

1. Important information

If you wish to apply to increase your maximum Facility Limit on an existing margin lending Facility, please complete this form.

Before returning this request, please ensure:

- you have completed the relevant sections of this form
- you have provided any supporting information (refer to 'What to include' below)
- all borrower(s)/director(s)/trustee(s) have signed section 5

What to include

All applicants

- Evidence of share holdings
 - Recent holding statements*; and/or
 - Copy of existing margin loan statement*.
- Evidence of cash holdings
 - Bank statement(s)* for accounts where cash is held no more than 60 days old; and/or
 - ASB bank account details for where cash is held have been provided.
- All borrowers/guarantors proof of income (originals of this evidence must be sighted by ASB)
 - Current letter on company letterhead from applicant(s) employer, setting out the nature composition of earnings and length of employment; or
 - 2 recent payslips, no more than 60 days old, showing the employer and employees names, as well as the base salary; or
 - The latest IRD 12D (payee deduction certificate); or
 - ASB bank account details into which income is credited have been provided.

Additional details for:

Supplementary evidence for self employed applicants

- 2 years company or sole trader full financials
 - Financial Performance/Balance Sheet for preceding 2 years; or
 - If 2 years company or sole trader full financials cannot be provided, most recent financial statements. Recent year financials should not be more than 18 months old.

Supplementary evidence for company applicants and company Trustees

- 2 years company full financials
 - Financial Performance/Balance Sheet for preceding 2 years; or
 - If 2 years company full financials cannot be provided, most recent financial statements. Recent year financials should not be more than 18 months old.

Supplementary evidence for Trust applicants

- 2 years Trust full financials
 - Financial Performance/Balance Sheet for preceding 2 years; or
 - If 2 years Trust full financials cannot be provided, most recent financial statements. Recent year financials should not be more than 18 months old.

Rental income evidence (if applicable)

- 12 months proof of income (originals of this evidence must be sighted by ASB)
 - 2 recent bank statements* no more than 60 days old; or
 - ASB bank account details into which income is credited have been provided; or
 - Rental agreement; or
 - Confirmed IRD personal tax returns.

Boarder income evidence (if applicable)

- Proof of income (originals of this evidence must be sighted by ASB)
 - 2 recent bank statements* no more than 60 days old; or
 - ASB bank account details into which income is credited have been provided; or
 - A signed formal agreement between the borrower and the boarder stating the amount of board being paid or that will be paid.

*Statements must show the name of the account holder and account number. Bank statements obtained from the internet are not an acceptable alternative as their authenticity is difficult to be verified.

2. Account details

Account name

ASB Securities client number

Telephone

Email

ASB Cash Management Account number

3. Loan details

I wish to apply for an increase to my maximum Facility Limit on the above Margin Lending Facility. The maximum Facility Limit I would like to apply for is

\$

I am aware that all Facility Limits are subject to ASB credit approval, if approved, the above limit will only be provided if the value of the security in conjunction with ASB's lending ratios support it.

The purpose of the increase to my Facility Limit is

Continued on next page

4. Financial position

Do not include any values relating to your existing margin lending Facility, including the Facility Limit increase that you are applying for (including security/income). Please enter the amount of zero dollars (0) or not applicable (N/A) where any fields are not relevant.

Income (monthly)	Borrower 1	Borrower 2
Salary (gross)	\$	\$
Rental (gross)	\$	\$
Investment (gross)	\$	\$
Other income (must be detailed below in order to be considered):		
1.	\$	\$
2.	\$	\$
3.	\$	\$
Total	\$	\$

Commitments (monthly) Apportion joint commitments evenly	Borrower 1	Borrower 2
Mortgage payments (residence)	\$	\$
Rent	\$	\$
Mortgage payments (investment)	\$	\$
Personal loan/Overdraft facilities	\$	\$
Credit cards	\$	\$
Other commitments (please provide details below):		
1.	\$	\$
2.	\$	\$
3.	\$	\$
Total	\$	\$

Assets Apportion joint assets evenly	Borrower 1	Borrower 2
Property (residence)	\$	\$
Property (investment)	\$	\$
Cash	\$	\$
Liquid investments (e.g. shares, funds)	\$	\$
Other assets (must be detailed below in order to be considered):		
1.	\$	\$
2.	\$	\$
3.	\$	\$
Total	\$	\$

Liabilities Apportion joint liabilities evenly	Borrower 1	Borrower 2
Mortgage limit (residence)	\$	\$
Mortgage balance (residence)	\$	\$
Mortgage limit (investment)	\$	\$
Mortgage balance (investment)	\$	\$
Personal loan/Overdraft limit	\$	\$
Credit cards (total limits)	\$	\$
Other liabilities (please provide details below):		
1.	\$	\$
2.	\$	\$
3.	\$	\$
Total	\$	\$

This form supplements the Margin Lending Application Form and ASB Margin Lending Terms and Conditions ("Terms and Conditions") previously accepted by you and available at www.asb.co.nz/asb-securities. Please read this form in conjunction with the Terms and Conditions. Unless the context otherwise requires, all capitalised terms used in this form have the meanings given to them in the Terms and Conditions.

5. Acknowledgements and signatures

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

1. I/We understand that if ASB approves and accepts this application for a Facility Limit increase, then I/we will automatically continue to be bound by the Terms and Conditions in relation to that Facility.
2. I/We understand that if ASB approves and accepts this application for an increase to my/our Facility, no drawings will be allowed, and ASB may avoid the contract, if our security requirements under the Terms and Conditions are not satisfied.
3. I/We understand that ASB may in its absolute discretion lower my/our Facility Limit from time to time, and in certain circumstances may do so without giving notice, in accordance with the Terms and Conditions.
4. I/We understand that the risks in the Risk Disclosure Statement previously signed by me/us continue to apply in relation to the Facility and that an increase in my/our Facility Limit may increase those risks.
5. I/We have read, understand and accept ASB's Personal Banking or Business, Rural and Corporate terms and conditions (as applicable) which govern the operation of my/our Cash Management Account with ASB.
6. All information which I/we have given in this application is true and correct and not misleading in any way.
7. I/We have not relied on any tax advice from ASB and have been advised by ASB to seek my/our own independent legal and financial advice in relation to my/our obligations under the Facility.
8. ASB may pay a commission to any broker or financial planner or other financial intermediary who introduces me/us to ASB and pay their fees and costs relating to administration of the Facility.

Each Borrower in signing below confirms the acknowledgements as set out above.

**Sign here if you are an individual/joint borrower or a Trustee of a Trust Borrower
(your signatures should be witnessed by someone who is not a party to the Facility):**

Name of Borrower

Signature of individual 1/Trustee 1

Signature of individual 2/Trustee 2

Name of individual 1/Trustee 1

Name of individual 2/Trustee 2

In the presence of (Signature of Witness)

In the presence of (Signature of Witness)

Witness address

Witness address

Witness occupation

Witness occupation

Date

Date

Sign here if you are a Company Borrower or a Corporate Trustee of a Trust Borrower:

Company's name

Being signed by those person(s) who are authorised under its constitution to sign for the company:

Signature of Director 1

Signature of Director 2

Name of Director 1

Name of Director 2

Date

Date

If the Company has one Director only, that Director's signature must be witnessed below:

In the presence of (Signature of Witness)

Witness address

Witness occupation

Date

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NOTE: This Deed of Guarantee and Indemnity is required from all Directors of Company Borrowers and Corporate Trustees of Trust Borrowers. ASB recommends that each Guarantor obtains independent legal advice before signing this deed of guarantee and indemnity.

If ASB approves and accepts the Borrower's application for a Facility, each director (in the case of a company Borrower), and each trustee (in the case of a trust Borrower) (each a "Guarantor"):

- Unconditionally and irrevocably, guarantees to ASB:
 - the due payment to ASB of all indebtedness of the Borrower to ASB or incurred by ASB on behalf of the Borrower arising under or in relation to the Facility ("Guaranteed Indebtedness"); and
 - the due and prompt performance of and compliance by the Borrower with all obligations on the part of the Borrower to be performed or complied with under or in connection with the Facility.
- As a separate and continuing undertaking, unconditionally and irrevocably indemnifies ASB against all losses and expenses which ASB may suffer or incur by reason of:
 - the Guaranteed Indebtedness (or any part of it) being unrecoverable or any liability of the Borrower to pay the Guaranteed Indebtedness being unenforceable; or
 - the Borrower's default in payment of the Guaranteed Indebtedness or the performance of any obligation under or in connection with the Facility.
- Agrees that as between the Guarantor and ASB (but without affecting the obligations of the Borrower):
 - the Guarantor is liable under this Guarantee as a sole and principal debtor and not as a surety;
 - ASB may make demand on the Guarantor under this Guarantee whether or not demand has been made on the Borrower.
- Agrees that the Guarantor is not to be discharged, nor are its obligations to be affected, by anything which, but for this clause or the terms of this Guarantee, would or might have discharged the Guarantor or rendered the Guarantor's obligations to ASB as being unenforceable.
- Agrees that the Guarantor's obligations under this Guarantee:
 - are by way of continuing security, notwithstanding immediate payments, settlement of accounts or payments or any other matter or thing whatsoever; and
 - are in addition to, are not to be merged in and are without prejudice to, any security interest, guarantee, indemnity or other agreement, whenever in existence, in favour of any person, whether from a Guarantor or otherwise.
- Agrees that if any payment made to ASB by the Borrower pursuant to the Facility or by the Guarantor pursuant to this Guarantee is subsequently avoided by operation of law, the Guarantor will remain liable for the amount of that payment.
- Represents and warrants to ASB that the Guarantor:
 - has, prior to the execution of this Guarantee and Indemnity, read and understood all the terms and conditions of this Guarantee and Indemnity and the Facility;
 - has relied on its own investigations and enquiries as to the nature and extent of the Facility;
 - has been advised by ASB to obtain independent legal advice before signing this Guarantee and Indemnity;
 - has understood that this Guarantee and Indemnity makes the Guarantor liable for all present and future amounts owing to ASB by the Borrower under the Facility; and
 - ASB has no duty to keep the Guarantor informed of the financial condition of the Borrower, and the Guarantor has sole responsibility for remaining informed as to all matters relevant to this Guarantee and Indemnity.
- Agrees that where more than one person constitutes the Guarantor then they are jointly and severally bound by this Guarantee and Indemnity and a reference to the "Guarantor" includes each Guarantor and the personal representatives of each Guarantor.

Acceptance by each Guarantor of the terms and conditions of this Deed of Guarantee and Indemnity:

Executed as a Deed:

Signature of Director 1 in his/her capacity as Guarantor

Name of Guarantor 1

Date

In the presence of (Signature of Witness)

Witness Address

Witness Occupation

Date

Signature of Director 2 in his/her capacity as Guarantor

Name of Guarantor 2

Date

In the presence of (Signature of Witness)

Witness Address

Witness Occupation

Date