financial year, as well as following the Expiry Date.

You should note that for Shareholder Applicants and Conversion Applicants, the Interest Amount may be claimed as a deduction only where the funds are used to generate assessable income. For example, to buy other securities that pay dividends or other distributions (see Section 2.2(ii) "Shareholder Applications – Convert your Underlying Entities' Shares into Self Funding Instalments" for more information and Section 2.2(iii) "Conversion Applicants – Convert your Prior Series Instalment Warrants into Self Funding Instalments" offered under this PDS).

ii. Franked Dividends

Franked Dividends may be received in respect of many of the Underlying Entities' Shares, meaning that company tax currently at 30% has been paid on the profits from which the Dividend has been paid prior to Underlying Entities' Shareholders receiving it. As a result, the Underlying Entities' Shareholders (and hence Holders) may be entitled to a tax offset in the form of franking credits. This depends on several factors including the tax circumstances of the Holder.

This is discussed in greater detail in Section 7.

d. Self Funding Instalments allow you to leverage your SMSF

Superannuation entities, such as regulated Superannuation Funds (including SMSFs), approved deposit funds and pooled Superannuation Trusts are subject to the SIS Investment Rules including restrictions on borrowing.

Under the SIS Investment Rules, a Trustee of a regulated Superannuation fund is permitted to borrow money under an arrangement that satisfies the following requirements ("Borrowing Requirements"):

- the borrowing is used to acquire an asset that is held on trust so that the Superannuation Fund Trustee receives a beneficial interest and a right to acquire the legal ownership of the asset (or any replacement) through the payment of instalments;
- the lender's recourse against the Superannuation Fund Trustee in the event of default on the borrowing and related fees, or the exercise of rights (typically a put option) by the Superannuation Fund Trustee, is limited to rights relating to the asset at the time of the action. These rights may include taking possession of, or disposing of, the asset; and
- the asset (or any replacement) must be one which the Superannuation Fund Trustee is permitted to acquire and hold directly. The other applicable SIS Investment Rules, such as those on in-house assets and acquiring certain assets from a related party of the Superannuation Fund, continue to apply.

In its Taxpayer Alert 2008/5, the ATO stated it was considering whether arrangements that involve the capitalisation of interest on a loan fail to satisfy the SIS Investment Rules regarding borrowing. In a subsequent Q&A, the ATO has stated that its concerns regarding capitalisation in Taxpayer Alert 2008/5 do not apply to commercially issued instalment warrant products where interest obligations may be met by further draw-downs of loan amounts. The Q&A indicates that such arrangements will satisfy the SIS Investment Rules regarding borrowings if the amounts capitalised are costs of the original borrowing (e.g. interest/charges directly incurred under the borrowing) and the borrowing otherwise complies with the SIS Investment Rules.

An investment in a related Trust forming part of an instalment warrant arrangement, which meets the Borrowing Requirements, will only be an in-house asset (for the purposes of the SIS Investment Rules) if the underlying asset would itself be an in-house asset of the Superannuation Fund if it were held directly. Superannuation entities investing in instalment warrants must comply with all other applicable SIS Investment Rules and the Trustee of the superannuation entity must ensure all investments (including instalment warrants) comply with their investment strategy.

The Shareholder Application process creates a charge over an asset of the Fund. For regulated Superannuation Funds and ADFs this is in contravention of the SIS Investment Rules. Therefore, RBS will not accept Shareholder Applications which it considers have been made by such entities. However, superannuation entities may still purchase Self Funding Instalments by Cash Application or from a Holder of the Self Funding Instalments.

There is some uncertainty whether a Conversion Application by a superannuation entity might contravene the SIS Investment Rules. Given the serious ramifications that a breach could have for a superannuation entity (including the loss of the entity's concessional tax status), Trustees of superannuation entities should obtain their own advice before investing in Self Funding Instalments by Conversion Application.

Self Funding Instalments should be considered as derivatives. Accordingly, regulated Superannuation Fund Trustees will need to comply with their Derivatives Risk Statement when investing.

Trustees of superannuation entities should seek their own advice as to whether Self Funding Instalments are an appropriate investment for their superannuation entity.

e. Other benefits

Other benefits include:

- Cash Extraction Strategy – allowing you to unlock existing equity and diversify your investment portfolio (only available for Shareholder Applicants who are not superannuation funds);
- no minimum amount when purchasing from a Holder of the Self Funding Instalments on the ASX but a minimum investment amount of \$10,000 when applying directly to RBS;
- no intrusive personal credit checks;
- no margin calls; and
- Self Funding Instalments feature a Stop Loss Level which ensures that the value of the Self Funding Instalments can never be negative.

4.2 What are the risk factors when investing in a Self Funding Instalment?

Investing in Self Funding Instalments involves a degree of risk. The leverage provided by investing in Self Funding Instalments (via the Loan Amount) means that the risks of investment may be greater than in the case of an investment of the same amount in the Underlying Entities' Shares. This Section is a summary of the key risks, but by its nature it cannot identify all of the relevant considerations that may be a risk for individual potential Holders, and is not a substitute for independent advice. Potential Holders should ensure that they understand fully all of the risks involved in holding the Self Funding Instalments. **RBS recommends that potential Holders obtain independent financial advice regarding these risks before purchasing the Self Funding Instalments.**

Self Funding Instalments are speculative and potential Holders should be aware that the overall return on the Self Funding Instalments:

- may be zero and Holders may lose all of their purchase price paid for the Self Funding Instalment; and
- may be less than the return Holders could earn on other investments.

Investors are warned that the value of the Self Funding Instalments may fall and that the Self Funding Instalments may become significantly less valuable over their Investment Term. Accordingly, Holders may lose some or all of the purchase price paid for the Self Funding Instalments. Investors should also note that the leverage may increase over time.

Self Funding Instalments and the Underlying Entities' Shares

Self Funding Instalments are not the same as the Underlying Entities' Shares. The returns from Self Funding Instalments will differ from that of the Underlying Entities' Shares. Self Funding Instalments are leveraged investments and the returns from them will be more volatile than the returns from the Underlying Entities' Shares. This means that:

- the risks of the investment in the Self Funding Instalments are greater than in the case of a direct investment of the same amount in the Underlying Entities' Shares;
- the price of the Self Funding Instalments is likely to vary more (in percentage terms) than the price of the Underlying Entities' Shares; and
- Holders may lose all of their investment if the Underlying Entities' Share price falls below the Loan Amount.

Some significant differences between investments in Self Funding Instalments and the Underlying Entities' Shares that investors should be aware of include, but are not limited to, the restriction that Holders:

- will not be able to participate in the Underlying Entities' Dividend reinvestment plans;
- will not receive notice of, or be able to participate in, shareholders' meetings or exercise any voting rights in relation to the Underlying Entities' Shares;
- will not receive the Underlying Entities' annual reports or financial statements;
- will not be able to participate in any buy-backs or non-renounceable rights issues; and
- will not be able to participate in or accept Takeover Bids that do not proceed to compulsory acquisition.

Possible illiquidity of Self Funding Instalments

Trading and transfers of Self Funding Instalments will be effected through ITS through the parties' brokers or through CHES in accordance with the Corporations Act, the ASX Market Rules, ACH Clearing Rules, ASTC Settlement Rules and Trust Deed.

Holders should be aware that there is no firm indication as to how the Self Funding Instalments will trade in the secondary market nor is there sufficient evidence as to whether the market will be liquid or illiquid. A liquid market is generally one in which there is sufficient trading activity to satisfy both buyers and sellers. An illiquid market is generally one in which it is difficult to convert Self Funding Instalments into cash with minimum loss. Accordingly, in an illiquid market there is a risk that Holders may not be able to sell their Self Funding Instalments at a price they wish to. To ensure sufficient liquidity, RBS undertakes to the ASX that it will make a market by maintaining buy and sell orders at market prices with a buy/sell spread for the life of the Self Funding Instalments, as per ASX Guidance Note 17. Please note, even though Holders can sell Self Funding Instalments, they may still incur a loss on the sale price of their Self Funding Instalments.

Performance by RBS

The value of the Self Funding Instalments depends on, among other things, the ability of RBS to perform its obligations in accordance with the Trust Deed. The financial performance of RBS may affect their respective abilities to meet such obligations. The obligations of RBS are unsecured.

Section 8 "Additional Information" includes information about the business activities and financial position of RBS. However, Holders must make their own assessment of RBS' ability to meet its respective obligations in respect of the Self Funding Instalments.

Factors Affecting Self Funding Instalments Value

This PDS does not specify the First Payment for each Self Funding Instalment because the First Payment will vary from time to time during the Offer Period. The value of a Self Funding Instalment is expected to be dependent upon such factors as:

- a. the Instalment Payment;
- b. the Interest Rate and Interest Amount;
- c. the price, liquidity and volatility of the Underlying Entities' Shares;
- d. the level of Dividend or other distribution yields;
- e. real or anticipated changes in general economic conditions and the earnings results of the Underlying Entities;
- f. RBS or its Guarantor's ability to meet their respective obligations under the Trust Deed or the Guarantee, as the case may be;
- g. early expiry of the Self Funding Instalments;
- h. changes to taxation; and
- i. de-listing or suspension of the Underlying Entities' Shares.

The price of a Self Funding Instalment is generally likely to fall or rise if the price of the Underlying Entities' Shares falls or rises. RBS makes no representation or warranty as to the performance of the Underlying Entities' Shares.

Interest Amount

RBS has an absolute discretion in setting the Interest Rate and consequently the Interest Amount. In general, under normal market trading conditions, RBS expects the Interest Rate to reflect RBS' ability to obtain funding based on interest rate levels in the wholesale money market.

However, it is possible for RBS to exercise its discretion to increase (including substantially increase) the Interest Rate and the Interest Amount of one or more Self Funding Instalments. Such an increase may occur, for example, because:

- a. RBS has incurred or is likely to incur greater costs in issuing or maintaining the Self Funding Instalment;
- b. market conditions affect the liquidity, volatility and pricing of RBS' hedge;
- c. trading practices by investors in the Self Funding Instalments occur which are unusual or which RBS did not intend the Self Funding Instalments to be used for and which adversely impact RBS, the market integrity of the Self Funding Instalments and the Self Funding Instalments' market price spreads; or
- d. any of the other factors listed in Section 3(c) are adversely affected.

Security Interest, power to sell and Stop Loss Events

Upon registration as a Holder of a Self Funding Instalment, a Security Interest is created in favour of the Lender over all the present and future property of the Separate Trust. Please refer to clause 2 of the terms in the Trust Deed. The Security Interest gives the Lender the power to sell the Underlying Entities' Shares upon certain circumstances occurring, including but not limited to, the Holder's bankruptcy, a breach by the Trustee of the Trust Deed, failure by the Holder to complete the Self Funding Instalment or make a payment due to the Lender or the Issuer when it is due.

In addition, the investor authorises RBS to sell the Underlying Entities' Shares if a Stop Loss Event occurs. The occurrence of a Stop Loss Event can lead to the automatic sale of the Underlying Entities' Shares and the expiry of your Self Funding Instalments. Please refer to clause 16 of the Trust Deed for more detail.

Exercise of discretion by RBS

Holders should note that some provisions of the Trust Deed confer discretions on RBS. These include the discretion to vary the Interest Rate and Interest Amount daily, or other frequency as determined by RBS and advised to the Holders, nominate Extraordinary Events or a Stop Loss Level and to determine whether a material change to the relevant Underlying Entities' Shares as a result of a Corporate Action has occurred. The exercise or non-exercise of these discretions could adversely affect the value of the Self Funding Instalments.

Holders do not have the power to direct RBS concerning the exercise of any discretion. The discretions are set out in the Trust Deed.

Takeover Offers for Underlying Entities

If a Takeover Bid is made for any Underlying Entity, RBS will not accept the Takeover Bid and will have no obligation to communicate any information it receives on the Takeover Bid to the Holder. Compulsory acquisition may follow a successful Takeover Bid and, in accordance with the Trust Deed, RBS may nominate an Extraordinary Event (in which case the Self Funding Instalments may expire) and may substitute the Underlying Entities' Shares.

Change to Trust Deed

RBS may in certain circumstances make changes to the Trust Deed. These circumstances are set out in Section 8.4 “Amendments to the Trust Deed”.

Potential conflicts of interest

Companies in the RBS Group will conduct transactions as Principal and as Agent in various securities, including the Self Funding Instalments and the Underlying Entities’ Shares.

Potential conflicts of interest can arise because a number of entities involved in this offer are related parties, or the Trustee is a wholly owned subsidiary of RBS and has one or more directors who are also senior executives of RBS.

RBS, other members of the RBS Group (including the Trustee), or their directors, employees or affiliates may, subject to law, hold shares or units in members of the RBS Group and/or hold Self Funding Instalments. The directors and employees of RBS and other members of the RBS Group may receive remuneration based on the issue or performance of the Self Funding Instalments, in whole or in part.

Members of the RBS Group may have business relationships or alliances (including joint ventures) with any of the Underlying Entities and/or be a substantial shareholder of any of the Underlying Entities. In addition, members of the RBS Group may from time to time advise any of the Underlying Entities in relation to Self Funding Instalments or activities unconnected with the Self Funding Instalments which may or may not affect the value of the Underlying Entities, the Underlying Entities’ Shares and/or Self Funding Instalments. Such relationships and advisory roles may include but are not limited to:

- acting as Manager or Joint Lead Manager in relation to the offering or placement of rights, options or other securities including Underlying Entities’ Shares;
- advising in relation to mergers, acquisitions or takeover offers; and
- acting as general financial advisor in respect of, without limitation, corporate advice, financing, funds management and property and other services.

RBS may also have a commercial relationship with various senior executives of an Underlying Entity and may sell financial products to, or advise, such senior executives in relation to Self Funding Instalments and matters unconnected with the Self Funding Instalments.

These activities may have an adverse affect on the value of Shares or the Self Funding Instalments.

Withholding Tax

In certain circumstances, the Trustee may be required to withhold a portion of a Dividend and pay such withheld portion to the ATO (“Withholding Tax”). For instance, if you do not provide your TFN or ABN (and no exemption applies) and a Dividend is paid which is not fully franked. Likewise, if you are a non-resident of Australia and you are not operating from an Australian permanent establishment, the Issuer may have to withhold an amount.

The Issuer has the right to recover this Withholding Tax by:

- a. selling some or all of the Holder’s Self Funding Instalments without prior notification to the Holder;
- b. by receiving a re-imbusement directly from the Holder; or
- c. deducting the Withholding Tax from the Dividend.

To ensure the Self Funding Instalments remain fungible and trading at the same price, if the Issuer deducts the Withholding Tax from the Dividend, it will do so for all the Self Funding Instalments in that Series. Those Holders who have provided their TFN/ABN and who are Australian residents will then receive this deducted amount as a Cash Payment.

RBS may attempt to contact Holders who have not provided their TFN/ABN to obtain these details.

Early Expiry Date and lapse of Self Funding Instalments

The Expiry Date of a Self Funding Instalment may be brought forward on the occurrence of an Extraordinary Event (see Section 8.1 “Extraordinary Events and Early Expiry”). You may choose to Complete the Self Funding Instalment by making the Instalment Payment and taking delivery of the Underlying Securities prior to the Expiry Date. The Self Funding Instalment will lapse after the Expiry Date.

Historic performance of the Underlying Entities’ Shares

Past performance of the Underlying Entities’ Shares is not necessarily a guide to future performance, which can be volatile.

Suspension of Warrant Trading

Trading of Self Funding Instalments on the ASX may be halted or suspended by the ASX in accordance with the ASX Market Rules. This may occur, for example, whenever the ASX deems such action appropriate in the interests of maintaining a fair and orderly market in Self Funding Instalments or to protect investors, or if RBS fails to comply with the ASX Market Rules or the Trust Deed.

The withdrawal or suspension of the Self Funding Instalments may, at the Issuer’s discretion, cause the Self Funding Instalments to lapse if such withdrawal or suspension is deemed, with the ASX’s consent, to be an Extraordinary Event by the Issuer.

General market risks

The price of Self Funding Instalments could also be affected by general movements in local and international stock markets, prevailing and anticipated economic conditions, Holder sentiment, interest rates and exchange rates.

5. Costs & fees

5.1 What are the costs of investing in Self Funding Instalments?

This Section outlines fees and other costs that you may be liable to pay in respect of your Self Funding Instalments.

Initial consideration

The initial consideration contributed by Applicants to acquire the Self Funding Instalments varies depending on the Applicant type as outlined below.

Cash Applicants

Cash Applicants will make the First Payment to RBS to purchase the Self Funding Instalments.

Shareholder Applicants

Shareholder Applicants are not required to pay a cash amount for the First Payment. Shareholder Applicants must hold a minimum number of the Underlying Entities' Shares as set out in the Summary Table in PDS Part 1 and transfer that number of Underlying Entities' Shares to the Trustee which is equal to the Self Funding Instalments for which they are applying.

Shareholder Applicants will be entitled to receive a Cash Back Amount, as described in Section 2.2(ii) "Shareholder Applications – Convert your Underlying Entities' Shares into Self Funding Instalments".

Conversion Applicants

Conversion Applicants are not required to pay a cash amount for the First Payment. However, Conversion Applicants may be required to make a Conversion Payment to RBS when the Loan Amount for the Self Funding Instalments offered under this PDS is **less** than the sum of the Instalment Payment to be made on the Prior Series Instalments plus Borrowing Fee (if any) for the Self Funding Instalments offered under this PDS (refer to Section 2.2(iii) "Conversion Applications – Convert your Prior Series Instalments into the Self Funding Instalments offered under this PDS" for more information).

Conversion Applicants may be entitled to receive a Conversion Cash Back, as described in Section 2.2(iii).

Interest Amount

When you acquire a Self Funding Instalment you also obtain a Loan. You will not be required to pay the Interest Amount in respect of your Loan on the issue of a Self Funding Instalment. The Interest Amount will vary daily (or another frequency as determined by RBS and detailed in Part 1 of the PDS) as it is based on a variable Interest Rate per annum. The Interest Amount in respect of your Loan will be added to your Loan Amount on a daily basis (or another frequency as determined by RBS and detailed in Part 1 of the PDS) until and inclusive of the Expiry Date (unless the Self Funding Instalment is terminated or Completed before the Expiry Date in which case the daily or other applicable Interest Amount will be added to the Loan Amount until and inclusive of the date of early termination or Completion.) You can obtain an indication as to the current Interest Amount at any time during the Offer Period by calling RBS on 1800 450 005. Please also refer to Section 3(c) and (d) for more information.

The deductibility of all or part of the Interest Amount is discussed in Section 7 "Income Tax Considerations".

Borrowing Fee

RBS may charge you a Borrowing Fee which relates to the cost of providing a Loan to you. The Borrowing Fee is calculated as a percentage of the Loan Amount per Self Funding Instalment. The Borrowing Fee is payable by each Holder on the issue of the Self Funding Instalments. The maximum Borrowing Fee and the payment mechanism are described in the table below.

A Holder who acquires a Self Funding Instalment from another Holder of the Self Funding Instalments will not pay the Borrowing Fee to RBS at the time of acquisition.

Borrowing Fee

When paid	Borrowing Fee	Interest Amount	How paid
On issue of the Self Funding Instalment	A percentage of the Loan Amount per Self Funding Instalment on the issue date. The amount of Borrowing Fees may vary for each Applicant. Please contact your financial advisor or RBS on 1800 450 005 for the current level of Borrowing Fees applicable.	The Interest Amount will vary daily. Investors can find out the Interest Amount on a particular day by calling RBS on 1800 450 005.	<p>Cash Applicants – paid by the Holder as part of the First Payment.</p> <p>Shareholder Applicants – deducted automatically from the Loan Amount.</p> <p>Conversion Applicants – deducted automatically from the Loan Amount (to the extent available). If the Loan Amount is not sufficient, the Holder will need to make an additional payment equal to any shortfall to RBS.</p>

Initial Consideration Variables

The amount of the First Payment for Cash Applicants, the Cash Back Amount for Shareholder Applicants and the Conversion Cash Back or Conversion Payment for Conversion Applicants is not fixed and is not specified in this PDS. This is because these amounts will vary depending on a variety of factors at the time of the Application, including:

- the price of the Underlying Entities' Shares;
- the volatility of those Underlying Entities' Shares value;
- the Instalment Payment or Loan Amount of the Self Funding Instalment;
- Dividends payable by the Underlying Entities' Shares; and
- level of Interest Rates.

Below is a table which illustrates how a change in these factors may affect the price of the Self Funding Instalments:

Increase in factor	Effect on price
Underlying Entities' Share price	Higher
Instalment Payment (Loan Amount)	Lower
Dividends	Higher
Interest Rates	Lower

5.2 Other fees and costs

Placement Fee

RBS may, at its discretion, pay a placement fee on all Applications to licenced financial advisors and market participants approved by RBS (including RBS (Equities) Australia Limited), whose stamp appears on an Application Form. This fee will not be payable unless the relevant party advises RBS of its right to receive the fee within five Business Days of the relevant Application being received. The placement fee is payable by RBS out of its own funds and is not an additional cost to a Holder. Payment of this fee means that, the greater the number of Self Funding Instalments you apply for, the more fees your financial advisor will receive. To obtain the current level of placement fees payable by RBS on each Application, please contact your financial advisor or RBS on 1800 450 005.

Commissions

RBS may pay the trailing commissions based on the Loan Amount on each Self Funding Instalment to a distributor of the Self Funding Instalment. These commissions are payable by RBS out of its own funds and are not an additional cost to a Holder. The actual amounts of these commissions may be obtained by contacting your financial advisor or RBS on 1800 450 005.

Trustee Fees

No fees are payable for the services performed by the Trustee in connection with the Self Funding Instalments issued under this PDS.

Brokerage on secondary market trades

RBS will not charge brokerage for your Self Funding Instalments transaction on the ASX as Self Funding Instalments cannot be purchased from RBS on the secondary market. Self Funding Instalments may be purchased from any ASX broker, and your broker will advise you on the brokerage payable.

Transfer Tax

It is the understanding of RBS that under current laws, no Transfer Taxes are payable with respect to the acquisition, transfer or Completion of a Self Funding Instalment. If Transfer Taxes were payable, prior to sending an Instalment Payment Notice for a Self Funding Instalment, Holders should call RBS on 1800 450 005 to obtain the Transfer Tax payable for the relevant number of Self Funding Instalments the Holder proposes to Complete.

Other Expenses

If a Holder does nothing on the Expiry Date or RBS is otherwise entitled to enforce its Security Interest, other fees, costs and expenses incurred in connection with the sale of the Underlying Entities' Shares will be borne by the Holder.

Expenses and brokerage (if applicable) incurred by the Issuer in relation to the occurrence of a Stop Loss Event, a Completion or an Extraordinary Event may also be charged. However, if a Holder lodges an Instalment Payment Notice at any time between one month before the Expiry Date and 5:00pm on the Expiry Date, then no Expenses will be payable. Please see clause 12 of the Trust Deed for further details.

6. Loan

Each Self Funding Instalment incorporates a Loan to the Holder on the terms contained in the Trust Deed. This Section is a summary of the terms of the Loan.

RBS provides the Loan to the Holder of the Self Funding Instalment, with RBS taking a Security Interest, or “charge”, over the Underlying Entities’ Shares. Holders cannot either sell or transfer the Underlying Entities’ Shares without first repaying the Loan by lodging a valid Instalment Payment Notice in accordance with the Trust Deed and taking legal title to the Underlying Entities’ Shares.

- for Cash Applicants, the Loan Amount together with the First Payment are applied towards the purchase of the Underlying Entities’ Shares and payment of the Borrowing Fee (if any);
- for Shareholder Applicants, the Loan Amount less the Borrowing Fee (if any) and any applicable stamp duty will be paid to each Shareholder Applicant; or
- for Conversion Applicants, you will have to pay the Conversion Payment or you will receive a Conversion Cash Back depending on if the Loan Amount for the Self Funding Instalments offered under this PDS is less or greater than the sum of the Instalment Payment for the Prior Series Instalments and the Borrowing Fee (if any) payable on the Self Funding Instalments offered under this PDS.

Shareholder Applicants who receive a Cash Back Amount or Conversion Applicants who receive a Conversion Cash Back from the Loan proceeds must use the amount received wholly for business or investment purposes if they wish to claim a tax deduction for the interest on the Loan.

The Loan Amount for each Series of Self Funding Instalments is initially set on the date of the PDS in the PDS Part 1. The Loan Amount will increase on a daily basis by a daily Interest Amount (or another frequency as determined by RBS and advised to the Holders) which is added to the Loan Amount until and inclusive of the Expiry Date unless the Self Funding Instalment is terminated or Completed before the Expiry Date, in which case the daily or other relevant Interest Amount will be added to the Loan Amount until and inclusive of the date of early termination or Completion.

The Loan Amount will generally be reduced by the Underlying Entities’ Dividends that are paid during the term of the Self Funding Instalment (please refer to Section 4 of Part 2 of the PDS “Withholding Tax”).

The Loan Amount will be reduced on the Dividend ex-date. The Loan Amount may also vary following certain adjustment events resulting from a Corporate Action. The Loan Amount (together with the Stop Loss Level) may also be re-adjusted where there are no Holders in the Self Funding Instalments.

a. Interest Amounts

i. Interest payment

When you make an Application for Self Funding Instalments (whether by way of a Cash Application, Shareholder Application or Conversion Application), you will not be required to pay the Interest Amount in respect of the Loan until after the acceptance of your Application. The Interest Amount will be calculated based on a variable Interest Rate on a daily basis (or another frequency as determined by RBS and detailed in Part 1 of the PDS) from the date of the acceptance of the Application until, and inclusive of, the Expiry Date or the date of the early termination or Completion of the Self Funding Instalment. Such a daily or other relevant Interest Amount will be payable on the day to which it relates. It will be paid by way of a draw down of additional funds, which will be added to the Loan Amount on a daily basis (or other relevant frequency as determined by RBS).

ii. Calculating your interest amount

The amount of interest charged on the Loan Amount is calculated on a daily basis (or another frequency as determined by RBS and detailed in Part 1 of the PDS) using a variable Interest Rate and added to the Loan Amount on a daily basis (or another frequency as determined by RBS and detailed in Part 1 of the PDS). Potential investors can obtain the current Interest Amount at any time by contacting RBS on 1800 450 005. The deductibility of all or part of the Interest Amount is discussed in Section 7 “Income Tax Considerations”.

b. Transfers

Holders may sell their Self Funding Instalments on the ASX during the life of the Self Funding Instalments. In this case, the person buying the Self Funding Instalments will draw down a new Loan with RBS for an amount equal to the previous Holder’s Loan Amount (including capitalised Interest Amount). The new Holder’s Loan Amount will be used to repay the previous Holder’s Loan Amount and RBS’ Security Interest over the Underlying Entities’ Share will remain intact.

Please note that settlement of trades on the ASX currently takes place on a T+3 basis. This means that secondary market purchasers will generally not appear on the Register as Holder of the Self Funding Instalment until the fourth Business Day following the ASX transaction.

c. Loan repayment

The Loan is repaid by:

- you paying the Instalment Payment in cash on or before the Expiry Date and the Trustee will then deliver the Underlying Entities' Shares to you;
- on your behalf, by a purchaser of your Self Funding Instalment, when you sell to a third party (see Section 2.3(i) "Sell your Self Funding Instalments before the Expiry Date");
- applying any Loan Amount advanced or any Conversion Payment made by you, when converting your expiring Prior Series Instalments into a new Series of Self Funding Instalments (provided that a new Series is available) (see Section 2.3(iii) "Convert your expiring Self Funding Instalments to a new Series of Self Funding Instalments");
- the Lender enforcing its Security Interest over the Underlying Entities' Shares; or
- application of sale proceeds from selling the Underlying Entities' Shares if a Stop Loss Event occurs.

The Loan is limited in recourse to the Underlying Entities' Shares. Instead of paying the Instalment Payment you may simply let the Self Funding Instalments expire without taking any action. This is the case even if the price of the Underlying Entities' Shares is less than the Instalment Payment on the Expiry Date.

d. Stop Loss Event

Self Funding Instalments feature a Stop Loss Level which ensures that the value of the Self Funding Instalments can never be negative. This feature ensures that in a worst case scenario, a Holder can never lose more than their initial investment and RBS will never request additional payments, like margin calls, from Holders.

Please refer to Section 3(i) for further details.

7. Income Tax considerations

The Australian income tax consequences of being a Holder vary depending upon the Holder's tax character and activities. The summary below is based on the following assumptions:

- i. the Holder is an Australian resident and either an individual or a Trustee of a complying Superannuation Fund that is not a small business entity (as defined);
- ii. the Holder does not buy a Self Funding Instalment as part of a business of trading or dealing in shares or warrants, so that the Self Funding Instalment is held by an investor as a capital asset and is neither trading stock nor a revenue asset;
- iii. where the Holder does not wish to hold the Self Funding Instalment until the Expiry Date then they will sell the Self Funding Instalment on the secondary market; and
- iv. the Underlying Entities' Share will not be the subject of any securities lending arrangement.

The summary is based on Australian law and administrative practice in effect at the date of this PDS. However, the ultimate interpretation of the law rests with the Courts. The law, and the way the Commissioner of Taxation ("**Commissioner**") administers the law, may change at any time.

This statement is provided only for the benefit of the Issuer and is necessarily general in nature. It 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 as the consequences for a particular Holder may differ from this summary.

This Section does not discuss the requirements of the **Superannuation Industry (Supervision) Act 1993 (SIS Act)** or the **Superannuation Industry (Supervision) Regulations 1994 (Regs)**. We assume an investor that is a Superannuation Fund Trustee does not breach the SIS or Regs by investing in this product (in particular the in-house asset, charging and borrowing restrictions).

Baker & McKenzie, legal advisors to the Issuer, is not involved in the marketing of this transaction and its role should not be interpreted to mean that it encourages any party to invest.

Interest

Subject to the comments regarding the 'capital protected borrowings' legislation, interest on a Loan Amount borrowed by a Cash Applicant should be deductible at the time the interest accrues – i.e. on a daily basis. In the case of a Conversion Applicant or Shareholder Applicant, the use to which the Loan Amount is put will determine whether the interest is deductible.

Capital protected borrowing rules

Division 247 of Part 3-10 of the Tax Act was enacted for the purpose of treating part of the expense paid in relation to specified "capital protected borrowings" as attributable to the cost of the capital protection feature, deeming this cost to be non-deductible and included in the cost base of a notional put option deemed to be acquired by the borrower.

The Loan Amount is a capital protected borrowing for the purpose of these rules. However, it is expected that:

- i. the aggregate of the interest on the amount borrowed **plus** amounts paid for capital protection;
- ii. will not exceed 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 Personal Unsecured Loans – Variable Rate (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 i. did exceed ii, the excessive amount would not be deductible but would instead be capitalised and included in the cost base of a notional put option deemed to be acquired by the investor.

On 13 May, 2008 the Federal Treasurer announced in the Federal Budget a proposed change to the capital protected borrowing rules in Division 247. The Treasurer proposed to amend the benchmark interest rate to the Reserve Bank of Australia's Indicator Variable Rate for Standard Housing Loans. Relevantly, it is proposed that this Budget announcement will apply to arrangements entered into after 7:30pm (AEST) on 13 May 2008. If this announcement is enacted in its proposed form, it may reduce the amount of interest that a Holder may claim as a deduction (with the excess included in the cost base of the notional put option referred to above).

Where a portion of the expenses incurred are caught by these provisions, these capitalised non-deductible expenses should result in the crystallisation of a capital loss on repayment of the Loan Amount equal to the amount ascribed to the option under the capital protection provisions and any incidental costs of acquiring the Holder's put option.

In the unlikely event that the Remaining Value is negative, such that the Holder relies on the limited recourse feature of the Loan, these capitalised non-deductible expenses should be included in the cost base of the Underlying Entities' Shares.

Dividends

Any dividends paid on the Underlying Entities' Shares must be included in the Holder's assessable income. This is the case irrespective of whether the dividends are paid to the Holder or used to repay the Loan.

If franking credits are available in respect of the dividends then a Holder should, subject to the anti-avoidance rules discussed below:

- i. include in their assessable income an additional amount equal to any franking credits attached to the dividends; and
- ii. claim a tax offset equal to this additional amount which can be offset against the Holder's income tax liability for that income year.

Holders who are either a resident individual or that are a complying Superannuation Fund are entitled to a refund of any excess tax offsets that exceed the Holder's income tax liability for that year.

The tax legislation contains various anti-avoidance rules designed to ensure investors cannot enter schemes for the purpose of trading in franking credits and tax offsets. As a discrete investment, and subject to the following comments, we do not consider that Self Funding Instalments fall within the scope of these anti-avoidance rules. However, as the application of these rules always depends upon the particular circumstances relevant to the investor, Holders should ensure that they receive tax advice on this issue regarding, in particular, the potential application of:

- i. the 45 day at risk rules in Division 1A of Part IIIAA of the Tax Act; and
- ii. section 177EA of Part IVA of the Tax Act.

45 day at risk rules

The comments below are based on Division 1A of Part IIIAA of the Tax Act as it operated just prior to 1 July, 2002 - being the date from which Part IIIAA ceased to apply. The Government's intention since 2002 has been to re-write these rules as part of its comprehensive review of the dividend imputation regime (which occurred in 2002). However, the re-written rules are not yet enacted despite the Government's express statements that there has been no intended change of policy regarding the application of these rules (in Taxation Determination TD 2007/11 the Commissioner of Taxation indicated that Division 1A continues to have ongoing effect).

Division 1A requires the Trustee and Holder to hold the Underlying Entities' Shares "at risk" during a specified period. Very broadly, "at risk" means being exposed to at least 30% of the risks of loss and opportunities for gain associated with the Underlying Entities' Share. This is referred to as the Holder's "net position" in the Underlying Entities' Share. A Holder unable to satisfy this test in respect of a dividend will not be entitled to a tax offset for the franking credits attached to the dividends.

We would generally expect that Division 1A will **not** result in a Holder being denied the benefit of franking credits, due to the fact that, as a general rule, a Holder will benefit in any appreciation in value in the Underlying Entities' Shares (therefore exceeding this 30% requirement). However, should the Holder hold other interests that could be characterised as hedging the Holder's exposure to the Underlying Entities' Shares, this conclusion would need to be revisited.

As a discrete point, there is a technical issue as to whether a beneficiary of a security trust can ever satisfy this "at risk" requirement - despite the fact that they may, as a commercial matter, be exposed to changes in value of the underlying shares. This technical issue is due to the fact that, as the holding period provisions are currently drafted, a charge granted by a security trustee effectively reduces the net position of an investor in the underlying secured property to nil. We consider this outcome is contrary to the spirit of the holding period rules and it is unlikely that the Commissioner would apply these provisions in this manner to deny an investor their entitlement to franking credits. This view is based on the fact that in Class Ruling CR 2007/51, which involved a security trust, the Commissioner sanctioned the flow through of franking credits by exercising a specific discretion to allow the flow through of franking credits to investors where the holding period requirements were not otherwise satisfied. While investors cannot rely on this Class Ruling, we consider that its outcome is consistent with both current market practice and the intended spirit of these provisions.

For completeness we also note that:

- i. these rules do not apply to an individual with an entitlement to tax offsets of \$5,000 or less (in an income year); and
- ii. a complying Superannuation Fund may elect irrevocably to have a franking credit and rebate ceiling apply to them in accordance with a particular statutory formula as an alternative to satisfying the holding period rule. Broadly, this statutory formula allows the Superannuation Fund to claim franking credits equal to 120% of a notional total rebate amount referable to a benchmark portfolio of shares based on the All Ordinaries Index. To calculate the notional total rebate amount a superannuation fund needs to multiply its net equity exposure (this will involve working out the delta of the equity positions it takes during the relevant income year) and the average franking rebate yield for the benchmark portfolio (this yield is published on the Australian Taxation Office's website ato.com.au). A Superannuation Fund needs to seriously consider whether to elect to have this franking credit ceiling apply to it as the election is irrevocable and it may be that the fund may be entitled to more franking credits if it instead satisfied the holding period rule.

Section 177EA of Part IVA

Section 177EA is a specific anti-avoidance provision designed to stop the trading and streaming of franking credits. As with Part IVA generally (see discussion below), the application of this provision depends on the circumstances of the particular Holder and, consequently, Holders should obtain their own tax advice regarding the potential application of this section. However, as a general point, we do not consider that a Self Funding Instalment has any terms or conditions that make it particularly sensitive to the application of section 177EA.

Unit Trust distributions

The Underlying Entities' Shares may include interests in Underlying Entities that are unit trusts which are not taxed as if they were companies under Divisions 6B or 6C of Part III of the 1936 Act. Where this is the case, investors should include in their assessable income their share of the "net income" of those Underlying Entities in the income year of receipt. This share should be calculated by reference to the trust law income from each of these unit trusts to which the investor is entitled.

Borrowing Fees

Borrowing Fees are deductible to the extent that the Loan Amount is used for the purpose of producing assessable income. The deduction for Borrowing Fees will be spread over the lesser of five years or the term of the Loan. If the Loan is discharged prior to its nominally set term (for instance where an investor sells their Self Funding Instalment on the secondary market) then the Holder will be able to deduct the remaining un-deducted balance of the Borrowing Fees in the income year the Loan is discharged.

CGT

As a general rule, the security trust exemption in the CGT rules provide that, very broadly, the transfer of the Underlying Entities' Shares to or from the Holder to the security trustee on the provision and redemption of a security interest is not a taxable event under the CGT rules.

As such, as a general rule, for CGT purposes Holders are treated as if they were the owner of the Underlying Entities' Shares, despite the fact that legal title is with the security trustee.

Sale of Underlying Entities' Share

A Holder will make a capital gain when the capital proceeds on disposal of the Underlying Entities' Shares exceeds the cost base of acquiring those shares.

A Holder who is a Cash Applicant or purchases a Self Funding Instalment on the secondary market will have a cost base in the Underlying Entities' Shares which comprises:

- i. the Holder's consideration to acquire the Underlying Parcel - being the Loan Amount (at the time of acquisition) **plus** the purchase price of the Self Funding Instalment **less** any Borrowing Fee; and
- ii. incidental costs of acquisition and disposal.

A Holder who is a Shareholder Applicant will have a cost base in the Underlying Entities' Shares which comprises:

- i. the consideration paid by the Holder to originally acquire the Underlying Entities' Shares; and
- ii. incidental costs of acquisition and disposal.

A Holder who is a Conversion Applicant will carry over the cost base they had in the Underlying Entities' Shares in the prior series, plus any additional cost incurred in respect of acquisition or disposal.

The cost base which a Holder has in the Underlying Entities' Shares (whether they are a Cash Applicant, purchased on the secondary market, Shareholder Applicant or Conversion Applicant) may be adjusted where the Holder does nothing at the Expiry Date and RBS exercises its powers of sale under the Security Interest and disposes of the Underlying Entities' Shares. If the sale proceeds received on such a disposal are less than the Loan Amount resulting in a shortfall which the Holder is not required to repay, it is the Commissioner's preferred view that the Holder should reduce their cost base in the Underlying Entities' Shares by the shortfall amount.

The Holder should be entitled to offset against any capital gain losses which the Holder may otherwise have incurred earlier in that year or carried forward from an earlier year of income.

The calculation of any net capital gain to be included in the Holder's assessable income may be reduced under the discount CGT provisions. If the Underlying Entities' Shares have been held for at least 12 months, where the Holder is an individual, the capital gain will be reduced by 50% (subject to the Holder first applying capital losses against the full capital gain). Where the Holder is the Trustee of a complying Superannuation Fund, the CGT discount for Underlying Entities' Shares held for at least 12 months is 33¹/₃%.

Sale of Self Funding Instalment on secondary market

Where a Holder sells their Self Funding Instalment on the ASX, they will be treated as having sold the Underlying Entities' Share subject to the Security Interest and repayment of the Loan Amount.

The capital proceeds which a Holder receives on their sale of an Self Funding Instalment will be the sum of:

- i. the sale price of the Self Funding Instalment; and
- ii. the balance of the Loan Amount.

Part IVA of the Tax Act

Part IVA outlines a general income tax anti-avoidance regime. The regime can apply to any "tax benefit" (as defined) obtained by a taxpayer under a scheme where any party to the scheme has entered into it for the dominant purpose of enabling the taxpayer to obtain a tax benefit in connection with the scheme. The application of Part IVA depends on the circumstances of each investor. You should discuss the potential application of these rules with your own tax advisor.

Taxation of Financial Arrangements

On 4 December, 2008 *Tax Laws Amendment (Taxation of Financial Arrangements) Bill 2008* was introduced into the House of Representatives ("TOFA"). TOFA proposes to enact a new regime for the taxation of financial arrangements. It was referred to the Senate Economic Committee on that day, followed by a report.

TOFA implements – in a proposed new Div 230 of the Tax Act – the final stages of the TOFA reform program which commenced in the early 1990s. Division 230 will apply on a mandatory basis to all income years commencing on or after 1 July, 2010, however taxpayers can elect to apply Div 230 to income years commencing on or after 1 July, 2009.

Since the proposed TOFA regime has not yet been legislated, the terms of TOFA and application date may change. However, with that said, it is unlikely that TOFA will apply to Holders as it is expected that the TOFA Bill will only apply to financial arrangements that a taxpayer "starts to have" on or after 1 July, 2010 (although taxpayers will be allowed to elect in early for existing arrangements). Furthermore, there is an exception for financial arrangements held by complying Superannuation Funds with assets of less than \$100 million and individuals where the financial arrangement is not a qualifying security (and Self Funding Instalments are not qualifying securities).

RBS Group (Australia) Pty Limited does not provide taxation advice. As the taxation profile of each Applicant is different, each Applicant should seek their own independent taxation advice.

8. Additional information

8.1 Extraordinary Events and Early Expiry

RBS may in certain circumstances, with the consent of the ASX, nominate an Extraordinary Event. These circumstances include but are not limited to:

- certain Corporate Actions;
- Market Disruption Events;
- delisting or suspension from trading of the Underlying Entities' Shares;
- changes to taxation (including changes to stamp duty laws which result in additional duty becoming payable or anticipated and changes to tax legislation whereby Trustees are taxed in a manner similar to companies and Trust distributions are taxed in a manner similar to corporate distributions;
- any other changes which have a material financial impact on the Self Funding Instalments); or
- any other event which would make performance of RBS' obligations for Self Funding Instalments unlawful or impossible.

Investors should review the definition of Extraordinary Event in clause 15 of the Trust Deed. In the case of any such Extraordinary Events, RBS may nominate an Early Expiry Date which will result in the bringing forward of the Expiry Date announced by RBS. The Early Expiry Date nominated by RBS shall become the Expiry Date for that Series of Self Funding Instalments. RBS will give at least ten Business Days notice to the Holders of the nomination of an Early Expiry Date.

Please read clause 15 of the Trust Deed for further details.

8.2 Corporate Actions and Takeovers

RBS may nominate how a Corporate Action in relation to an Underlying Entities' Share is treated under the Trust Deed (including but not limited to cash return of capital, capital reduction, buy-back or withdrawal offer for the Underlying Entities' Shares, a subdivision, consolidation or reclassification of an Underlying Entities' Shares, free distribution of any Underlying Entities' Shares by way of bonus, capitalisation or similar issue, compulsory redemption of the Underlying Entities' Shares by the Underlying Entity, rights issue, merger, demerger, Takeover Bid, any property comprised in an Underlying Entities' Share being subject to a scheme of arrangement, quasi-scheme of arrangement or merger in the nature of a scheme of arrangement, winding up of the Underlying Entity or any other event that, in RBS' reasonable opinion is similar).

RBS may nominate that:

- a. the event be treated as an Extraordinary Event (see Section 8.1);
- b. the Loan Amount / Instalment Payment, Stop Loss Level, Underlying Entities' Shares, or other terms of the Self Funding

Instalments (except the Expiry Date) may be adjusted or replaced by RBS in a fair and equitable manner, subject to ASX consent to preserve as far as reasonably possible the position of the Holders and RBS with respect to the Self Funding Instalments. For example, in the event of a share split, RBS may decide to divide one Self Funding Instalment into two and allocate the Loan Amount equally between each new Self Funding Instalment, thereby halving the Instalment Payment payable per Self Funding Instalment;

- c. the property or benefit which is the subject of the Corporate Action, or the proceeds of sale of, such property or rights, be paid in accordance with the Priority Order;
- d. the property or benefit which is the subject of the Corporate Action, or the proceeds of sale of such property or rights, be treated as an Accretion;
- e. the property or benefit which is the subject of the Corporate Action, or the proceeds of sale of such property or rights, is distributed to the Holder.

The Trustee may be obliged to dispose of an Underlying Entities' Share because of a regulatory or judicial requirement. In these circumstances, the Trustee can take all reasonable steps to dispose of a particular Underlying Entities' Share in accordance with that obligation and the Trust Deed. If an Underlying Entities' Share is subject to a Takeover Bid, you will not be able to accept the bid. The Trustee is not under any obligation to communicate with you any information in relation to a Takeover Bid. RBS will notify Holders if there is any adjustment to their Self Funding Instalments described in this Section.

8.3 Stop Loss Event

The Self Funding Instalments contain a Stop Loss Feature to prevent Holders losing more than their initial contribution.

Please see Section 3(i) for more details.

8.4 Amendments to the Trust Deed

RBS and the Trustee may amend the Trust Deed if:

- the amendment is necessary or desirable to provide for the consequences of any unforeseen circumstance or Corporate Action, which is not materially prejudicial to the rights of Holders;
- the amendments are authorised by a resolution of the Holders; or
- the amendment is necessary or desirable to comply with any statutory or other requirement of law, or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Deed.

8.5 Stamp Duty

Stamp duty is not payable on the transfer of the Underlying Entities' Shares or on the transfer of a Self Funding Instalment, provided that the Underlying Entities' Shares are quoted on the ASX. Where the Underlying Entities' Shares are units or include quoted units in ASX listed Trusts, land rich duty (or similar) may be relevant if the Trust is land rich or is a land holder and certain threshold tests are not satisfied.

8.6 Description of the Underlying Entities

Each Underlying Entity is listed on the ASX and so is required to disclose market sensitive information to the ASX on a continual disclosure basis. Historical information about the Underlying Entities, including their security price and the volume of trading, can be obtained from several sources including the Underlying Entities themselves, the ASX, a broker or investment advisor and newspapers. Potential Holders should make their own inquiries about the Underlying Entities.

The rights and liabilities attaching to the Underlying Entities' Shares are set out in the constitutions of the respective Underlying Entity. Potential Holders may obtain a copy of the constitution by approaching the relevant Underlying Entity.

Neither RBS or the Guarantor will take into account any labour standards or social, environmental or ethical considerations for the purpose of selecting, retaining or realising an investment. An investment in the SELF Funding Instalments requires the selection of the Underlying Entities' Shares only. Should an investor wish to know whether the Underlying Entity takes into account any labour standards or social, environmental or ethical considerations, the investor should make the investor's own enquiries of those Underlying Entities. Please refer to the relevant Underlying Entity's disclosure document or to any information disclosed in the relevant Underlying Entity's continuous disclosure obligations.

8.7 Admission to Trading Status

Application has been made and approval given for the Self Funding Instalments to be admitted to trading status by the ASX. The fact that the ASX has admitted the Self Funding Instalments to trading status is not to be taken in any way as an indication of the merits of RBS, the Guarantor or of the Self Funding Instalments now offered for subscription. The ASX does not warrant the accuracy or truth of the contents of this PDS.

In admitting the Self Funding Instalments to trading status and not objecting to the terms, the ASX has not authorised or caused the issue of this PDS or the making of offers or invitations for the Self Funding Instalments. The ASX takes no responsibility for the contents of this PDS. The ASX makes no representation as to whether this PDS and the Terms comply with the Corporations Act or the Market Rules.

To the extent permitted by the Australian Securities and Investments Commission Act 2001 (Cth) or any other relevant law, the ASX will be under no liability for any claim of whatever kind, including for any financial or consequential loss or damage suffered by Holders or any other person, if that claim arises wholly and substantially out of:

- reliance on any information contained in this PDS; or
- any error in, or omission from, this PDS.

8.8 National Guarantee Fund – Not a Guarantee in all cases

Claims against the National Guarantee Fund may only be made for secondary trading in Self Funding Instalments between brokers on the ASX and can in no way relate to the primary issue of Self Funding Instalments by RBS or settlement obligations of RBS arising from the exercise or expiry of a Self Funding Instalment.

8.9 Legislation regulating disclosure by substantial Holders of securities and takeovers

The acquisition of a Self Funding Instalment may have implications for a Holder under Corporations Act provisions regarding substantial holdings in securities and takeover provisions. Holders should seek their own advice about this as the precise implications depend on the Holder's particular circumstances.

8.10 Relief for On Market Purchasers

The sale of a Self Funding Instalment may have implications for a Holder of such a Self Funding Instalment under the Corporations Act provisions regarding the requirements for disclosure documents for sales of securities or financial products. Holders should seek their own advice about this.

Any sale or purchase of Self Funding Instalments on the secondary market does not require the Issuer to provide a PDS to the investor pursuant to ASIC Class Order 02/608 and regulation 10.2.51(c).

8.11 Description of RBS

The Royal Bank of Scotland Group, founded in 1727, is one of the foremost financial services groups globally. Our operations span retail banking, corporate and commercial banking, financial markets activities, wealth management and insurance. In Asia Pacific we serve corporate, institutional and public sector clients in 11 countries.

RBS Group (Australia) Pty Limited is a leading provider of corporate and financial services. We have had a local presence since 1974 and work on some of the local market's largest and most complex transactions and projects for our corporate, institutional and public sector clients.

Further details can be obtained at www.rbs.com.au.

8.12 Guarantee

The Guarantor has given an unconditional and irrevocable Guarantee in favour of Holders. The Guarantee does not include an indemnity and will terminate 12 months after the earlier of the Expiry Date or any early termination of the Self Funding Instalments (for instance, if RBS declares, with the consent of the ASX, an Extraordinary Event concerning the Self Funding Instalments). A free copy of the Guarantee is available on request by calling RBS on 1800 450 005.

8.13 Privacy

RBS collects your personal information in order to:

- provide and manage the financial products and services provided by RBS to you;
- comply with relevant laws (such as the Anti-Money Laundering / Counter-Terrorism Financing Act); and
- keep you informed of new products and services.

RBS may/may not use the information to send out information on RBS' other trading and investment products. If you do not actively select to not receive any information on RBS' other trading and investment products, you are taken to have consented to receive such information. If at any time you are receiving information from RBS about RBS products and do not wish to receive further correspondence, you will need to let RBS know by calling 1800 450 005.

RBS may disclose information about you to third parties where it is necessary for business purposes in managing a financial product or service and/or where RBS has service partners involved in providing your financial products or services. On request, RBS will provide you with a copy of any personal information which RBS holds about you. RBS will inform you beforehand if there is any charge associated with providing this information to you. If you do not provide RBS with the personal information which RBS requests, RBS may not be able to provide a service, or RBS may be required by law to take particular actions such as deducting taxation at the top marginal rate. Further information about RBS' privacy practices can be found by requesting a copy of RBS' privacy policy. If you establish that information RBS holds about you is not accurate, complete or up to date, RBS will take reasonable steps to correct it.

8.14 Complaints and enquiries

If a Holder has an enquiry or concern about their investment, they should contact the RBS Warrants Desk on 1800 450 005 or by writing to:

RBS Group (Australia) Pty Limited

Warrants Department
Level 23, RBS Tower
88 Phillip Street
Sydney NSW 2000

Or

GPO Box 4675
Sydney NSW 2001

If you have a complaint and it is not addressed to your satisfaction by the Warrants Department, you can then direct your complaint to the Head of Compliance using the addresses above.

RBS Compliance will acknowledge receipt of your complaint in writing. Your complaint will be investigated in accordance with the RBS Group Complaints Policy (which can be read at www.rbs.com.au). You will be informed in writing of the result of the Compliance investigation into your complaint.

If you are not satisfied with RBS's response to your complaint you can then contact the Financial Services Ombudsman Service ("FOS") at:

Financial Ombudsman Service Limited

PO Box 579
Collins Street West
Melbourne VIC 3001

FOS is a free independent External Dispute Resolution service.

8.15 No Holders

If there are no Holders of the Self Funding Instalments (other than the Issuer or a Related Body Corporate of the Issuer) then the Issuer may amend or vary any term of the Self Funding Instalments including, without limitation, the Instalment Payment, the Stop Loss Level, the Interest Rate or the Interest Amount, but not the Expiry Date.

8.16 Consents

Baker & McKenzie has, as at the date of this PDS, given and not withdrawn its consent to being named as legal advisors to the Issuer and in that capacity have prepared Section 7.

Link Market Services Limited has, as at the date of this PDS, given and not withdrawn its consent to being named as the Registrar.

9. Trust Deed

A Trust Deed has been established for the issue of Self Funding Instalments from time to time. It is in the form set out in this Section, with the only differences being the actual execution by the parties to it.

Copy of Trust Deed

Deed Poll Dated 4 February, 2009

- Parties:
1. RBS Group (Australia) Pty Limited (ABN 78 000 862 797 AFSL: 247013) of Level 23, 88 Phillip Street, Sydney NSW 2000 ("Issuer" and "Lender")
 2. RBS Nominees (Australia) Pty Limited (ACN 35 094 599 989) of Level 23, 88 Phillip Street, Sydney NSW 2000 ("Trustee"); and
 3. Each individual Holder of the Self Funding Instalments ("Holder").

It is declared as follows:

Part 1 – The Warrants

1. Application

- 1.1 Initial title to a Self Funding Instalment will pass to an Applicant upon registration of a Self Funding Instalment in the name of that Applicant, provided that the Trustee holds the legal title in an Underlying Entities' Share in which the Applicant will immediately be entitled to the Beneficial Interest.

2. Creation of Security and Trust Interests

- 2.1 Upon registration of a Holder:
 - a. Security Interest in favour of the Lender arises by the Trustee charging to the Lender all the present and future property of the Separate Trusts to secure:
 - i. the due and punctual payment to the Lender and the Issuer of the amounts described in this Deed Poll; and
 - ii. the due and punctual performance by the Holder of the Holder's obligations; and
 - b. the Trustee will then hold each Underlying Entities' Share on trust:
 - i. as to the Beneficial Interest, for the Holder; and
 - ii. as to the Security Interest, for the Lender, on the terms of this Deed Poll until termination of the Separate Trust for that Underlying Entities' Share.
- 2.2 To the extent permitted by law, the Trustee has dispensed with any right to notice or lapse of time required by any law for the enforcement of a Security Interest or the exercise of any power by the Issuer under this agreement or the Terms.

3. Separate Trusts

- 3.1 A Separate Trust is established in respect of each Underlying Entities' Share.
- 3.2 Each Separate Trust begins on the Commencement Date for such a Separate Trust.
- 3.3 Each Accretion shall form part of the relevant Underlying Entities' Share and will be subject to each Separate Trust.
- 3.4 The Trustee is the Trustee of each Separate Trust. The initial Trustee is appointed the first Trustee of each Separate Trust.

- 3.5 The Trustee and the Registrar must keep separate, and not pool, the interests or the property of the Separate Trusts, Self Funding Instalments and Underlying Entities' Shares, but each may administer the Separate Trusts, and the Holder acknowledges, that:
- all Underlying Entities' Shares held for a particular Holder from time to time may be aggregated;
 - all Self Funding Instalments held by a particular Holder from time to time may be aggregated by the Registrar;
 - all Underlying Entities' Shares are registered in the name of the Trustee (or a nominee permitted under this Deed Poll);
 - any money received by the Trustee in respect of the Separate Trusts is deposited in the same bank account; and
 - accounting, taxation and other records or returns may be prepared on a consolidated basis in accordance with this Deed Poll.
- 3.6 A Separate Trust terminates on the earlier of:
- by operation of law;
 - the 80th anniversary of the Commencement Date; or
 - when a Self Funding Instalment has expired and the Underlying Entities' Share has been transferred out of the Separate Trust and all other obligations of the Trustee to the Holder, Issuer and Lender under these Terms have been met.

4. Security Interest

Priority

- 4.1 Subject to clause 4.2 and except to the extent determined by law, the Security Interest takes priority over all other Encumbrances.
- 4.2 The Security Interest operates as a fixed charge over all present and future Underlying Entities' Shares, the subject of the Separate Trusts, and all other personal property of the Separate Trusts, and as a floating charge as regards any other assets charged.
- 4.3 The floating charge referred to in clause 4.2 will automatically and immediately crystallise and operate as a fixed charge in respect of any asset upon:
- notice from the Lender to the Trustee;
 - any dealing by the Trustee in breach of this Deed Poll;
 - any step being taken to enforce any Encumbrance in respect of the asset;
 - the Holder becoming bankrupt or being unable to pay its debts as and when they fall due; or
 - any government agency (including the Commissioner of Taxation) taking any step which affects that asset or the priority of the Security Interest.

- 4.4 For the purposes of the Corporations Act only, the maximum prospective liability (as defined in the Corporations Act) secured by this Deed Poll is A\$1,000,000,000. But this clause does not limit the amount of liability at any time secured under this Deed Poll. The Issuer may from time to time lodge a notice under section 268(2) of the Corporations Act on behalf of the Trustee, specifying and increasing the maximum prospective liability secured by this Deed Poll, and the sum specified in this clause will be taken to be increased accordingly.
- 4.5 Notwithstanding any other provision in this Deed Poll, the total amount secured by and ultimately recoverable under this Deed Poll for each Series is A\$225,000,000.

Trustee nominated for registration

- 4.6 The Lender nominates the Trustee (or any nominee registered as the legal owner of the Underlying Entities' Shares) as the person in whose name the Underlying Entities' Shares are to be registered, for the purpose of the characterisation of the Security Interest as a "charge" under section 262(1)(g)(ii) of the Corporations Act.

Protection of Security Interest under ASTC Settlement Rules

- 4.7 The Trustee and the Issuer may do all such things as may be necessary under the ASTC Settlement Rules to protect the Security Interest.

Discharge of Security Interest and Loan Amount

- 4.8 The Security Interest is immediately discharged upon the occurrence of an event specified in clause 8.1(b), (c), (d), (e) or (f).
- The Loan Amount and the Loan are discharged at the same time as the Security Interest in accordance with clause 4.8(a).

No lending of Underlying Entities' Shares

- 4.9 The Trustee may not lend any of the Underlying Entities' Shares.

Use of Underlying Entities' Shares

- 4.10 If a Security Interest attaches to:
- an Accretion; or
 - other reconstitution or reduction of the Underlying Entities' Shares to which a Separate Trust relates, then a reference to "Underlying Entities' Shares" after that event will be taken as a reference to the original Underlying Entities' Shares as modified by that event.

5. Nature of Self Funding Instalments

- 5.1 The Self Funding Instalments are unsecured obligations of the Issuer.
- 5.2 The Self Funding Instalments are not interests in a managed investment scheme for the purposes of the Corporations Act.
- 5.3 Each Self Funding Instalment corresponds to an individual Underlying Entities' Share as initially registered in the name of the Trustee.
- 5.4 Each Self Funding Instalment corresponds to a Loan from the Lender on the terms contained in this Deed Poll.

- 5.5 Each Self Funding Instalment confers on the Holder the right, but not the obligation, to have transferred to it the Underlying Entities' Shares on giving the Issuer a valid Instalment Payment Notice and paying the Instalment Payment (plus any applicable Transfer Taxes and Expenses) at any time before 5:00pm on the Expiry Date.
- 5.6 The Trustee will as soon as possible agree with the Issuer as to the identity of the Underlying Entities' Shares for each Series, having regard to market conditions and other matters the parties consider relevant.

6. Loan to the Holder

Initial Loan Drawdown

- 6.1 The Lender agrees to pay to the Holder the Loan Amount for each Self Funding Instalment acquired by the Holder on the Effective Date on the terms and conditions set out in this Deed Poll.
- 6.2 The Lender may, at its absolute discretion, charge a Borrowing Fee to cover the borrowing costs associated with the Loan Amount. Any Borrowing Fee is payable by each Holder on the issue of the Self Funding Instalments.

Application of the Loan monies

- 6.3 Each Applicant irrevocably authorises and directs the Lender to pay the Loan Amount together with the First Payment (if applicable) on the Effective Date to the Trustee, to be applied by the Trustee in the following manner for each Self Funding Instalment applied for:
- a. in the case of Cash Applicants:
 - i. the Loan Amount and part of the First Payment will be applied to acquire the Underlying Entities' Shares; and
 - ii. the remainder of the First Payment will be paid to the Lender in payment of any Borrowing Fee;
 - b. in the case of Shareholder Applicants:
 - i. the Loan Amount will be paid to the Lender in payment of any Borrowing Fee and for any Transfer Taxes; and
 - ii. if there are any monies remaining after the payments under paragraph (b)(i) above have been made, these remaining monies will be paid to the Holder in cash as a Cash Back Amount; and
 - c. in the case of Conversion Applicants:
 - i. the Loan Amount will be:
 - a. paid to the Issuer for any Instalment Payment due on any Prior Series Instalment as specified by the Applicant in the Applicant's Conversion Application;
 - b. if there are any monies remaining after the payment under paragraph (c)(i)(a) has been made, paid to the Lender in payment of any Borrowing Fee payable for the new Series of Self Funding Instalments; and
 - c. if there are any monies remaining after the payments under paragraphs (c)(i)(a) and (c)(i)(b) have been made, paid to the Holder in cash as a Conversion Cash Back; and

- ii. if the Loan Amount for the new Series of Self Funding Instalments is less than the sum of the Instalment Payment for a Prior Series Instalment and any Borrowing Fee payable for the new Series of Self Funding Instalments, a Conversion Applicant will be obliged to make a Conversion Payment to the Issuer.
- d. Each Conversion Applicant and Shareholder Applicant undertakes to use the Conversion Cash Back and the Cash Back Amount respectively, wholly or predominantly (more than half) for investment or business purposes only.

Issuer may nominate an Early Expiry Date

- 6.4 Subject to this Deed Poll, for each Self Funding Instalment of a particular Series, the Issuer may, with ASX consent, nominate a date to be an Early Expiry Date as a result of an Extraordinary Event in accordance with clauses 15 and 17.

If the Issuer nominates an Early Expiry Date

- 6.5 If the Issuer nominates an Early Expiry Date, the Loan Amount will become repayable on the Early Expiry Date nominated by the Issuer in accordance with this Deed Poll. Failure to repay the Loan Amount on the Early Expiry Date means the Lender will enforce its Security Interest and dispose of the Underlying Entities' Shares, pay the Holder an Assessed Value Payment (if any) and terminate the Self Funding Instalments at which time your Beneficial Interest is extinguished and the Security Interest is discharged.

Payment of Interest Amount

- 6.6 The payment of the Interest Amount is as follows:
- a. the Interest Amount will be calculated by the Lender on a daily basis or another frequency as determined by the Lender and advised to the Holders in PDS Part 1;
 - b. the Interest Amount calculated for each day or another frequency in accordance with paragraph (a) above, will be payable on that day and will be added to the Loan Amount (and consequently, to the Instalment Payment) until and inclusive of the Expiry Date unless the Self Funding Instalment expires, is terminated or Completed before the Expiry Date, in which case the daily or other relevant Interest Amount will be added to the Loan Amount until and inclusive of the date of early termination or Completion; and
 - c. a Holder of a Self Funding Instalment is not required to pay the Interest Amount upon the issue of the Self Funding Instalment.

Confirmation of the Loan Amount, Interest Amount and Borrowing Fee

- 6.7 The Holder may contact the Issuer to confirm the exact figures for:
- a. the Loan Amount; and
 - b. Interest Amount and any Borrowing Fee.

Limited Recourse

- 6.8 The Holder's liability to the Lender for repayment of the Instalment Payment is limited to the total amount which the Lender receives from the Issuer or Trustee upon complying with clauses 13.3 or 13.4 of this Deed Poll, or exercising a power of sale (including, without limitation, under clause 16.1(b)).

Miscellaneous

- 6.9 The Holder agrees to take all steps, execute all documents and do everything necessary to give effect to the transactions contemplated by this Deed Poll, including the Loan.
- 6.10 The Lender may novate, assign or sub-participate the Loan and any or all of its rights under the Loan at any time.
- 6.11 The Holder may not novate, assign or sub-participate the Loan at any time other than in accordance with this Deed Poll.

7. Transfer of Self Funding Instalments

- 7.1 Self Funding Instalments are transferable in accordance with the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules.
- 7.2 The Self Funding Instalments are CHESS Approved Securities. Certificates will not be issued to Holders.
- 7.3 No Self Funding Instalment transactions may take place on the ASX after Closing Time on the Expiry Date or following a Stop Loss Event in accordance with clause 16.2.
- 7.4 Title to a Self Funding Instalment in the case of a purchase from an existing Holder will pass to the Transferee upon registration of a transfer of the Self Funding Instalment in the Register.

The effect of Transfer

- 7.5 When a Self Funding Instalment is sold by a Holder, the Registrar records the transfer. When that record is made, the following occurs:
- a new Loan is created between the Transferee and the Lender;
 - the old Loan Amount is paid out and the obligations of the Lender and the Transferor under the old Loan are satisfied and the old Loan terminates in accordance with paragraph (b) below;
 - the Transferor's Beneficial Interest is transferred to the Transferee;
 - the Loan Amount under the new Loan is equal to the Loan Amount under the old Loan; and
 - the Security Interest over the Underlying Entities' Shares in favour of the Lender remains intact.

As part of the consideration for the transfer of the Beneficial Interest, the Transferee directs the Lender to apply the advance made to the Transferee under the new Loan in repayment of the balance of the amount outstanding under the old Loan and in satisfaction of the obligations of the Lender and the Transferor under the old Loan and in termination of the old Loan.

- 7.6 Any Holder of a Self Funding Instalment from time to time takes any rights received upon acquisition of a Self Funding Instalment conditional upon any obligations contained in this Deed Poll.
- 7.7 If the old Loan is not successfully novated for any reason, the Beneficial Interest in the Underlying Entities' Shares is transferred to the new Holder subject to the Security Interest, and all other terms of this Deed apply except that the Loan is not novated.

8. Expiry of Self Funding Instalments

- 8.1 A Self Funding Instalment expires:
- if the Self Funding Instalment has not been validly Completed by 5:00pm on the Expiry Date;
 - when the Underlying Entities' Shares are transferred to the Holder as a consequence of a valid Instalment Payment Notice having been given to the Issuer;
 - when Underlying Entities' Shares are transferred to a purchaser following:
 - the exercise of the Trustee's powers of sale under this Deed Poll;
 - the exercise of any other person's power of sale referred to in clause 11.1;
 - following Automatic Early Completion under clause 17.5;
 - in accordance with clause 16.3;
 - on the Early Expiry Date, following nomination of an Early Expiry Date, under clause 17.
- 8.2 When a Self Funding Instalment expires, it is automatically and permanently cancelled, cannot be Completed and all rights and obligations created by or in respect of it are terminated except:
- in respect of any payment required under clause 13.4 (Assessed Value Payment);
 - in respect of any payment required under clause 11.2 (Completion of Disposal);
 - in respect of any payment of a Transfer Tax;
 - in respect of any payment of a Remaining Value (if any) under clause 16;
 - in respect of the Security Interest in favour of the Lender; and
 - for any other rights the Holder may have arising out of a breach of this Deed Poll by the Issuer.

Part 2 – Holders' rights and entitlements

9. Holders' rights and entitlements

- 9.1 Each Holder is bound by the terms of this Deed Poll and is entitled to the benefit of the terms of this Deed Poll.
- 9.2 Subject to clauses 9.11 to 9.16, each Self Funding Instalment, upon registration of a Holder, confers on the Holder the beneficial ownership of the Underlying Entities' Shares, including (but not limited to) the right or interest in:
- the Dividends of the Underlying Entities' Shares;
 - any right to receive any Dividend, Shares, notes or options in relation to the Underlying Entities' Shares, subject to the terms of this Deed Poll; or
 - any other similar thing in relation to the Underlying Entities' Shares.

9.3 Subject to this Deed Poll, a Holder does not indemnify the Trustee or any creditor of the Trustee in respect of any liabilities of the Trustee arising from:

- a. any of the Separate Trusts;
- b. the exercise of the Trustee's rights under this Deed Poll; or
- c. the discharge of the Trustee's duties under this Deed Poll.

Beneficial Interest

9.4 Subject to this Deed Poll, neither the Self Funding Instalment nor the Beneficial Interest in the Underlying Entities' Shares held by a Holder confers or entitles the Holder to:

- a. any right to require the transfer to it of the Underlying Entities' Shares before payment of the Instalment Payment under clause 12;
- b. any further assurance of that Beneficial Interest beyond that resulting from registration in the Register and the terms of this Deed Poll; or
- c. exercise any voting rights in relation to the Underlying Entities' Shares.

No Encumbrances

9.5 It is a term of each Separate Trust that:

- a. no Encumbrance may be created, arise or continue to exist over an Underlying Entities' Share; and
- b. no person may acquire any right which could affect, or make conditional, the Security Interest or the manner of exercise of, or other dealings in relation to, that Security Interest, unless the Security Interest in that Underlying Entities' Share has been fully discharged in accordance with this Deed Poll.

9.6 Any purported action in breach of clause 9.5 is void and without effect as between the Holder, Lender, Issuer and any third party.

Set off Rights

9.7 All monetary obligations imposed on a Holder under this Deed Poll are:

- a. absolute; and
- b. free of any right to counterclaim or set off, and may only be satisfied once the payment has cleared.

9.8 The Trustee may:

- a. set off any amount payable to it by a Holder or the Issuer against any amount payable by the Trustee to the Holder or Issuer; and
- b. withhold any amount payable by it to a Holder or the Issuer in satisfaction of any amount payable to it by the Holder or Issuer.

No Disposal

9.9 The Trustee must not dispose of the Underlying Entities' Shares for the duration of a Separate Trust except:

- a. the Trustee may deposit certificates for any part of the Underlying Entities' Share with a custodian;
- b. the Trustee may hold uncertificated shares in the name of a custodian; or

c. as otherwise expressly permitted by this Deed Poll.

Holder's Sole Responsibility for Investment

9.10 Each Holder is solely responsible for making its own enquiries and decisions in respect of:

- a. whether or not to invest or to deal in Self Funding Instalments;
- b. the affairs of the Issuer;
- c. the affairs or performance of the Underlying Entity and the Underlying Entities' Shares;
- d. compliance by the Issuer, the Trustee or the Registrar with their respective obligations under this Deed Poll; or
- e. the Register, and does not rely on any of the Issuer, the Trustee or the Registrar for any of those matters.

Entitlements to Dividends

9.11 Each Holder will have, at all times, an absolute vested interest in, and be presently entitled to, any Dividends made in respect of the Underlying Entities' Shares to which the Holder's Self Funding Instalments relate.

9.12 Each Holder acknowledges and agrees that the Holder may not receive any Ordinary Dividends whatsoever but that the Ordinary Dividends may be wholly applied to the Loan Amount in accordance with clause 9.13.

9.13 The Holder directs the Trustee to pay the Ordinary Dividends directly to the Lender to apply the Ordinary Dividends:

- a. to the Loan Amount on the Dividend ex-date or on the date the Issuer is notified by the Trustee that it is entitled to receive the Ordinary Dividends from the Underlying Entity, so that the Loan Amount shall be reduced by an amount equal to the Ordinary Dividends;
- b. in accordance with clause 13.6; or
- c. as otherwise specified in the PDS.

9.14 Where the Ordinary Dividends are not wholly applied to the Loan Amount in accordance with clause 9.13, the Trustee will pay the Ordinary Dividends or the remaining Ordinary Dividends to the Eligible Holder in accordance with clause 9.18, less any Withholding Tax owing to the Issuer.

9.15 The Trustee must take all necessary steps to ensure that any franking credits and associated tax offsets, and any other tax attributes associated with a Dividend, are conferred upon the Eligible Holder to the extent permitted by the Tax Act.

9.16 A Dividend other than an Ordinary Dividend must be dealt with in accordance with clause 10.1 ("Corporate Actions") in which case, where the Dividend is dealt with other than in accordance with 10.1(e) then the Holder directs the Trustee to direct the Issuer to deal with the Dividend in accordance with the relevant nomination made by the Issuer under clause 10.1.

Power of one Holder to give receipt for Dividends

9.17 If more than one person is registered as an Eligible Holder, any of the registered persons may give an effective receipt for all Dividends in respect of the relevant Underlying Entities' Shares.

Method of payment of Dividends

- 9.18 Payment of a Dividend under clause 9.14 to an Eligible Holder may be effected by the Trustee or its agents, and made by:
- a. cheque sent through the post to the Registered Address of the Eligible Holder; or
 - b. by any other means agreed by the Issuer, the Trustee, the Registrar and the Holder.
- 9.19 The Trustee receives Dividends in respect of the Underlying Entities' Shares as Trustee and not in its personal capacity.
- 9.20 The payment of any Dividend to an Eligible Holder is at that Eligible Holder's risk.
- 9.21 If the Trustee is prevented from making a payment as provided in this clause 9, the Trustee will hold the Dividends as a bare trustee for the Eligible Holder and must take all reasonable steps to transfer that Dividend to that Eligible Holder.

Transfer has no effect on Dividends

- 9.22 If a transfer of a Self Funding Instalment is registered after the Record Time of a Dividend that is not an Ordinary Dividend declared by an Underlying Entity:
- a. the Transferor will remain entitled to that Dividend of the Underlying Entities' Shares to which the Self Funding Instalment relates; and
 - b. the Transferee will have no entitlement to that Dividend of such Underlying Entities' Shares.

Any Ordinary Dividend may be applied in accordance with clauses 9.13 and 9.14, irrespective of the time of transfer of the Self Funding Instalments or the Record Time.

Dividend Reinvestment Plans

- 9.23 The Issuer and the Trustee have no obligation to accept or participate in any Dividend Reinvestment Plans ("DRP"s) on behalf of any Holder.

Ordinary Dividends received after completion or expiry

- 9.24 If the Trustee receives an Ordinary Dividend in respect of an Underlying Entities' Share after the Completion Date or Expiry Date then:
- a. in the case of Completion or Automatic Early Completion where the Underlying Entities' Share is transferred to the Holder on an ex-Dividend basis, the Trustee will hold the amount received as a bare Trustee only and will take all reasonable steps to pay the Ordinary Dividend to the Eligible Holder;
 - b. in cases other than Completion or Automatic Early Completion where the Underlying Entities' Share has been disposed of ex-Dividend, the Ordinary Dividends must be applied in satisfying any payment required to be made by the Trustee in accordance with the Priority Order and the balance remaining (if any) will be held by the Trustee as a bare Trustee for the Eligible Holder and the Trustee must take all reasonable steps to pay the amount to such Eligible Holder; and
 - c. otherwise the Holder irrevocably directs the Trustee to pay the amount to the Issuer.

10. Corporate Actions and Takeover

Corporate Actions

- 10.1 In the event of a Corporate Action in relation to an Underlying Entities' Share, the Issuer may nominate that:
- a. the event be treated as an Extraordinary Event under clause 15.1;
 - b. the Loan Amount, Instalment Payment, Underlying Entities' Shares or other terms of the Self Funding Instalment (except the Expiry Date) may be adjusted or replaced by the Issuer in a fair and equitable manner with the consent of the ASX, so as to preserve as far as reasonably possible the position of the Holders and the Issuer with respect to the Self Funding Instalments. For example, in the event of a share split or bonus issue, the Issuer may decide to divide one Self Funding Instalment into two and allocate the Loan Amount equally between each new Self Funding Instalment, thereby halving the Instalment Payment payable per Self Funding Instalment;
 - c. consolidate or divide the number of Self Funding Instalments to a lesser or greater number in response to a bonus issue or consolidation or subdivision of Securities in respect of the Underlying Entities' Shares;
 - d. the property or benefit which is the subject of the Corporate Action, or the proceeds of sale of such property or rights, be paid in accordance with the Priority Order;
 - e. the property or benefit which is the subject of the Corporate Action, or the proceeds of sale of such property or rights, be treated as an Accretion; or
 - f. the property or benefit, which is the subject of the Corporate Action, or the proceeds of sale of such property or rights, be distributed to the Holder.

For the avoidance of doubt, the Issuer may nominate that the Corporate Action be treated entirely under one of the above sub-clauses, or under a combination of more than one of these sub-clauses. If an event is both an Extraordinary Event and a Corporate Action then the Issuer may, with the consent of the ASX if required, treat the event as either an Extraordinary Event or a Corporate Action.

- 10.2 Upon the nomination of a Corporate Action the Issuer may, with the consent of the ASX, make any amendments, adjustments, variations, changes to the Self Funding Instalments or delay or suspend calculations as the Issuer thinks fit to enable the Self Funding Instalments to continue or alternatively may nominate an Early Expiry Date in accordance with clause 10.1(a) and 17.

Takeover Bids

- 10.3 If a Takeover Bid is made or announced for all or any of the Underlying Entities' Shares, the Trustee:
- a. will not accept that Takeover Bid;
 - b. will be under no obligation to communicate any information or document it receives in connection with that Takeover Bid to any Holder; and
 - c. will have no other obligation to any person in connection with that Takeover Bid.

Notification to Holders

10.4 The Issuer must notify Holders of any adjustment made under clause 10.

11. Disposal Events

11.1 If a Disposal Event occurs and the Trustee is obliged to dispose of some or all of the Underlying Entities' Shares, the Trustee must take all reasonable steps to determine which Underlying Entities' Shares will be sold and to sell the Underlying Entities' Shares in accordance with that obligation and with this Deed Poll.

Completion of Disposal

11.2 Upon completion of a sale of an Underlying Entities' Share under this clause:

- a. the proceeds of any sale or redemption made upon a Disposal Event will be applied in accordance with the Priority Order;
- b. the Self Funding Instalments which relate to Underlying Entities' Shares which have been sold are cancelled;
- c. the Security Interest in respect of those Self Funding Instalments will be automatically released and extinguished;
- d. the Beneficial Interest in such Underlying Entities' Shares will merge in the legal title to such Underlying Entities' Shares; and
- e. the Issuer, Trustee and Registrar have no further obligations to the Holder in respect of the Self Funding Instalments that have been cancelled.

Transferee's title

11.3 A certificate in writing by the Trustee that a sale upon a Disposal Event has occurred will be sufficient evidence of the right of the Trustee to dispose of an Underlying Entities' Share.

11.4 The Holder has no right to challenge the validity of such a transfer.

Disenfranchisement

11.5 Upon becoming actually aware of a Disenfranchisement of an Underlying Entities' Share, the Trustee must take all reasonable steps to comply with the relevant law, decree, order or judgment, and to deal fairly and equitably, as far as is reasonable, with the Self Funding Instalments of that Holder which correspond to the Underlying Entities' Shares, the subject of the Disenfranchisement.

11.6 If the Trustee complies with clause 11.5, it has no liability to any Holder for any loss or damage caused by such compliance.

Part 3 – Completion**12. Instalment Payment Notice and Instalment Payment**

12.1 The Issuer must give the Holder notice of an impending Expiry Date at least one month before the impending Expiry Date.

12.2 a. The Holder may Complete the Self Funding Instalment and may receive delivery of the Underlying Entities' Share by paying the Instalment Payment and otherwise complying with this clause 12 at any time prior to 5:00pm on the Expiry Date.

b. The Holder may Complete the Self Funding Instalment by giving to the Issuer at any time prior to 5:00pm on the Expiry Date a valid Instalment Payment Notice and provided either the Holder has provided or provides the Issuer (or its nominee) with a valid Direct Debit Request or a cheque in favour of the Issuer (or its nominee), in each case for the total Instalment Payment plus any applicable Transfer Taxes and Expenses.

c. The Holder may contact the Issuer to determine the amount of the Transfer Taxes or Expenses, if any, or the Holder may authorise the Issuer to sell sufficient Underlying Entities' Shares and apply the proceeds to payment of the Transfer Taxes or Expenses if any. A Holder must contact the Issuer at least two Business Days before submitting an Instalment Payment Notice to determine the amount of the Instalment Payment, Transfer Taxes or Expenses (if any).

d. If the Holder does not provide the Issuer with sufficient funds for the payment of Transfer Taxes or Expenses, the Holder is deemed to have instructed the Issuer to sell the required number of Underlying Entities' Shares to pay for the Transfer Taxes or Expenses (if any);

e. If the Holder lodges an Instalment Payment Notice at any time between one month before the Expiry Date and 5:00pm on the Expiry Date, then no Expenses will be payable.

Instalment Payment Notice irrevocable

12.3 An Instalment Payment Notice given to the Issuer cannot be revoked.

Validity of Instalment Payment Notice

12.4 An Instalment Payment Notice is valid if and only if it is given by the Holder, or a person who validly claims to be entitled to be registered as the Holder, to the Issuer, within two Business Days of contacting the Issuer to obtain the Instalment Payment amount and the proceeds of the cheque or Direct Debit Request (if applicable) are cleared and received by the Issuer within five Business Days after the Completion Date.

12.5 If the number of Self Funding Instalments included in the Instalment Payment Notice exceeds the number of Self Funding Instalments held by the Holder, the Instalment Payment Notice is valid only to the extent of the number of Self Funding Instalments held by the Holder, as certified under clause 12.8.

12.5 If more than one Instalment Payment Notice is given in respect of Self Funding Instalments, the valid Instalment Payment Notice will be the Instalment Payment Notice which the Issuer knows or reasonably believes was given by the last of those persons who became entitled to be the Holder of those Self Funding Instalments at 5:00pm on the Completion Date and every other Instalment Payment Notice given in respect of those Self Funding Instalments is of no force or effect.

- 12.7 In the case that the Self Funding Instalments are Completed, an Instalment Payment Notice given by a person who claims to be entitled to be registered as the Holder of the Self Funding Instalments is valid if the person becomes registered as Holder of the Self Funding Instalments within five Business Days from the Completion Date.
- 12.8 The Registrar will certify to the Issuer that a person purporting to Complete Self Funding Instalments is the Holder of the number of Self Funding Instalments being Completed.
- 12.9 The Issuer may at its absolute discretion determine whether an Instalment Payment Notice is valid. An invalid Instalment Payment Notice will be void. The Issuer will promptly inform the Holder that an Instalment Payment Notice is invalid.

13. Effect of Completion and Assessed Value Payment

Effect of Valid Instalment Payment Notice

- 13.1 If the Holder lodges a valid Instalment Payment Notice in accordance with clause 12, the Issuer will complete all acts necessary to transfer to the Holder the entire legal and beneficial interest in the Underlying Entities' Shares less any Expenses on or before the Settlement Date.
- 13.2 Upon transfer to the Holder of the Underlying Entities' Shares, the Security Interest is extinguished, the Self Funding Instalments cease to exist, and the Holder's Beneficial Interest in the Underlying Entities' Shares merges in the legal title and is transferred to the Holder.
- 13.3 The Issuer shall pay the Instalment Payment to the Lender for each Self Funding Instalment Completed and this shall satisfy the Holder's obligation to repay the Loan.

Assessed Value Payment

- 13.4 If the Holder does not lodge a valid Instalment Payment Notice in accordance with clause 12 by 5:00pm on the Expiry Date and, for the avoidance of doubt, Automatic Early Completion under clause 17.5 or a Stop Loss Event under clause 16 has not occurred, then, the Issuer or the Trustee (acting on the Issuer's behalf) can exercise its power of sale under the Security Interest and dispose of the Underlying Entities' Shares, in which case:
- the Holder will be paid the Assessed Value Payment (if any) within ten Business Days after the Expiry Date;
 - the Holder's Beneficial Interest is extinguished;
 - the Security Interest will be discharged;
 - the Issuer shall repay the Instalment Payment to the Lender to the extent that the proceeds of disposal of the Underlying Entities' Shares exceed the payment to the Holder under clause 13.4;
 - the Self Funding instalments will cease to exist; and
 - the Issuer and Trustee will have no further obligations to the holder in respect of the Self Funding Instalments.

Withholding Tax

- 13.5 If a Dividend is paid and the Issuer is required to withhold an amount on account of Withholding Tax, an amount equal to the Withholding Tax becomes a debt due and payable immediately to the Issuer by the Holder.
- 13.6 If the circumstances in clause 13.5 occur, the Issuer may at its discretion:
- lapse, by notice in writing effective immediately, some or all of the Holder's Self Funding Instalments, and exercise its rights in relation to the Security Interest in order to pay the Withholding Tax;
 - apply any amounts owing by the Issuer or Trustee to the Holder in order to pay the Withholding Tax;
 - seek payment of the Withholding Tax directly from the Holder; or
 - deduct an amount equivalent to the Withholding Tax from the Dividend for all the Self Funding Instalments in the affected Series and apply the remaining Dividend only to reduce the Loan Amount. If the Issuer takes this course of action, then those Holders who have provided their TFN/ ABN will receive a cash payment equal to the amount deducted from the Dividend.

The Trustee may exercise its power of sale on behalf of the Lender under the Security Interest in accordance with this Deed in whole or in part and dispose of the Underlying Entities' Shares.

14. Liquidated damages payment

- 14.1 If the Issuer fails to meet their obligations under clause 13.1, the Issuer must, if required in writing by the Holder, pay the Holder a liquidated damages payment and in the time determined in accordance with the principles of Rule 10.12 of the ASX Market Rules, as amended or substituted from time to time.
- 14.2 The Holder and the Issuer acknowledge to each other that the amounts of damages calculated under this clause is a genuine pre-estimate of the damage that the Holder would suffer from the failure of the Issuer to perform its obligations under clause 13.1 and that on the receipt of a notice pursuant to Rule 10.12 of the ASX Market Rules, the Issuer is relieved of its obligations under clause 13.1 and its only obligation is to make the payments required by this clause.
- 14.3 On payment of the liquidated damages payment in accordance with clause 14.1, the Holder's Beneficial Interest is extinguished, the Self Funding Instalments cease to exist and the Issuer and Trustee have no further obligations to the Holder in respect of the Self Funding Instalments.

15. Extraordinary Events

- 15.1 The Issuer may, at any time no later than the Settlement Date and subject to ASX consent, nominate an Extraordinary Event, and provide reasonable notice to the Trustee and Holders, if any of the following occurs in relation to an Underlying Entities' Shares or a Self Funding Instalment (as the case may be):
- a. actual or proposed delisting, withdrawal of admission to trading status or suspension, except in the case of the Self Funding Instalments, where that delisting, withdrawal or suspension is caused by the Issuer;
 - b. a Hedging Disruption Event;
 - c. an Increased Cost of Hedging;
 - d. change in Law;
 - e. a Market Disruption Event;
 - f. any Corporate Action nominated by the Issuer to be treated as an Extraordinary Event under clause 10.1;
 - g. where any Force Majeure Event occurs, or any other event occurs which the Issuer determines, with the consent of the ASX where required, in good faith results in the performance of its obligations in any way having become or becoming, in circumstances beyond its reasonable control, impossible, unlawful, illegal or otherwise prohibited;
 - h. a Tax Change;
 - i. the Instalment Payment is reduced to zero; or
 - j. any other event which in the opinion of the ASX and the Issuer makes the performance by the Issuer of its obligations unlawful or impossible.
- 15.2 The Issuer must give at least ten Business Days notice to each Holder of the nomination of an Extraordinary Event under clause 15.1, which has not been withdrawn in accordance with clause 15.3.
- 15.3 If the Issuer has nominated an event under this clause 15, and the Self Funding Instalment has not expired under clause 8.1, the Issuer may withdraw that nomination at any time within ten Business Days of the nomination.

16. Stop Loss Event

- 16.1 Immediately upon the occurrence of a Stop Loss Event:
- a. the Issuer will request that the ASX suspend admission to trading in the affected Self Funding Instalment, and the Issuer will give notice to Holders in accordance with clause 26.4;
 - b. during the Stop Loss Termination Valuation Period, the Issuer will, and the Holder hereby irrevocably instructs the Issuer to, dispose of the Underlying Entities' Shares to determine the Stop Loss Termination Price and in turn the Remaining Value;
 - c. if the affected Self Funding Instalments have a positive Remaining Value the Issuer may request that the ASX re-instate the affected Self Funding Instalment to trading commencing at 2:00pm (Sydney Time) on the same Trading Day as the Stop Loss Termination Valuation Period ends (that is, one hour after this Period ends) and ending at close of trading the next Trading Day following the end of the Stop

Loss Termination Valuation Period and thereafter, to suspend trading for that affected Self Funding Instalment indefinitely; and

- d. the Issuer will buy back any affected Self Funding Instalments during the period specified in sub-clause (c) above for the Remaining Value.
- 16.2 If a Holder fails to sell its affected Self Funding Instalment to the Issuer pursuant to Clause 16.1(d), the Issuer will pay the Remaining Value to the Holder within ten Business Days of the suspension of trading in the Self Funding Instalment under 16.1(c).
- 16.3 The affected Self Funding Instalment will be terminated within ten Business Days of close of trading under clauses 16.1(c) or 16.5 upon full satisfaction of ASX Market Rules for an effective termination.
- 16.4 Each Holder agrees and acknowledges that upon the sale of the Underlying Entities' Shares pursuant to clause 16.1(b), the Holder's Beneficial Interest in the Underlying Entities' Shares will cease to exist and the Holder's only rights in relation to the Self Funding Instalments are to either:
- a. sell the Self Funding Instalments back to the Issuer during the reinstated trading period specified in clause 16.1(c); or
 - b. do nothing and receive the Remaining Value per Self Funding Instalment within ten Business Days after the Self Funding instalments have ceased trading under either clause 16.1(c) or 16.5(a).
- 16.5 Each Holder agrees and acknowledges that if the Remaining Value is zero or negative then:
- a. The Self Funding Instalment will not be reinstated to trading on the ASX;
 - b. The Self Funding Instalments will expire and cease to exist;
 - c. Holders will not receive any returns for their Self Funding Instalments; and
 - d. As the Loan is limited recourse, a Holder will not be required to repay any outstanding Loan Amount to the Issuer.
- 16.6 For the avoidance of doubt, a Stop Loss Event will override an Early Expiry Date provided that the Stop Loss Event occurs prior to or on an Early Expiry Date or Expiry Date as the case may be.
- 16.7 Each Holder agrees and acknowledges that the Stop Loss Level will be reset by the Issuer monthly or at such frequency as specified in PDS Part 1 and that the Issuer may adjust the Stop Loss Level to take into consideration Dividends paid or forecast to be paid.

17. Early Expiry Date

When Early Expiry Date may be Nominated

- 17.1 The Issuer may, subject to ASX consent, nominate an Early Expiry Date at any time in the event of an Extraordinary Event.
- 17.2 The Issuer must notify the nomination of an Early Expiry Date by giving at least ten Business Days written notice to a Holder either by letter or by e-mail.
- 17.3 If an Early Expiry Date is nominated, that date shall become the Expiry Date for that Series of Self Funding Instalments.

Alterations

17.4 If the Issuer nominates an Early Expiry Date, then all references in this Deed Poll to “Expiry Date” should be read as references to the “Early Expiry Date”.

Automatic Early Completion

17.5 If the amount payable in respect of Underlying Entities’ Shares as a result of a Corporate Action under clause 10.1(d) is greater than the aggregate of all amounts payable under paragraphs (a) to (d) inclusive of the definition of Priority Order, then:

- a. the Trustee must as soon as reasonably practicable apply the amounts according to the Priority Order as directed by the relevant clause and transfer those remaining Underlying Entities’ Shares or other property (if any) to the Holder;
- b. the Security Interest in such Underlying Entities’ Shares will be automatically released and extinguished;
- c. the Beneficial Interest in such Underlying Entities’ Shares will merge in the legal title to such Underlying Entities’ Shares; and
- d. the Self Funding Instalments will expire.

18. Dealing in Self Funding Instalments by Issuer

- 18.1 The Issuer, or any member of the RBS Group, may at any time deal in Self Funding Instalments at any price.
- 18.2 The Issuer may buy back a Self Funding Instalment. Any Self Funding Instalments purchased by the Issuer will not be cancelled automatically and may be resold, however they may be cancelled at the discretion of the Issuer.

Further Issue of Self Funding Instalments

18.3 The Issuer may issue further Self Funding Instalments having the same terms as these Self Funding Instalments so, as to form a single Series with these Self Funding Instalments.

Part 4 – Register

19. Register

- 19.1 The Issuer must maintain a Register of Self Funding Instalments in accordance with the ASX Market Rules and the ASTC Settlement Rules.
- 19.2 The property in the Self Funding Instalments is situated at the place where the Register is located.
- 19.3 Except as otherwise provided in this Deed Poll, the Issuer must recognise the registered Holder from time to time as the absolute owner of the Self Funding Instalments and all persons must act accordingly.

20. Record Times

20.1 The Issuer must ensure that the Record Times for the Self Funding Instalments are fixed as nearly as possible at the same time as the Underlying Entity fixes the relevant Record Times for the Underlying Entities’ Shares.

Snapshots

20.2 Regulation 7.11.39 of the Corporations Regulations 2001 (Cth) must be applied by the Registrar as far as possible to determine the entitlement of Holders to Dividends in the same manner as those provisions are applied by the Underlying Entity (or the Underlying Entity’s unit Registrar) in order to determine who holds Underlying Entities’ Shares for the purpose of declaring Dividends and who is entitled to receive Dividends declared by the Underlying Entity.

Reliance by Trustee

20.3 The Trustee may rely conclusively on any advice given to it by the Registrar under this clause 20 and accordingly it will not be liable to any person in any manner whatever for relying on such advice.

Part 5 – Trustee

21. Trustee

Powers

21.1 Subject to this Deed Poll, the Trustee has all the powers in respect of each Separate Trust that it is possible under the law to confer on a Trustee and as though it were the absolute owner of each Underlying Entities’ Share and acting in its personal capacity.

Trustee’s Power of Sale

- 21.2 If the Holder:
- a. does not give a valid Instalment Payment Notice and pay the Instalment Payment, Transfer Taxes and Expenses (if any) on the Expiry Date in accordance with clause 12;
 - b. is liable to pay a Withholding Tax, Transfer Taxes or Expenses to the Issuer;
 - c. becomes bankrupt or insolvent;
 - d. does not pay the Loan Amount on an Early Expiry Date nominated by the Issuer under clause 6.4; or
 - e. defaults under the Terms in any way whatsoever, then the Issuer or Trustee as its nominee is entitled to do one or more of the following in addition to anything else it is permitted to do by law:
 - i. declare all amounts owing under the Loan to be due and payable;
 - ii. exercise a power of sale under the Security Interest and apply the proceeds in accordance with the Priority Order, and in the case of clauses 21.2(a) and 21.2(d), in accordance with clause 13.4;
 - iii. appoint one or more Receivers;
 - iv. do anything that a Receiver could do under clause 21.6.

The Issuer may give to the Trustee a direction on behalf of the Holder to dispose of the Underlying Entities’ Shares for the purposes of this clause.

Terms of appointment of Receiver

21.3 In exercising its power to appoint a Receiver, the Issuer or the Trustee as its nominee may:

- a. appoint a Receiver to the whole or any part of the relevant property of the Separate Trust or its income; and
- b. set a Receiver's remuneration at any figure the Issuer determines appropriate, remove a Receiver appointed and appoint a new or additional Receiver.

21.4 If the Issuer or Trustee as its nominee appoints more than one Receiver, the Issuer or the Trustee (as the case may be) may specify whether they may act individually or jointly.

21.5 Any Receiver appointed under this Deed is the Issuer's Agent. The Issuer is solely responsible for anything done, or not done, by a Receiver and for the Receiver's remuneration and costs.

Receiver's powers

21.6 Unless the terms of appointment restrict a Receiver's powers, the Receiver may do one or more of the following:

- a. sell, transfer or otherwise dispose of the property in each Separate Trust;
- b. obtain registration of the property in each Separate Trust;
- c. do anything else the law allows an owner or Receiver of the Issuer's property in each Separate Trust to do.

Order of enforcement

21.7 The Issuer may enforce its Security Interest before it enforces other rights or remedies:

- a. against any other person; or
- b. under another document, such as another Encumbrance.

If the Issuer has more than one Encumbrance, it may enforce them in any order it chooses.

Disposal of the Separate Trust property is final

21.8 The Holder agrees that if the Issuer, the Trustee or a Receiver sells or otherwise disposes of the Separate Trust property:

- a. the Holder will not challenge the acquirer's right to the Separate Trust property (including on the ground that the Issuer, the Trustee or the Receiver was not entitled to dispose of the Separate Trust property or that the Holder did not receive notice of the intended disposal) and the Holder will not seek to reclaim that property; and
- b. the person who acquires the Separate Trust property need not check whether the Issuer, the Trustee or the Receiver has the right to dispose of the Separate Trust property or whether the Issuer, the Trustee or the Receiver exercises that right properly.

Exclusion of the notice unless mandatory

21.9 Neither the Issuer, the Trustee nor any Receiver need give the Holder any notice or demand or allow time to elapse before exercising a right under the Security Interest or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.

Exercise of power of sale

21.10 In exercising any power of sale under this Deed Poll in respect of Underlying Entities' Shares:

- a. the Trustee must (subject to any directions given to it by the Issuer) prescribe the time for the sale of the Underlying Entities' Shares and attribute an average sale price if executed in different parcels;
- b. the Trustee may rely on advice of the Issuer as to:
 - i. the time, mode and broker (if any) for the sale of the Underlying Entities' Shares;
 - ii. the effect of any sale or realisation over a period of time, including the price per unit of a number of sales, made over time in different parcels and for different amounts but with a view to maximising the sale proceeds of one or more larger parcels;
 - iii. the size of the lots or parcels for a sale;
 - iv. the fixing and varying of reserve prices below which the Underlying Entities' Shares may not be sold;
- c. the Trustee is under no liability to a Holder and a Holder is not entitled to bring any action against the Trustee in connection with the price received by the Trustee on the sale by the Trustee of any Underlying Entities' Shares;
- d. the Trustee may, and if directed by the Issuer, the Trustee must sell Underlying Entities' Shares to the Issuer or its Related Body Corporate; and
- e. none of the Trustee, the Issuer or a Related Body Corporate of the Issuer will be liable to a Holder and a Holder is not entitled to bring an action against the Trustee, the Issuer or a Related Body Corporate of the Issuer in connection with the sale of an Underlying Entities' Shares contemplated by this clause 21.10.

Delegation

21.11 The Trustee may authorise any person(s) to act as its delegate (in the case of a joint appointment, jointly and severally) to hold title to any Underlying Entities' Shares, perform any act or obligation or exercise any discretion within the Trustee's power. The delegate may be an associate of the Issuer, the Trustee or the Registrar.

21.12 The authorisation may be in such form as the Trustee determines.

21.13 The Trustee remains liable for the acts or omissions of a delegate, except the Trustee will not be liable in respect of:

- a. the holding of property or receipt or payment of money through a recognised settlement system or clearing system; or
- b. a delegate whose acts or omissions are not reasonably capable of supervision by the Trustee.

Indemnity

- 21.14 The Issuer indemnifies the Trustee for any liability incurred by the Trustee in performing or exercising any of its powers or duties in relation to any Separate Trust or to the extent caused by any default by the Issuer under this Deed Poll. This indemnity is in addition to any indemnity allowed by law, but does not extend to liabilities arising from a breach of trust, negligence or fraud of the Trustee.
- 21.15 The Trustee must not act or fail to act if by doing so it will knowingly incur any material liability in the proper performance by the Trustee of its obligations under this Deed Poll for which it is indemnified and for which the Issuer has no right of recourse from the Holders or from the Underlying Entities' Shares except:
- if it has the prior written consent of the Issuer which will not be withheld unreasonably; or
 - if the Trustee is expressly indemnified for that liability under this Deed Poll; or
 - if it is a liability that is payable or reimbursable by the Issuer under clause 23.

Retirement

- 21.16 The Trustee must retire as the Trustee of each Separate Trust when required to retire by the operation of law. The Trustee may retire by giving three months' notice to the Issuer or any shorter notice period the Issuer accepts. Any retirement shall not take effect until the appointment of a new Trustee in accordance with clause 21.19.

Voting rights

- 21.17 The Trustee will not have power and is not required to exercise any voting rights in relation to the Underlying Entities' Shares.

Removal

- 21.18 Subject to clause 21.19 and 21.20, the Issuer may at any time remove the Trustee as the Trustee of all the Separate Trusts, subject to the appointment of a new Trustee in accordance with clause 21.19.

New Trustee

- 21.19 If the Trustee retires or is removed, the Issuer may appoint a replacement Trustee by deed. The appointment is not complete until the new Trustee executes a deed by which it covenants to be bound by this Deed Poll.
- 21.20 No removal and appointment may be made under clause 21.18 and 21.19 respectively, without the consent of the ASX.

Release

- 21.21 When it retires or is removed as Trustee of each Separate Trust, the Trustee is released from all obligations in relation to each Separate Trust arising from the time it retires or is removed, except that the Trustee is still obliged:
- to vest the property of each Separate Trust in the new Trustee (subject to the satisfaction of all liabilities owed to the Trustee on its own account under this Deed Poll or for which the Trustee may be personally liable or for which there has been provision satisfactory to the Trustee);

- deliver all books and records relating to each Separate Trust to the new Trustee; and
- this Deed Poll continues to be in effect in respect of anything done or omitted to be done by the retiring Trustee when it was Trustee.

The retiring Trustee retains the rights and remedies available to it under this Deed Poll or at law in relation to the performance and exercise of its powers, duties and functions while Trustee.

No Guarantee

- 21.22 None of the Issuer and its Related Bodies Corporate guarantee that the Trustee will perform or otherwise comply with its obligations under this Deed Poll. Nothing in this Deed Poll constitutes a guarantee by the Issuer or its related bodies corporate of those obligations.

Knowledge of the Trustee

- 21.23 The Trustee will only be considered to have knowledge, awareness or notice of a thing or grounds to believe anything by virtue of its officers having actual knowledge, actual awareness or actual notice of that thing or grounds to believe that thing.

22. Rights and liabilities of Trustee

- 22.1 Nothing in this Deed Poll restricts the Trustee or its associates from:
- dealing with each other, the Issuer, the Lender, any Separate Trust or any Holder;
 - being interested in any contract or transaction with each other or the Issuer or any Holder or retaining for its own benefit any profits or benefits derived from any such contract or transaction;
 - acting in the same or a similar capacity in relation to any other scheme;
 - selling Underlying Entities' Shares to the Issuer or the Lender, or
 - subject to the Trustee acting at all times with good faith toward Holders.

Nothing in this Deed Poll restricts the Issuer or its associates or nominees acquiring Underlying Entities' Shares from the Trustee or elsewhere.

Payments to the Issuer

- 22.2 Subject to this Deed Poll, whenever the Trustee:
- sells an Underlying Entities' Shares; or
 - takes any action to enforce the Security Interest,
- the Trustee must endeavour to direct that any payments received by it from that sale or action and which will be payable to the Issuer are made directly to the Issuer (or as it directs). The Trustee may endorse to the Issuer (or as it directs) any cheque representing such payments which have been drawn in favour of the Trustee.

Limitation on liability

- 22.3 The Trustee does not have any obligations or duties in respect of the Separate Trusts, the Self Funding Instalments, the Underlying Entities' Shares or anything in relation to them except as expressly set out in this Deed Poll.
- 22.4 If the Trustee acts in good faith and without wilful default or negligence in endeavouring to perform its obligations under this Deed Poll, it is not responsible to Holders for any loss suffered in respect of the relevant Separate Trust including in case of a breach of an obligation imposed on the Trustee under this Deed Poll.
- 22.5 The liability of the Trustee in relation to each Separate Trust is in any case limited to the property of the Separate Trust.
- 22.6 The Trustee is not liable for the acts or omissions of any brokers or other Agents whose acts or omissions are not reasonably capable of supervision by the Trustee.
- 22.7 The Trustee is not responsible for the performance by the Issuer or the Registrar of their respective obligations under this Deed Poll or the PDS.
- 22.8 The Trustee is not liable for the acts or omissions of the Issuer or the Registrar (including any of its Agents), including for any breach of this Deed Poll to the extent caused by such act or omission.

Trustee's Reliance

- 22.9 The Trustee may take and act upon:
- the opinion or advice of counsel or solicitors instructed by the Trustee in relation to the interpretation of this Deed Poll or any other document (whether statutory or otherwise) or generally as to the administration of each of the Separate Trusts or any other matter in connection with the Separate Trusts;
 - the advice, statements or information from any bankers, accountants, auditors, valuers and other persons consulted by the Trustee who are in each case believed by the Trustee in good faith to be expert in relation to the matters upon which they are consulted and who are independent of the Trustee;
 - advice, statements, notices or information from the Issuer or Registrar in respect of all matters arising under this Deed Poll; and
 - any other opinion, advice, statement or information provided to the Trustee in respect of the Separate Trusts, however it is given to the Trustee, unless the Trustee has reasonable grounds to believe that the document is not genuine or correct;

and the Trustee will not be liable for anything done, suffered or omitted by it in good faith in reliance upon such opinion, advice, documents, statements, notices or information, including in respect of payments and dealings with Underlying Entities' Shares required by this Deed Poll. If the Trustee requests any advice, information, notices or statement from any person under this clause, the Trustee has no liability in connection with any delay in the exercise or performance of the relevant powers or duties the subject of the relevant advice, information, notice or statements.

Exercise of discretion

- 22.10 The Trustee need not act except when required to do so by this Deed Poll.
- 22.11 The Trustee may decide how and when to exercise its powers at its absolute discretion.
- 22.12 The Trustee need not consult with the Holders before acting, giving any consent, approval or agreement or making any determination under this Deed Poll except if this Deed Poll expressly provides otherwise.

Directions of the Court

- 22.13 The Trustee may apply to a court for directions as to any matter arising in connection with performance of its obligations including the exercise of the powers and functions of the Trustee under this Deed Poll. The Trustee is not liable to any person for any delay arising as a result of that application.

No responsibility for Deed Poll

- 22.14 The Trustee and the ASX have no responsibility for the form or contents of this Deed Poll or the PDS and accordingly have no liability as a result of or in connection with:
- any inadequacy, invalidity or unenforceability of any provision of this Deed Poll; or
 - any statement in, omission from or publication of the PDS.

Further obligations

- 22.15 Notwithstanding any other provision of this Deed Poll:
- the Trustee is not required to do or to omit to do anything or to incur any liability unless the Trustee's liability is limited in a manner satisfactory to the Trustee;
 - the Trustee will not be under any obligation to advance or to use its own funds for the payment of any costs, expenses or liabilities;
 - the Trustee is under no obligation to invest any property of a Separate Trust;
 - the Trustee is not required to keep itself generally informed as to the circumstances or activities of the Underlying Entity, Registrar, Issuer or any other person, including their compliance with their obligations in connection with this Deed Poll, the Self Funding Instalments, the Underlying Entities' Shares or the Register; and
 - a liability or obligation of the Trustee arising under this Deed Poll is strictly limited to the extent to which (and can be enforced against the Trustee only to the extent to which) the Trustee is actually indemnified for the liability by the Issuer or the liability or obligation can lawfully be satisfied in accordance with this Deed Poll out of the property of a Separate Trust.

Satisfaction of liabilities of each Separate Trust

- 22.16 Liabilities of or referable to each Separate Trust are to be satisfied from the property of that Separate Trust except as specified in this Deed Poll.

Appointments

- 22.17 The Trustee may for the purpose of exercising any of its rights or discharging any of its obligations appoint (and remove) officers or any related body corporate or engage agents or sub-contractors or experts on such terms, including remuneration, as the Issuer thinks fit.
- 22.18 The Trustee may appoint a nominee to be the registered holder of Underlying Entities' Shares held under this Deed Poll but so that:
- the nominee is a bare trustee for the Trustee with no power to deal in the Underlying Entities' Shares except as directed by the Trustee;
 - the Trustee or a holding company of it is the sponsor of the nominee's CHES holdings;
 - the nominee may be a Related Body Corporate of the Issuer or the Trustee; and
 - the registered Holdings of Underlying Entities' Shares of a nominee are deemed for the purposes of this Deed Poll to be a registered Holding of the Trustee.

Obligations are several

- 22.19 The obligations of the Issuer, the Trustee and the Registrar under this Deed Poll are several only and not joint.

Providing information

- 22.20 The Trustee may, to the extent permitted by law, on request, provide to the Issuer information concerning the Self Funding Instalments or the Underlying Entities' Shares. The Trustee does not have to inquire as to the purpose of the Issuer for requesting the information except to the extent required by law.
- 22.21 The Issuer may make arrangements with the Trustee to provide any Holder with any information concerning the affairs, financial condition or business of the Issuer or its Related Bodies Corporate.
- 22.22 The Trustee is not obliged to disclose any information relating to the Issuer or its Related Bodies Corporate, whether to the Holder or any other person, except under an arrangement agreed in accordance with clause 22.21. Disclosure is in any case not required if in the opinion of the Trustee disclosure would or might breach a law or duty of confidence or other fiduciary duty.

23. Funding of Trustee

Principles

- 23.1 The Trustee will have no right of recourse:
- to recover any of its outgoings under this Deed Poll in relation to a Separate Trust;
 - in respect of any claim, loss or liability which may arise from its actions or omissions as the Trustee of a Separate Trust; or
 - in respect of any right of indemnity in relation to a Separate Trust which it might have under this Deed Poll or at law;
- against the property which corresponds to that Separate Trust, save as provided in clause 23.2.

23.2 The only right of recourse which the Trustee has against the property of a Separate Trust is as set out in those specific provisions of this Deed Poll which authorise the Trustee to recoup from the Trust fund of a Separate Trust.

23.3 The Trustee is entitled to require the Issuer to pay on behalf of the Trustee (in accordance with the succeeding provisions of this clause 23), all disbursements, liabilities, expenses and outgoings reasonably and properly incurred by the Trustee or on its behalf in performing the Trustee's functions or obligations or discretions under this Deed Poll.

23.4 The Trustee may be remunerated by the Issuer for its services in addition to the indemnities and rights to reimbursement under this Deed Poll. The Trustee and the Issuer may determine and amend the basis for that remuneration from time to time without giving notice to or requiring the approval of Holders or any other person.

Reimbursement of outgoings

23.5 All costs, fees, expenses and liabilities reasonably and properly incurred by the Trustee in connection with any or all of the Separate Trusts or in performing its obligations under this Deed Poll are payable or reimbursable by the Issuer. This includes (without limitation) those expenses permitted as expenses by other clauses of this Deed Poll and expenses connected with:

- this Deed Poll and the formation of the Separate Trusts and any supplemental deed amending this Deed Poll;
- the sale, purchase, insurance, custody and any other dealing with the property of the Separate Trusts;
- the administration, management, promotion or valuation of any property of a Separate Trust or its Underlying Entities' Shares, compliance with the ASX Listing Rules or the ASX Market Rules, and maintenance of the Register;
- communications with Holders (written or otherwise);
- Transfer Taxes (except for those levied on the general business of the Trustee) and bank fees;
- the engagement or consultation of persons in accordance with this Deed Poll including legal costs on a full indemnity basis;
- preparation and audit of the taxation returns and accounts of the Separate Trusts;
- termination of the Separate Trusts and the retirement or removal of the Trustee and the appointment of a new trustee; and
- any court proceedings, arbitration or other dispute concerning any or all of the Separate Trusts including proceedings against the Trustee (except to the extent that the Trustee is found by a court to have acted or to have omitted to act in a manner for which the Trustee is not entitled to be to be reimbursed or indemnified in which case any expenses reimbursed under this clause 23.5(i) must be repaid).

Trustee to Account

23.6 At such intervals and in such form as the Issuer may from time to time direct, the Trustee will account to the Issuer for all expenses paid or incurred by the Trustee in accordance with this clause 23.

Recourse to Separate Trusts

23.7 The Trustee may have recourse to the Separate Trusts for any remuneration or reimbursement or indemnity permitted under this Deed Poll only if the Trustee is expressly authorised to deduct costs and fees from the proceeds of any payment received by the Trustee from the Issuer or any third party on the sale or disposal of the Underlying Entities' Shares or any other property of the Separate Trusts.

24. Taxes

24.1 The Issuer is not liable for any Transfer Tax or other charge arising from the ownership, transfer or Completion of a Self Funding Instalment (except as described in clause 24.4).

24.2 Holders or Transferees (as the case may be) must pay all Transfer Tax and other charges including a goods and services tax and stamp duties, if any, and any taxes payable by the Trustee or the Issuer in connection with the ownership, transfer and Completion of the Self Funding Instalments.

24.3 If the Holder is required to deduct any Transfer Tax from any payment, then:

- a. the Holder must pay that amount to the appropriate authority and promptly give the Issuer evidence of that payment;
- b. the amount payable is increased so that (after deducting that Transfer Tax and paying any Transfer Taxes on the increased amount) the Issuer receives the same amount it would have received had no deduction been made; and

the Holder must indemnify the Issuer and the Lender against the Transfer Tax and any amounts recoverable from the Issuer and the Lender in respect of the tax.

Failure to Pay

24.4 If the Holder fails to pay any Transfer Taxes within the required period, then the Issuer must pay the amount of the Transfer Taxes on behalf of the Trustee and the Holder. That amount and any related costs or expenses, including reasonable interest, is recoverable by the Issuer from the person who is registered as the Holder as a debt due.

Nothing in this clause obliges a Holder to pay stamp duty in respect of a transfer of Self Funding Instalments only because notice of the transfer has been given to the Trustee by a person other than the Holder.

Stamp Duty

24.5 The Holder will be responsible for paying all stamp duties assessed in respect of the Separate Trusts, the Loan, the Security Interest or the Underlying Entities' Shares to which the Self Funding Instalments of that Holder relate.

25. Statements, Accounts And Audit**Obligation of Trustee**

25.1 The Trustee must prepare and lodge consolidated accounts and financial and taxation returns (if it is required by law to do so).

Exemption

25.2 The Trustee is empowered to apply for any waiver, modification or exemption which will or may have the effect of reducing the extent of its obligations under clause 25.1 and to give undertakings and to perform any conditions associated with any such application or any such modification or exemption.

No obligation to provide financial information

25.3 Subject to the ASX Market Rules and contrary provisions of this Deed Poll, the Trustee has no obligation whatsoever to provide or to procure the Registrar to provide information to Holders about the Separate Trusts or the Underlying Entities' Shares.

25.4 In particular, the Trustee has no obligation to provide Holders with any financial accounts, financial reports or financial statements for the Separate Trusts.

25.5 The Trustee is not obliged in any event to make available or to forward its own financial accounts, reports or statements to any Holder.

Part 6 – General**26. Notices**

26.1 Except as otherwise provided by this Deed Poll, a notice required or permitted to be given to a Holder under this Deed Poll or by the Corporations Act must be in writing and is to be treated as being given in writing if:

- a. left at the Registered Address of the Holder;
- b. sent by pre-paid mail to the Registered Address of the Holder;
- c. sent by facsimile transmission to the Holder's facsimile number;
- d. sent by email to the Holder's email address;
- e. posted as a notice on the Issuer's website; or
- f. in the event of time constraints, by such other method as approved by the ASX.

Notice by Advertisement

26.2 Any notice which is required or allowed by a court of competent jurisdiction to be given to a Holder by advertisement will, unless otherwise stipulated or required by law or by a court in Australia or in any relevant foreign jurisdiction, be sufficiently advertised if advertised once in a daily newspaper circulating in the States and Territories of Australia.

Notices by Holders

26.3 All notices required or permitted to be given by Holders to the Issuer, Trustee or Registrar under this Deed Poll or otherwise in respect of Self Funding Instalments must be in writing and are treated as being duly given upon being actually received by the Issuer, the Trustee, or the Registrar at its principal office in Sydney or such other address as it may by notice to the Holder specify.

Notices for Corporate Actions and Stop Loss Events

26.4 The Issuer must give notice in accordance with ASX company announcement platform procedures upon:

- a. the occurrence of a Stop Loss Event;
- b. the completion of the relevant Stop Loss Termination Valuation Period. The Remaining Value will also be provided in the notice; and
- c. a Corporate Action event in relation to an Underlying Entities' Shares;

as soon as reasonably practicable.

27. Calculation and rounding

27.1 Except as otherwise provided in this Deed Poll, all calculations will be made to not fewer than four decimal places. Any money amounts to be paid to a Holder will be rounded down to the nearest whole cent after aggregating all entitlements of that Holder. Any numbers of Underlying Entities' Shares to be transferred to a Holder will be rounded down to the nearest whole number after aggregating all entitlements of that Holder.

28. Payment to Holders

Methods of Payment

28.1 Any money payable to a Holder may be paid in a manner agreed between the Issuer and the Trustee.

Receipt

28.2 The receipt of the Holder in respect of a Self Funding Instalment and any money payable in respect of it is a good discharge to the Trustee or the Issuer.

Unclaimed Money

28.3 Any payments made to Holders but remaining unclaimed for more than 12 months after the date of payment may, at the discretion of the Trustee but subject to applicable laws, be paid to the Issuer, for the sole benefit of the Issuer and the relevant Holder has no claim, whether against the Issuer, the Trustee, the Registrar or otherwise, to any amount paid to the Issuer under this clause.

29. Impact of ASX Rules

29.1 All provisions of this Deed are subject to any contrary requirement from time to time of the ASX Market Rules or ACH Clearing Rules or the ASTC Settlement Rules unless the ASX or, if appropriate, the ASX, ACH or ASTC gives or has given a waiver or consent in respect of the Self Funding Instalments of any of those rules.

30. Amendments To Deed Poll

Issuer and Trustee may amend

- 30.1 Subject to the ASX Market Rules, the Issuer and the Trustee may together by supplemental deed amend this Deed Poll if one or more of the following applies:
- a. in the reasonable opinion of the Issuer and the Trustee, and with the consent of the ASX, the amendment is necessary or desirable to provide for the consequences of any unforeseen circumstance or Corporate Action taken or to be taken in respect of the Underlying Entities' Shares and which, in the reasonable opinion of the Trustee and the Issuer, is not materially prejudicial to the rights of Holders;
 - b. the terms of the amendment are authorised by a resolution of the Holders passed in accordance with this Deed Poll;
 - c. the terms of the amendment are necessary or desirable in the reasonable opinion of the Trustee and the Issuer, and with the consent of the ASX, to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Self Funding Instalments) or any requirement of the ASX or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of this Deed Poll;
 - d. The Issuer and Trustee may otherwise amend this Deed Poll as contemplated by the ASX Market Rules (particularly Market Rule 10.3.6).

The Expiry Date may not be amended under this clause.

Notice of Amendment

30.2 If requested by the ASX, the Issuer will procure notice of the proposed amendment or the fact of the amendment to be given generally or also specifically to Holders.

No Holders

30.3 If there are no Holders, other than the Issuer or a Related Body Corporate of the Issuer, the Issuer may with ASX consent, amend or adjust any terms of the Self Funding Instalment including, without limitation, the Instalment Payment, the Stop Loss Level, the Interest Rate or Interest Amount, but excluding the Expiry Date.

31. Resolution of Holders

- 31.1 The Issuer must notify all Holders in writing of a proposed amendment under clause 30.1(b).
- 31.2 Holders may return ballot papers to the Issuer by no later than 20 Business Days after the date of the notice. Each Holder is entitled to one vote for each Self Funding Instalment held.
- 31.3 A resolution is duly passed if 75% or more of the votes cast are in favour of the amendment.
- 31.4 The Issuer or its associates must not vote unless they are voting as Trustee or nominee for a person who is not an associate.
- 31.5 An amendment must be notified to the ASX.

32. Obligation of Holders to provide information

32.1 A Holder will:

- a. provide such information as the Issuer or the Trustee may request as required by law; and
- b. on request by the Registrar, provide the Registrar with details of any Holding it has of Shares relating to its Application.

33. General provisions

Waiver

33.1 The failure, delay, relaxation or indulgence on the part of the Issuer or the Trustee in exercising any power or right conferred upon the Issuer or the Trustee under this Deed Poll does not operate as a waiver of that power or right nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Deed Poll.

Effect of Amendment

33.2 This Deed Poll as amended applies to each Separate Trust and binds the Trustee, each Holder and any person claiming through any of them as if each of them had been a party to this Deed Poll.

Governing law

33.3 This Deed Poll is governed by the laws in force in New South Wales.

34. Interpretations

34.1 Definitions

In this Deed Poll, unless the contrary is expressed, defined words have the meanings shown in Section 10 "Glossary" of the PDS.

34.2 General Interpretation

In this Deed Poll, unless the context otherwise requires:

- a. terms defined in the ASX Market Rules, the ACH Clearing Rules the ASTC Settlement Rules or the Corporations Act are used with their defined meaning;
- b. the words "including" and "for example" when introducing a list of items does not exclude a reference to other items, whether of the same class or genus or not;
- c. amend includes delete or replace;

- d. headings and marginal notes are for convenience only and do not affect interpretation of this Deed Poll;
- e. the singular includes the plural and vice versa;
- f. if an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- g. a reference to this Deed Poll or to any other deed, agreement or document, includes, respectively, this Deed Poll or that other deed, agreement or document as amended, novated, supplemented, varied or replaced;
- h. a reference to a clause is a reference to a clause of this Deed Poll;
- i. a reference to any legislation, statute, ordinance code or other law includes all ordinances, by-laws, regulations, rules, rulings, directions, guidelines and other statutory instruments under it, and any modifications, consolidations, re-enactments, replacements and substitutions of any of them;
- j. a reference to a person includes a reference to an individual, firm, company, corporation, Body Corporate, statutory body, Trust, partnership, joint venture, association whether incorporated or unincorporated, or an authority;
- k. if a reference is made to any body or authority which has ceased to exist, the reference must be construed as a reference to the body or authority which at the time of construction serves substantially the same objects as that body or authority;
- l. references in this Deed Poll to the Beneficial Interest in an Underlying Entities' Share merging with the legal title to that Underlying Entities' Share in certain circumstances involving the transfer of an Underlying Entities' Share, signify that upon registration of such a transfer the Security Interest in that Underlying Entities' Share is extinguished, that the Holder ceases to have a separate Beneficial Interest in the Underlying Entities' Share and that any obligations which the Trustee may have had in relation to the Beneficial Interest in that Underlying Entities' Share cease;
- m. any reference to any matter relating to the Self Funding Instalments when being construed in respect of a particular Series of Self Funding Instalments shall be read as if the reference applies to that Series of Self Funding Instalments alone and as if there were no other Series of Self Funding Instalments the subject of this Deed Poll; and
- n. if a day or date specified is not a Business Day, then the day or date will refer to the next Business Day.

**EXECUTED AND DELIVERED
as a deed poll in Sydney.**

Executed as a deed in accordance with section 127 of the **Corporations Act 2001** by affixing the common seal of RBS Nominees (Australia) Pty Limited in the presence of:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the **Corporations Act 2001** by affixing the common seal of RBS Nominees (Australia) Pty Limited in the presence of:

Director Signature

Director/Secretary Signature

Print Name

Print Name

10. Glossary

“Accretion” means the property or benefit nominated under clause 10.1(e) of the Trust Deed.

“Acceptance” means acceptance by RBS of an Application for Self Funding Instalments or a Transfer Notice for the transfer of Self Funding Instalments to RBS.

“ACH” means Australian Clearing House Pty Limited.

“ACH Clearing Rules” means the clearing rules of ACH, as amended from time to time.

“Additional Interest Amount” means an interest amount (other than an Interest Amount) described in Section 5.2 “Other Fees & Costs” of PDS Part 2.

“AML/CFT Act” or “AML/CFT Legislation and Regulations” means Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and Anti-Money Laundering and Counter Terrorism Rules.

“Applicant” means a person or persons making an Application through lodging an Application Form.

“Application” means an offer by a person to RBS to subscribe for Self Funding Instalments, being an offer on terms referred to in an Application Form.

“Application Amount” means the amount paid by a Cash Applicant on Application and directed by the Applicant to be applied in satisfaction of the First Payment.

“Application Form” means the Form attached to or enclosed in the PDS.

“ASIC” means the Australia Securities and Investments Commission.

“Assessed Value Payment” means:

90% x (VWAP – Instalment Payment) as per Section 2.4 of the PDS Part 2. Investors should note that the Assessed Value Payment will be zero if in the last two hours of trading on the Expiry Date the Underlying Entities’ Share Price is not greater than the Instalment Payment by at least 5% or more of the Loan Amount.

“ASTC” means the ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532).

“ASTC Settlement Rules” means the operating rules of ASTC, as amended from time to time.

“ASX” means ASX Limited (ABN 98 008 624 691) or the financial market operated by ASX, as the context requires.

“ASX Listing Rules” means the official listing rules of the ASX.

“ASX Market Rules” means the market rules of ASX regulating trading in warrants and shares on the ASX, as amended or substituted from time to time.

“ATO” means the Australian Taxation Office.

“Automatic Early Completion” means the occurrence of a Corporate Action which results in the transfer of the Underlying

Entities’ Shares, release and extinguishing of the Security Interest and merger of Beneficial Interest and legal title in accordance with clause 17.5 of the Trust Deed.

“Beneficial Interest” means the beneficial interest which a Holder acquires in a specified Underlying Entities’ Share and in any other property of a Separate Trust subject to the Security Interest (if any).

“Borrowing Fee” means the fee, if any, charged by the Lender from time to time for providing the Loan in accordance with the Trust Deed and PDS.

“Broker” means RBS Equities (Australia) Limited (ABN 84 002 768 701) having its registered office at Level 23, 88 Phillip Street, Sydney NSW 2000.

“Business Day” has the meaning given in the ASX Market Rules.

“Calculation Agent” means the Issuer or such other calculation agent as appointed by the Issuer at its absolute discretion.

“Cash Application” means an Application pursuant to which the Applicant pays the First Payment in cash to the Trustee upon lodgment of the completed Application Form, and “Cash Applicant” has a corresponding meaning.

“Cash Back Amount” means in the case of a Shareholder Application, the amount of the Loan advanced to the Applicant, less any applicable Borrowing Fee and any applicable Transfer Tax.

“CGT” means the Capital Gain Tax.

“Change in Law” means that on or after the Effective Date (a) due to the adoption of or change in any applicable law or regulation (including, without limitation, any tax law) or (b) 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) it:

- i. has become illegal to hold, acquire or dispose of the Underlying Entities’ Shares or the Issuer’s hedge; or
- ii. the Issuer will incur a materially increased (as compared with circumstances existing at the time the Self Funding Instalments are listed on the ASX) cost in performing its obligations (including without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse affect on its tax position).

“CHESS” means the Clearing House Electronic Subregister System operated in accordance with the ASTC Settlement Rules.

“CHESS Approved Securities” means Securities approved by ASTC in accordance with the ASTC Settlement Rules.

“Closing Time” means the close of the Closing Single Price Auction phase on Integrated Trading System (ITS) following the close of normal trading on the ASX.

“Commencement Date” means in relation to a Separate Trust, the date on which the Applicant’s name is entered into the Register.

“Complete” means submit a valid Instalment Payment Notice to RBS in accordance with the Trust Deed and the PDS.

“Completion” means the act of submitting a valid Instalment Payment Notice in accordance with the Trust Deed and the PDS.

“Completion Date” means the date on which a Holder Completes a Self Funding Instalment.

“Conversion Application” means an Application under which an Applicant lodges Prior Series Instalments for the Series of Self Funding Instalments which are the subject of the Application and directs payment of the Instalment Payment of those Prior Series Instalments from the Loan proceeds and **“Conversion Applicant”** has a corresponding meaning.

“Conversion Cash Back” means the amount calculated by the Issuer as the Loan Amount less the Instalment Payment on the Prior Series Instalment less any Borrowing Fee payable on the Self Funding Instalments the subject of the Conversion Application less any Transfer Taxes and which is payable by the Issuer to the Conversion Applicant only if the calculated amount is a positive number.

“Conversion Payment” means the amount calculated by the Issuer as the Instalment Payment on the Prior Series Instalment, plus any Borrowing Fee plus any Transfer Taxes payable on the Self Funding Instalments the subject of the Conversion Application less the Loan Amount, and which is payable by the Conversion Applicant to the Issuer only if the calculated amount is a positive number.

“Corporate Action” means in relation to Underlying Entities’ Shares to which a Series of Self Funding Instalments relate:

- a. the actual or proposed adoption of any procedure, event or action which is or which is likely to result in any cash return of capital, pro-rata cash distribution, capital reduction, liquidator’s distributions, share buy-back, bonus issue, rights issue, arrangement, scheme of arrangement, compromise, merger, demerger, reconstruction, compulsory acquisition, redemption, cancellation, replacement, modification, subdivision or consolidation, takeover bid, special dividend, non cash dividend, share split or any other similar or like event;
- b. any event which is or which results in the actual or proposed administration, liquidation, winding up or termination of the Underlying Entity or other similar or like event (however described); or
- c. any event which is or which results in the actual or proposed de-listing of the Underlying Entity (or any of its component securities, in the case of a share basket) or the actual or proposed removal from quotation of the Underlying Entity (or any Underlying Entities’ Shares) or the actual or proposed suspension from trading of the Underlying Entities’ Shares or similar event.

“Corporations Act” means the Corporations Act 2001 (Cth) (as amended from time to time) and **“Corporation Regulations”** means the Corporations Regulations 2001 (Cth) (as amended from time to time).

“Deed Poll” or “Deed” or “Trust Deed” means the deed poll in Section 10 of the PDS as amended from time to time.

“Direct Debit Request” means a direct debit request notice in the form approved by the Trustee and attached to the PDS Part 2.

“Disenfranchisement” means, in relation to an Underlying Entities’ Share, the cancellation, suspension, restriction or disregarding of any rights (including without limitation a Beneficial Interest or those rights connected with voting or Dividends) attaching to or in respect of that Underlying Entities’ Share, as a result of:

- a. a Disposal Event; or
- b. the operation of any law, decree, order or judgment.

“Disposal Event” means, if as a result of the application of:

- a. any law of the Commonwealth of Australia or of any State or Territory of it, whether or not such law exists at the date of this Deed Poll;
- b. any ordinance, rule, regulation or by-law made pursuant to them; or
- c. any decree, order or judgment of any competent court,

the Trustee is obliged to dispose of any Underlying Entities’ Shares but excluding compulsory acquisitions following a Takeover Bid, disposals under a Scheme and disposals under a reduction of capital.

“Dividend(s)” means distributions of income or capital, including Ordinary and special dividends, by the Underlying Entity.

“Dividend Ex-Date” means the ex-entitlement date of the Trustee receives the payment of Dividend from the Underlying Entity.

“Early Expiry Date” means a date nominated by RBS in accordance with clauses 6.4 and 17.1 of the Trust Deed.

“Effective Date” means the date the Applicant or Transferee (as applicable) is recorded on the Register.

“Eligible Holder” means the Holder on the Register at the Record Time in respect of any right or Dividend to be conferred by the Underlying Entity.

“Encumbrance” means any mortgage, pledge, lien, charge, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person or any act, arrangement or omission by which a right or an asset may be or be liable to be vested in any person but does not include the Security Interest.

“Expenses” means any costs, expenses or liabilities of the Issuer determined by the Issuer at its absolute discretion including, but not limited to, incidental or indirect costs and costs incurred in selling or disposing of Underlying Entities’ Shares, unwinding of hedging arrangements, Transfer Taxes and/or expenses and brokerage (if applicable) incurred by the Issuer in relation to the occurrence of a Stop Loss Event, a Completion or an Extraordinary Event. These costs and expenses may be up to 20% of any total amount payable.

“Expiry Date” means the date shown in the Summary Table in PDS Part 1 or any other date as substituted or amended in accordance with the Trust Deed or PDS.

“Extraordinary Event” means any of the events determined in accordance with clause 15.1 of the Trust Deed.

“FATA” means the Foreign Acquisitions and Takeover Act 1975 (Cth) (as amended from time to time).

“Force Majeure Event” means an event or circumstance beyond the reasonable control of the Issuer that prevents the Issuer from performing their obligations under the terms of the Trust Deed.

“First Payment” means the amount determined by RBS as the purchase price of a Self Funding Instalment for a Cash Applicant on a particular day.

“Guarantee” means the Guarantee Deed Poll dated 4 February 2009 made by The Royal Bank of Scotland N.V.

“Guarantor” means The Royal Bank of Scotland N.V.

“Hedging Disruption Event” means, in respect of an Underlying Entities’ Share, any event, the result of which is the termination, adjustment or change of the Issuer’s hedging arrangement or the result of which is that RBS is unable, or it is impractical for RBS, after using commercially reasonable efforts to:

- a. acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the risk relating to such Underlying Entities’ Share or of it entering into and performing its obligations with respect to Self Funding Instalments; or
- b. realise, recover or remit the proceeds of any such transaction or asset, including without limitation, where such inability or impracticability has arisen by reason of any restrictions by the relevant Underlying Entity on any investor’s ability to redeem or dispose of such Underlying Entities’ Shares, in whole or in part, or any existing or new investor’s ability to make new or additional investments in such Underlying Entities’ Shares.

“Holder” means the person whose name is from time to time entered in the Register as the Holder of a Self Funding Instalment, and in the case of a joint Holder means each Holder on a joint and several basis.

“Increased Costs of Hedging” means a situation where on or prior to the Completion Date or any other relevant date, the Issuer would incur a materially increased (as compared with circumstances existing at the time the Self Funding Instalments were listed on the ASX) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, 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 Self Funding Instalments, 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 or which is otherwise caused by the Issuer, shall not be deemed an Increased Cost of Hedging.

“Instalment Payment” means:

- a. for each Series of Self Funding Instalments an amount payable (apart from any Transfer Taxes and Expenses) by a Holder, per Self Funding Instalment, on delivery of an Instalment Payment Notice in accordance with the Trust Deed, being the amount initially specified for this purpose in the PDS Part 1 and as otherwise determined or announced daily or such other frequency as specified in accordance with the PDS. The Instalment Payment will equal the Loan Amount; or
- b. in the case of a Prior Series Instalment, an amount payable by a holder of a Prior Series Instalment to complete that Prior Series Instalment.

“Instalment Payment Notice” means a notice in the form approved by the Trustee and attached to the PDS.

“Instalment Taxation and Dividend Statement” means a statement containing the taxation information.

“Interest Amount” means an amount determined by RBS at its absolute discretion on a daily basis, or other frequency as determined by RBS and advised to the Holders.

“Interest Rate” means the variable interest rate applying to the Loan from time to time as specified by the Issuer at its absolute discretion, acting in good faith and notified to Holders on the Issuer’s website. Section 3(c) of PDS Part 2 provides further details of the factors that may affect the level of Interest Rate.

“Investment Term” means the term for which a Holder holds a Self Funding Instalment specified in the PDS Part 1.

“Issuer” means RBS Group (Australia) Pty Limited (ABN 78 000 862 797 AFSL: 247013).

“ITS” means the Integrated Trading System as operated by the ASX.

“Lender” means RBS Group (Australia) Pty Limited (ABN 78 000 862 797 AFSL: 247013).

“Loan” means each loan offered by the Lender to a successful Applicant or Transferee on the terms and conditions set out in the Application Form and the Trust Deed, being in respect of each Self Funding Instalment.

“Loan Amount” means the amount outstanding from time to time under the Loan as advised by RBS to Holders in accordance with the PDS and includes any accrued and/or capitalised Interest Amount. Also referred to as the Instalment Payment.

“Market Disruption Event” means the occurrence or existence on any Trading Day during the one-half hour period that ends at the Closing Time of any of the following events, in the determination of the Issuer:

- a. the suspension or material limitation of trading in (i) an Underlying Entities’ Shares, or (b) securities generally on the ASX; or
- b. 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 ASX; (2) a limitation on trading imposed during the course of a day by reason of movements in price otherwise exceeding levels permitted by the ASX will constitute a Market Disruption Event; and (3) issues of materiality are to be determined at the discretion of the Issuer, and with the consent of the ASX if necessary.

“Minimum Application Amount” means the amount specified in PDS Part 1.

“Offer Closing Date” means the offer closing date specified in the PDS Part 1.

“Offer Document” means a product disclosure statement and/or any other document under which the Underlying Entity offers Shares underlying the Self Funding Instalments.

“Offer Open Date” means the offer open date specified in the PDS Part 1.

“Offer Period” means the period starting on the Offer Open Date and ending on the Offer Closing Date.

“Ordinary Dividend” means a Dividend or part of a Dividend, that is not attributable to a Corporate Action.

“PDS” means the Product Disclosure Statement issued for the Self Funding Instalments comprising PDS Part 1 and PDS Part 2, as supplemented from time to time.

“Priority Order” means the payment by the Trustee of the proceeds of a sale or disposal of the Underlying Entities’ Shares or of a surplus or other amount held by the Trustee (or as otherwise directed under the Trust Deed) in the following order:

- i. first, in payment or reimbursement of all costs, charges, liabilities and expenses of the Trustee which have been incurred in or are incidental to the exercise or performance of a power or duty, or an attempt to exercise or perform, in respect of the Underlying Entities’ Shares or any other amount payable to the Trustee in accordance with the Trust Deed;
- ii. second, in payment or reimbursement of all fees, costs, charges, liabilities and expenses incurred in the sale, transfer or other disposal of an Underlying Entities’ Share (including in payment or reimbursement of all of the Transfer Taxes owed, paid or which become, or are likely to become owing by the Holder relating to an Underlying Entities’ Share);
- iii. third, in payment to the Lender of the Instalment Payment. If the amount available is insufficient to pay the Instalment Payment, then the amount available will be used to repay the Instalment Payment in part;
- iv. fourth in payment to the Issuer for any Expenses; and
- v. fifth, any balance of the said proceeds or surplus will be paid to the relevant Holder.

“Prior Series Instalment” means any instalment warrants over the same Underlying Entities’ Shares as the Self Funding Instalments which are issued under this PDS.

“RBS” means RBS Group (Australia) Pty Limited (ABN 78 000 862 797 AFSL: 247013).

“RBS Australia Group” or **“RBS Group”** means RBS and its Related Bodies Corporate.

“RBS Bank N.V.” means RBS Bank N.V. (ABN 84 079 478 612) a corporation incorporated in the Netherlands having its principal office in Australia at Level 23, 88 Phillip Street, Sydney, NSW, 2000.

“Receiver” means a receiver or receiver and manager appointed under the Trust Deed.

“Record Time” means the date and time as at which any right is conferred or obligation is imposed by the holding of Self Funding Instalments or the holding of Underlying Entities’ Shares, as the case may be, including, without limitation, the right to receive Dividends or other security benefits.

“Register” means the register of Holders kept and maintained by the Registrar.

“Registered Address” means in relation to a Holder whether or not there is one or more than one Holder registered in respect of that Self Funding Instalment, the single address recorded in the Register in respect of that Self Funding Instalment.

“Registrar” means any person RBS may appoint from time to time to maintain the Register.

“Related Body Corporate” has the same meaning as that in section 50 of the Corporations Act.

“Remaining Value” means, subject to a Corporate Action, the cash amount per Self Funding Instalment payable to Holders following a Stop Loss Event, calculated by the Calculation Agent as follows:

Stop Loss Termination Price – Instalment Payment – Expenses.

The Remaining Value may be zero or negative in certain instances.

“Scheme” means any arrangement, compromise, merger, demerger or reconstruction of the Underlying Entity which falls within Part 5.1 of the Corporations Act and which results in an Accretion or in the reconstruction, cancellation, replacement or modification of the Underlying Entities’ Shares.

“Security Interest” means the security, within the meaning of sections 104-10 and 109-15 of the Tax Act, which the Lender has in each Underlying Entities’ Share held by the Trustee from time to time.

“Self Funding Instalment” means an instalment warrant issued pursuant to the terms set out in this Deed Poll and the PDS.

“Separate Trust” means each of the Trusts, one for each Underlying Entities’ Share, constituted under the Trust Deed.

“Series” means the Self Funding Instalments, which relate to an Underlying Entities’ Share of the Underlying Entity and otherwise have identical rights.

“Settlement Date” means the 15th Business Day after the Completion Date.

“Share” means

- a. a share, interest in a managed investment scheme, debenture, Chess Depository Interest or other financial product (as defined in the Corporations Act), issued by an Underlying Entity;
- b. a right or interest in any of the above; or
- c. a combination of any of the above stapled together, such that they cannot be dealt with separately.

“Shareholder Application” means an application under which the Applicant transfers Shares of the relevant Underlying Entity for the Series of Self Funding Instalments which are the subject of the Application and **“Shareholder Applicant”** has a corresponding meaning except that it does not cover superannuation entities as they are prohibited from making Shareholder Applications.

“SIS Act” means the Superannuation Industry (Supervision) Act 1993 (Cth) (as amended from time to time and **“SIS Regulations”**) means the Superannuation Industry (Supervision) Regulations 1994 (Cth) (as amended from time to time).

“SMSF” means Self Managed Super Fund.

“Stop Loss Event” or **“Stop Loss”** means the value of the Underlying Entities’ Share for a Self Funding Instalment is less than or equal to the Stop Loss Level at any time on any Business Day.

“Stop Loss Level” means

- a. an amount specified in PDS Part 1; or
- b. any other amount announced by the Issuer on its website from time to time; or
- c. any other amount announced by the Issuer on its website in the event of a Dividend payment, Corporate Action or an adjustment where there are no Holders (other than the Issuer or a Related Body Corporate of the Issuer) in the series of Self Funding Instalments, which shall be rounded at the Issuer’s discretion in accordance with the Stop Loss Rounding.

“Stop Loss Reset Date” means the date on which the Stop Loss Level is reset and includes:

- a. the first Trading Day of each calendar month provided that such day is not a Business Day, the next following Business Day; or
- b. each Business Day, as determined by the Issuer at its absolute discretion, on which the Stop Loss Level is reset including without limitation, each Business Day on which a Corporate Action occurs.

“Stop Loss Rounding” means rounding to the nearest two decimal places;

“Stop Loss Termination Date” means the first Trading Day on which the Stop Loss Event occurs.

“Stop Loss Termination Price” means the amount determined by reference to the actual price the Issuer is able to dispose of the relevant Underlying Entities' Shares on a best efforts basis.

“Stop Loss Termination Valuation Date” means the last Trading Day during the Stop Loss Termination Valuation Period.

“Stop Loss Termination Valuation Period” means the period from the occurrence of the Stop Loss Event to 1:00pm (Sydney time) on the following Trading Day.

“Summary Table” means the summary table of Self Funding Instalments in the PDS Part 1.

“TFN/ABN” means Tax File Number / Australian Business Number.

“Takeover Bid” has the same meaning given in Section 9 of the Corporations Act and also includes an offer of the type to which Section 414 of the Corporations Act applies.

“Tax Act” means the *Income Tax Assessment Act 1936 (Cth)* and/or the *Income Tax Assessment Act 1997 (Cth)* as the context requires.

“Tax Change” means a change to the Tax Act whereby the Trustee is taxed in a manner similar to companies or Trust distributions are taxed in a manner similar to corporate distributions or any other change which has a material financial impact over the issue, holding, cancellation transfer or expiry of Self Funding Instalments or any change or reasonably anticipated change in the stamp duties legislation of an Australian State or Territory, where as a result of such change the Issuer or the Trustee or any other person is or will be required to pay additional stamp duty on this Deed Poll or in relation to the Security Interest, Underlying Entities' Shares or the Self Funding Instalments.

“Trading Day” has the meaning given to it in the ASX Market Rules.

“Transfer Notice” means a notice, in the form approved by RBS and attached to this PDS Part 2 in Section 11.

“Transfer Tax” means all goods and services tax, and stamp duties and other related taxes, levies, imposts, deductions, interest, penalties and charges payable by any person on, as a consequence of, or in connection with:

- a. the purchase, sale or transfer of a Self Funding Instalment;
- b. the Completion of the Self Funding Instalment and subsequent transfer or delivery of the Underlying Entities' Shares; or
- c. any subsequent transfer or sale of the Underlying Entities' Shares by RBS (or its Agent or assignee) on or after the Holder's failure to Complete the Self Funding Instalment.

“Transferee” means a person who becomes entitled to be registered as a Holder following the transfer of a Self Funding Instalment from a Transferor.

“Transferor” means a Holder who transfers a Self Funding Instalment to a third party.

“Trust Deed” means the deed poll executed by the Trustee and RBS on 4 February 2009, the content of which is contained in Section 9 of this PDS Part 2 and is subject to amendment from time to time.

“Trustee” means the Trustee for the time being of the Separate Trusts, appointed as such by the Trust Deed and includes any subsequent Trustee or any nominee, custodian, delegate or Agent of the Trustee as the context requires.

“Underlying Entity” means for each Series of Self Funding Instalments the corresponding Underlying Entity referred to in the Summary Table in the PDS Part 1.

“Underlying Entities' Share” means in relation to a Series of Self Funding Instalments, one Share as adjusted in accordance with the Trust Deed.

“Underlying Entities' Share Price” means the amount determined by reference to the actual price the Issuer is able to dispose of the relevant Underlying Entities' Shares on a best efforts basis.

“VWAP” is the arithmetic average of the daily volume weighted average prices of the Underlying Entities' Share price over the five Trading Days following the Expiry Date, excluding special, late and overseas sales.

“Warrant Issuer” means RBS and “Issuer” has a corresponding meaning.

“Withholding Tax” means Australian tax withheld by the Trustee from any Dividend received on behalf of a Holder.

Part A: How to apply

Important information for advisors

Know Your Client requirements – advisors who submit Applications on behalf of their clients must complete and sign the Form entitled “Know Your Client – Investor Application Signoff by your financial advisor” and send this together with the Application Form. Applications that are submitted by an advisor on behalf of their clients must affix their stamp in the designated locations on the Application Form. Application Forms submitted by advisors who do not affix their stamp to their client’s Application Form will have the Forms returned to them and these Applications will not be processed until they are completed in accordance with the instructions contained herein. The following provides information regarding the supporting documentation required for identification purposes under the AML/CTF Act.

1. Category – Individuals

1.1 What information must be verified

- (a) the client’s full name; and
- (b) either:
 - i. the client’s date of birth; or
 - ii. the client’s residential address.

1.2. Documents used to verify individual’s identity

An individual’s identity must be verified using reliable and independent documents or electronic data or combination of both.

Using reliable and independent documents, you can verify the client’s name and either:

- (a) the client’s residential address; or
- (b) date of birth, or both, from:
 - i. an original or certified copy of a primary photo identification document; or
 - ii. both:
 - (A) an original or certified copy of a primary non photo identification document; and
 - (B) an original or certified copy of a secondary identification document; and
- (c) verify that any document produced by the customer has not expired (other than in the case of a passport issued by the Commonwealth that expired within the preceding two years).

1.3 Primary photo identification

Primary photo identification includes:

- (a) an Australian driver’s licence issued or equivalent authority of a foreign country that contains a photograph of the person in whose name the document is issued;
- (b) an Australian passport;
- (c) a foreign passport or similar document issued for the purpose of international travel that:
 - i. contains a photograph and signature of the person in whose name the document is issued;
 - ii. is issued by a foreign government, the United Nations or an agency of the United Nations; and
 - iii. if the document is not in English it is to be accompanied by an English translation prepared by an accredited translator; or
- (d) a Proof of Age card issued by a State or Territory government for the purpose of proving the person’s age which contains a photograph of the person in whose name the document is issued;
- (e) a national identity card issued for the purpose of identification, that:
 - i. contains a photograph and the signature of the person in whose name the document is issued;
 - ii. is issued by a foreign government, the United Nations or an agency of the United Nations; and
 - iii. if the document is not in English it is to be accompanied by an English translation prepared by an accredited translator.

1.4 Primary non photo identification document

Primary non photo identification documents means any of the following:

- (a) an Australian birth certificate;
- (b) a citizenship certificate issued by a foreign government. If the certificate is not in English it must be accompanied by an English translation prepared by an accredited translator;
- (c) a birth certificate issued by a foreign government, the United Nations or an agency of the United Nations (if not in English the certificate must be accompanied by an English translation prepared by an accredited translator); or
- (d) a pension card issued by Centrelink that entitles the person in whose name the card is issued to financial benefits.

1.5 Secondary identification document

Secondary identification document means any of the following:

- (a) a notice that was issued to an individual by the Commonwealth, a State or Territory within the preceding twelve months that:
 - i. contains the name of the individual and his or her residential address; and
 - ii. records the provision of financial benefits to the individual under a law of the Commonwealth, State or Territory;
- (b) a notice that:
 - i. was issued to an individual by the Australian Taxation Office within the preceding 12 months;
 - ii. contains the name of the individual and his or her residential address; and
 - iii. records a debt payable to or by the individual by or to (respectively) the Commonwealth under a Commonwealth law relating to taxation;
- (c) a notice that:
 - i. was issued to an individual by a local government body or utilities provider within the preceding three months;
 - ii. contains the name of the individual and his or her residential address; and
 - iii. records the provision of services by that local government body or utilities provider to that address or to that person; and
- (d) in relation to a person under the age of 18, a notice that:
 - i. was issued to a person by a school principal within the preceding three months;
 - ii. contains the name of the person and his or her residential address; and
 - iii. records the period of time that the person attended at the school.

1.6. Verification of individuals using electronic data

A individual client's name and residential address can be verified using reliable and independent electronic data from at least two separate data sources and either:

- (a) the customer's date of birth using reliable and independent electronic data from at least one data source; or
- (b) that the customer has a transaction history for at least the past three years.

2. Category – Companies

2.1 Information to be verified

- i. the full name of the company as registered by ASIC;
- ii. whether the company is proprietary or public;
- iii. the ACN or ABN; and
- iv. the names and address of each beneficial owner of a proprietary or private company.

2.2 Documents used to verify beneficial owners

Beneficial owners need to meet the document verification standards of individuals set out at 1.2-1.6 above.

3. Category – Trusts

3.1 Information to be verified

- (a) the full name of the Trust;
- (b) the full name of each Trustee;
- (c) either the date of birth or address for each Trustee; and
- (d) the full name of each beneficiary.

3.2 Documents used to verify trust name

- (a) a Trust Deed; and
- (b) certified copy or certified extract of the Trust Deed.

3.3 Documents used to verify a Trustee or beneficiary

Trustees and beneficiaries need to meet the document verification standards of individual set out at 1.2-1.6 above.

4. Persons authorised to certify a copy of documents used to verify individual's identity

- (a) A member of:
 - i. the Institute of Chartered Accountants in Australia;
 - ii. the Australian Society of Certified Practising Accountants; or
 - iii. the National Institute of Accountants;
- (b) A legal practitioner (however described) of a Federal, State or Territory court;
- (c) A diplomatic or consular officer of an Australian Embassy, High Commission or Consulate, in Australia or overseas;
- (d) A Justice of the Peace of a State or Territory; or
- (e) A notary public.

Potential investors should read this PDS before making any investment decision.

Applicants should read the instructions in order to complete the Application Form. Applications will only be accepted on the Application Form attached to this PDS and only if RBS has reasonable grounds to believe that the Form was included in, or accompanied by, a copy of this PDS when the Form was distributed. Each Application must be for at least the minimum investment amount as set out in the Table Summary of PDS Part 1. RBS may decide at its absolute discretion, and reserves the right whether or not to accept an Application in whole or in part. RBS may reject an Application if:

- (a) RBS does not receive the Application Amount in cleared funds within five Business Days of accepting the Application Form; and/or
- (b) the Application Form has not satisfied the instructions as detailed in the "How to Apply" Section of this PDS.

Applicants – Steps to follow

Step	Action	Check
1.	<p>Complete the Application Form by following the instructions in the next part entitled "How to Complete the Application Form".</p> <p>Applicants make all the relevant declarations and sign the Application Form and the advisor completes, signs, stamps and encloses the form entitled "Know Your Client – Investor Application Signoff by your financial advisor" together with their Application.</p> <p>If RBS receives an incomplete or incorrect Application Form, RBS will inform the advisor who will then be responsible for providing the missing information to RBS. No incomplete or incorrect Applications will be processed by RBS.</p> <p>Applicants who invest directly with RBS need to ensure that they complete all the relevant declarations, sign the Application Form and ensure that the supporting documentation, detailed in the instructions of "How to complete the Application Form" on the following page, is complete and is sent in together with their Application.</p>	<input type="checkbox"/>
2.	<p>For a Cash Application or Conversion Application (required to pay a Conversion Payment), please indicate which payment method you are using by completing Section G in the Application Form.</p> <p>If you are paying by cheque, attach the cheque for the total amount payable to RBS Group (Australia) Pty Limited.</p>	<input type="checkbox"/>
3.	<p>Send the completed and signed Application Form plus all attachments to RBS Group (Australia) Pty Limited:</p> <p>Attn: Manager, Warrant Operations Self Funding Instalments GPO Box 4675 Sydney NSW 2001</p>	<input type="checkbox"/>
4.	<p>Complete the Application Form by following the instructions in the next part entitled "How to complete the Application Form".</p>	<input type="checkbox"/>

How to complete the Application Form

Please complete all relevant Sections of the Application Form.

These instructions are cross-referenced (see the letters below) to each Section of the Form.

Section	Heading	Instruction
A	Type of application	Tick the boxes that denote which type of Application you are making.
B	Personal details individual, joint	<p>Tick the boxes that denote what type of Applicant you are. For each type of Applicant, details of at least one natural person is required.</p> <p>Write the full name(s) you wish to appear on the Register.</p> <p>For each natural person named in this Application Form, include a copy of a Primary Photo Identification document such as your Passport certified by any person detailed in Section 4 “Persons authorised to certify a copy of documents used to verify individual’s identity”.</p> <p>For details of acceptable Primary Photo Identification documents please refer to Section 1.3 “Primary Photo Identification” of Part A, “How to apply”.</p> <p>Please note that in general, we request that you provide either your:</p> <ul style="list-style-type: none"> i) Tax File Number (TFN); ii) Australian Business Number (ABN) if a business account; or iii) exemption category. <p>Where applicable, please enter the TFN for each joint Applicant. Collection of TFNs and ABNs is authorised by taxation laws. Quotation of your TFN or ABN is not compulsory and will not affect your Application.</p> <p>Proof must be provided for an exemption when lodging this Application.</p>
C	Sole trader or partnership	Complete Section B and then details of the business or partnership in this Section.
D	Registered company	<p>Complete Section B and then this Section if you are applying as a registered company.</p> <p>Where you are, please use the nominated table to complete the company details and ensure that you provide the following supporting documentation:</p> <ul style="list-style-type: none"> • for each company officer who is the subject of this Application, include a copy of a Primary Photo Identification document such as a passport certified by any person detailed in Section 4 “Persons authorised to certify a copy of documents used to verify individual’s identity”; and • for each of the Ultimate Beneficial Owner(s) of the Company, you will need to provide a copy of a Primary Photo Identification document such as a passport certified by any person detailed in Section 4 “Persons authorised to certify a copy of documents used to verify individual’s identity”. <p>You will need to enclose these forms, as applicable, together with your Application Form when lodging your Application with RBS. Failure to provide the requested information may result in delaying the processing of your Application until such time that RBS receives the required information in the specified format.</p> <p>Enter your postal address for all correspondence. All communications to you from the Registrar (statements, distribution of cheques/advices, annual/interim reports, correspondence, etc) will be mailed to the postal address and marked attention to the primary contact as shown in the enclosed Application.</p>
E	Trustee applicants only	<p>Complete Section B and then this Section if you are applying as a Trustee of a Trust and Section D if you are a company who is also a Trustee for the purpose of this Application.</p> <p>Important information for an Applicant who is a Trustee and applies directly to RBS.</p> <p>If you are NOT a Self Managed Superannuation Fund, ensure that your Solicitor completes the “Solicitor’s declaration”. You will need to enclose this form together with your Application Form when lodging your Application.</p> <p>For each Trust and beneficiaries of the Trust, please provide a Primary Photo Identification document. For details of acceptable Primary Photo Identification documents please refer to Section 1.3 “Primary Photo Identification” in Part A, “How to apply”.</p>
F	Direct credit distribution details	Enter your account details, including your BSB number, if you wish to have dividend distributions directly credited to your nominated bank account.

Section	Heading	Instruction
G	Payment options	Select by ticking your chosen method of payment and complete the relevant Section, ensuring that you supply all the requested details and in the case of a Direct Debit, complete and sign the Direct Debit Request Form and enclose a copy of the driver's licence for each Applicant. It is also the responsibility of the investor to advise RBS in writing at least five Business Days prior to any payment date of any changes in the banking details relating the Direct Debit of their payment. This includes the necessary lodgment of any and all completed and signed documentation to RBS, to ensure that RBS can Direct Debit the payment from the bank account (that bank account being the subject of this information). The investor must take all actions necessary to facilitate the receipt of the payment by RBS. Failure by the investor to meet these conditions will result in the RBS Self Funding Instalment being terminated and the investor being liable for costs.
H	Investment election	Detailed instructions are provided in the Application Form for Cash, Shareholder and Conversion Applicants .
I	Declaration of purposes for which credit is approved	If you are a Shareholder or Conversion Applicant receiving a Conversion Cash Back, complete this Section.
J	Investor declarations	Read this Section carefully. Tick the box if you wish to opt out from receiving any information on RBS's other trading and investment products.
K	Signatures	Sign the Application Form.

Checklist to ensure that you have completed the relevant Sections in the Application Form if you are:

An Individual...	A Company...	An Individual as Trustee...	A Company as Trustee...
<input type="checkbox"/> A Type of applicant	<input type="checkbox"/> A Type of applicant	<input type="checkbox"/> A Type of applicant	<input type="checkbox"/> A Type of applicant
<input type="checkbox"/> B Personal details for individual, joint	<input type="checkbox"/> B Personal details for directors/ secretaries	<input type="checkbox"/> B Personal details for individual Trustee(s)	<input type="checkbox"/> B Personal details for directors/ secretaries of registered company Trustee
<input type="checkbox"/> C For sole trader and/or partnerships only	<input type="checkbox"/> D Registered company	<input type="checkbox"/> E Trustee applicant only	<input type="checkbox"/> D Registered company <input type="checkbox"/> E Trustee applicant only

All Cash Applicants must complete the following Sections:

- A** Type of application
- B** Personal details
- F** Direct Credit distribution details
- G** Payment options
- H** Investment election
- K** Signatures.

Note

If you are a Shareholder Applicant, you must also complete the following Section:

- I** Declaration of purposes for which credit is approved.

Important information

Under RBS guidelines, the date of birth for each natural person who is named in this Application must be provided. You should refer to "Correct forms of registrable name" if you are unsure how your Holding should be registered. Applications made in the individual name(s) of the person(s) who is (are) the legal guardian(s), Trustee(s), proprietor(s), partner(s) or office bearer(s) (as applicable) of those entities are acceptable. Applications in the name of a minor, an unincorporated or unregistered body such as a Trust or estate, business, firm or partnership, club, association or other cannot be accepted.

Correct forms of registrable name

Note that legal entities are allowed to hold Self Funding Instalments. Applications must be in the name(s) of natural persons, companies or other legal entities acceptable to RBS. At least one full name and the surname is required for each natural person. The name of the beneficiary or any other non-registrable name may be included by the way of an account designation if completed exactly as described in the examples below in the relevant Section of the Application Form.

Type of investor	Correct form	Examples of incorrect form
Trusts (Do not use the name of Trust, use Trustee(s) personal names)	John Smith <Smith Family A/C>	John Smith Family Trust
Deceased estates (Do not use the name of deceased, use executor(s) personal names)	Michael Smith <Est John Smith A/C>	Estate of the Late John Smith
Partnerships (Do not use the name of partnership, use partners' personal names)	John Smith and Michael Smith <John Smith & Son A/C>	John Smith & Son
Clubs/unincorporated bodies (Do not use name of club or body, use name of Trustee of club or body)	John Smith <ABC Tennis Association A/C>	ABC Tennis Association
Superannuation Funds (Do not use name of Fund, use name of Trustee of Fund)	John Smith Pty Ltd <Super Fund A/C>	John Smith Pty Ltd Superannuation Fund

Application Forms

Advisor and office use only

Know your client – Investor application signoff by your financial advisor

This form is to be completed by all financial advisors and returned to RBS together with the completed Application Form and any required attachments.

1. Insert subscription application number (if applicable).
2. I confirm the following:
 - (a) The Application Form is completed and signed;
 - (b) The investor declaration is completed and signed;
 - (c) For Trustee applicants (that is not a SMSF) and the solicitor declaration is completed and signed; and
 - (d) For Trustee applicants (that is not a SMSF) a certified copy of the dated and stamped Trust Deed, together with any amendments, or other document evidencing the terms of the Trust, is enclosed.
3. 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 RBS; and
 - (d) Details of identity document(s) sighted, such as the document number are noted below.

Applicant #1

Given name(s)	Surname
Type of document	Type of document
Document number	Document number
Expiry date	Expiry date

Applicant #2

Given name(s)	Surname
Type of document	Type of document
Document number	Document number
Expiry date	Expiry date

Signature	Date
Name	
Job title	Organisation

Applicants Application Form for applicants for Self Funding Instalments

Send the completed and signed Application Form plus all attachments to:

RBS Group (Australia) Pty Limited
Attn : Manager, Warrant Operations
 Self Funding Instalments
 GPO Box 4675
 Sydney NSW 2001

Broker's stamp

Advisor

Placement fee %

Please complete all pages of this Application Form in black ink, using BLOCK LETTERS. Refer to the previous pages for instructions on how to complete this Application Form.

A. Type of application – Please tick which method(s) of application you are using

Cash Applicant Shareholder Applicant Conversion Applicant

B. Personal details (for individuals, partners, directors, secretaries, Trustees)

Applicant details – Please tick which type of Applicant you are and complete the designated Section(s)

Individual, joint (Section B) Sole trader or partnership (Section C) Registered company director (Section D) Trustee (SMSF) director or individual (Section E)

You must ensure your Application Form has the required identification documentation attached otherwise we will be unable to process your application. Refer to Part A of PDS Part 1 for further information.

For Applicants using a financial advisor, original primary photo identification documents can be provided directly to your financial advisor. Refer to Part A, "How to apply" for details of suitable identification documents.

If more than two beneficiaries/partners, please attach an Annexure detailing all other parties to the account and setting out the information contained below for each individual.

You must provide a street address. Post Office (PO) Box addresses may also be provided in addition to your street address. If provided, all correspondence will be sent to your PO Box address.

Personal details (1)

Mr/Mrs/Miss/Ms/Dr/other	Full first name(s)		
Surname	Date of birth (dd/mm/yy) / /		
Tax File Number (or exemption)			
Telephone	Work	Mobile	Email
Street address			Suburb
State	Postcode	Country	
Postal address (if different from above)			
Street address			Suburb
State	Postcode	Australia	
Occupation /business activity			

Applicant details – Please tick which type of Applicant you are and complete the designated Section(s)

- Individual (2), joint (Section B)
 Partnership (2) (Section C)
 Registered company director (2) (Section D)
 Trustee director or individual (2) (Section E)

Personal details (2)

Mr/Mrs/Miss/Ms/Dr/other	Full first name(s)		
Surname	Date of birth (dd/mm/yy)	/	/
Tax File Number (or exemption)			
Telephone	Work	Mobile	Email
Street address			Suburb
State	Postcode	Country	
Postal address (if different from above)			
Street address			Suburb
State	Postcode	Country	
Occupation /business activity			

C. For sole traders and partnerships

Full name of business/partnership:			
Full street address of principal place of business			
Suburb			State
Postcode			Country
ABN	Applicable registration number		
Principal nature of business of the partnership (Legal practice, accounting practice, financial services etc)			

D. Registered company

Your registered company address is required. Correspondence can only be sent to a different postal address or PO Box address if the registered company address is on file.

If applying directly, ensure that you enclose the required supporting documentation as detailed in the Section entitled "How to Complete the Application Form".

For Applicants using a financial advisor, original primary photo identification documents can be provided directly to your financial advisor. Refer to Part A, "How to apply" for details of suitable identification documents.

If the company has more than two directors please attach an Annexure detailing the names and details of all directors of the company as set out below.

Please attach an Annexure listing all ultimate beneficial owners of the company.

Full name of company			
Company ACN/ABN/ARBN			
Registered company address			
Street address			
Suburb			State
Country			Postcode
Company postal address			
Suburb			State
Country			Postcode

Nature of primary business of company [eg, textile manufacturing, financial services, dry cleaning etc]

Primary contact details*

Name of primary contact

Daytime phone number

After hours phone number

Mobile phone number

Fax number

Email address

* Insert Primary Contact Person name and include area code and where applicable international country code where outside of Australia. Only complete where Primary Contact details are different to details of directors.

E. Trustee Applicant only – includes Trustees of Self-Managed Superannuation Funds (SMSFs)

Important Instructions to Trustee Applicants (excluding SMSFs)

Please attach to this Application:

- (a) a certified copy of the dated and stamped Trust Deed, together with any other amendments to the Trust Deed or documents evidencing the terms of the Trust; and
- (b) a completed Solicitor's Declaration in the form attached at the back of this Application Form; and
 - i. for each Trustee and beneficiary of the Trust, please provide a Primary Photo Identification Document; and
 - ii. for Applicants using a financial advisor, original primary photo identification documents can be provided directly to your financial advisor. Refer to Part A, "How to apply" for details of suitable identification documents.

Name of Superannuation Fund or Trust (use BLOCK LETTERS)

ABN/TFN or exemption

Name of Registered company/Trustee or Individual(s) Trustee

Street address

Suburb

State

Country

Postcode

Postal address (if different from above)

Suburb

State

Country

Postcode

If more than two Trustees, please attach an Annexure detailing all other parties to the account.

If the beneficiary(ies) is/are different from the Trustee(s), please include an Annexure listing all beneficiaries.

Nature of Primary Business of Registered Company Trustee (e.g. Investments, Holding Company)

For registered company Trustees, Section D must also be completed. Trust street address is required.

Correspondence may be sent to the different Trusts' postal address or PO Box address if provided.

F. Direct Credit distribution details

Complete this if you wish to receive your distributions directly into your nominated bank account.

Only Australian financial institutions are valid.

Account name

Bank name

Branch address

State

BSB

Account number

G. Payment options

Tick the single method of payment and complete the relevant option.

1. Direct Credit – Tick if paying by Direct Credit. Please reference payments with your name or your company name

Account name RBS Group (Australia) Pty Limited

Bank name National Australia Bank

BSB 082 057

Account number 4636 24741

Subscription number

Amount \$

2. BPay – Tick if paying by BPay. Please reference payments with Reference Number shown below.

BPay Biller Code 89839

BPay Receipt Number¹ 999110

Amount \$

¹ Write the BPay Receipt Number and date paid by BPay in the nominated space, as it will assist us in identifying your payment.

3. Direct Debit – Tick if paying by Direct Debit. You will need to complete and sign a “Direct Debit Request” found at the back of this Application Form and enclose this together with a copy of a driver’s licence for each signatory with your Application Form.

Note: Bank account name(s) must match the name(s) given as applicant(s) on your Application Form.

Account name

Bank name

BSB

Account number

Total amount to debit \$

4. Cheque – Tick if paying by cheque.

Please make cheque payable to ‘**RBS Group (Australia) Pty Limited**’ crossed Not Transferable. Provide the cheque and your details as follows:

Payer details

Account name

Branch address

BSB

Cheque number

Amount: \$

H. Investment election

Investment election – Complete the relevant tables. Refer to the instructions below each relevant table if you require assistance.

I/We apply for the Self Funding Instalments indicated in the table below.

Cash Applicants

Instalment ASX Code	Application Amount per Series in dollars if dollar amount	Number of RBS Self Funding Instalments ¹	First Payment ²	Amount Payable ³	Subscription Number ⁴
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
Total amount				\$	

¹ Write the number of Self Funding Instalments you are applying for in each Series.

² If you or your stockbroker/advisor has contacted RBS to fix the First Payment per Self Funding Instalments, write that amount here.

³ If you or your stockbroker/advisor has contacted RBS to fix the First Payment per Self Funding Instalments, the Amount Payable for each Series is determined by multiplying the number of Self Funding Instalments (1) by the First Payment per Self Funding Instalments (2).

⁴ If you or your stockbroker/advisor has contacted RBS to fix the First Payment, write the subscription number quoted to you or your stockbroker/advisor by RBS at that time.

If you wish to have your allotment of Self Funding Instalments made into the CHESS environment, you must complete the Sponsored Holdings Broker details at the end of this Section.

Shareholder Applicants – Ensure that you attach a copy of your Holding Statements for your shares.

Instalment ASX Code	Number of RBS Self Funding Instalments ¹	Cash Back Amount per Self Funding Instalments ²	Total Cash Back Amount per Series ³	SRN of Existing Shares (if Issuer Sponsored) ⁴	Subscription number ⁵
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
Total Amount⁶			\$		

¹ Write the number of Self Funding Instalments you are applying for in each Series.

² If you or your stockbroker/advisor has contacted RBS to lock in the Cash Back Amount per RBS Self Funding Instalment and was provided with a corresponding Subscription Number, write that Cash Back Amount here.

³ The Total Cash Back Amount per Series is determined by multiplying the number of Self Funding Instalments (1) by the Cash Back Amount per Self Funding Instalments (2).

⁴ The Underlying Securities that you are applying with under this Shareholder Application Form will either have an SRN (Shareholder Reference Number) if they are on an issuer-sponsored sub-register or have a HIN (Holder Identification Number) if they are on a broker-sponsored sub-register. If your Underlying Securities have an SRN, please write the SRN in the relevant box.

⁵ Insert the discrete subscription number provided to you or your stockbroker/advisor by RBS.

⁶ Add up the Total Cashback Amount for each Series of Self Funding Instalments you are applying for and write it in the Total Amount box provided.

If you hold your Underlying Entities' Shares in a broker-sponsored Holding, you must complete the Broker Sponsored Holdings details overleaf.

Broker Sponsored Holders wishing to have their allotment of Self Funding Instalments made into the CHESS environment must complete the Broker Sponsored Holdings details overleaf. Holders who do not complete this Section or complete it incorrectly will become issuer sponsored.

Conversion Applicants

I/We apply for the Self Funding Instalments indicated in the table below by Self Funding over my/our Prior Series of RBS Instalments corresponding to the Self Funding Instalments for which I/we have applied as set out in the table below.

ASX Code	Number of RBS Self Funding Instalments ¹	Conversion Payment/ (Conversion Cash Back ²) for Self Funding Instalments	Total Conversion Payment/(Conversion Cash Back) per Series ³	ASX Code of RBS Prior Series Instalments being rolled over ⁴	Subscription numbers ⁵
Total Amount⁶ \$					

¹ Write the number of Self Funding Instalments you are applying for in each Series.

² If you or your stockbroker/advisor has contacted RBS to lock in either the Conversion Cash Back or the Conversion Payment per RBS Self Funding Instalment and was provided with a corresponding Subscription Number, write that Conversion Cash Back or Conversion Payment here. A Conversion Payment will be a positive amount and a Conversion Cash Back will be a negative amount.

³ The total Conversion Payment/Conversion Cash Back per Series is determined by multiplying the number of Self Funding Instalments (1) by the Conversion Cash Back or Conversion Payment per RBS Self Funding Instalment (2).

⁴ Record the ASX Code of the Prior Series Instalment Warrants here. Please note that you are authorising payment of the Instalment Payment on your RBS Prior Series Instalments in respect of one Prior Series Instalment Warrants for each new Self Funding Instalments for which you apply.

⁵ Insert the discrete subscription number provided to you or your advisor by RBS.

⁶ Add up the total Conversion Cash Backs or Conversion Payments for each Series of Self Funding Instalments you are applying for and write it in the Total Amount box provided.

Applications may be lodged at any time before 4:00pm on the Expiry Date of the relevant Prior Series Instalment Warrants. Please note that Holders of Prior Series Instalment Warrants can roll them over only on or before the last day for payment for the Prior Series Instalment Warrants. Write the Full Names(s) **exactly as it appears** on your current Holding statement in this Application Form.

If you hold your Prior Series Instalment Warrants in a broker-sponsored holding, you must complete the Broker Sponsored Holdings details below.

Write the Full Names(s) **exactly as it appears** on your current Holding Statement that you wish to appear on the Register.

Broker Sponsored Holders Only – For delivery of your Self Funding Instalments

Complete your CHESS Holding details

Name of Sponsoring Broker

Account Name

PID Number (if known)

HIN

I. Declaration of purposes for which credit is approved

(* Delete if not applicable)

I*/We declare that the credit to be provided to us/me* and any Cash Back Amount or Conversion Cash Back paid to me/us* by RBS Group (Australia) Pty Limited is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

IMPORTANT

You should **not** sign this declaration unless this Loan is wholly or predominantly for business or investment purposes.

By signing this declaration you may **lose** your protection under the Consumer Credit Code.

Signature of Applicant/Holder	Signature of Applicant/Holder
Print name	Print name
Date signed / /	Date signed / /

(Read the **Investor declarations** below and please sign the Application Form).

J. Investor declarations

I/We irrevocably appoint each director and secretary of RBS Group (Australia) Pty Limited ("RBS") or any employee whose title includes the words "director", "head" or "manager" severally as my/our attorney to: complete any blanks in the Application Form; do anything which I am/we are obliged to do under or in relation to the Trust Deed or any other agreement or arrangement between me/us and RBS relating to the Loan; and do anything incidental or necessary in relation to the above (including, but not limited to, completing any blanks in this Application Form and appointing any person as sub-attorney to do any of the above).

I/We represent and warrant that: I am/we are not bankrupt or insolvent (as the case may be) and am/are able to pay my/our debts as and when they become due and that no step has been taken to make to me/us bankrupt or commence winding up proceedings, appoint a controller or administrator, seize or take possession of any of my/our assets or make an arrangement, compromise or composition with any of my/our creditors. I/we further represent and warrant that I/ we have never been a director or officer of any company to which a liquidator, receiver, receiver and manager or similar person has been appointed. I/We acknowledge and confirm that RBS will rely on any representations and warranties given and any declarations made by me/us in making its decision to enter into any contract with me/us.

I/We am/are over 18 years of age.

I/We acknowledge that RBS has given me/us the opportunity to obtain independent professional advice in relation to my investment in Self Funding Instalments. I/We acknowledge that if I/we have not obtained such advice then I/we have read the entire PDS (comprising of PDS Part 1 and PDS Part 2), and understand my/our obligations and the risks of investing in the Self Funding Instalments, and consider that they are suitable for me/us.

I/We acknowledge that in providing this PDS, RBS does not provide any personal financial product advice or recommendations in relation to the Self Funding Instalments or any Underlying Security.

I/We whose full name(s) and address(es) appear above, hereby apply for the number of Self Funding Instalments as set out on this Application Form, to be issued in accordance with the terms of the PDS issued by RBS and the Trust Deed.

I/We have read and understood the PDS (comprising of PDS Part 1 and PDS Part 2) to which this Application Form is attached and agree to accept the RBS Self Funding Instalments on the conditions set out in the PDS (including the tape recording by RBS and its Agents, for record purposes, of any telephone conversation concerning the RBS Self Funding Instalments). I/We will take out a Loan from RBS for each RBS Self Funding Instalment Warrant to be issued to me/us.

I/We by signing this Application Form and RBS accepting my/our Application, acknowledge and confirm that I am/we are bound by the terms of the Trust Deed.

I/We acknowledge and consent that RBS collects my/our personal information in order to:

- provide and manage the financial products and services which I/we request from RBS;
- comply with relevant laws (including Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)); and
- keep me/us informed of new products and services.

In particular, RBS may/may not use the information to send out information on RBS's other trading and investment products, such as instalment warrants and RBS Asset Management's managed funds products. If I/we do not actively select not to receive any information on RBS's other trading and investment products, I/we are taken to have consented to receipt of such information. If at any time I/we are receiving information from RBS about RBS's products and do not wish to receive further correspondence, I/we will let RBS know. I/we also acknowledge that RBS may disclose information about me/us to third parties where it is necessary for business purposes in managing a financial product or service and/or where RBS has service partners involved in providing my/our financial products or services. On request, RBS will provide me/us with a copy of any personal information which RBS holds about me/us. RBS will inform me/us beforehand if there is any charge associated with providing this information to me/us. If I/we do not provide RBS with the personal information which RBS requests, RBS may not be able to provide a service, or RBS may be required by law to take particular actions such as deducting taxation at the top marginal rate. Further information about RBS's privacy practices can be found by requesting a copy of RBS's privacy policy.

I/We represent and warrant that all information set out in this Application Form, supporting documentation or otherwise provided to RBS is true and correct.

For valuable consideration and to facilitate the granting of the Loan and Security Interest, I/We irrevocably appoint the Trustee or its nominee as my/our nominee on the terms of this Application and the Trust Deed for any of my/our Underlying Securities to which this Application relates (My Securities); authorise and direct the Trustee to do all things (including completing any documents) necessary for it or its nominee to become the registered Holder of My Securities; and to do anything incidental or necessary to complete any of the above.

I/We direct the Trustee and RBS to do anything necessary to effect the Transfer to the Trustee of any of My Securities.

I/We represent and warrant that, as a Shareholder Applicant, I am/we are, the sole legal and beneficial* owner(s) of My Securities and My Securities are free from any encumbrances;

As a Shareholder Applicant, I/we instruct my sponsoring broker (or the relevant registrar of an issuer-sponsored sub-register) to deliver the quantity of Underlying Securities as indicated in Section H above to RBS Equities (Australia) Limited, PID 2703 as an "Off-Market" transaction.

As a Shareholder Applicant, I/we undertake to RBS that I/we will not deal in or transfer the Underlying Securities at any time after lodging our Application, apart from transferring to the Trustee. Failure to do so could result in damages being claimed against me/us.

As a Conversion Applicant, I/we direct the Issuer to apply from the Loan and amount sufficient to pay the Instalment Payment on an RBS Prior Series Instalments to which this Application relates.

As a Conversion Applicant, I/we instruct the Trustee (or the relevant Registrar of an issuer-sponsored sub-register) of my/our RBS Prior Series Instalments to transfer the quantity of Underlying Securities as indicated above (being one such share for each RBS Self Funding Instalment applied for) to the Trustee to be held on Separate Trust under the terms of the Trust Deed.

* Delete the words "and beneficial" if acting as Trustee. In this case, you in addition represent and warrant that you have all the power, authority and discretion vested as Trustee to apply in relation to the Underlying Securities which are the subject of the Trust.

K. Signatures

I/We have read the PDS and accept the terms contained herein.

Dated this _____ Day of _____, 20____

If the Holder(s) is/are individual(s)

Signature of Applicant/Holder

Signature of Applicant/Holder

Print name

Print name

Date signed

/ /

Date signed

/ /

If the Holder is not an individual (e.g. a Company or Trustee of a Superannuation Fund)

Company name/Trust name

Sole director/director of company/secretary or Trustee signature

Director/secretary or Trustee signature

Print name

Print name

To ensure that you have completed the Application Form correctly, please use the checklist found at the end of "How to complete the Application Form".

Please ensure that supporting documentation is provided with your Application. Applicants who invest using an advisor need to ensure that "Know your client – Investor application signoff by your financial advisor" has been completed. Applicants who invest directly with RBS need to provide supporting identification documentation.

Direct Debit Request

Please note, a copy of the driver's license for each signatory of this Direct Debit Request must be attached for this Direct Debit Request to be accepted.

Request and authority to debit the account named below to pay **RBS Group (Australia) Pty Limited**

Request and authority to debit

Full name or company name

ABN/ACN/ARBN

Account designation

("the Investor(s)")

request and authorise RBS Group (Australia) Pty Limited [Debit User Identification Number 181824] to arrange for any amount RBS Group (Australia) Pty Limited may debit or charge the investor to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name

Address

Insert details of account to be debited

Name of account

BSB number

Account number

Acknowledgment

By signing this Direct Debit Request the investor(s) acknowledges having read and understood the terms and conditions governing the debit arrangements between the investor and RBS Group (Australia) Pty Limited as set out in this Request and in the Investor's Direct Debit Request Service Agreement.

Insert the Investor's Signature and Address (signature details as per Applications Forms and as below)

Address

Date / /

If Applicant(s) are/is individual(s)

If Applicant is a company

Signature

Signature

Print name

Print name

Signature

Please affix Common Seal if required in accordance with the company's constitution

Print name

Please attach this Direct Debit Request to your RBS Application Form or Instalment Payment Notice along with a copy of the driver's licence for each signatory of the Direct Debit Request.

RBS Group (Australia) Pty Limited
Warrants Administration
RBS Tower, Level 23,
88 Phillip Street
Sydney NSW 2000

Telephone 1800 450 005
Website www.rbs.com.au/warrants

Direct Debit Request service agreement

Definitions

account means the account held at the investor's financial institution from which we are authorised to arrange for funds to be debited.

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

business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by the investor to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit request between us and the investor (and includes any Form PD-C approved for use in the transitional period).

Investor means the customer who signed the Direct Debit request.

Investor's financial institution is the financial institution where the investor holds the account that the investor has authorised us to arrange to debit.

transitional period means the period commencing on the industry implementation date for Direct Debit requests (31 March 2000) and concluding 12 calendar months from that date.

us or we means RBS Group (Australia) Pty Limited, the Debit User the investor has authorised by signing a Direct Debit request.

1. Debiting the investor's account

- 1.1 By signing a Direct Debit request, the investor has authorised us to arrange for funds to be debited from the investor's account. The investor should refer to the Direct Debit request and this agreement for the terms of the arrangement between us and the investor.
- 1.2 We will only arrange for funds to be debited from the investor's account as nominated in the RBS Application Form or for regular Direct Debits. If we have sent to the address nominated by the investor in the Direct Debit request, a statement or invoice which specifies the amount payable by the investor to us and when it is due.
- 1.3 If the debit day falls on a day that is not a Business Day, we may direct the investor's financial institution to debit the investor's account on the following Business Day.

If the investor is unsure about which day the investor's account has or will be debited, the investor should ask the investor's financial institution.

2. Changes by us

- 2.1 We may vary any details of this agreement or a Direct Debit request at any time by giving the investor at least fourteen (14) days' written notice.

3. Changes by the investor

- 3.1 Subject to 3.2 and 3.3, the investor may change the arrangements under a Direct Debit request by contacting us on 1800 450 005.
- 3.2 If the investor wishes to stop or defer a debit payment the investor must notify us in writing at least five (5) working days before the next debit day. This notice should be given to us in the first instance.
- 3.3 The investor may also cancel the investor's authority for us to debit the investor's account at any time by giving RBS Group (Australia) Pty Limited five (5) working days' notice in writing before the next debit day. This notice should be given to us in the first instance.

4. The investor's obligations

- 4.1 It is the investor's responsibility to ensure that there are sufficient clear funds available in the investor's account to allow a debit payment to be made in accordance with the Direct Debit request.
- 4.2 If there are insufficient clear funds in the investor's account to meet a debit payment:
 - a. the investor may be charged a fee and/or interest by the investor's financial institution;
 - b. the investor may also incur fees or charges imposed or incurred by us; and
 - c. the investor must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in the investor's account by an agreed time so that we can process the debit payment.
- 4.3 The investor should check the investor's account statement to verify that the amounts debited from the investor's account are correct.
- 4.4 If RBS Group (Australia) Pty Limited is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then the investor agrees to pay RBS Group (Australia) Pty Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If the investor believes that there has been an error in debiting the investor's account, the investor should notify us directly on 1800 450 005 and confirm that notice in writing with us as soon as possible so that we can resolve the investor's query more quickly.
- 5.2 If we conclude as a result of our investigations that the investor's account has been incorrectly debited we will respond to the investor's query by arranging for the investor's financial institution to adjust the investor's account (including interest and charges) accordingly. We will also notify the investor in writing of the amount by which the investor's account has been adjusted.
- 5.3 If we conclude as a result of our investigations that the investor's account has not been incorrectly debited, we will respond to the investor's query by providing the investor with reasons and any evidence for this finding.
- 5.4 Any queries the investor may have about an error made in debiting the investor's account should be directed to us in the first instance, so that we can attempt to resolve the matter between us and the investor. If we cannot resolve the matter, the investor can still refer it to the investor's financial institution which will obtain details from the investor of the disputed transaction and may lodge a claim on the investor's behalf.

You the investor should check:

- your financial institution whether direct debiting is available from the your account, as direct debiting is not available on all accounts offered by financial institutions;
- your account details, which you have provided to us, are correct by checking them against a recent account statement; and
- with your financial institution before completing the Direct Debit request if you have any queries about how to complete the Direct Debit request.

6. Confidentiality

- 6.1 We will keep any information (including the investor's account details) in the investor's Direct Debit request confidential. We will make reasonable efforts to keep any such information that we have about the investor secure and to ensure that any of our employees or Agents who have access to information about the investor do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 6.2 We will only disclose information that we have about the investor:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

7. Notice

- 7.1 If the investor wishes to notify us in writing about anything relating to this agreement, the investor should write to:

RBS Group (Australia) Pty Limited
Warrants Administration
GPO Box 4675
Sydney NSW 2001
- 7.2 We will notify the investor by sending a notice in the ordinary post to the address the investor have given us in the direct debit request.
- 7.3 Any notice will be deemed to have been received two business days after it is posted.

Solicitor's declaration

This form must be provided to RBS by you along with your Application Form if you are a Trustee applying for a Self Funding Instalment.

Dear Sir / Madam,

This Solicitor's declaration is provided to RBS (and each of its related bodies corporate) in connection with the Self Funding Instalment.

I am a solicitor holding a current unrestricted practising certificate. I have examined the documents constituting the Trust ("the Trust Documents") purporting to establish, and relating to, the Trust.

1. The Trust appears from the Trust Documents to have been validly constituted and is subsisting at the date of this opinion.
2. The Trust Documents comprise all of the documents constituting the Trust and there has been no other amending document.
3. The Trustee appears to have been properly appointed as Trustee and is the sole Trustee of the Trust.
4. The Trustee is empowered and authorised by the terms of the Trust Documents examined by me to enter into and bind the Trust to the transactions contemplated by the Trust Deed for the Self Funding Instalments dated 4 February 2009 and the PDS dated 5 February 2009.
5. The terms of the Trust Documents examined by me do not restrict the right of the Trustee to be fully indemnified out of the assets of the Trust to satisfy any liability to RBS (or any of its related bodies corporate) properly incurred by the Trustee as Trustee of the Trust arising out of the transactions contemplated by the Trust Deed for the Self Funding Instalment and the PDS dated 5 February 2009.
6. There is no conflict of interest or duty of the Trustee, and if the Trustee is a company, of any of its directors, which would preclude the Trustee entering into the transactions contemplated by the Trust Deed for the Self Funding Instalment dated 4 February 2009.

Name of Trust

Name of Trustee(s)

Solicitor's firm

Address of Solicitor's firm:

Suburb

State

Country

Postcode

Telephone

Facsimile

Email address

Signature of Solicitor

Name of Solicitor (printed)

Date signed

/ /

10. Instalment Payment Notice

Self Funding Instalments – Instalment Payment Notice

To: RBS Group (Australia) Pty Limited
 RBS Tower, Level 23
 88 Phillip Street
 Sydney NSW 2000

Dear Sirs

This is to notify you and any assignee appointed by you that, I/we, being the Holder/entitled to be registered as Holder of the number of Self Funding Instalments indicated below relating to the Underlying Entities' Shares and issued in accordance with the terms set out in the Trust Deed (the Trust Deed) and pursuant to the PDS issued by RBS Group (Australia) Pty Limited (the Warrant Issuer), give this Instalment Payment Notice in respect of those RBS Self Funding Instalment to:

ASX Code of RBS Self Funding Instalment Identifier:

Part A – Holders options

ASX Code	Quantity of Self Funding Instalments to complete	Instalment payment*	Total payment for completion (quantity x instalment payment)

*You must call RBS Warrants on 1800 450 005 to obtain the current Instalment Payment (plus any applicable Transfer Taxes or Expenses).

To find out if a rollover product is available, please contact your financial advisor.

Part B – Cheque details

Payee details

Bank or BSB No.

Cheque amount

Part C – Shareholder Details

Name¹

Address

Phone No

Mobile No

Email Address

CHESS Details for Self Funding Instalments:

PID²

HIN²

Shareholder Reference Number SRN:³

Date / /

¹ As it appears in the Register.

² Insert your PID and HIN if the Self Funding Instalments are held on the CHESS Sub-register.

³ Insert your SRN if the Self Funding Instalments are held on the Issuer Sponsored Subregister.

Please turn over for signatures

Part D – Self Funding Instalment Execution (This must be signed to execute the exercise notice)

Dated this _____ day of _____, 20

If Holder is an individual

If Holder is a company

Signature/s

Company name

Director/secretary

Director

< Please affix Common Seal if required in accordance with the company's constitution

This Form may only be used to give Instalment Payment notices for Self Funding Instalments and must be received by RBS within two business days of confirming the Instalment Payment amount.

Directory

Warrant Issuer

RBS Group (Australia) Pty Limited

RBS Tower
Level 5
88 Phillip Street
Sydney NSW 2000

Guarantor

The Royal Bank of Scotland N.V.

RBS Tower
Level 5
88 Phillip Street
Sydney NSW 2000

Contact details to obtain annual reports, and financial statements and paper copy of PDS

RBS Group (Australia) Pty Limited

RBS Tower
Level 29
88 Phillip Street
Sydney NSW 2000
Ph: 1800 450 005

Broker to the Issuer

RBS Equities (Australia) Limited

RBS Tower
Level 29
RBS Tower
88 Phillip Street
Sydney NSW 2000

Warrant Issuer's Auditor

KPMG

10 Shelley Street
Sydney NSW 2000

Guarantor's Auditor

Ernst & Young

Drentestraat 20
1083 HK Amsterdam
The Netherlands

Registrar

Link Market Services Limited

Level 12
300 Queen Street
Brisbane QLD 4000

Inspections of Register

Link Market Services Limited

Level 22
300 Queen Street
Brisbane QLD 4000

Complaints and enquiries

If a Holder has an enquiry or concern about their investment, they should contact the RBS Warrants Desk on 1800 450 005 or by writing to:

RBS Group (Australia) Pty Limited

Warrants Department
RBS Tower
Level 23
88 Phillip Street
Sydney NSW 2000

Or

GPO Box 4675
Sydney NSW 2001.

If you have a complaint and it is not addressed to your satisfaction by the Warrants Department, you can then direct your complaint to the Head of Compliance using the addresses above.

RBS Compliance will acknowledge receipt of your complaint in writing. Your complaint will be investigated in accordance with the RBS Group Complaints Policy (which can be read at www.rbs.com.au). You will be informed in writing of the result of the Compliance investigation into your complaint.

If you are not satisfied with RBS's response to your complaint, you can then contact the Financial Services Ombudsman Service ("FOS") at:

Financial Ombudsman Service Limited

PO Box 579
Collins Street West
Melbourne VIC 3001.

FOS is a free, independent External Dispute Resolution service.

Disclaimer: This brochure is for information purposes only and while the information contained within is believed to be reliable, no representation, warranty, or assurance of any kind, express or implied is made as to the accuracy or completeness of the information. RBS Group (Australia) Pty Limited (ABN 78 000 862 797, AFSL: 247013) ("RBS") accepts no obligation to any recipient to update or correct any information contained in this brochure. This brochure does not purport to be all inclusive or constitute an offer, recommendation or invitation to purchase securities and is not to be taken as a substitute for the recipient exercising their own judgement and seeking their own advice. In preparing this brochure, RBS has not taken into account the recipients individual objectives, financial situation or particular needs. Before the recipient makes an investment decision they should consider the appropriateness of any advice to their particular investment needs, objectives and financial circumstances. RBS, to the extent permitted by law, accepts no liability or responsibility whatsoever for any loss arising from any use of this brochure or its contents. This brochure is the proprietary information of RBS, and may not be reproduced, distributed or published for any purpose without the prior written consent of RBS.

The warrants mentioned in this report are issued by RBS. The broker to the issuer is RBS Equities (Australia) Limited (ABN 84 002 768 701, AFSL: 240530).

RBS Group (Australia) Pty Limited is not an Authorised Deposit-Taking Institution and these products do not form deposits or other liabilities of The Royal Bank of Scotland N.V. or The Royal Bank of Scotland plc. The Royal Bank of Scotland plc does not guarantee the obligations of RBS Group (Australia) Pty Limited.

© 2009 RBS Group (Australia) Pty Limited.

FSC logo
to go here



To find out more about Self Funding Instalments,
Log on to www.rbs.com.au/warrants or call 1800 450 005

