

IMPORTANT INFORMATION

Variation of Terms and Conditions for the IFX Agreement

As a result of changes to the Sponsorship Provisions and General Provisions dated 1 July 2015, the terms and conditions that apply to the IFX Agreement are being varied.

This booklet contains details of the terms and conditions that are varied.

Effective Date 14 July 2015

Lender Leveraged Equities Limited (either in its own capacity or as trustee of any trust)
(ABN 26 051 629 282, AFSL 360118)

Sponsor Pirie Street Custodian Limited (ABN 64 004 742 581, AFSL 240521)

Nominee Pirie Street Custodian Limited; or
Pirie Street Nominees Pty Ltd
(ABN 69 077 851 622)

Leveraged Equities Limited is the author of this brochure.

No.	Clause/Reference	Substance of Change
1.	Date of IFX Agreement	Amend date to 1 July 2015
2.	Contents – AML	Change Clause Heading 57 “AML Rules” to 57 “AML/CTF Rules”
3.	Definitions and Interpretations	Amend term “AML” to “AML/CTF Rules” Amend meaning to “The rules made under section 229 of the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth), and as amended from time to time.”
4.	Definitions and Interpretations	Add Term “Approved Market Operator”, Meaning “Has the meaning given in the ASX Settlement Operating Rules”
5.	Definitions and Interpretations	Add Term “AQUA Product”, Meaning “An Approved Financial Product that is admitted under the ASX Operating Rules, and is a Managed Fund Product (as defined in the ASX Operating rules) which is issued by or provided pursuant to a ‘simple managed investment scheme’”
6.	Definitions and Interpretations	Add Term “ASX Operating Rules”, Meaning “The operating rules of ASX Limited as in force from time to time”
7.	Definitions and Interpretations	Meaning of “IFX Product Guide” amend date to 1 July 2015 or later
8.	Definitions and Interpretations	Meaning of “National Guarantee Fund”, amend to “A compensation fund administered by the Securities Exchange Guarantee Corporation Limited (ABN 19 008 626 793).”
9.	Definitions and Interpretations	Meaning of “Nominee”, insert AFSL 240521 for Pirie Street Custodian Ltd (ABN 64 004 742 581)
10.	Definitions and Interpretations	Meaning of “Product Disclosure Statement or PDS” amend date to 1 July 2015
11.	Part 4 – Sponsorship Provisions, Clause 26.1 (a)	Replace reference to “ASX” with “Approved Market Operator”
12.	Part 4 – Sponsorship Provisions, Clause 26.1 (f) (ii)	Replace reference to “ASX” with “Approved Market Operator”
13.	Part 4 – Sponsorship Provisions, Clause 28.2	Replace Clause 28.2 from “If the Sponsor breaches the Sponsorship Agreement, the Security Owner is not entitled to make a claim on the National Guarantee Fund for compensation.” to “If the Sponsor breaches the Sponsorship Agreement, the Security Owner is not entitled to make a claim under the statutory compensation arrangements specified in the Corporations Act and Corporations Regulations.”
14.	Part 4 – Sponsorship Provisions, Clause 30	After Clause 30.12, insert additional clause as follows: 30.13 If the Security Owner wishes to transfer their Sponsored Portfolio (which comprise AQUA Products) to another Controlling Participant, the notice of change will only be accepted if the New Controlling Participant is accredited in accordance with the settlement of AQUA Products.
15.	Part 6 – General Provisions, Clause 57 AML Rules	Amend heading “AML Rules” to AML/CTF Rules
16.	Part 6 – General Provisions, Clause 57.1 (a), (b), (c)	Amend reference to “AML” to “AML/CTF”
17.	Part 6 – General Provisions, Clause 57.2	Amend reference to “AML” to “AML/CTF”

No.	Clause/Reference	Substance of Change
18.	Part 6 – General Provisions, Clause 58 Undertakings	<p>Replace Clause 58.1 (e) from</p> <p>“if it is an individual, or individual entering into the Agreement as trustee of a trust, it will use all money advanced to it under the Agreement wholly or predominantly for business or investment purposes;” to</p> <p>“if it is an individual, or individual entering into the Agreement as trustee of a trust, it will use all money advanced to it under the Agreement wholly or partly to acquire one or more financial products or a beneficial interest in one or more financial products;”</p>

How to contact the Lender

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