

Applicants residing/registered in Tasmania must complete this form in addition to the BT Margin Lending Application Form.

Tasmanian applicants need to register this Additional Power of Attorney for Tasmanian Applicants with the Land Titles Office situated at Level 1, 134 Macquarie St, Hobart prior to sending your completed forms to BT Margin Lending.

## 1. BORROWERS POWER OF ATTORNEY

1. Without limiting any power of attorney given by me under the BT Margin Loan Facility Deed (**deed**) as set out in the BT Margin Loan Application completed by me on or about the date of this power of attorney (**Loan Application Form**), I appoint BT Securities Limited ABN 84 000 720 114 (**BTS**) and each person who is at any time authorised by **BTS** or a related body corporate of **BTS** to exercise the powers contained in this power of attorney of **BTS** separately as my attorneys.
2. I agree to approve anything an attorney does under this power of attorney, until this power of attorney is revoked in accordance with its terms and each attorney becomes aware that it has been revoked.
3. I agree that this power of attorney cannot be revoked by me without the written consent of **BTS**.
4. I give the authorisations, consents and acknowledgments set out in the Loan Application Form.
5. I declare that the information given in the Loan Application Form is correct and that this power of attorney is given for valuable consideration.
6. I declare that the attorneys are authorised to do any act as a result of which a benefit may be conferred on an attorney.
7. An attorney may delegate to another person a power under this power of attorney and may appoint an attorney to act on their behalf, as a sub-attorney.
8. An attorney may, in my name:
  - (a) do everything needed (including completing any blanks) to execute and deliver the **deed** and other documents listed in the Schedule in the Signing Section to this power of attorney and any other documents connected with them; and
  - (b) stamp and register at my cost any of the documents listed in the Schedule in the Signing Section to this power of attorney and any other document connected with them.
9. Without limiting clause 8, an attorney may also in my name execute any document or do any act in connection with:
  - (a) any notification to a share registry, **securities** issuer or CHESSE of a change of registration details (including the registered name) of any of my **securities** to correspond with the details advised by me to **BTS** from time to time;
  - (b) any conversion request form, transfer form or other document, in relation to any securities for the purpose of converting or transferring those securities to or from my participant holding with BT (Queensland) Pty Limited ABN 49 009 818 875 (**BTQ**) or **BTS** and/or an agent of either of them;
  - (c) any document which relates in any way to my **securities** or **entitlements** that form part of the **loan portfolio** or that are otherwise related to the **deed** including:
    - (i) directions to a company or share registry as to the address for payment of **entitlements**; and
    - (ii) any application for the issue of share certificate or other documents evidencing title pursuant to section 1070D of the Corporation Act in respect of **securities**; and
  - (d) any direction to **BTQ** as nominee under the **deed**; or
  - (e) stamping and registering any documents; or
  - (f) any instructions to a sponsor of my participant sponsored holding.
10. I declare that:
  - (a) I am the legal owner of the **securities** and **entitlements** that form the part of the **loan portfolio** applicable to me and am entitled to authorise the attorney to act in accordance with this power of attorney; and
  - (b) anything done in exercising the powers given under this power of attorney will be as binding on me and anyone else as if I had done the acts myself; and
  - (c) any person who deals with the attorneys in good faith may accept as true, a statement the attorney signs which says:
    - (i) an act of the attorney is a proper exercise of the powers under this power of attorney; or
    - (ii) this power of attorney has not been revoked.
11. I agree to indemnify the attorneys against, and I must therefore pay the attorneys on demand for any loss or costs they suffer or incur in exercising powers under this power of attorney.
12. The meaning of the words printed **like this** and some other important words are explained in the section Meaning of Words and Interpretation in the **deed** or in this power of attorney.
13. I, me, mine and similar terms are references to each person or company identified as a borrower (or guarantor, as the case may be) in the Loan Application Form and executes this power of attorney separately.

*Continued overleaf* ▶▶

## 2 BORROWERS SIGNING SECTION

### SCHEDULE

1. A BT Margin Loan Facility Deed between me (possibly together with other borrowers and third party security providers), BTS and BTQ;
2. One or more CHESS Sponsorship Agreements substantially in the form set out in the facility relating to securities and entitlements I hold either alone or together with another person.

By signing below, you acknowledge, declare and confirm that:

- You have read and understood, and that you accept, the terms of the BT Margin Loan Facility Deed (**deed**) as set out in the BT Margin Loan Application, including the CHESS explanation on page 2, the Risk disclosure statement on page 3, and the Privacy disclosure and consent on page 5; and
- You grant this Power of Attorney and further confirm that if you are a company borrower, the directors have executed this Power of Attorney in accordance with the company's constitution; and
- All the information you have provided on the Loan Application Form is true and correct; and
- Any loan provided to you, as an individual, pursuant to this application will be applied wholly or predominantly for business or investment purposes.

For Company or Company Trustee Borrowers, either two Directors, or one Director and the Secretary or the Sole Director and Secretary must sign. Please indicate your company capacity by marking the appropriate box below your signature. Company or Company Trustee borrowers do not need to have their signatures witnessed in this Section.

Signatory's full name *(please print)*

Signature of **Borrower**

Date (dd/mm/yy)

Director  Sole Director/Secretary

Witness' full name *(please print)*

Signature of **Witness** *(Witness must be an independent party to this application)*

Additional Borrower's full name *(please print)*

Signature of **Additional Borrower**

Date (dd/mm/yy)

Company Secretary  Sole Director/Secretary

Witness' full name *(please print)*

Signature of **Witness** *(Witness must be an independent party to this application)*