# INFORMATION MEMORANDUM

KINGFISHER

Perpetual Corporate Trust Limited
(ABN 99 000 341 533) as trustee of the
**KINGFISHER TRUST 2019-1**

Definitions of defined terms used in this Information Memorandum are contained in the Glossary.

| | Aggregate Initial Invested Amount | Initial Interest Rate | Expected Rating (Moody's / Fitch) |
|---|---|---|---|
| **Class A1 Notes** | **AUD** 1,380,000,000 | **Bank Bill Rate (1 month) +** 0.93% | **Aaa(sf) / AAAsf** |
| **Class A2 Notes** | **AUD** 45,000,000 | **Bank Bill Rate (1 month) +** 1.60% | **Aaa(sf) / AAAsf** |
| **Class B Notes** | **AUD** 42,000,000 | **Bank Bill Rate (1 month) +** 1.90% | **Aa2(sf) / Unrated** |
| **Class C Notes** | **AUD** 12,000,000 | **Bank Bill Rate (1 month) +** 2.40% | **A2(sf) / Unrated** |
| **Class D Notes** | **AUD** 9,000,000 | **Bank Bill Rate (1 month) +** 3.20% | **Baa2(sf) / Unrated** |
| **Class E Notes** | **AUD** 7,500,000 | **Bank Bill Rate (1 month) +** 4.40% | **Ba2(sf) / Unrated** |
| **Class F Notes** | **AUD** 4,500,000 | **Bank Bill Rate (1 month) +** 5.80% | **Unrated / Unrated** |

**Arranger, Lead Manager and Dealer**

Australia and New Zealand Banking Group Limited
(ABN 11 005 357 522)

ANZ

This Information Memorandum is dated 18 June 2019.

**Defined terms**

Unless defined elsewhere in this document, all terms used in this document are defined in the Glossary in Section 13 of this document.

**Purpose**

This information memorandum ("**Information Memorandum**") has been prepared solely in connection with the Kingfisher Trust 2019-1. This Information Memorandum relates solely to a proposed issue of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (the "**Offered Notes**") by Perpetual Corporate Trust Limited in its capacity as trustee of the Kingfisher Trust 2019-1 (the "**Issuer**"). This Information Memorandum does not relate to, and is not relevant for, any other purpose than to assist the recipient to decide whether to proceed with a further investigation of the Offered Notes. This Information Memorandum also contains information relating to the Redraw Notes (which may be issued by the Issuer in certain circumstances after the Closing Date). The Redraw Notes are not Offered Notes for the purposes of this Information Memorandum. No invitation for subscriptions for the Redraw Notes is being made by this Information Memorandum.

This Information Memorandum is not intended to provide the sole basis of any credit or other evaluation and it does not constitute a recommendation, offer or invitation to purchase the Offered Notes by any person. It should not be relied upon by intending purchasers of the Offered Notes.

Potential investors in the Offered Notes should read this Information Memorandum and the Transaction Documents and, if required, seek advice from appropriately authorised and qualified advisers prior to making a decision whether or not to invest in the Offered Notes.

This Information Memorandum contains only a summary of the terms and conditions of the Transaction Documents and the Trust. If there is any inconsistency between this Information Memorandum and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information. With the approval of the Manager, a copy of the Transaction Documents for the Trust may be inspected by potential investors or Noteholders in respect of the Trust at the office of the Manager on a confidential basis, by prior arrangement during normal business hours.

**Notes are not guaranteed and are not deposits**

The Offered Notes will be the obligations solely of Perpetual Corporate Trust Limited in its capacity as trustee of the Trust and do not represent obligations of or interests in, and are not guaranteed by, Perpetual Corporate Trust Limited in its personal capacity or as trustee of any other trust or any affiliate of Perpetual Corporate Trust Limited.

The Offered Notes do not represent deposits with, or any other liability of, Australia and New Zealand Banking Group Limited ("**ANZBGL**") (in any capacity, including without limitation in its capacity as the Arranger, Lead Manager, Dealer, Derivative Counterparty, Liquidity Facility Provider, Custodian or Servicer), or any of their respective Related Entities. Neither ANZBGL, ANZ Capel Court Limited (the "**Manager**"), ANZ Lenders Mortgage Insurance Pty Limited or any of their respective Related Entities guarantees or is otherwise responsible for the payment of interest or the repayment of principal due on the Offered Notes, the performance of the Offered Notes or the Trust Assets or any particular rate of capital or income return on the Offered Notes.

The holding of Offered Notes is subject to investment risk, including possible delays in repayment and loss of income and principal invested. Investors should carefully consider the risk factors set out in Section 3 ("Risk Factors").

**Limited recourse**

The Offered Notes issued by the Issuer are limited recourse instruments and are issued only in respect of the Trust.

All claims against the Issuer in relation to the Offered Notes may, except in limited circumstances, be satisfied only out of the Trust Assets secured under the General Security Deed and the Security Trust Deed, and are limited in recourse to distributions with respect to such Trust Assets from time to time.

Except to the extent expressly prescribed by the Transaction Documents in respect of the Trust, the Trust Assets are not available in any circumstances to meet any obligations of the Issuer in respect of any other trust and if, upon enforcement of the General Security Deed, sufficient funds are not realised to discharge in full the obligations of Issuer in respect of the Trust, no further claims may be made against the Issuer in respect of such obligations and no claims may be made against any of its assets including in respect of any other trust.

**Responsibility for information contained in this Information Memorandum**

The Issuer only accepts responsibility for the information relating to it contained in the first three paragraphs of Section 9.1 ("Issuer"). To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Security Trustee only accepts responsibility for the information relating to it contained in Section 9.2 ("Security Trustee"). To the best of the knowledge and belief of the Security Trustee (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

ANZBGL accepts responsibility for the information relating to it contained in Section 8 ("Origination and Servicing of the Receivables") and Section 9.3 ("Australia and New Zealand Banking Group Limited (ANZBGL) – Seller, Servicer, Custodian, Derivative Counterparty and Liquidity Facility Provider").

To the best of the knowledge and belief of ANZBGL (which has taken all reasonable care to ensure that such is the case), the information referred to in those Sections is in accordance with the facts and does not omit anything likely to affect the import of such information. ANZBGL also accepts responsibility for the data relating to the pool of Receivables to be acquired by the Issuer on the Closing Date ("**Receivables Pool**") in Section 14 ("Pool Summary"). Subject to the qualifications outlined in Section 4.5 ("Pool Receivables Data"), to the best of the knowledge and belief of ANZBGL (which has taken all reasonable care to ensure that such is the case) the data relating to the Receivables Pool in Section 14 ("Pool Summary") was accurate as at the date stated in that Section. ANZBGL does not accept responsibility for any other information contained in this Information Memorandum.

The Mortgage Insurer only accepts responsibility for the information relating to it contained in Section 9.5 ("Mortgage Insurer"). To the best of the knowledge and belief of the Mortgage Insurer (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Manager accepts responsibility for the information contained in this Information Memorandum other than the information referred to in the preceding 5 paragraphs. To the best of the knowledge and belief of the Manager, such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Except as stated above, none of the Issuer, the Manager, the Security Trustee, the Seller, the Servicer, the Custodian, the Derivative Counterparty, the Liquidity Facility Provider, the Mortgage Insurer, the Arranger, the Lead Manager, and the Dealer have authorised or caused the issue of this Information Memorandum (and expressly disclaim any responsibility for any information contained in this Information Memorandum) and none of them has separately verified the information contained in this Information Memorandum.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of the Manager, the Issuer, the Security Trustee, the Seller, the Servicer, the Custodian, the Derivative Counterparty, the Liquidity Facility Provider, the Mortgage Insurer, the Arranger, the Lead Manager, the Dealer, Moody's and Fitch or their respective Related Entities or any person affiliated with any of them (each a "**Relevant Person**") as to the accuracy or completeness of

any information contained in this Information Memorandum (except, in each case, as expressly stated in this Information Memorandum) or any other information supplied in connection with the Offered Notes or their distribution.

Each person receiving this Information Memorandum acknowledges that such person has not relied on any Relevant Person in connection with its investigation of the accuracy of the information in this Information Memorandum or its investment decisions.

No person has been authorised to give any information or to make any representations other than as contained in this Information Memorandum and the documents referred to in this Information Memorandum in connection with the issue or sale of the Offered Notes and, if given or made, such information or representation must not be relied upon as having been authorised by any Relevant Person.

This Information Memorandum has been prepared by the Manager based on information provided by the Relevant Person who is expressed to accept responsibility for such information and based on the facts and circumstances existing as at 18 June 2019 ("**Preparation Date**"). No Relevant Person has any obligation to update this Information Memorandum after the Preparation Date having regard to information which becomes available, or facts and circumstances which come to exist, after the Preparation Date.

Neither the delivery of this Information Memorandum nor any sale made in connection with this Information Memorandum shall, under any circumstances, create any implication that there has been no change in the affairs of the Trust or the Issuer since the Preparation Date or the date upon which this Information Memorandum has been most recently amended or supplemented or that any other information supplied in connection with the Offered Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing such information.

No Relevant Person undertakes to review the financial condition or affairs of the Trust during the life of the Offered Notes or to advise any investor or potential investor in the Offered Notes of any changes in, or matters arising or coming to their attention which may affect, anything referred to in this Information Memorandum.

It should not be assumed that the information contained in this Information Memorandum is necessarily accurate or complete in the context of any offer to subscribe for, or an invitation to subscribe for, or buy any of, the Offered Notes at any time after the Preparation Date, even if this Information Memorandum is circulated in conjunction with the offer or invitation.

**Authorised material**

No person is authorised to give any information or to make any representation which is not expressly contained in or consistent with this Information Memorandum and any information or representation not contained in this Information Memorandum must not be relied upon as having been authorised by or on behalf of ANZBGL or the Manager unless they have expressly accepted responsibility for it.

The information in this Information Memorandum supersedes any information contained in any prior similar materials relating to the Offered Notes.

**Independent investment decisions**

Neither this Information Memorandum nor any other information supplied in connection with the Offered Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any Relevant Person that any recipient of this Information Memorandum, or of any other information supplied in connection with the Offered Notes, should purchase any of the Offered Notes. Each investor contemplating purchasing any of the Offered Notes should make its own independent investigation of the Issuer, the Trust, the Trust Assets and the Offered Notes and each investor should seek its own tax, accounting and legal advice as to the consequence of investing in any of the Offered Notes. No Relevant Person accepts any responsibility for, or makes any representation as to the tax consequences of investing in the Offered Notes.

**No disclosure under Corporations Act**

This Information Memorandum is not a "Product Disclosure Statement" for the purposes of the Corporations Act and is not required to be lodged with the Australian Securities and Investments Commission ("**ASIC**"). Nor will any disclosure document (as defined in the Corporations Act) be lodged with ASIC in respect of the Notes. This Information Memorandum has not been prepared specifically for investors in Australia and is not required to, and does not, contain all of the information which would be required in a disclosure document. Accordingly, a person may not (directly or indirectly) offer for subscription or purchase or issue invitations to subscribe for or buy or sell the Offered Notes, or distribute this Information Memorandum where such offer, issue or distribution is received by a person in the Commonwealth of Australia, its territories or possessions ("**Australia**"), except if:

(a) the minimum aggregate consideration payable by each offeree is at least A$500,000 (or its equivalent in an alternate currency) disregarding money lent by the offeror or its associates (as described in Division 2 of Part 1.2 in Chapter 1 of the Corporations Act) or the offer, distribution or publication otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act and is not made to a "retail client" as defined for the purposes of section 761G of the Corporations Act; and

(b) such action complies with all applicable laws regulations and directives (including, without limitation, the financial services licensing requirements of the Corporations Act) and does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

**Selling restrictions**

The distribution of this Information Memorandum and the offering or sale of the Offered Notes in certain jurisdictions may be restricted by law. The Relevant Persons do not represent that this Information Memorandum may be lawfully distributed, or that the Offered Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been or will be taken by any Relevant Person that would permit a public offer of the Offered Notes in any country or jurisdiction where action for that purpose is required.

Accordingly, the Offered Notes may not be offered or sold, directly or indirectly, and neither this Information Memorandum nor any information memorandum, private placement memorandum, prospectus, form of application, advertisement or other offering material may be issued or distributed or published in any country or jurisdiction, except in circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Information Memorandum comes are required by the Issuer and the Manager to inform themselves about and to observe any such restrictions. In particular, see Section 12 ("Subscription and Sale").

Without limitation:

(a) the Offered Notes have not been and will not be registered under the United States Securities Act of 1933 ("**Securities Act**") and unless so registered may not be offered or sold within the United States or to, or for the account or benefit of, US persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Offered Notes are being offered and sold only to persons (other than United States persons) outside the United States pursuant to Regulation S and the Securities Act; and

(b) the Offered Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) (the "**Prospectus**

**Directive**"). Consequently no key information document required by Regulation (EU) No. 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPS Regulation.

**Section 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) Notification**

The Offered Notes are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

**European Risk Retention Rules**

On the Closing Date and thereafter for so long as any Offered Notes remain outstanding, ANZBGL will, with reference to Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 (as amended, the "**EU Securitisation Regulation**") and certain related regulatory technical standards, implementing technical standards and official guidance (together, the "**EU Due Diligence and Retention Rules**"), each as in effect on the Closing Date, as an originator (as such term is defined for the purposes of the EU Securitisation Regulation), agree to retain a material net economic interest in this securitisation transaction in accordance with the text of Article 6(1) of the EU Securitisation Regulation (the "**EU Retention**").

As at the Closing Date, such interest will be comprised of an interest in at least 100 randomly selected exposures equivalent (in total) to no less than 5% of the nominal value of the securitised exposures (where such non-securitised exposures would otherwise have been included in this securitisation transaction) in accordance with Article 6(3)(c) of the EU Securitisation Regulation.

The EU Due Diligence and Retention Rules provide that an entity shall not be considered an "originator" (as defined for purposes of the EU Securitisation Regulation) if it has been established or operates for the sole purpose of securitising exposures. See Sections 8 ("Origination and Servicing of the Receivables") and 9.3 ("Australia and New Zealand Banking Group Limited – Seller, Servicer, Custodian, Derivative Counterparty and Liquidity Facility Provider") in this Information Memorandum for information regarding ANZBGL, its business and activities.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the requirements of the EU Due Diligence and Retention Rules (and any implementing rules in relation to a relevant jurisdiction); (ii) as to whether ANZBGL's holding of randomly selected exposures (as described above) satisfies the EU Due Diligence and Retention Rules; and (iii) as to the sufficiency of the information described in this Information Memorandum, and which may otherwise be made available to investors, for the purposes of complying with the EU Due Diligence and Retention Rules. None of ANZBGL, the Arranger, the Lead Manager, the Dealer or any other party to the Transaction Documents (i) makes any representation that the EU Retention commitment and the information described in this Information Memorandum, or any other information which may be made available to investors, are sufficient in all circumstances for such purposes, (ii) has any liability to any prospective investor or any other person for any insufficiency of such information or any failure of the transactions contemplated in this Information Memorandum to comply with or otherwise satisfy the requirements of the EU Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements, or (iii) has any obligation to provide any further information or take any other steps that may be required by any investor to enable compliance by that investor with the requirements of the EU Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements.

Prospective investors are themselves responsible for monitoring and assessing changes to the EU Due Diligence and Retention Rules and their regulatory capital requirements. Each investor who may be subject to the EU Due Diligence and Retention Rules should consult with their own legal and regulatory advisors to determine whether, and to what extent, the information described is sufficient for compliance by that investor with any applicable EU Due Diligence and Retention Rules. In the event that a regulator determines that the transaction did not comply or is no longer in compliance with the EU Due Diligence and Retention Rules or an investor has insufficient information to satisfy its due

diligence and/or ongoing monitoring requirements under the EU Due Diligence and Retention Rules, then that investor may be required by its regulator to set aside additional capital against its investment in the Offered Notes or take other remedial measures in respect of its investment in the Offered Notes.

See also Section 3.5 ("Risk factors relating to legal and regulatory risks").

**Japanese Retention Rules**

As part of its regulatory capital regulation of certain categories of Japanese investors investing in securitisation transactions, the Japanese Financial Services Agency has introduced amendments to Article 248 "Criteria for Judging Whether a Financial Institution's Own Capital is Sufficient in Light of Assets Held etc. under the Provisions of Article 14-2 of the Banking Act" (Notification No.19 of 2006, the Financial Services Agency) (the "**Japanese Retention Rules**"), which took effect from 31 March 2019.

As outlined in the section above entitled "European Risk Retention Rules", ANZBGL will retain a material net economic interest in this securitisation transaction in accordance with the text of Article 6(1) of the EU Securitisation Regulation. As at the Closing Date, such interest will be comprised of an interest in at least 100 randomly selected exposures equivalent (in total) to no less than 5% of the nominal value of the securitised exposures (where such non-securitised exposures would otherwise have been included in this securitisation transaction) in accordance with Article 6(3)(c) of the EU Securitisation Regulation. Neither ANZBGL nor any other party will take any additional action for the purposes of compliance with the Japanese Retention Rules.

Prospective investors who are subject to the Japanese Retention Rules should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Japanese Retention Rules; (ii) as to whether the EU Retention is sufficiently equivalent for the purposes of the Japanese Retention Rules; (iii) as to the sufficiency of the information described in this Information Memorandum; and (iv) as to their compliance with the Japanese Retention Rules.

See also Section 3.5 ("Risk factors relating to legal and regulatory risks").

**Offshore Associates**

Offered Notes issued pursuant to this Information Memorandum must not be purchased by an Offshore Associate of the Issuer other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Offered Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of an Australian registered scheme.

An "Offshore Associate" of the Issuer means an associate (as defined in s128F of the *Income Tax Assessment Act 1936* (Cth)) of the Issuer that is either a non-resident of Australia that does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia or, alternatively, a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside of Australia.

**Credit Ratings**

There are references in this Information Memorandum to ratings. A rating is not a recommendation to buy, sell or hold securities, nor does it comment as to principal prepayments, market price or the suitability of securities for particular investors. A rating may be changed, suspended or withdrawn at any time by the relevant Designated Rating Agency.

Ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

The credit ratings of the Notes should be evaluated independently from similar ratings on other types of notes or securities. A rating does not address the market price or the suitability for a particular investor of the Notes.

**Disclosure of interests**

Each Relevant Person discloses with respect to itself that it, in addition to the arrangements and interests it will or may have with respect to the Seller, the Manager, the Servicer and the Issuer (together, the "**Group**"), as described in this Information Memorandum (the "**Transaction Document Interests**") its Related Entities, directors and employees:

(a) may from time to time, be a Noteholder or have other interests with respect to the Offered Notes and they may also have interests relating to other arrangements with respect to a Noteholder or an Offered Note; and

(b) may receive fees, brokerage and commissions or other benefits, and act as principal with respect to any dealing with respect to any Offered Notes,

(the "**Note Interests**").

Each purchaser of Offered Notes acknowledges these disclosures and further acknowledges and agrees that:

(a) each Relevant Person and each of its Related Entities, directors and employees (each a "**Relevant Entity**") will or may from time to time have the Transaction Document Interests and may from time to time have the Note Interests and is, and from time to time may be, involved in a broad range of transactions including, without limitation, banking, dealing in financial products, credit, derivative and liquidity transactions, investment management, corporate and investment banking and research (the "**Other Transactions**") in various capacities in respect of any member of the Group, both on the Relevant Entity's own account and/or for the account of other persons (the "**Other Transaction Interests**");

(b) each Relevant Entity in the course of its business (whether with respect to the Transaction Document Interests, the Note Interests, the Other Transaction Interests or otherwise) may act independently of any other Relevant Entity;

(c) to the maximum extent permitted by applicable law, the duties of each of the Arranger, the Lead Manager, the Dealer, the Derivative Counterparty and the Liquidity Facility Provider (the "**Finance Parties**") and each of their Related Entities, directors and employees in respect of the Offered Notes are limited to the contractual obligations of the Finance Parties to the Manager and Perpetual Corporate Trust Limited in its capacity as trustee of the Trust as set out in the relevant Transaction Documents and, in particular, no advisory or fiduciary duty is owed to any person;

(d) a Relevant Entity may have or come into possession of information not contained in this Information Memorandum regarding any member of the Group that may be relevant to any decision by a potential investor to acquire the Offered Notes and which may or may not be publicly available to potential investors ("**Relevant Information**");

(e) to the maximum extent permitted by applicable law, no Relevant Entity is under any obligation to disclose any Relevant Information to any potential investor and this Information Memorandum and any subsequent course of conduct by a Relevant Entity should not be construed as implying that the Relevant Entity is not in possession of such Relevant Information; and

(f) each Relevant Entity may have various potential and actual conflicts of interest arising in the course of its business including in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests. For example, the exercise of rights against a member of the Group arising from the Transaction Document Interests or from an Other Transaction may affect the ability of the Group member to perform its obligations in respect of the Offered Notes. In addition, the existence of the Transaction Document Interests or Other

Transaction Interests may affect how a Relevant Entity as a Noteholder may seek to exercise any rights it may have as a Noteholder. These interests may conflict with the interests of the Group or a Noteholder and a Noteholder may suffer loss as a result. To the maximum extent permitted by applicable law, a Relevant Entity is not restricted from entering into, performing or enforcing its rights in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests and may otherwise continue to take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of Noteholders or the Group and the Relevant Entities may in so doing act without notice to, and without regard to, the interests of any such person.

**Repo-eligibility**

Application will be made by the Manager to the Reserve Bank of Australia ("**RBA**") for the Class A1 Notes and the Class A2 Notes to be "eligible securities" (or "repo eligible") for the purposes of repurchase agreements with the RBA. There can be no assurance that any application by the Manager for repo-eligibility in respect of the Class A1 Notes and the Class A2 Notes will be successful or that, if such application is successful, the Class A1 Notes and the Class A2 Notes will continue to be repo-eligible in the future. The issuance and settlement of the Class A1 Notes and Class A2 Notes on the Closing Date is not conditional on the repo-eligibility of those Notes.

See Section 3.1 ("Risk factors relating to the Notes – Repo-eligibility may not be granted or may be withdrawn") for further details.

**Listing on a stock exchange**

The Manager intends to make an application on or after the Closing Date to list the Class A1 Notes and Class A2 Notes on the Australian Securities Exchange. However, there can be no assurance that any such listing will be obtained. The issuance and settlement of the Class A1 Notes and Class A2 Notes on the Closing Date is not conditional on the listing of the Class A1 Notes or Class A2 Notes on the Australian Securities Exchange.

**Distribution in Japan**

This document is distributed in Japan by ANZ Securities (Japan), Ltd. ("ANZSJL") solely for the information of "professional investors" (tokutei toshika) within the meaning of Article 2, Paragraph 31 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended). ANZSJL is a financial instruments business operator regulated by the Financial Services Agency of Japan (Registered Number: Director of Kanto Local Finance Bureau (Kinsho), No. 3055) and is a member of the Japan Securities Dealers Association. ANZSJL's address is Level 31, Marunouchi Building, 4-1 Marunouchi, 2-chome, Chiyoda-ku, Tokyo 100-633, Japan.

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## 1 SUMMARY – PRINCIPAL TERMS OF THE OFFERED NOTES

*The following tables provide a summary of certain principal terms of the Offered Notes issued in respect of the Trust. This summary is qualified by the more detailed information contained elsewhere in this Information Memorandum.*

| | **Class A1 Notes** | **Class A2 Notes** | **Class B Notes** |
|---|---|---|---|
| Denomination | AUD | AUD | AUD |
| Aggregate Initial Invested Amount | AUD 1,380,000,000 | AUD 45,000,000 | AUD 42,000,000 |
| Initial Invested Amount per Note | AUD 10,000 | AUD 10,000 | AUD 10,000 |
| Issue price | 100% | 100% | 100% |
| Interest frequency | Monthly | Monthly | Monthly |
| Payment Dates | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019 | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019 | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019 |
| Interest Rate | Bank Bill Rate (1 month, or 2 months for the first Interest Period only) + Note Margin + (from the first Call Option Date) the Note Step-Up Margin | Bank Bill Rate (1 month, or 2 months for the first Interest Period only) + Note Margin + (from the first Call Option Date) the Note Step-Up Margin | Bank Bill Rate (1 month, or 2 months for the first Interest Period only) + Note Margin |
| Note Margin | 0.93% | 1.60% | 1.90% |
| Note Step-Up Margin | 0.25% | 0.25% | Not applicable |
| Day count fraction | Actual/365 (fixed) | Actual/365 (fixed) | Actual/365 (fixed) |
| Business Day Convention | Following | Following | Following |
| Maturity Date | The Payment Date in May 2050 | The Payment Date in May 2050 | The Payment Date in May 2050 |
| Expected Ratings | | | |
| • Moody's | Aaa(sf) | Aaa(sf) | Aa2(sf) |
| • Fitch | AAAsf | AAAsf | Unrated |
| Governing law | Victoria | Victoria | Victoria |
| Form of Notes | Registered | Registered | Registered |
| Listing | ASX | ASX | Not applicable |
| Clearance | Austraclear | Austraclear | Austraclear |

| | Class A1 Notes | Class A2 Notes | Class B Notes |
|---|---|---|---|
| ISIN | AU3FN0048559 | AU3FN0048567 | AU3FN0048575 |

| | Class C Notes | Class D Notes | Class E Notes | Class F Notes |
|---|---|---|---|---|
| Denomination | AUD | AUD | AUD | AUD |
| Aggregate Initial Invested Amount | AUD 12,000,000 | AUD 9,000,000 | AUD 7,500,000 | AUD 4,500,000 |
| Initial Invested Amount per Note | AUD 10,000 | AUD 10,000 | AUD 10,000 | AUD 10,000 |
| Issue price | 100% | 100% | 100% | 100% |
| Interest frequency | Monthly | Monthly | Monthly | Monthly |
| Payment Dates | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019 | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019 | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019 | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019 |
| Interest Rate | Bank Bill Rate (1 month, or 2 months for the first Interest Period only) + Note Margin | Bank Bill Rate (1 month, or 2 months for the first Interest Period only) + Note Margin | Bank Bill Rate (1 month, or 2 months for the first Interest Period only) + Note Margin | Bank Bill Rate (1 month, or 2 months for the first Interest Period only) + Note Margin |
| Note Margin | 2.40%<br>From the first Call Option Date, the Note Margin on the Class C Notes will reduce to 2.00% per annum and a residual note margin of 0.40% will also apply to the Class C Notes and be payable as outlined in Condition 6.1 ("Interest on the Notes") and Section 7.12 ("Application of Total Available Income"). | 3.20%<br>From the first Call Option Date, the Note Margin on the Class D Notes will reduce to 2.00% per annum and a residual note margin of 1.20% will also apply to the Class D Notes and be payable as outlined in Condition 6.1 ("Interest on the Notes") and Section 7.12 ("Application of Total Available Income"). | 4.40%<br>From the first Call Option Date, the Note Margin on the Class E Notes will reduce to 2.00% per annum and a residual note margin of 2.40% will also apply to the Class E Notes and be payable as outlined in Condition 6.1 ("Interest on the Notes") and Section 7.12 ("Application of Total Available Income"). | 5.80%<br>From the first Call Option Date, the Note Margin on the Class F Notes will reduce to 2.00% per annum and a residual note margin of 3.80% will also apply to the Class F Notes and be payable as outlined in Condition 6.1 ("Interest on the Notes") and Section 7.12 ("Application of Total Available Income"). |
| Note Step-Up Margin | Not applicable | Not applicable | Not applicable | Not applicable |
| Day count fraction | Actual/365 (fixed) | Actual/365 (fixed) | Actual/365 (fixed) | Actual/365 (fixed) |
| Business Day Convention | Following | Following | Following | Following |

| | Class C Notes | Class D Notes | Class E Notes | Class F Notes |
|---|---|---|---|---|
| Maturity Date | The Payment Date in May 2050 | The Payment Date in May 2050 | The Payment Date in May 2050 | The Payment Date in May 2050 |
| Expected Ratings | | | | |
| • Moody's | A2(sf) | Baa2(sf) | Ba2(sf) | Unrated |
| • Fitch | Unrated | Unrated | Unrated | Unrated |
| Governing law | Victoria | Victoria | Victoria | Victoria |
| Form of Notes | Registered | Registered | Registered | Registered |
| Listing | Not applicable | Not applicable | Not applicable | Not applicable |
| Clearance | Austraclear | Austraclear | Austraclear | Austraclear |
| ISIN | AU3FN0048583 | AU3FN0048591 | AU3FN0048609 | AU3FN0048617 |

## 2 GENERAL

*This summary highlights selected information from this Information Memorandum and does not contain all of the information that you need to consider in making your investment decision. All of the information contained in this summary is qualified by the more detailed explanations in other parts of this Information Memorandum and by the terms of the Transaction Documents.*

### 2.1 Summary – Transaction Parties

| | |
|---|---|
| Trust | Kingfisher Trust 2019-1 |
| Issuer | Perpetual Corporate Trust Limited (ABN 99 000 341 533) in its capacity as trustee of the Trust |
| Manager | ANZ Capel Court Limited (ABN 30 004 768 807) |
| Seller | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Servicer | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Security Trustee | P.T. Limited (ABN 67 004 454 666) in its capacity as trustee of the Kingfisher Trust 2019-1 Security Trust |
| Registrar | The Issuer |
| Liquidity Facility Provider | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Derivative Counterparty | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Custodian | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Mortgage Insurer | ANZ Lenders Mortgage Insurance Pty Limited (ABN 77 008 680 055) |

| | |
|---|---|
| Arranger, Lead Manager and Dealer | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Participation Unitholder | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Residual Unitholder | Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) |
| Designated Rating Agencies | Fitch Australia Pty Ltd (ABN 93 081 339 184) and Moody's Investors Service Pty Limited (ABN 61 003 399 657) |

### 2.2 Summary – Transaction

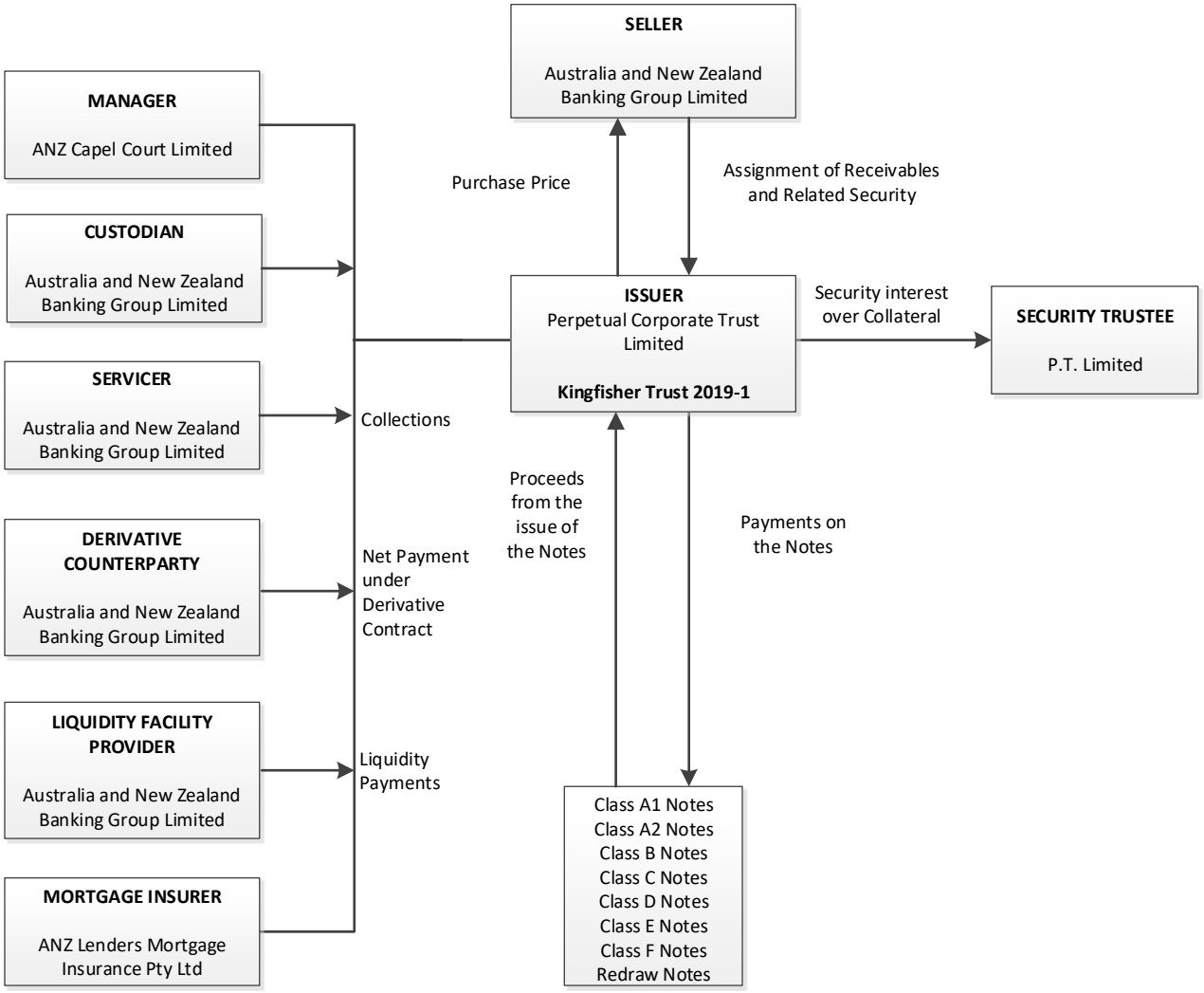
| | |
|---|---|
| Closing Date | 19 June 2019 |
| Acquisition Cut-Off Date | 31 May 2019 |
| Eligibility Criteria | See Section 4.2 ("Eligibility Criteria"). |
| Payment Dates | The 19th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 19 August 2019. |
| Determination Date | The day which is 3 Business Days prior to each Payment Date. |
| Call Option Date | Each Payment Date occurring after the last day of the Collection Period in which the aggregate of the Outstanding Principal Balance of all Purchased Receivables (as calculated on that last day of the Collection Period) is less than or equal to 10% of the Outstanding Principal Balance of all Purchased Receivables as at the Closing Date. |
| Pro-Rata Criteria | See Section 7.6 ("Pro-Rata Criteria"). |

### 2.3 General Information on the Notes

| | |
|---|---|
| Type | The Notes are multi-class, asset backed, secured, limited recourse, amortising, floating rate debt securities and are issued with the benefit of, and subject to, the Master Trust Deed, the Security Trust Deed, the General Security Deed, the Issue Supplement, the Note Deed Poll and the other Transaction Documents. |
| Class of Notes | The Notes to be issued on the Closing Date will be divided into 7 classes: Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes. |
| Offered Notes | The Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes comprise the Offered Notes. This Information Memorandum relates solely to a proposed issue of the Offered Notes by the Issuer. |
| Additional Notes | No further Notes may be issued after the Closing Date, other than Redraw Notes in the circumstances described in Section 4.7 ("Redraws and Further Advances"). |

| | |
|---|---|
| Rating | The Offered Notes will initially have the rating specified in Section 1 (“Summary – Principal Terms of the Offered Notes”).<br><br>The rating of the Offered Notes should be evaluated independently from similar ratings on other types of notes or securities. A rating is not a recommendation to buy, sell or hold securities, nor does it comment as to principal prepayments, market price or the suitability of securities for particular investors. A rating may be changed, suspended or withdrawn at any time by the relevant Designated Rating Agency. |
| Call Option | The Manager may (at its option) direct the Issuer to redeem all, but not some only, of the outstanding Notes on a Call Option Date.<br><br>The Notes will be redeemed by the Issuer at the Redemption Amount for those Notes.<br><br>The Issuer, at the direction of the Manager, must give at least 5 Business Days' notice to the relevant Noteholders of its intention to exercise its option to redeem the Notes on a Call Option Date. |
| Early Redemption | If a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of a Note, then the Manager may (at its option) direct the Issuer to redeem all (but not some only) of the Notes by paying to the Noteholders the Redemption Amount for the Notes.<br><br>The Issuer must give at least 15 days’ notice to the relevant Noteholders of its intention to redeem the Notes. |
| Form of Notes | The Notes will be in uncertificated registered form and inscribed on a register maintained by the Issuer in Australia. |
| Listing on a Stock Exchange | The Manager intends to make an application on or after the Closing Date to list the Class A1 Notes and Class A2 Notes on the Australian Securities Exchange. However, there can be no assurance that any such listing will be obtained. |

## 2.4 Structure Diagram



## 3 RISK FACTORS

*The purchase and holding of the Notes is not free from risk. This section describes some of the principal risks associated with the Notes. It is only a summary of some particular risks. There can be no assurance that the structural protection available to Noteholders will be sufficient to ensure that a payment or distribution of a payment is made on a timely or full basis. Prospective investors should read the Transaction Documents and make their own independent investigation and seek their own independent advice as to the potential risks involved in purchasing and holding the Notes.*

### 3.1 Risk factors relating to the Notes

***The Notes will only be paid from the Trust Assets***

The Issuer will issue the Notes in its capacity as trustee of the Trust. The Issuer will be entitled to be indemnified out of the Trust Assets for all payments of interest and principal in respect of the Notes.

A Noteholder's recourse against the Issuer with respect to the Notes is limited to the amount by which the Issuer is indemnified from the Trust Assets. Except in the case of, and to the extent that a liability is not satisfied because the Issuer's right of indemnification out of the Trust Assets is reduced as a result of, fraud, negligence or Wilful Default of the Issuer, no rights may be enforced against the Issuer by any person and no proceedings may be brought against the Issuer except to the extent of the Issuer's right of indemnity and reimbursement out of the Trust Assets. Except in those limited circumstances, the assets of the Issuer in its personal capacity are not available to meet payments of interest or principal in respect of the Notes.

***Limited Credit and Other Enhancements***

The amount of credit and other enhancements provided through the Lenders Mortgage Insurance Policies, excess Total Available Income, Liquidity Facility and subordination of:

- the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to the Class A1 Notes and the Redraw Notes;
- the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to the Class A2 Notes;
- the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to the Class B Notes;
- the Class D Notes, the Class E Notes and the Class F Notes to the Class C Notes;
- the Class E Notes and the Class F Notes to the Class D Notes; and
- the Class F Notes to the Class E Notes,

is limited and could be depleted prior to the payment in full of the Notes. If:

- the Lenders Mortgage Insurance Policies do not provide coverage for all losses incurred in respect of a Purchased Receivable and if there is insufficient excess Total Available Income to make the Issuer whole in respect of any such losses;
- the Liquidity Facility has been exhausted or is otherwise not available for drawing (see Section 10.7 (“Liquidity Facility Agreement”)); or
- the aggregate Stated Amount of any subordinated classes of Notes is reduced to zero,

Noteholders may not receive the full amount of interest and principal on their Notes.

***It may not be possible to sell the Notes***

There is currently no secondary market for the Notes and no assurance can be given that a secondary market in the Notes will develop, or, if one does develop, that it will provide liquidity of investment or will continue for the life of the Notes.

No assurance can be given that it will be possible to effect a sale of the Notes, nor can any assurance be given that, if a sale takes place, it will not be at a discount to the acquisition price or the Invested Amount of the Notes.

***There is no way to predict the actual rate and timing of principal payments on the Notes***

Whilst the Issuer is obliged to repay the Notes by the Maturity Date, principal may be passed through to Noteholders on each Payment Date from the Total Available Principal and such amount will reduce the principal balance of the Notes. However, no assurance can be given as to the rate at which principal will be passed through to Noteholders. Accordingly, the actual date by which Notes are repaid cannot be precisely determined.

The timing and amount of principal which will be passed through to Noteholders will be affected by the rate at which the Purchased Receivables are repaid or prepaid, which may be influenced by a range of economic and other factors, including:

- the level of interest rates applicable to the Purchased Receivables relative to prevailing interest rates in the market;
- the delinquencies and default rate of Obligors under the Purchased Receivables;
- demographic and social factors such as unemployment, death, divorce and changes in employment of Obligors;
- the rate at which Obligors sell or refinance their properties;
- the degree of seasoning of the Purchased Receivables; and
- the loan-to-valuation ratio of the Obligors' properties at the time of origination of the relevant Purchased Receivables.

The Noteholders may receive repayments of principal on the Notes earlier or later than would otherwise have been the case or may not receive repayments of principal at all.

Other factors which could result in early repayment of principal to Noteholders include:

- receipt by the Issuer of enforcement proceeds due to an Obligor having defaulted on its Purchased Receivable;
- repurchase by the Seller of a Purchased Receivable as a result of a breach of certain representations as described in Section 4.4 ("Remedy for misrepresentations");
- repurchase by the Seller of a Purchased Receivable due to the making of a Further Advance by the Seller (other than a Permitted Further Advance) in respect of that Purchased Receivable as described in Section 4.7 ("Redraws and Further Advances");
- repurchase by the Seller of a Purchased Receivable, at the election of the Seller, due to the creation of an Ineligible Feature in respect of that Purchased Receivable at the request of the Obligor, as described in Section 4.9 ("Obligor-requested Ineligible Features");
- exercise of the Call Option on a Call Option Date; and
- receipt of proceeds of enforcement of the General Security Deed prior to the Maturity Date of the Notes.

In addition, Total Available Principal may be used:

- to fund payment delinquencies (in the form of Principal Draws); or

- during a Collection Period towards funding Redraws made by Obligors under the terms of the relevant Purchased Receivable or Permitted Further Advances by the Seller in the circumstances described in Section 7.2 ("Distributions during a Collection Period") and may also be applied towards funding or reimbursing the Seller for Redraws or Permitted Further Advances on a Payment Date in accordance with Section 7.5 ("Application of Total Available Principal")

The utilisation of Total Available Principal for such purposes will slow the rate at which principal will be passed through to Noteholders.

***Reinvestment risk on payments received during a Collection Period***

If a prepayment is received on a Purchased Receivable during a Collection Period, then to the extent it is not applied towards funding Redraws or Permitted Further Advances, where permitted at any time, then interest will cease to accrue on that part of the Purchased Receivable prepaid from the date of the prepayment. The amount repaid will be deposited into the Collection Account or invested in Authorised Investments and may earn interest at a rate less than the rate on the Purchased Receivables.

Interest will, however, continue to be payable in respect of the Invested Amount of the Notes until the next Payment Date. Accordingly, this may affect the ability of the Issuer to pay interest in full on the Notes. The Issuer has access to Principal Draws and Liquidity Draws to finance such shortfalls in interest payments to the Class A1 Noteholders, the Class A2 Noteholders, the Redraw Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders, provided, in the case of interest payments to the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders, that the Aggregate Stated Amount of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes (as applicable) is not less than the Invested Amount of the applicable Class of Notes at the relevant time. Refer to Section 7.9 ("Principal Draw") and Section 7.10 ("Liquidity Draw") for further details.

***The redemption of the Notes on the Call Option Date may affect the return on the Notes***

There is no assurance that the Trust Assets will be sufficient to redeem the Notes on a Call Option Date or that the Manager will exercise its discretion and direct the Issuer to redeem the Notes on a Call Option Date.

The Manager has the right under the Issue Supplement to direct the Issuer to sell all (but not some only) of the Purchased Receivables to the Seller in order to raise funds to redeem the Notes on a Call Option Date. The price payable for the sale must be sufficient to redeem the Notes at their Aggregate Invested Amount (plus accrued but unpaid interest in respect of such Notes) unless the Noteholders of a Class of Notes have, by Extraordinary Resolution, approved the redemption of the Notes of that Class on that Call Option Date for their Aggregate Stated Amount (plus accrued but unpaid interest in respect of such Notes) instead of their Aggregate Invested Amount. Such an Extraordinary Resolution will bind all Noteholders of that Class.

***Investment in the Notes may not be suitable for all investors***

The Notes are not a suitable investment for any investor that requires a regular or predictable schedule of payments or payment on any specific date. The Notes are complex investments that should be considered only by investors who, either alone or with their financial, tax and legal advisors, have the expertise to analyse the prepayment, reinvestment, default and market risk, the tax consequences of an investment, and the interaction of these factors.

Mortgage-backed securities, like the Notes, usually produce more returns of principal to investors when market interest rates fall below the interest rates on the Purchased Receivables and produce less returns of principal when market interest rates rise above the interest rates on the Purchased

Receivables. If borrowers refinance their Purchased Receivables as a result of lower interest rates, Noteholders may receive an unanticipated payment of principal. As a result, Noteholders are likely to receive more money to reinvest at a time when other investments generally are producing a lower yield than that on the Notes and are likely to receive less money to reinvest when other investments generally are producing a higher yield than that on the Notes. Noteholders will bear the risk that the timing and amount of payments on the Notes will prevent them from attaining the desired yield.

***Ratings on the Notes***

The credit ratings of the Notes should be evaluated independently from similar ratings on other types of notes or securities. A credit rating by a Designated Rating Agency is not a recommendation or suggestion, directly or indirectly, to any investor or any other person, to buy, sell, make or hold any Note or to undertake any investment strategy with respect to any investment for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the taxation consequences in respect of any Note. The Designated Rating Agencies are not advisers, and nor do the Designated Rating Agencies provide investors or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services.

The credit ratings of the Notes may be subject to revision, suspension, qualification or withdrawal at any time by the relevant Designated Rating Agency. A revision, suspension, qualification or withdrawal of the credit rating of the Notes may adversely affect the price of the Notes.

In addition, the credit ratings of the Notes do not address the expected timing of principal repayments under the Notes, only the likelihood that principal will be received no later than the Maturity Date.

No Designated Rating Agency has been involved in the preparation of this Information Memorandum.

***Repo-eligibility may not be granted or may be withdrawn***

Application will be made by the Manager to the Reserve Bank of Australia ("**RBA**") for the Class A1 Notes and the Class A2 Notes to be "eligible securities" (or "repo eligible") for the purposes of repurchase agreements with the RBA.

No assurance can be given that any application by the Manager for repo-eligibility in respect of the Class A1 Notes and the Class A2 Notes will be successful, or that the Class A1 Notes and the Class A2 Notes will continue to be repo-eligible at all times even if they are eligible in relation to their initial issue. For example, the RBA has discretion to change its criteria for repo-eligibility at any time and accordingly any changes by the RBA to its criteria could affect whether the Class A1 Notes and the Class A2 Notes continue to be repo-eligible. The RBA may withdraw repo-eligibility status if the conditions for repo-eligibility are not complied with (whether due to a change to the RBA criteria or failure to continue to satisfy the requirements under the current criteria).

None of the Seller, the Servicer, the Manager, the Issuer or any other party to a Transaction Document is required to take any action to ensure that the conditions for repo-eligibility will be met in relation to the Class A1 Notes or the Class A2 Notes either initially or on an ongoing basis. The issuance and settlement of the Class A1 Notes and the Class A2 Notes is not conditional upon the repo-eligibility of those Notes.

The current criteria for repo eligibility published by the RBA require, among other things, that certain information be provided by the Manager to the RBA at the time of seeking repo-eligibility and during the term of the Class A1 Notes and the Class A2 Notes in order for the Class A1 Notes and the Class A2 Notes to be (and to continue to be) repo-eligible. If the Class A1 Notes and the Class A2 Notes are repo-eligible at any time, Noteholders should be aware that relevant disclosures may be made by the Manager to investors and potential investors in the Class A1 Notes and the Class A2 Notes from time to time in such form as determined by the Manager as it sees fit (including for the purpose of complying with the RBA's criteria).

In the event that the Class A1 Notes or the Class A2 Notes are not accepted by the RBA as repo-eligible, or subsequently cease to be repo-eligible (for example, because the conditions for repo-

eligibility cease to be satisfied in relation to the Class A1 Notes or the Class A2 Notes), this may adversely affect the price of those Notes.

### 3.2 Risk factors relating to the transaction parties

***Termination of appointment of the Manager or the Servicer may affect the collection of the Purchased Receivables***

The appointment of each of the Manager and the Servicer may be terminated in certain circumstances. If the appointment of one of them is terminated, a substitute will need to be found to perform the relevant role for the Trust.

The retirement or removal of the Manager or the Servicer will only take effect once a substitute has been appointed and has agreed to be bound by the Transaction Documents (other than in the circumstances described in Sections 10.3 ("Management Deed") and 10.4 ("Servicing Deed")).

There is no guarantee that such a substitute will be found or that the substitute will be able to perform its duties with the same level of skill and competence as any previous Manager or Servicer (as the case may be).

To minimise the risk of finding a suitable substitute Servicer or Manager, the Issuer has, subject to certain terms and conditions in the Servicing Deed and the Management Deed, agreed to act as the Servicer or the Manager (as applicable) in respect of the Trust from the effective date of retirement or termination of the appointment of the Servicer or Manager (as applicable) until the appointment of a replacement Servicer or Manager (as applicable).

***The Servicer may commingle collections on the Purchased Receivables with its assets***

Before the Servicer remits Collections to the Collection Account, the Collections may be commingled with the assets of the Servicer. If the Servicer becomes insolvent, the Issuer may only be able to claim those Collections as an unsecured creditor of the insolvent company. This could lead to a failure to receive the Collections on the Purchased Receivables, delays in receiving the Collections, or losses on the Notes.

***The termination of any Derivative Contract may affect the payment on the Notes***

Under the Initial Derivative Contract, the Issuer will enter into:

- a fixed rate swap transaction under which the Issuer will exchange certain fixed rate payments in respect of the Purchased Receivables for variable rate payments based on the Bank Bill Rate; and

- a basis swap transaction under which the Issuer will exchange certain variable rate payments in respect of the Purchased Receivables for variable rate payments based on the Bank Bill Rate.

If the Initial Derivative Contract (or any replacement Derivative Contract) is terminated or the Derivative Counterparty fails to perform its obligations, Noteholders will be exposed to the risk that the floating rate of interest payable with respect to the Notes will be greater than the fixed rate payable by Obligors in respect of the Purchased Receivables having a fixed rate of interest and/or the variable rate payable by Obligors in respect of the Purchased Receivables having a variable rate of interest. However, this risk is reduced following the termination of the basis swap because the Manager will be required to direct the Servicer to adjust variable interest rates on the Purchased Receivables as necessary to ensure that the weighted average of the interest rates payable across all Purchased Receivables is at least equal to the Threshold Rate as described in Section 4.6 ("Variable Rate Purchased Receivables and the Threshold Rate"). However, an increase to variable interest rates charged on Purchased Receivables following termination of the basis swap may also lead to increased rates of principal prepayment or Obligor defaults (see the risk factor entitled "The Servicer's ability to set the interest rate on variable-rate Purchased Receivables may lead to increased delinquencies or prepayments" in Section 3.3 ("Risk factors relating to the Purchased Receivables and Purchased Related Security")) and therefore affect the yield on the Notes.

If the Derivative Contract terminates before its scheduled termination date, a termination payment by either the Issuer or the Derivative Counterparty may be payable. A termination payment could be substantial and in certain circumstances will be required to be paid in priority to amounts payable to Noteholders (see Sections 7.12 ("Application of Total Available Income") and 7.15 ("Application of proceeds following an Event of Default")).

***The availability of various support facilities with respect to payment on the Notes will ultimately be dependent on the financial condition of ANZBGL; ANZBGL and its affiliates may be subject to conflicts of interest***

ANZBGL is acting as Derivative Counterparty and Liquidity Facility Provider. Accordingly, the availability of these various support facilities will ultimately be dependent on the financial strength of ANZBGL (or any replacement in the event that ANZBGL resigns or is removed from acting in any such capacities and a replacement is appointed).

There are provisions in the Liquidity Facility Agreement and Derivative Contract that provide for the replacement of ANZBGL in its capacities as Liquidity Facility Provider and Derivative Counterparty or the posting of collateral or taking of other action by ANZBGL, in the event that the ratings of ANZBGL are reduced below certain levels provided for in the Liquidity Facility Agreement or Derivative Contract (as applicable).

There is no assurance that:

- ANZBGL would be able to find a replacement for ANZBGL in its capacities as Liquidity Facility Provider and Derivative Counterparty or take other required action in respect of that ratings downgrade within the timeframes prescribed in the Liquidity Facility Agreement or Derivative Contract (as applicable); or

- (where applicable) ANZBGL will post collateral in the full amount required under the terms of the Liquidity Facility Agreement or Derivative Contract (as applicable).

If ANZBGL (or any replacement facility provider) encounters financial difficulties which impede or prohibit the performance of its obligations under the Liquidity Facility Agreement or Derivative Contract (as applicable), the Issuer may not have sufficient funds to pay on time the full amount of principal and interest due on the Notes.

ANZBGL and its affiliates (including ANZ Capel Court Limited and ANZ Lender's Mortgage Insurance Pty Limited) will also provide other services or have other involvement in relation to the affairs of the Trust as described in this Information Memorandum. Various potential and actual conflicts of interest may arise from the activities and conduct of ANZBGL and its affiliates in connection with the Trust.

***Breach of Representation or Warranty or Obligations***

The Seller will make various representations and warranties to the Issuer on the Closing Date, in relation to each Receivable and Related Security referred to in the Offer to Sell as set out in Section 4.3 ("Representations and warranties"). These include (among others) representations and warranties that:

- the Receivable Security complied in all material respects with all applicable laws at the time that the Seller entered into the Receivable;

- the Receivable was originated by the Seller in accordance with, in all material respects, its Servicing Guidelines in force at the time of the origination of the Receivable;

- the terms of the Receivable have not been impaired, waived, altered or modified in any respect, except changes to the terms of the Receivable to which a Prudent Lender might have agreed;

- the Receivable and any Related Security are enforceable in accordance with their terms against the relevant Obligor (subject to laws relating to insolvency and creditors' rights generally); and

- that the Receivable satisfies the Eligibility Criteria as at the Acquisition Cut-Off Date.

The Issuer has not investigated or made any enquiries regarding the accuracy of the Seller's representation and warranties. The Seller will be required to repurchase any Purchased Receivable and Purchased Related Security in respect of which there has been a material breach of the representation and warranties described above or in Section 4.3 ("Representations and warranties") if the Seller becomes aware of such misrepresentation and has not cured such breach (in a manner determined by the Seller) to the satisfaction of the Issuer prior to the end of the Remedy Period. After such time and if such breach is not remedied, the Seller must pay damages to the Issuer for any direct loss suffered by the Issuer as a result of such material misrepresentation. The maximum amount which the Seller is liable to pay is the Outstanding Principal Balance plus any accrued but unpaid interest in respect of the relevant Purchased Receivable at the time of payment of the damages. See Section 4.4 ("Remedy for misrepresentations") for further details.

The Servicer has agreed under the Servicing Deed to comply with various obligations with respect its servicing of the Purchased Receivables and Purchased Related Securities as described in Section 10.4 ("Servicing Deed"). These include (among others) obligations to:

- service the Purchased Receivables in accordance with all applicable laws (including the National Credit Legislation as it applies to the Purchased Receivables) and the Servicing Guidelines; and

- take all action which the Servicer considers reasonably necessary to protect or enforce the terms of the Purchased Receivables (including taking action as the Servicer considers appropriate to enforce any rights against the relevant Obligor in respect of a Purchased Receivable to the extent permitted by the terms of that Purchased Receivable and to the extent that it is consistent with the Servicing Guidelines).

Subject to the exceptions described in Section 10.4 ("Servicing Deed"), the Servicer has agreed under the Servicing Deed to indemnify the Issuer against any Loss which the Issuer incurs or suffers directly as a result of a failure by the Servicer to comply with its obligations under any Transaction Document of the Trust to which it is a party.

The Manager has also agreed under the Management Deed to comply with various obligations with respect the management of the Trust as described in Section 10.3 ("Management Deed"). These include (among others) obligations to direct the Issuer in relation to how to carry on the Trust Business and to carry on the day-to-day administration, supervision and management of the Trust Business of the Trust in accordance with the Transaction Documents for the Trust. Subject to the exceptions described in Section 10.3 ("Management Deed"), the Manager has agreed under the Management Deed to indemnify the Issuer against any Loss which the Issuer incurs or suffers directly as a result of a failure by the Manager to comply with its obligations under any Transaction Document of the Trust to which it is a party.

The ability of the Seller, the Servicer or the Manager to remedy a breach of representation and warranty or an obligation described above may depend (among other things) on the creditworthiness of the relevant party. If such a breach occurs and the Issuer is not fully compensated by the relevant party for losses suffered by the Issuer as a result of that breach, this may result in the Issuer having insufficient funds available to it to make full payments of interest and principal to the Noteholders.

***Information Memorandum responsibility***

Except as otherwise specified in this Information Memorandum, the Manager takes responsibility for this Information Memorandum, not the Issuer. As a result, in the event that a person suffers loss due to any such information contained in this Information Memorandum being inaccurate or misleading, or omitting a material matter or thing, that person will not have recourse to the Issuer or the Trust Assets.

### 3.3 Risk factors relating to the Purchased Receivables and Purchased Related Security

***The Trust Assets are limited***

The Trust Assets consist primarily of the Purchased Receivables and Purchased Related Securities.

If the Trust Assets are not sufficient to make payments of interest or principal in respect of the Notes in accordance with the Cashflow Allocation Methodology, then payments to Noteholders will be reduced.

Accordingly a failure by Obligors to make payments on the Purchased Receivables when due may result in the Issuer having insufficient funds available to it to make full payments of interest and principal to the Noteholders. Consequently, the yield on the Notes could be lower than expected and Noteholders could suffer losses.

***Risks of equitable assignment***

The Purchased Receivables will initially be assigned by the Seller to the Issuer in equity. If the Issuer declares that a Title Perfection Event has occurred the Issuer or the Manager may, under the Sale Deed, require the Seller to take certain steps reasonably required to protect or perfect the Issuer's interest in and title to the Purchased Receivables and Purchased Related Security, including giving notice of the Issuer's interest in and title to the Purchased Receivables and Purchased Related Security to the Obligors.

Until such time as a Title Perfection Event has occurred, the Issuer must not take any steps to perfect legal title and, in particular, it will not notify any Obligor of its interest in the Purchased Receivables.

The initial equitable assignment of the Purchased Receivables and associated delay in the notification to an Obligor of the Issuer's interest in the Purchased Receivables may have the following consequences:

(a) the Obligor will be entitled to make payments and obtain a good discharge from the holder of the legal title rather than directly to, and from, the Issuer. As the Issuer will not have the right to give notice of assignment to the Obligor until a Title Perfection Event has occurred, there is, therefore, a risk that an Obligor may make payments to the Seller after the Seller has become insolvent, but before the Obligor receives notice of assignment of the relevant Purchased Receivable. These payments may not be able to be recovered by the Issuer. Upon the giving of notice of the assignment to the Obligor, however, subject to section 80(7) of the PPSA (described below), the Obligor will only be entitled to make payments and obtain a good discharge from the Issuer. One mitigating factor is that the Seller is appointed as the initial Servicer of the Purchased Receivables and is obliged to deal with all moneys received from the Obligors in accordance with the Issue Supplement and to service those Purchased Receivables in accordance with the Servicing Deed, however this may be of limited benefit if the Seller is insolvent;

(b) rights of set-off or counterclaim may accrue in favour of the Obligor against its obligations under the Purchased Receivables which may result in the Issuer receiving less money than expected from the Purchased Receivables (see the risk factor entitled "*Set-off*" below). However, under the Purchased Receivables documents, Obligors agree to waive rights of set-off or counterclaim that they may have against ANZBGL;

(c) the Issuer's rights to any Purchased Receivable are subject to:

  (i) the terms of the Purchased Receivable between the relevant Obligor and the Seller, and any equity, defence, remedy or claim arising in relation to the Purchased Receivable (including a defence by way of a right of set-off); and

  (ii) any other equity, defence, remedy or claim of the relevant Obligor against the Seller (including a defence by way of a right of set-off) that arises from claims which are sufficiently closely connected to the Purchased Receivable, and otherwise, which accrue before the first time when payment by the relevant Obligor to the Seller no longer discharges the obligation of the relevant Obligor under subsection 80(8) of the PPSA to the extent of the relevant payment;

(d) the Issuer may have to join the Seller as a party to any legal action which the Issuer may wish to take against any related Obligor;

(e) the Issuer's interest in the Purchased Receivable may become subject to the interests of third parties created after the creation of the Issuer's equitable interest but prior to it acquiring a legal interest; and

(f) to effect a legal assignment of the Purchased Receivables will require:

(i) the execution of a further instrument in writing by the Seller in accordance with section 12 of the Conveyancing Act 1919 (NSW) or the applicable equivalent provision in each other Australian jurisdiction;

(ii) in relation to each Purchased Related Security which is a mortgage, the execution and registration of instruments of transfer under the applicable real property legislation in the Australian jurisdictions; and

(iii) depending on the situs of the Purchased Receivable and Purchased Related Security, the payment of stamp duty on the transfer of the Purchased Receivable and Purchased Related Security.

Further, unless the relevant Obligor has otherwise agreed, a modification of, or substitution for, the Purchased Receivable between an Obligor and the Seller is effective against the Issuer if:

(a) the relevant Obligor and the holder of the legal title have acted honestly in modifying or substituting the relevant Purchased Receivable;

(b) the manner in which the modification or the substitution is made is commercially reasonable; and

(c) the modification or substitution does not have a material adverse effect on:

(i) the Issuer's rights under the relevant Purchased Receivable; or

(ii) the ability of the Seller to perform the relevant Purchased Receivable.

In addition, section 80(7) of the PPSA provides that an Obligor will be entitled to make payments and obtain a good discharge from the holder of the legal title rather than directly to, and from, the Issuer until such time as the Obligor receives a notice of the assignment that complies with the requirements of section 80(7)(a) of the PPSA, including, without limitation, a statement that payment is to be made to the Issuer, unless the Obligor requests the Issuer to provide proof of the assignment and the Issuer fails to provide that proof within 5 business days of the request, in which case the Obligor may continue to make payments to the Seller. Accordingly, an Obligor may nevertheless make payments to the Seller and obtain a good discharge from the Seller notwithstanding the legal assignment of a Purchased Receivable to the Issuer, if the Issuer fails to comply with these requirements.

***Set-off risk***

The Purchased Receivables can only be sold free of set-off to the Issuer to the extent permitted by law. The consequence of this is that if an Obligor in connection with the Purchased Receivable has funds standing to the credit of an account with ANZBGL or amounts are otherwise payable to such a person by ANZBGL, that person may have a right on the enforcement of the Purchased Receivable or Purchased Related Security or on the insolvency of ANZBGL to set-off ANZBGL's liability to that person in reduction of the amount owing by that person in connection with the Purchased Receivable.

If ANZBGL becomes insolvent, it can be expected that Obligors will exercise their set-off rights to a significant degree.

To the extent that, on the insolvency of ANZBGL, set-off is claimed in respect of deposits, the amount available for payment to the Noteholders may be reduced to the extent that those claims are successful.

***Delinquency and default risk***

The failure by Obligors to make payments on the Purchased Receivables when due may ultimately result in the Issuer having insufficient funds available to it to make full payments of interest and principal to the Noteholders.

The Issuer's obligation to pay interest and to repay principal in respect of the Offered Notes is limited to:

(a) the Collections in respect of the Purchased Receivables and Purchased Related Securities;

(b) receipts from any Authorised Investments; and

(c) in the case of interest payments to Noteholders only, the amount available under the Liquidity Facility.

There can be no assurance that delinquency and default rates affecting the Purchased Receivables will remain in the future at levels corresponding to historic rates for assets similar to the Purchased Receivables. A failure by an Obligor to make payments on the Purchased Receivables could be due to a variety of factors, many of which cannot be predicted as at the date of this Information Memorandum. Some of these factors may include economic events, such as a downturn in the Australian economy, an increase in unemployment, an increase in interest rates or any combination of these. The origination, lending and underwriting, administration, arrears and enforcement policies and procedures of the Seller and Servicer are subject to continuous review and amendment by the Seller and Servicer. Some Seller and Servicer processes rely on information or documents provided by Obligors and their agents, including in relation to income, indebtedness and expenses. Conduct by Obligors or their agents, such as fraud or deception, could affect delinquency and default rates. Isolated incidents of fraud and deception by borrowers or their agents have occurred in the industry (including incidents affecting ANZBGL). Increased delinquency and default rates on the Purchased Receivables may ultimately cause losses of the Notes.

If an Obligor defaults on payments under a Purchased Receivable and the Servicer, on behalf of the Issuer, enforces the Purchased Receivable and takes possession of the relevant Property, many factors may affect the price at which the Property is sold and the length of time taken to complete that sale. Any delay or loss incurred in this process may affect the ability of the Issuer to make payments, and the timing of those payments, in respect of the Offered Notes, notwithstanding any amounts that may be claimed under the Lenders Mortgage Insurance Policies or be available under the Liquidity Facility.

***Lenders mortgage insurance policies may not be available to cover all losses on the applicable Purchased Receivables***

Lenders Mortgage Insurance Policies cover 11.86% of the Receivables Pool (by loan balance as at 31 May 2019). The Lenders Mortgage Insurance Policies are subject to some exclusions from coverage and rights of termination that may allow the Mortgage Insurer to reduce a claim or terminate lenders mortgage insurance cover in respect of a Purchased Receivable in certain circumstances. Any such reduction or termination may affect the ability of the Issuer to pay principal and interest on the Notes.

ANZ Lenders Mortgage Insurance Pty Limited, which is a wholly-owned subsidiary of ANZBGL, is acting as the Mortgage Insurer with respect to the Lenders Mortgage Insurance Policies. The availability of funds under the Lenders Mortgage Insurance Policies with the Mortgage Insurer will ultimately be dependent on the financial strength of the Mortgage Insurer.

Therefore, an Obligor's payments that are expected to be covered by a Lenders Mortgage Insurance Policy may not be covered because of the exclusions referred to above or because of financial difficulties impeding the Mortgage Insurer's ability to perform its obligations. There is no guarantee that the Mortgage Insurer will promptly make payment under any Lenders Mortgage Insurance Policy or that the Mortgage Insurer will have the necessary financial capacity to make any such payment at the relevant time.

Substantial delays could be encountered in connection with the enforcement of a Purchased Receivable or Purchased Related Security and result in shortfalls in distributions to Noteholders to the extent not covered by the Lenders Mortgage Insurance Policy or if the Mortgage Insurer fails to perform its obligations. Further, enforcement expenses such as legal fees, real estate taxes and maintenance and preservation expenses (to the extent not covered by the Lenders Mortgage Insurance Policy) will reduce the net amounts recoverable by the Issuer from an enforced Purchased Receivable or Purchased Related Security.

In the event that any Property fails to provide adequate security for the relevant Purchased Receivable, Noteholders could experience a loss to the extent the loss was not covered by the Lenders Mortgage Insurance Policy or if the relevant Mortgage Insurer failed to perform its obligations under the relevant Lenders Mortgage Insurance Policy.

***Building insurance may not be in place which may affect the value of those Properties in the Purchased Receivables and what may be recovered if the security over those Properties is required to be enforced***

The terms of ANZBGL's loans in the Purchased Receivables require the Obligors to have in place building insurance for the Property. However, ANZBGL does not in every case verify at the time of origination of the Receivables or on an on-going basis that the Obligor has in place building insurance for the Property (and none of the Manager, the Servicer or the Issuer is required to undertake such verification). ANZBGL relies on the Obligor complying with the insurance covenant in the loan terms. Accordingly, to the extent that Obligors do not comply with the insurance covenants, there is a risk that certain Properties in the Purchased Receivables are not insured, which may affect the value of those Properties in the Purchased Receivables and what might be recovered if the security over those Properties is required to be enforced when the Properties have been damaged or destroyed by an event which is ordinarily insurable.

***The Servicer's ability to change the features of the Purchased Receivables may affect the payment on the Notes***

The features of the Purchased Receivables may be changed by ANZBGL, either on its own initiative or at the Obligor's request. Additional features in relation to a Purchased Receivable which are not described in Section 8.1 ("Origination of the Receivables") may be offered by the Seller or features that have been previously offered may cease to be offered by the Seller and any fees or other conditions applicable to such features may be added, removed or varied by the Seller. As a result of these changes and payments of principal by Obligors, the concentration of Purchased Receivables with specific characteristics is likely to change over time, which may affect the timing and amount of payments investors receive.

If ANZBGL changes the features of the Purchased Receivables or fails to offer desirable features offered by their competitors, Obligors might elect to refinance their loan with another lender to obtain more favourable features. In addition, the Purchased Receivables included in the Trust are not permitted to have some features. If an Obligor chooses to add one of these features to his or her Purchased Receivable that Purchased Receivable may in some circumstances be repurchased by ANZBGL or otherwise repaid and removed from the Trust (together with any other Purchased Receivables secured by the same Purchased Related Security), as discussed further in Section 4.9 ("Obligor-requested Ineligible Features"). The removal of Purchased Receivables from the Trust could cause investors to experience higher rates of principal prepayment than investors expected, which could affect the yield on Notes.

***Hardship cases may result in Investors not receiving their full interest payments***

In respect of Purchased Receivables where a customer is in financial difficulty, the Servicer may permit or require modification of loan contracts to, among other things, allow capitalisation of arrears, conversion to interest only, reduce interest margins and/or extend the loan term (see Section 8.2 ("Servicing of the Receivables")), subject to applicable law, the Servicing Guidelines and the Transaction Documents. If this affects a significant number of Obligors at the same time, the Issuer may not have sufficient funds to pay Noteholders the full amount of interest on the Notes on the next Payment Date and the rate of repayment of principal may also be affected.

***The expiration of fixed rate interest periods may result in significant repayment increases and hence increased Obligor defaults***

If Purchased Receivables are or become subject to a fixed rate of interest, the fixed rates for those Purchased Receivables will be set for a shorter time period (generally not more than 10 years) than the life of the loan (generally up to 30 years). Once the fixed rate period expires, the applicable variable rate may be higher than the previous fixed rate, which in turn may lead to increased defaults and/or principal prepayments by Obligors.

***The Servicer's ability to set the interest rate on variable-rate Purchased Receivables may lead to increased delinquencies or prepayments***

The interest rates on the variable-rate Purchased Receivables are not tied to an objective interest rate index, but are set at the sole discretion of the Servicer (other than as described in Section 4.6 ("Variable Rate Purchased Receivables and the Threshold Rate")). If the Servicer increases the interest rates on the variable-rate Purchased Receivables, Obligors may be unable to make their required payments under the Purchased Receivables, and accordingly, may become delinquent or may default on their payments. In addition, if the interest rates are raised above market interest rates, Obligors may refinance their loans with another lender to obtain a lower interest rate. This could cause higher rates of principal prepayment than Noteholders expected and affect the yield on the Notes.

***The Seller's ability to amend or revise the Servicing Guidelines may lead to a delay or reduction in payments received***

The Servicer and the Manager may amend or revise the Servicing Guidelines in the manner described in Section 10.4 ("Servicing Deed"). Subject to the restrictions described in Section 10.4 ("Servicing Deed"), this could lead to a delay or reduction in the payments received by the Noteholders and may adversely affect the ability of the Issuer to meet its obligations.

***Enforcement of Purchased Receivables can involve substantial costs and delays***

In order to enforce the Purchased Receivables in certain situations, a court order or other judicial or administrative proceedings may be needed in order to establish the Obligor's obligation to pay and to enable a sale by executive measures. Such proceedings may involve substantial legal costs and delays before the Servicer is able to enforce such Purchased Receivable. Furthermore, pursuant to the Servicing Deed, in determining whether to take enforcement action in respect of a Purchased Receivable the Servicer may exercise such discretion as would a Prudent Servicer in applying the Servicing Guidelines of that Trust to any defaulting Obligor. See Section 10.4 ("Servicing Deed") for further details regarding the Servicer's obligations with respect to enforcement of Purchased Receivables. For information regarding ANZBGL's current servicing procedures, see Section 8.2 ("Serving of the Receivables").

***Remedial action by ANZBGL in relation to Purchased Receivables may affect the timing or amount of payments received by Noteholders***

In certain situations, ANZBGL may be required or determine it appropriate to undertake remediation in relation to a Purchased Receivable (which could include, for example, providing refunds or otherwise compensating the Obligor and, where appropriate, making adjustments to amounts due from the Obligor). The situations in which ANZBGL may undertake remediation include, but are not limited to, situations where there may have been non-compliance by ANZBGL with the Receivable Terms applicable to a Purchased Receivable or applicable laws or regulations.

Under the Transaction Documents, if the circumstances giving rise to remediation constitute a breach by ANZBGL of its representations and warranties as Seller (as set out in Section 4.3 ("Representations and warranties")), ANZBGL may be required to repurchase the Purchased Receivable from the Trust (if notice of the breach is given prior to the Final Cut-Off Date and is not remedied to the satisfaction of the Issuer within the Remedy Period) or to pay damages to the Issuer (not exceeding the Outstanding Principal Balance plus any accrued but unpaid interest in respect of the relevant Purchased Receivable at the time of payment of the damages) as discussed in Section 3.2 ("Risk factors relating to the transaction parties") and Section 4.4 ("Remedy for misrepresentations"). If the circumstances giving rise to remediation constitutes a breach by ANZBGL

of its obligations as Servicer, ANZBGL may be required, in accordance with the Servicing Deed, to indemnify the Issuer against any Loss which the Issuer incurs or suffers directly as a result of that breach. See Section 10.4 ("Servicing Deed") for further details.

In some circumstances, ANZBGL will reimburse the relevant Obligor by treating the amount of that reimbursement as a payment on behalf of the Obligor of interest, principal or other amounts payable by the Obligor under the relevant Purchased Receivable. If this occurs, any such payment or adjustment by ANZBGL will be treated as Collections received by ANZBGL as Servicer. Any such Collections, or the repurchase of a Purchased Receivable or the payment of damages or other compensation by ANZBGL as Seller or Servicer in accordance with the Transaction Documents, may affect the timing or amount of payments of interest and principal on the Notes.

***Processing errors with regard to fortnightly payments***

In the course of recent internal reviews of its operations, ANZBGL has identified processing errors due to certain system and process issues relating to some home loans and related products in the portfolio of the Australia Division of ANZBGL.

In the case of the Receivables, these issues consist of errors in the calculation of required payments on home loans and related products under which the Obligor has elected to make payments on a fortnightly basis. These Receivables constitute approximately 14% of the Receivables in the Receivables Pool as at 31 May 2019 ("**Affected Receivables**") and the estimated total remediation in respect of the Affected Receivables is expected to be immaterial and approximately $2,000 in aggregate. For the avoidance of doubt, this percentage is specific to the Receivables Pool and is not necessarily representative or indicative of the wider portfolio of the Australia Division of ANZBGL. ANZBGL may remediate affected Obligors by measures that include refunding amounts incorrectly charged. ANZBGL does not consider that these errors, or their consequences, would be materially prejudicial to an investor or potential investor in the Offered Notes.

Nothing in this disclosure qualifies ANZBGL's representations, warranties and obligations as Seller and Servicer and any rights which the Issuer may have against ANZBGL (as outlined above) to the extent that such errors give rise to a breach by ANZBGL of its representations, warranties or obligations as Seller or Servicer.

***Changes in classifications for residential mortgage loans***

The current classification of ANZBGL's residential mortgage loans, as reported to regulators and the market, is generally determined during the loan origination process (i.e., loan application, processing and funding), based on information provided by the customer or subsequently when a customer requests changes to the loan.

Classification of residential mortgage loans, including with respect to the Receivables Pool, may change due to:

(a) incorrect classification at origination - to the extent that customers inaccurately advise ANZBGL of their circumstances at origination, there is a risk that loans may be incorrectly classified, and such loans may be reclassified;

(b) changes in customer circumstances - ongoing appropriateness of a given classification relies on the customer's obligation to advise ANZBGL of any changes in the customer's circumstances and on ANZBGL's ability to independently validate the information provided by its customers. To the extent that customers advise of any changes in their circumstances or when ANZBGL makes such a determination based on its verification processes, a loan may be reclassified; and

(c) regulatory or other changes - the criteria for loan classifications, and their interpretation, may change in the future for one or more reporting purposes, which may affect the classification of certain loans; and

(d) changes in the Servicer's systems and processes.

Incorrect classification or re-classification of loans may affect a customer's ability to meet required repayments, such as when an owner-occupied property loan is re-classified to an investment property loan, which may attract a higher interest rate. The inability of customers to meet repayment obligations on re-classified loans may increase the risk of default on such loans, which, in relation to loans which are Purchased Receivables, may adversely affect the amount or timing of payments of interest and principal on the Notes.

***Geographic concentration***

Section 14 ("Pool Summary") contains details of the geographic concentration of the Receivables Pool as of 31 May 2019. To the extent that the Trust contains a high concentration of Purchased Receivables secured by properties located within a single state or region within Australia, any deterioration in the real estate values or the economy of any of those states or regions could result in higher rates of delinquencies, foreclosures and losses than expected on the Purchased Receivables. In addition, these states or regions may experience natural disasters, which may not be fully insured against and which may result in property damage and losses on the Purchased Receivables. These events may in turn have a disproportionate impact on funds available to the Trust, which could cause investors to suffer losses.

***Seasoning of Purchased Receivables***

Section 14 ("Pool Summary") contains details of the seasoning of the Purchased Receivables as of 31 May 2019. As of that date, some of the Purchased Receivables may not be fully seasoned and may display different characteristics until they are fully seasoned. As a result, the Trust may experience higher rates of defaults than if the Purchased Receivables had been outstanding for a longer period of time.

### 3.4 Risk factors relating to security

***Enforcement of General Security Deed***

If an Event of Default occurs while any Notes are outstanding, the Security Trustee may and, if directed to do so by an Extraordinary Resolution of Voting Secured Creditors, must, declare all amounts outstanding under the Notes immediately due and payable and enforce the General Security Deed in accordance with the terms of the General Security Deed and the Security Trust Deed. That enforcement may include the sale of the Trust Assets.

No assurance can be given that the Security Trustee will be in a position to sell the Trust Assets for a price that is sufficient to repay all amounts outstanding in relation to the Notes and other secured obligations that rank ahead of or equally with the Notes.

Neither the Security Trustee nor the Issuer will have any liability to the Secured Creditors in respect of any such deficiency (except in the limited circumstances described in the General Security Deed).

***Personal Property Securities regime***

A national personal property securities regime commenced operation throughout Australia on 30 January 2012 pursuant to the Personal Property Securities Act 2009 (Cth) ("**PPSA**"). The PPSA established a national system for the registration of security interests in personal property and introduced rules for the creation, priority and enforcement of security interests in personal property.

Security interests for the purposes of the PPSA include traditional securities such as charges and mortgages over personal property. However, they also include transactions that, in substance, secure payment or performance of an obligation (referred to as "in substance" security interests), including transactions that were not regarded as securities under the law that existed prior to the introduction of the PPSA. Further, certain other interests are deemed to be security interests whether or not they secure payment or performance of an obligation - these deemed security interests include assignments of receivables.

A person who holds a security interest under the PPSA will need to register (or otherwise perfect) the security interest within a limited period of time to ensure that the security interest has priority over

competing interests (and in some cases, to ensure that the security interest survives the insolvency of the grantor). If they do not do so, the consequences include the following:

- another security interest may take priority;
- another person may acquire an interest in the assets which are subject to the security interest free of their security interest; and
- they may not be able to enforce the security interest against a grantor who becomes insolvent (because the security interest will vest in the grantor).

Under the General Security Deed, the Issuer grants a security interest over all the Trust Assets in favour of the Security Trustee to secure the payment of moneys owing to the Secured Creditors (including, among others, the Noteholders).

The security granted by the Issuer under the General Security Deed is a security interest under the PPSA. The assignment of the Purchased Receivables by the Seller to the Issuer is also a security interest under the PPSA. The Transaction Documents may also contain other security interests. The Issuer and the Security Trustee have agreed to comply with directions from the Manager in relation to the registration of security interests under the Transaction Documents.

Under the General Security Deed, the Issuer has agreed to not do anything to create any Encumbrances over the Trust Assets (other than those which arise under any Transaction Document or which are expressly permitted under any Transaction Document or to which the Security Trustee consents at the direction of an Extraordinary Resolution of the Voting Secured Creditors).

However, under Australian law:

- dealings by the Issuer with the Purchased Receivables in breach of such undertaking may nevertheless have the consequence that a third party acquires title to the relevant Purchased Receivables free of the security interest created under the General Security Deed or another security interest over such Purchased Receivables has priority over that security interest; and
- contractual prohibitions upon dealing with the Purchased Receivables (such as those contained in the General Security Deed) will not of themselves prevent a third party from obtaining priority or taking such Purchased Receivables free of the security interest created under the General Security Deed (although the Security Trustee would be entitled to exercise remedies against the Issuer in respect of any such breach by the Issuer).

Whether this would be the case, depends upon matters including the nature of the dealing by the Issuer, the particular Purchased Receivable concerned and the agreement under which it arises and the actions of the relevant third party.

***Voting Secured Creditors must act to effect enforcement of the General Security Deed***

If an Event of Default occurs and is continuing, the Security Trustee must convene a meeting of the Secured Creditors to obtain directions as to what actions the Security Trustee is to take under the General Security Deed and the Security Trust Deed. Any meeting of Secured Creditors will be held in accordance with the terms of the Security Trust Deed. However, only the Voting Secured Creditors are entitled to vote at a meeting of Secured Creditors or to otherwise direct or give instructions or approvals to the Security Trustee in accordance with the Transaction Documents.

Accordingly, if the Voting Secured Creditors have not directed the Security Trustee to do so, enforcement of the General Security Deed will not occur, other than where in the opinion of the Security Trustee, the delay required to obtain instructions from the Voting Secured Creditors would be materially prejudicial to the interests of those Voting Secured Creditors and the Security Trustee has determined to take action (which may include enforcement) without instructions from them.

If at any time there is a conflict between a duty the Security Trustee owes to a Secured Creditor, or a class of Secured Creditor, of the Trust and a duty the Security Trustee owes to another Secured

Creditor, or class of Secured Creditor, of the Trust, the Security Trustee must give priority to the duties owing to the Voting Secured Creditors.

### 3.5 Risk factors relating to legal and regulatory risks

***Australian Taxation***

A summary of certain material tax issues is set out in Section 11 ("Australian Taxation").

***Consumer protection laws and codes may affect the timing or amount of interest or principal payments to Noteholders***

*National Credit Legislation*

The National Credit Legislation (which includes the National Credit Code) applies in relation to some of the Purchased Receivables and Purchased Related Securities.

The National Credit Legislation requires anyone that engages in a credit activity, including by providing credit or exercising the rights and obligations of a credit provider, to be appropriately authorised to do so. This requires those persons to either hold an Australian Credit Licence, be exempt from this requirement or be a credit representative of a licensed person.

The National Credit Legislation imposes a range of disclosure and conduct obligations on persons engaging in a credit activity. For example any increase of the credit limit of a regulated loan must be considered and made in accordance with the responsible lending obligations of the National Credit Legislation.

The responsible lending obligations under the National Credit Legislation are broadly expressed. In recent years, there has been a number of Australian Federal Court decisions, regulatory guidance from ASIC and action which ASIC has taken against licensees, including issuing infringement notices. The practical effect of these developments, among other things, is that the interpretation of, and guidance in relation to, these obligations can change, particularly in respect of whether a credit licensee has taken sufficient steps to comply with its responsible lending obligations.

Failure to comply with the National Credit Legislation may mean that court action is brought by the Obligor or by ASIC to:

- grant an injunction preventing a regulated Purchased Receivable from being enforced (or any other action in relation to the Purchased Receivable) if to do so would breach the National Credit Legislation;
- order compensation to be paid for loss or damage suffered (or likely to be suffered) as a result of a breach of a civil penalty provision or a criminal offence in the National Credit Legislation;
- if a credit activity has been engaged in without a licence and no relevant exemption applies, an order it considers appropriate so that no profiting can be made from the activity, to compensate for loss and to prevent loss. This could include an order declaring a contract, or part of a contract, to be void, varying the contract, refusing to enforce, ordering a refund of money or return of property, payment for loss or damage or being ordered to supply specified services;
- vary the terms of the Purchased Receivable on the grounds of hardship;
- vary the terms of the Purchased Receivable, or a change to such documents, that are unjust, and reopen the transaction that gave rise to the Receivable or the change;
- reduce or annul any interest rate payable on the Purchased Receivable which is unconscionable;

- declare that certain provisions of the Purchased Receivable or Purchased Related Security which are in breach of the legislation are void or unenforceable from the time it was entered or at any time on and after a specified day before the order is made;

- obtain restitution or compensation from the credit provider in relation to any breach of the National Credit Legislation in relation to the Purchased Receivable or Purchased Related Security; or

- seek various remedies for other breaches of the National Credit Legislation.

Applications may also be made to a relevant external dispute resolution schemes which generally have the power to resolve disputes where the amount in dispute is below the relevant threshold. The threshold is currently A$1,000,000 for most types of disputes (certain disputes have a higher, and in some cases, unlimited threshold amount). There is no ability for a lender to appeal from an adverse determination by an external dispute resolution scheme, including on the basis of bias, manifest error or want of jurisdiction.

Any such order (by a court or external dispute resolution scheme) may affect the timing or amount of interest, fees or charges, or principal payments repayments under the relevant Purchased Receivable (which might in turn affect the timing or amount of interest or principal payments under the Notes).

Where a systemic contravention affects multiple Purchased Receivables, there is a risk of a representative or class action under which a civil penalty could be imposed in respect of all affected Purchased Receivable contracts.

Under the National Credit Legislation, ASIC will have standing to represent the public interest and be able to make an application to vary the terms of a contract or class of contracts on grounds, including hardship or unjust terms, if this is in the public interest. Breaches of the National Credit Legislation may also lead to civil penalties or criminal fines being imposed on the Seller, for so long as it holds legal title to the Purchased Receivables and the Purchased Related Securities. If the Issuer acquires legal title, it will then become primarily responsible for compliance with the National Credit Legislation. The amount of any civil penalty payable by the Seller may be set off against any amount payable by the Obligor under the Purchased Receivables.

The Issuer will be indemnified out of the Trust Assets for liabilities it incurs under the National Credit Legislation. Where the Issuer is held liable for breaches of the National Credit Legislation, the Issuer must seek relief initially under any indemnities provided to it by the Manager, the Servicer or the Seller before exercising its rights to be indemnified against any Trust Assets.

The Seller will give certain representations and warranties that the Purchased Receivables and Purchased Related Securities complied in all material respects with all applicable laws when those mortgages were entered into. The Servicer has also undertaken to comply with the National Credit Legislation in carrying out its obligations under the Transaction Documents.

In certain circumstances the Issuer may have the right to claim damages from the Seller or the Servicer, as the case may be, where the Issuer suffers loss in connection with a breach of the National Credit Legislation which is caused by a breach of the relevant representation or undertaking made or given by the Seller in the Sale Deed or the Servicer in the Servicer Deed (as applicable).*Unfair Terms*

In certain circumstances, where the terms of the Purchased Receivable have been entered into by an individuals, their terms may be subject to review under Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth) ("**National Unfair Terms Regime**") and/or Part 2B of the Fair Trading Act 1999 (Vic) ("**Victorian Unfair Terms Regime**") for being unfair.

Under the National Unfair Terms Regime, a term of a standard-form consumer contract or a small business contract will be unfair, and therefore void, if it causes a significant imbalance in the parties' rights and obligations under the contract and is not reasonably necessary to protect the supplier's legitimate interests and it would cause financial or non-financial detriment to a party if it was relied on. A consumer contract is one with a natural person, whose use of what is provided under the contract is predominantly for personal, domestic or household use or consumption. A small business contract is

one where at the time the contract is entered into, at least one party to the contract is a business that employs fewer than 20 persons and either:

- the upfront price payable under the contract is $300,000 or less; or
- the contract has a duration of more than 12 months and the upfront price payable under the contract does not exceed $1,000,000.

A term that is unfair will be void, however, in such a case, the contract will continue if it is capable of operating without the unfair term. Under the Victorian Unfair Terms Regime, a term in a consumer contract would be unfair and therefore void if it is a prescribed unfair term or if a court or Tribunal determines that in all the circumstances it causes a significant imbalance in the parties' rights and obligations arising under the contract to the detriment of the consumer.

The National Unfair Terms Regime commenced on 1 July 2010 while the application of the Victorian Unfair Terms Regime to credit contracts commenced in June 2009. The Victorian Unfair Terms Regime and/or the National Unfair Terms Regime may apply to Purchased Receivables, depending on when the Purchased Receivables were entered into. However, the Victorian Unfair Terms Regime ceased applying to new contracts from 1 January 2011.

Purchased Receivables and related mortgages and guarantees entered into before the application of either the Victorian Unfair Terms Regime or the National Unfair Terms Regime will become subject to the National Unfair Terms Regime going forward if those contracts are renewed or a term is varied (although, where a term is varied, the regime only applies to the varied term).

Any finding that a term of a Purchased Receivable is unfair and, as a consequence, void may, depending on the relevant term, affect the timing or amount of principal repayments under the relevant Purchased Receivable which may in turn affect the timing or amount of interest and principal repayments under the Notes.

***Australian Anti-Money Laundering and Counter-Terrorism Financing Regime***

*The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("**AML/CTF Act**") regulates the anti-money laundering and counter-terrorism financing obligations on financial services providers.* An entity that provides "designated services" at or through a permanent establishment in Australia must comply with the obligations set out in the AML/CTF Act. The AML/CTF Act contains a range of designated services including:

- opening or providing an account, allowing any transaction in relation to an account where the account provider is an authorised deposit-taking institution, bank, building society or credit union;
- in the capacity of an agent of a person, acquiring or disposing of securities;
- issuing or selling a security in the course of carrying on a business of issuing or selling securities; and
- exchanging one currency for another, where the exchange is provided in the course of carrying on a currency exchange business.

The obligations placed on an entity include, among other things, registering with the Australian Transaction Reports and Analysis Centre, lodging an annual compliance certificate, implementing an Anti-Money Laundering and Counter-Terrorism Financing Program that complies with the requirements set out in the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No 1) (Cth) (these requirements include a requirement to implement a training program, undertake employee due diligence and conduct a regular review of the program, and monitor and report certain transactions including suspicious transactions over $10,000 and international funds transfer instructions). Until the obligations have been met, an entity will be prohibited from providing funds or services to a party or making any payments on behalf of a party.

Australia also implements sanctions laws under the *Autonomous Sanctions Act 2011* (Cth) and *Charter of the United Nations Act 1945* (Cth) that prohibit a person from entering into certain transactions (e.g., making a loan or making payments) to persons and entities that have been listed on the Australian sanctions list maintained by the Department of Foreign Affairs and Trade, or that are controlled, owned or acting at the direction of someone on this list. Australian sanctions laws also prohibit the provision of certain services (including financial services) to sanctioned jurisdictions.

The obligations placed upon an entity could affect the services of an entity or the funds it provides and ultimately may result in a delay or decrease in the amounts received by a Noteholder.

***European Union Risk Retention & Due Diligence Requirements and other regulatory initiatives***

European Union ("**EU**") legislation comprising Regulation (EU) 2017/2402 (as amended, the "**EU Securitisation Regulation**") and certain related regulatory technical standards, implementing technical standards and official guidance (together, the "**EU Due Diligence and Retention Rules**") imposes certain restrictions and obligations with regard to securitisations (as such term is defined for purposes of the EU Securitisation Regulation). The EU Due Diligence and Retention Rules are in force throughout the EU (and are expected also to be implemented in the non-EU member states of the European Economic Area) in respect of securitisations the securities of which were issued (or the securitisation positions of which were created) on or after 1 January 2019.

The EU Due Diligence and Retention Rules impose certain requirements with respect to originators, original lenders, sponsors and securitisation special purpose entities which are (i) supervised in the EU pursuant to specified EU financial services legislation, or (ii) established in the EU ("**EU Obliged Entity**"). Neither ANZBGL nor the Issuer is a EU Obliged Entity.

However, Investors should be aware that Article 5 of the EU Securitisation Regulation, places certain conditions (the "**EU Investor Requirements**") on investments in securitisations (regardless of whether there is an EU Obliged Entity that is party to the securitisation transaction) by "institutional investors" (as such term is defined for the purposes of the EU Securitisation Regulation), being persons of the following types which are supervised in the EU in respect of the relevant activities (each an "**EU Institutional Investor**"): (a) a credit institution or an investment firm as defined in and for purposes of Regulation (EU) No 575/2013, as amended, known as the Capital Requirements Regulation (the "**CRR**") (or a consolidated affiliate thereof, as provided by Article 14 of the CRR), (b) an insurance undertaking or a reinsurance undertaking as defined in Directive 2009/138/EC, as amended, known as Solvency II, (c) an alternative investment fund manager as defined in Directive 2011/61/EU that manages or markets alternative investment funds in the EU, (d) an undertaking for collective investment in transferable securities ("**UCITS**") management company, as defined in Directive 2009/65/EC, as amended, known as the "UCITS Directive", or an internally managed UCITS, which is an investment company that is authorised in accordance with that Directive and has not designated such a management company for its management, and (e) with certain exceptions, an institution for occupational retirement provision ("**IORP**") falling within the scope of Directive (EU) 2016/2341, or an investment manager or an authorised entity appointed by such an institution for occupational retirement provision as provided in that Directive.

Prior to investing in (or otherwise holding an exposure to) a securitisation, an EU Institutional Investor other than the originator, sponsor or original lender (each as defined in the EU Securitisation Regulation) must, among other things: (a) verify that, where the originator or original lender is established in a third country (that is, not within the EU or the EEA), the originator or original lender grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness, (b) verify that, if established in a third country, the originator, sponsor or original lender retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5%, determined in accordance with Article 6 of the EU Securitisation Regulation, and discloses the risk retention to institutional investors, (c) verify that the originator, sponsor or securitisation special purpose entity ("**SSPE**") has, where applicable, made available the information required by Article 7 of the EU Securitisation Regulation (which sets out transparency requirements for originators, sponsors and SSPEs), and (d) carry out a due-diligence assessment which enables the EU Institutional Investor to assess the risks involved, considering at least (i) the risk characteristics of the securitisation position

and the underlying exposures, and (ii) all the structural features of the securitisation that can materially impact the performance of the securitisation position.

While holding a securitisation position, an EU Institutional Investor must also (a) establish appropriate written procedures in order to monitor, on an ongoing basis, its compliance with the foregoing requirements and the performance of the securitisation position and of the underlying exposures, (b) regularly perform stress tests on the cash flows and collateral values supporting the underlying exposures, (c) ensure internal reporting to its management body to enable adequate management of material risks, and (d) be able to demonstrate to its regulatory authorities that it has a comprehensive and thorough understanding of the securitisation position and its underlying exposures and has implemented written policies and procedures for managing risks of the securitisation position and maintaining records of the foregoing verifications and due diligence and other relevant information.

If any EU Institutional Investor fails to comply with the EU Investor Requirements as described above, it may be subject (where applicable) to an additional regulatory capital charge with respect to any securitisation position acquired by it or on its behalf, and it may be subject to other regulatory sanctions.

Certain aspects of the requirement for an originator, sponsor or original lender to retain a material net economic interest in accordance with Article 6 of the EU Securitisation Regulation are to be further specified in regulatory technical standards to be adopted by the European Commission as a delegated regulation. Such regulatory technical standards have not yet been adopted by the European Commission or published in final form. It remains unclear, in certain respects, what will be required for EU Institutional Investors to demonstrate compliance with the EU Investor Requirements.

On the Closing Date and thereafter for so long as any Offered Notes remain outstanding, ANZBGL will agree to retain a material net economic interest in this securitisation transaction in accordance with the text of Article 6(1) of the EU Securitisation Regulation (the "**EU Retention**").

As at the Closing Date, the EU Retention will be comprised of an interest in at least 100 randomly selected exposures equivalent (in total) to no less than 5% of the nominal value of the securitised exposures (where such non-securitised exposures would otherwise have been included in this securitisation transaction) are in accordance with Article 6(3)(c) of the EU Securitisation Regulation.

The EU Due Diligence and Retention Rules provide that an entity shall not be considered an "originator" (as defined for purposes of the EU Securitisation Regulation) if it has been established or operates for the sole purpose of securitising exposures. See Sections 8 ("Origination and Servicing of the Receivables") and 9.3 ("Australia and New Zealand Banking Group Limited – Seller, Servicer, Custodian, Derivative Counterparty and Liquidity Facility Provider") in this Information Memorandum for information regarding ANZBGL, its business and activities.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the requirements of the EU Due Diligence and Retention Rules (and any implementing rules in relation to a relevant jurisdiction); (ii) as to whether ANZBGL's holding of randomly selected exposures (as described above) would satisfy the EU Due Diligence and Retention Rules; and (iii) as to the sufficiency of the information described in this Information Memorandum, and which may otherwise be made available to investors, for the purposes of complying with the EU Due Diligence and Retention Rules. None of ANZBGL, the Arranger, the Lead Manager, the Dealer or any other party to the Transaction Documents (i) makes any representation that the EU Retention commitment and the information described in this Information Memorandum, or any other information which may be made available to investors, are sufficient in all circumstances for such purposes, (ii) has any liability to any prospective investor or any other person for any insufficiency of such information or any failure of the transactions contemplated in this Information Memorandum to comply with or otherwise satisfy the requirements of the EU Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements, or (iii) has any obligation to provide any further information or take any other steps that may be required by any investor to enable compliance by that investor with the requirements of the EU Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements.

Prospective investors are themselves responsible for monitoring and assessing changes to the EU Due Diligence and Retention Rules and their regulatory capital requirements. Each investor who may

be subject to the EU Due Diligence and Retention Rules should consult with their own legal and regulatory advisors to determine whether, and to what extent, the information described is sufficient for compliance by that investor with any applicable EU Due Diligence and Retention Rules. In the event that a regulator determines that the transaction did not comply or is no longer in compliance with the EU Due Diligence and Retention Rules or an investor has insufficient information to satisfy its due diligence and/or ongoing monitoring requirements under the EU Due Diligence and Retention Rules, then that investor may be required by its regulator to set aside additional capital against its investment in the Offered Notes or take other remedial measures in respect of its investment in the Offered Notes.

There can be no assurance that the regulatory capital treatment of the Notes for any investor will not be affected by any future implementation of, and changes to, the EU Due Diligence and Retention Rules or other regulatory or accounting changes.

***Japanese Retention Rules***

As part of its regulatory capital regulation of certain categories of Japanese investors investing in securitisation transactions, the Japanese Financial Services Agency has introduced amendments to Article 248 "Criteria for Judging Whether a Financial Institution's Own Capital is Sufficient in Light of Assets Held etc. under the Provisions of Article 14-2 of the Banking Act" (Notification No.19 of 2006, the Financial Services Agency) (the "**Japanese Retention Rules**"), which took effect from 31 March 2019.

As outlined in the section above entitled "European Union Risk Retention & Due Diligence Requirements and other regulatory initiatives", ANZBGL will retain a material net economic interest in this securitisation transaction in accordance with the text of Article 6(1) of the EU Securitisation Regulation. As at the Closing Date, such interest will be comprised of an interest in at least 100 randomly selected exposures equivalent (in total) to no less than 5% of the nominal value of the securitised exposures (where such non-securitised exposures would otherwise have been included in this securitisation transaction) in accordance with Article 6(3)(c) of the EU Securitisation Regulation. Neither ANZBGL nor any other party will take any additional action for the purposes of compliance with the Japanese Retention Rules.

Prospective investors who are subject to the Japanese Retention Rules should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Japanese Retention Rules; (ii) as to whether the EU Retention is sufficiently equivalent for the purposes of the Japanese Retention Rules; (iii) as to the sufficiency of the information described in this Information Memorandum; and (iv) as to their compliance with the Japanese Retention Rules.

***US Foreign Account Tax Compliance Act ("FATCA")***

The Foreign Account Tax Compliance Act provisions of the United States Hiring Incentives to Restore Employment Act of 2010 ("**FATCA**") establish a due diligence, reporting and withholding regime. FATCA aims to detect U.S. tax residents who use accounts with "foreign financial institutions" ("**FFIs**") to conceal income and assets from the United States Internal Revenue Service ("**IRS**").

Under FATCA, a 30 percent withholding tax may be imposed (i) in respect of certain payments of United States source income and (ii) from the date of the publication of final Treasury Regulations defining the term "foreign pass thru payments" (a term which has not yet been defined under FATCA), which are, in each case, paid to or in respect of entities (which may include the Trust or the Issuer) that fail to meet certain certification or reporting requirements ("**FATCA withholding**").

A FATCA withholding may be required if (i) an investor does not provide sufficient information for the Trust, the Issuer or any other financial institution through which payments on the Notes are made in order to determine whether the investor is subject to FATCA withholding or (ii) an FFI (to or through which payments on the Notes are made) is a "non-participating FFI".

FATCA withholding is not expected to apply if, in respect of foreign pass-thru payments only, the Notes are treated as debt for U.S. federal income tax purposes and the Notes and the payment is made under a grandfathered obligation, which is generally any obligation issued on or before the date that is six months after the date on which final regulations defining the term "foreign passthru payment" are filed with the U.S. Federal Register.

The Australian Government and U.S. Government signed an inter-governmental agreement on 28 April 2014 ("**Australian IGA**"). The Australian Government has enacted legislation which amended, among other things, the Taxation Administration Act 1953 of Australia to give effect to the Australian IGA ("**Australian IGA Legislation**") and that legislation ("**Australian IGA Legislation**") came into force on 30 June 2014.

Australian financial institutions which are Reporting Australian Financial Institutions under the Australian IGA must follow specific due diligence procedures to collect certain information from account holders (for example, the Noteholders) and provide the Australian Taxation Office ("**ATO**") with information on reportable financial accounts (for example, the Notes) held by U.S. persons and recalcitrant account holders and payments made to non-participating FFIs. The ATO is required to provide such information to the IRS. Consequently, Noteholders may be requested to provide certain information and certifications to the Trust, the Issuer and to any other financial institutions through which payments on the Notes are made in order for the Trust, the Issuer and such financial institutions to comply with their own FATCA obligations.

A Reporting Australian Financial Institution (which may include the Trust) that complies with its obligations under the Australian IGA will not generally be subject to FATCA withholding on amounts it receives, nor will it generally be required to deduct FATCA withholding from payments it makes in respect of the Notes, other than in certain prescribed circumstances.

In the event that any amount is required to be withheld or deducted from a payment on the Notes as a result of FATCA, no additional amounts will be paid by the Issuer as a result of this deduction or withholding. The Issuer (at the direction of the Manager) may determine that the Trust should or must comply with certain obligations as a result of the Australian IGA. As such, Noteholders will be required to provide any information or tax documentation that the Issuer (at the direction of the Manager) determines necessary to comply with FATCA, the Australian IGA and/or the Australian IGA Legislation. The Issuer's ability to satisfy such obligations will depend on each Noteholder providing, (or causing to be provided), any information and tax documentation, including information concerning the direct or indirect owners of such Noteholder, that the Issuer (at the direction of the Manager) determines necessary to satisfy such obligations.

Investors should consult their own tax advisers to determine how FATCA, the Australian IGA and the Australian IGA Legislation may apply to them under the Notes.

***Common Reporting Standard (CRS)***

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("**CRS**") requires certain financial institutions to report information regarding relevant accounts (which may include the Notes) to their local tax authority by following related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. Australia has enacted legislation ("**Australian CRS Legislation**") to require reporting financial institutions to obtain certifications from accountholders in respect of new accounts, including investment in securities, opened after 30 June 2017.

*Non-compliance with the Australian CRS Legislation could result in regulatory penalties.*

The Issuer (at the direction of the Manager) may determine that the Trust should or must comply with certain obligations as a result of the Australian CRS Legislation. As such, Noteholders will be required to provide any information or tax documentation that the Issuer (at the direction of the Manager) determines necessary to comply with CRS or the Australian CRS Legislation. The Issuer's ability to satisfy such obligations will depend on each Noteholder providing, (or causing to be provided), any information and tax documentation, including information concerning the direct or indirect owners of such Noteholder, that the Issuer (at the direction of the Manager) determines necessary to satisfy such obligations.

A jurisdiction that has signed the CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement.

***Insolvency law reform***

On 18 September 2017, the Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017 (Cth) ("**TLA Act**") received Royal Assent.

The TLA Act enacted reform (known as "ipso facto") which varies the enforceability of certain contractual rights against Australian companies which are subject to one of the following insolvency-related procedures ("**Applicable Procedures**"):

(a) a scheme of arrangement for the purpose of avoiding being wound up in insolvency;

(b) the appointment of a managing controller (that is, a receiver or other controller with management functions or powers); or

(c) the appointment of an administrator.

The ipso facto reform deems contractual rights unenforceable if they arise for specified reasons. In effect, the reform imposes a stay or moratorium on the enforcement of contractual rights while the company is subject to the Applicable Procedure (the "**stay**"). The length of the stay depends on the Applicable Procedure and the type of stay concerned.

In summary:

(a) *Appointment Trigger:* Any rights which trigger for the reason of the appointment of administrators, receivers or the proposal of an arrangement or compromise to creditors to avoid being wound up in insolvency will not be enforceable;

(b) *Financial Position Protection:* Any rights which arise for the reason of adverse changes in the financial position of a company which is in administration, has receivers appointed or is proposing or subject to a scheme to avoid being wound up in insolvency will not be enforceable. That is, the company has protection as a result of adverse changes in its financial position during the Applicable Procedure. Once the Applicable Procedure has ended, the financial position protection also ends (except in limited circumstances where the company is wound up, in which case the financial position protection continues).

(c) *Anti-Avoidance:* The Corporations Act (as amended by the TLA Act) contains very broad anti-avoidance provisions. For example:

    (i) The TLA Act deems that any contractual provision which is "in substance contrary to" the other stays will also be unenforceable; and

    (ii) Any self-executing provision which is expressed to automatically trigger rights otherwise subject to the stay is unenforceable.

The ipso facto reform applies to contracts, agreements or arrangements entered into before 1 July 2018. Contracts, agreements or arrangements entered into before 1 July 2023 that are a result of novations or variations of a contract, agreement or arrangement entered into before 1 July 2018 will not be subject to the stay.

The Corporations Act (as amended by the TLA Act) provides that contracts, agreements or arrangements prescribed in regulations ("**Regulations**") are not subject to the stay. The Regulations prescribe that a right contained in a kind of contract, agreement or arrangement that involves a special purpose vehicle, and that provides for securitisation, is not subject to the stay.

There are still issues and ambiguities in relation to the 'ipso facto' stay, in respect of which a market view or practice will evolve over time. The scope of the ipso facto reform and its potential effect on the Transaction Documents and Notes remains uncertain.

***The regulation and reform of BBSW may adversely affect the value or liquidity of Notes***

Interest rate benchmarks (such as BBSW, which applies the purposes of the Bank Bill Rate) have been and continue to be the subject of national and international regulatory guidance and proposals for reform. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Notes.

In Australia, examples of reforms that are already effective include the replacement of the Australian Financial Markets Association as BBSW administrator with ASX, changes to the methodology for calculation of BBSW, and amendments to the Corporations Act 2001 (Cth) made by the Treasury Laws Amendment (2017 Measures No. 5) Act 2018 (Cth) which, among other things, enable ASIC to make rules relating to the generation and administration of financial benchmarks. On 6 June 2018, ASIC designated BBSW as a "significant financial benchmark" and made the ASIC Financial Benchmark (Administration) Rules 2018 and the ASIC Financial Benchmarks (Compelled) Rules 2018.

Although many of the Australian reforms were designed to support the reliability and robustness of BBSW, it is not possible to predict with certainty whether, and to what extent, BBSW will continue to be supported or the extent to which related regulations, rules, practices or methodologies may be amended going forward. This may cause BBSW to perform differently than it has in the past, and may have other consequences which cannot be predicted. For example, it is possible that these changes could cause BBSW to cease to exist, to become commercially or practically unworkable, or to become more or less volatile or liquid. Any such changes could have a material adverse effect on the Notes.

Prospective investors should be aware that the Reserve Bank of Australia ("**RBA**") has expressed a view that calculations of BBSW using 1-month tenors are not as robust as calculations using tenors of 3-months or 6-months, and that users of 1-month tenors such as the securitisation markets should be preparing to use alternative benchmarks such as the RBA cash rate 3-month BBSW. If one of these alternative methods of calculating the benchmark reference rate for Australian securitisation transactions becomes standard and does not apply to the Notes (which currently reference one month BBSW), this could have a material adverse effect on the value and/or liquidity of the Notes.

For the purposes of determining payments of interest on the Notes, investors should be aware that the determination of the Bank Bill Rate under the conditions of the Notes provides for certain fall back arrangements in the event that BBSW cannot be determined. Investors should also be aware that although the Manager needs to have regard, to the extent possible, to the comparable indices then available, the Manager retains discretion in connection with the determination of the BBSW fall back rate.

In addition, prospective investors should be aware that, in addition to being used for interest calculations, a rate based on BBSW is also used to determine other payment obligations such as floating amounts payable by the Derivative Counterparty under the Basis Swap and the Fixed Rate Swap, and that the fall back rates for these payments may not be the same as the fall back rate for payments of interest on the Notes. Any such mismatch may lead to shortfalls in cash flows necessary to support payments on Notes.

Any such fall back rates may also, at the relevant time, be difficult to calculate, be more volatile than originally anticipated or not reflect the funding cost or return anticipated by investors.

Prospective investors should consult their own independent advisers and make their own assessment about the potential risks imposed by BBSW reforms and the potential for BBSW to be discontinued in making any investment decision with respect to any Notes.

***Regulatory changes arising from the Royal Commission into Misconduct in the Banking, Superannuation and Financial Services Industry (the Royal Commission) may have implications for the Notes***

A Royal Commission is a formal public inquiry that can only be instigated by the executive branch of the Australian Government and is directed by terms of reference. The Royal Commission into Misconduct in the Banking, Superannuation and Financial Services Industry (the "**Royal Commission**") was directed to inquire into, and report on, whether any conduct of financial service entities (including ANZBGL) might have amounted to misconduct or conduct falling below community

standards and expectations. The Royal Commission was also tasked with considering the causes of that conduct, in particular the role of culture, governance, remuneration and risk management practices, the effectiveness of regulators and making policy recommendations in response.

The final report of the Royal Commission was released publicly on February 4, 2019. In the final report, the Commissioner of the Royal Commission identified conduct by financial service entities, including ANZBGL, that may have amounted to misconduct or that has fallen short of community standards and expectations.

The final report of the Royal Commission contains 76 recommendations across the topics of banking, financial advice, superannuation, insurance, culture, governance and remuneration, regulators and other matters. Recommendations relevant to certain topics could also have implications for other topics.

While the Government has commenced implementation of several recommendations (including through consultations, changed regulatory posture and limited amendments to the law), it is largely unclear how these recommendations will be implemented into law or carried into practice. These recommendations concern, but are not limited to, the following:

*Banking*

- Changes to intermediated home lending, including that mortgage brokers should be subject to a duty to act in the best interests of an intending borrower, that changes should be made to mortgage broker remuneration (including that the borrower, and not the lender, should pay the mortgage broker a fee for acting in connection with home lending) and a phased prohibition on trailing and other commissions being paid by lenders to mortgage brokers, and that mortgage brokers should be subject to additional professional regulation;

- The Australian Banking Association ("**ABA**") should amend the Code of Banking Practice ("**Code**") to provide that banks will work with customers who live in remote areas or who are not adept in using English to identify a suitable way for those customers to access and undertake banking services, and without the prior express agreement with the customer, banks will not allow informal overdrafts or charge dishonour fees on basic accounts;

- Lending to small and medium enterprises, including that the ABA should amend the definition of 'small business' in the Code so that it applies to any business or group employing fewer than 100 full-time equivalent employees, where the loan applied for is less than AUD5 million and that banks should take certain steps and be required to adopt certain practices when dealing with agricultural loans, including in distressed situations;

- Enforceability of industry codes, including that the contravention of certain provisions of industry codes should constitute a breach of the law; and

- The Banking Executive Accountability Regime ("**BEAR**"), including that the Australian Prudential Regulatory Authority ("**APRA**") should set a responsibility within Authorised Deposit-taking Institutions ("**ADIs"**) for all steps in the design, delivery and maintenance of all products offered to customers and any remediation of customers in respect of those products.

*Financial advice*

- Ongoing financial advice fee arrangements, including that the law should be amended to provide that ongoing fee arrangements must be renewed annually by the client, must record in writing the services the client is entitled to receive and the total fees to be charged, and may not permit or require the payment of fees from an account held by the client without the client's express written authority at the time of the latest annual renewal;

- The law should be amended to require the disclosure of the lack of independence of a financial advisor;

- Review of the measures implemented to improve the quality of advice;

- Conflicted remuneration, including that the grandfathering provisions that allow payment of certain conflicted remuneration, should be repealed as soon as is reasonably practicable; and

- Professional discipline of financial advisers, including that holders of Australian financial services licences ("**AFSL**") should be required, as a condition of their licence, to give effect to reference checking and information-sharing protocols for financial advisers, report 'serious compliance concerns' about individual financial advisers to the Australian Securities and Investments Commission ("**ASIC**") on a quarterly basis and take certain steps when they detect that a financial advisor has engaged in misconduct in respect of financial advice given to a retail client, and that the law should be amended to establish a new disciplinary system for financial advisors.

*Superannuation*

- Superannuation trustee's obligations, including that the deduction of any advice fee (other than for intra-fund advice) from a MySuper account should be prohibited and trustees should be prohibited from assuming obligations other than those arising from its duties as a trustee;

- Nominating default superannuation funds, including that a person should only have one default superannuation account;

- Regulation of superannuation, including that trustee's or director's covenants should be enforceable by action for civil penalty; and

- The 'selling' of superannuation and insurance, including that the hawking (or unsolicited selling) of superannuation products and insurance products to retail clients should be prohibited.

*Insurance*

- Add-on insurance, including that the Australian Government should develop an industry-wide deferred sales model for the sale of any add-on insurance products;

- Pre-contractual disclosure and representations, including that an insured's duty of disclosure to an insurer should be replaced with a duty to take reasonable care not to make a misrepresentation to an insurer;

- Avoidance of life insurance contracts, including that an insurer should only be able to avoid a life insurance policy for non-disclosure or misrepresentation if it would not have entered into the contract on any terms;

- Statutory provisions protecting consumers from unfair contract terms in insurance contracts;

- Claims handling and settlement should be made subject to the laws regulating financial services;

- Enforceability of industry codes, including that the contravention of certain provisions of those codes should constitute a breach of the law;

- External dispute resolution, including that the law should be amended to require that holders of AFSLs take reasonable steps to co-operate with the Australian Financial Complaints Authority ("**AFCA**"); and

- Group life policies, including a government review of the practicability and likely pricing effect of legislating universal key definitions, terms and exclusions for default MySuper group life policies, and amendments to Prudential Standard SPS 250 (Insurance in Superannuation) including to require independent certification of any group life insurance arrangements between superannuation trustees and related parties.

*Cultural, governance and remuneration*

- Remuneration, including that APRA take certain steps in conducting prudential supervision of remuneration systems, and revising its prudential standards and guidance about remuneration; that financial service entities should review at least annually the design and implementation of their remuneration systems for front line staff to ensure that the design and implementation of those systems focus on not only what staff do, but also how they do it; and that banks should implement fully the recommendations of the *Retail Banking Remuneration Review* released on 19 April 2017 (otherwise known as the *Sedgwick Review*) (a review commissioned by the Australian Banking Association); and

- Culture and governance, including that all financial services entities should, as often as reasonably possible, take proper steps to assess their culture and governance and take any required remedial action and that APRA take certain steps in conducting its prudential supervision of and revising its prudential standards and guidance about, culture and governance.

*Regulators*

- ASIC's enforcement practices, including that ASIC should adopt an approach that takes, as its starting point, the question of whether a court should determine the consequences of a contravention;

- Superannuation conduct regulation, including that the roles of APRA and ASIC should be adjusted, with APRA as the prudential regulator and ASIC as the conduct regulator;

- BEAR co-regulation, including that ASIC and APRA should jointly administer BEAR;

- Cooperation with regulators, including that the law should be amended to make clear that an ADI must deal with ASIC and APRA in an open, constructive and co-operative way;

- Extension of BEAR, including that the BEAR provisions should be extended to all APRA-regulated financial services institutions, APRA-regulated insurers and registrable superannuation entity licensees;

- Co-ordination, information sharing and co-operation between ASIC and APRA;

- Governance of regulators, including that the kind of management and accountability principles established by BEAR should apply to each of APRA and ASIC and that each of APRA and ASIC be subject to capability reviews; and

- Oversight of regulators, including that a new oversight authority for APRA and ASIC should be established.

*Other matters*

- External dispute resolution, including that a compensation scheme of last resort should be carried into effect;

- ASIC Enforcement Review Taskforce recommendations, for self-reporting of contraventions by financial services and credit licensees should be carried into effect; and

- Simplification of the law, including that exceptions and qualifications to generally applicable norms of conduct in legislation governing financial services entities should be eliminated as far as possible and legislation governing financial services entities should identify expressly what fundamental norms of behavior are being pursued.

As at the date of this Information Memorandum, it remains uncertain as to how these recommendations will be implemented into law or carried into practice or the effects that these measures, if implemented, will have on asset-backed securities such as the Notes or the transaction

parties in relation to the Trust. However, these recommendations (and other recommendations not highlighted above) could have an adverse impact on the position of ANZBGL (who is the Seller, Servicer, Liquidity Facility Provider and Derivative Counterparty to the Trust) and its other group entities (including ANZ Capel Court Limit, as the Manager) and ANZLMI (as the Mortgage Insurer). The Australian Government has said that it is committed to taking action on all 76 recommendations. On 12 March 2019, the Australian Government announced that it had decided not to prohibit trailing commissions being paid by lenders to mortgage brokers on new loans, but rather to review their operation in three years' time.

Much of the detail and timing of the Australian Government's response to the Royal Commission's recommendations are uncertain. The Royal Commission recommendations have led or may lead to regulators commencing investigations into various financial services entities, including ANZBGL and other members of the ANZ Group, which could subsequently result in administrative or enforcement action being taken. The recommendations have also led to the ANZ Group's regulators altering their existing policies and practices.

ANZBGL announced on 20 February 2019 that it would take immediate steps to implement the first phase of its response to the recommendations. These steps included:

- Providing farmers with early access to farm debt mediation as well as favouring 'work-outs' over either enforcement or appointing external managers;
- Not charging farmers default interest in areas affected by drought or other natural disasters;
- Creating a dedicated phone service and easier account identification options for indigenous customers;
- Proactively contacting customers paying little off persistent credit card debt to encourage them to move to lower cost options;
- Removing overdrawn and dishonour fees from its Pensioner Advantage accounts;
- Engaging as a 'model-litigant' in situations where ANZ is involved in a court process with individual retail or small business customers; and
- Committing to the Australian Financial Complaint's Authority's "look back" under its new limits.

The Royal Commission has also referred instances of potential misconduct to APRA or ASIC for consideration where they are not already being investigated. Where these matters relate to the Group, it may result in proceedings being brought against Group entities, which could result in the imposition of civil or criminal penalties on the Group.

The Royal Commission is likely to result in additional costs, may lead to further exposures, including exposures associated with further regulator activity or potential customer exposures such as class actions, individual claims or customer remediation or compensation activities, and may have an adverse impact on the ANZ Group's Position. The outcomes and total costs associated with these possible exposures on the ANZ Group remain uncertain.

Additionally, following the release of the final report of the Royal Commission, credit rating agencies may review the credit ratings assigned to the ANZ Group and may revise credit ratings or credit rating outlooks.

For so long as ANZBGL is the Liquidity Facility Provider or the Derivative Counterparty, downgrade of ANZBGL's credit ratings below certain thresholds may require the Issuer to take action to find a replacement counterparty, as to which see Section 3.2 ("Risk factors relating to the transaction parties").

***Global financial regulatory reforms may have a negative impact on the Notes***

Changes in the global financial regulation or regulatory treatment of asset-backed securities may negatively impact the regulatory position of affected investors and have an adverse impact on the

value and liquidity of asset-backed securities such as the Notes. Each Noteholder should consult with their own legal and investment advisors regarding the potential impact on them and the related compliance issues.

No assurance can be given that any regulatory reforms will not have a significant adverse impact on the Kingfisher trusts programme or on the regulation of the Trust or ANZBGL.

***Changes of law may impact the structure of the transaction and the treatment of the Notes***

The structure of the transaction and, among other matters, the issue of the Notes and ratings assigned to the Notes are based on Australian law, tax and administrative practice in effect at the date of this Information Memorandum, and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given that Australian law, tax or administrative practice will not change after the Closing Date or that such change will not adversely impact the structure of the transaction and the treatment of the Notes.

***Turbulence in the financial markets and economy may adversely affect the performance and market value of the Notes***

Market and economic conditions during the past several years have caused significant disruption in the credit markets. Increased market uncertainty and instability in both Australian and international capital and credit markets, combined with declines in business and consumer confidence and increased unemployment, have contributed to volatility in domestic and international markets and may negatively affect the Australian housing market.

Such disruptions in markets and credit conditions have had (in some cases), and may continue to have, the effect of depressing the market values of residential mortgage-backed securities, and reducing the liquidity of residential mortgage-backed securities generally.

These factors may adversely affect the performance, marketability and overall market value of the Notes.

***The Trust will form part of the ANZBGL consolidated tax group***

The Trust will form part of the ANZBGL consolidated tax group, and the Issuer will be covered by the ANZBGL tax sharing agreement. This means that the Issuer should only be liable for its contribution amount, which must represent a reasonable allocation of the total amount of the group tax liability among ANZBGL and the members of the ANZBGL consolidated tax group. On the basis that the Trust would otherwise be taxed on a flow through basis and that the Participation Unitholder would be presently entitled to all of the net income of the Trust if the Trust was not part of the ANZBGL consolidated tax group, then the contribution amount of the Issuer should be nil. However, in the event that the ANZBGL tax sharing agreement is not effective and ANZBGL were to default in its payment of a group tax liability, the Trust could become liable for a greater portion of the group tax liability of the ANZBGL consolidated tax group or become jointly and severally liable for the full amount of such group tax liability.

## 4 TRUST ASSETS AND ELIGIBILITY CRITERIA

### 4.1 Acquisition of Purchased Receivables by Issuer

The Trust Assets will primarily consist of the Receivables and Related Securities to be acquired by the Issuer from the Seller on the Closing Date pursuant to the Offer to Sell issued under the Sale Deed.

These Receivables were originated by the Seller. See Section 8 ("Origination and Servicing of the Receivables") for more detail regarding the mortgage lending business of the Seller and the origination and servicing of the Purchased Receivables by the Servicer.

No further Receivables or Related Securities will be acquired by the Issuer in respect of the Trust after the Closing Date.

### 4.2 Eligibility Criteria

A Receivable satisfies the following Eligibility Criteria if on the Acquisition Cut-Off Date:

(a) it is due from a Obligor who is a natural person and resident of Australia;

(b) it is repayable in Australian Dollars;

(c) it is fully drawn (other than to the extent Redraws are available to the Obligor under such Receivable);

(d) the term of the Receivable does not exceed 30 years;

(e) the Receivable has a Consolidated Outstanding Principal Balance no greater than A$2,000,000;

(f) the Receivable is secured by a Mortgage over Property in Australia which is a registered first ranking mortgage or a second ranking registered mortgage where there are two registered mortgages over the Property securing the Receivable and the Seller is the first ranking mortgagee and the first ranking mortgage is also being acquired by the Issuer;

(g) the Property subject to a Mortgage is Land and has erected on it a residential dwelling which is not under construction (excluding renovations permitted by the terms of the Receivable);

(h) the Receivable is not in Arrears by more than 31 days;

(i) the Obligor has made at least one interest payment under the Receivable;

(j) the Receivable is not regarded as a "low-doc" loan;

(k) if the Receivable is subject to a fixed rate of interest, the remaining term for which that fixed rate of interest applies does not exceed 5 years;

(l) if the Receivable is subject to an "interest-only" period (in which no principal repayments are required to be made by the Obligor), the remaining term of that interest-only period does not exceed 5 years; and

(m) the Receivable has a Consolidated LVR (based on the position as at the commencement of business on the Acquisition Cut-Off Date) of less than or equal to 95%.

### 4.3 Representations and warranties

The Seller will give certain representations and warranties to the Issuer on the Closing Date in respect of each Receivable and Related Security to be acquired by the Issuer (as identified in the Offer to Sell). These representations and warranties include:

(a) at the time the Seller entered into the Receivable, the Receivable complied in all material respects with all applicable laws;

(b) the Receivable was originated by the Seller in accordance with, in all material respects, its Servicing Guidelines in force at the time of the origination of the Receivable;

(c) the terms of the Receivable have not been impaired, waived, altered or modified in any material respect, except changes to the terms of the Receivable to which a Prudent Lender might have agreed;

(d) the Receivable has been made on the terms of, or on terms not materially different from, documents forming part of the standard mortgage documentation of the Seller;

(e) the Receivable and any Related Security are enforceable in accordance with their terms against the relevant Obligor in all material respects (subject to laws relating to insolvency and creditors' rights generally);

(f) the Receivable satisfies the Eligibility Criteria as at the Acquisition Cut-Off Date;

(g) the Receivable was originated in the ordinary course of the residential secured lending activities of the Seller;

(h) at the time the Seller entered into the Receivable, it had not received any notice of the insolvency or bankruptcy of the Obligor or that the Obligor did not have the legal capacity to enter into the Receivable;

(i) the Seller is the sole legal and beneficial owner of the Receivable and any Related Security, and no Encumbrance exists in relation to its right, title and interests in the Receivable and any Related Security, and the Seller has not received notice from any person that claims to have a Encumbrance ranking in priority to or equal with the Related Security (other than Encumbrances arising by operation of law);

(j) to the best of the Seller's knowledge and belief it holds, or it is able to obtain, all documents (whether in paper or electronic form) necessary to enforce the provisions of, and the security created by, the Receivable;

(k) except if the Receivable is subject to a fixed rate of interest at any time and, except as may be provided by applicable laws or any binding code or arrangement applicable to banks or other lenders in the business of making retail home loans, the interest payable on the Receivable is not subject to any limitation and no consent, additional memoranda or other writing is required from the Obligor to give effect to a change in the interest rate payable on the relevant Receivable and any change will be effective on notice being given to the Obligor in accordance with the Receivable Terms;

(l) prior to originating the Receivable, and where required under the Servicing Guidelines, the relevant Property was valued in accordance with the Servicing Guidelines;

(m) the relevant Land is a residential property situated in Australia;

(n) at the time the Receivable and the related Mortgage was entered into all necessary steps were taken to ensure that the Mortgage complied with all legal requirements applicable at that time to be a first ranking registered mortgage or, where the Seller already held the first ranking registered mortgage a second ranking registered mortgage (subject to any statutory charges, any prior charges of a body corporate, service company or equivalent, whether registered or otherwise) in either case secured over the Property, subject to stamping and registration in due course;

(o) since the origination of the Receivable, the Seller has kept records for the purposes of identifying amounts paid by the Obligor, any amount due from the Obligor and the balance from time to time outstanding on an Obligor's account and such other records in relation to the Purchased Receivable as would be kept by a Prudent Lender;

(p) the Seller is lawfully entitled to assign the Receivable and no consent to the sale and assignment of the Receivable or notice of that sale and assignment is required to be given by or to any Obligor;

(q) upon the acceptance of the offer contained in the Offer to Sell, beneficial ownership of the Receivable will vest in the Issuer free and clear of all Encumbrances (other than Encumbrances arising by operation of law or under the Transaction Documents); and

(r) all formal approvals, consents and other steps necessary to permit the sale of the Receivable under the Sale Deed have been obtained or taken.

### 4.4 Remedy for misrepresentations

If the Seller, the Manager or the Issuer becomes aware that any representation or warranty described above in Section 4.3 ("Representations and warranties") given in respect of a Receivable or Related Security is materially incorrect when made, it must give notice (providing all relevant details) to the others (and, in the case of the Seller, to the Designated Rating Agencies) within 20 Business Days of becoming aware.

If notice of such misrepresentation is given no later than the last day of the Collection Period immediately preceding the last Payment Date before the end of the Prescribed Period ("**Final Cut-Off Date**") and the Seller does not remedy the breach (in a manner determined by it) to the satisfaction of the Issuer within the Remedy Period (defined below), then the Seller must repurchase the relevant Purchased Receivable and Purchased Related Security by payment to the Issuer of a Settlement Amount that includes the Repurchase Price of that Purchased Receivable. The Seller must pay the Issuer the Repurchase Accrual Adjustment (if any) in respect of that Purchased Receivable (which, for avoidance of doubt, may be included in the Settlement Amount).

The "**Remedy Period**" means the period beginning on (and including) the date that the Manager gives or receives the notice incorrect representation or warranty and ending on (and including) the earlier of:

(a) 30 days after the date of such notice; or

(b) the Determination Date immediately prior to the last Payment Date before the end of the Prescribed Period,

or any longer period that the Issuer or the Manager permits, provided that such period does not extend past the last day of the Prescribed Period.

If notice of such misrepresentation is given later than the Final Cut-Off Date and the Seller does not remedy the breach (in a manner determined by it) to the satisfaction of the Issuer within 30 Business Days of the notice (or any longer period that the Issuer or the Manager permits), the Seller must pay damages to the Issuer for any direct loss suffered by the Issuer as a result. The maximum amount which the Seller is liable to pay is the Outstanding Principal Balance plus any accrued but unpaid interest in respect of the Purchased Receivable at the time of payment of the damages.

### 4.5 Pool Receivables Data

The information in the tables in Section 14 ("Pool Summary") sets forth in summary format various details relating to the Receivables Pool produced on the basis of the information available as at 31 May 2019. Accordingly, the tables in Section 14 ("Pool Summary") may not reflect actual details of those Receivables as at the Closing Date. Therefore, the details in Section 14 ("Pool Summary") are provided for information purposes only. All amounts in

Section 14 (“Pool Summary”) have been rounded to the nearest Australian dollar. The sum in any column may not equal the total indicated due to rounding.

### 4.6 Variable Rate Purchased Receivables and the Threshold Rate

The Servicer must set the interest rates to be charged on the variable rate Purchased Receivables and the scheduled payments in relation to each Purchased Receivable.

If a Basis Swap is terminated, or ceases in accordance with its terms to be in effect, the Manager must on each Determination Date:

(a) calculate the Threshold Rate on that day; and

(b) notify the Issuer and the Servicer of that Threshold Rate.

If on any Determination Date, the Attributed Income Rate is less than the Threshold Rate, as calculated by the Manager on that day, then the Manager must direct the Servicer to adjust the interest rates payable on variable rate Purchased Receivables such that weighted average (rounded up to 4 decimal places) of the interest rates payable under all Purchased Receivable with effect on and from that date is at least equal to the Threshold Rate.

If the Manager fails to give the direction described in the preceding paragraph, the Issuer has the power (but not the obligation) to give such direction.

The Servicer is required to comply with any directions from the Manager (or, if applicable, from the Issuer) in relation to the Threshold Rate as described above in this Section 4.6.

### 4.7 Redraws and Further Advances

***Redraws***

The Seller may make Redraws to Obligors under the Purchased Receivables (see Section 8.2 (“Servicing of the Receivables”) for a description of when the Seller will make a Redraw). The Seller is entitled to be reimbursed for Redraws as described in Section 4.7 (“Redraws, Further Advances and– Reimbursement of the Seller for Redraws and Permitted Further Advances”) below.

***Further Advances***

If an Obligor applies for a Further Advance, ANZBGL (as Seller and, if applicable at the relevant time, the Servicer) has an absolute right to agree to or refuse to grant such Further Advance or to make an offer to an Obligor for a Further Advance. However, the Seller has undertaken to the Issuer not to exercise its rights to make a Further Advance in respect of a Purchased Receivable if the Seller is aware that the Obligor with respect to the relevant Purchased Receivable is in default of its obligations under that Receivable.

If the Seller makes a Further Advance in respect of a Purchased Receivable, the Seller must notify the Issuer and the Manager and must record the Further Advance as a debit to the account of that Obligor in its records.

If certain criteria are met, a Purchased Receivable that is the subject of a Further Advance is permitted to remain as a Trust Asset following the making of the Further Advance, and the Seller is entitled to be reimbursed for the Further Advance as described in Section 4.7 (“Redraws, Further Advances and– Reimbursement of the Seller for Redraws and Permitted Further Advances”) below. These conditions are that the Further Advance must be provided prior to the first Call Option Date and:

(a) must not result in the Maximum Receivable Maturity Date in respect of a Purchased Receivable being extended by more than 90 days; and

(b) must not cause the consolidated loan-to-value ratio of any Purchased Receivable to exceed 80% or to increase further above 80%.

A Further Advance that satisfies all of these criteria is a "**Permitted Further Advance**".

If the Seller makes a Further Advance that is not a Permitted Further Advance, the Seller must repurchase that Purchased Receivable in the manner described in the following paragraphs unless another method is agreed between the Issuer, the Manager and the Seller.

By no later than the Determination Date immediately following the end of the Collection Period in which the Further Advance (other than a Permitted Further Advance) was made ("**Relevant Collection Period**"), the Manager must direct the Issuer to deliver an Offer to Sell Back to the Seller. The Offer to Sell Back must:

(a) be for the Purchased Receivable in respect of which the Further Advance was made (and any other Purchased Receivables also secured by the relevant Purchased Related Security) ("**Affected Receivables**");

(b) have a Settlement Amount that includes the Repurchase Price of the Affected Receivables;

(c) have the Repurchase Cut-Off Date being the last day of the Relevant Collection Period; and

(d) have the Settlement Date being no later than the Payment Date immediately following the last day of the Relevant Collection Period, or such later date as agreed between the Manager and the Seller (and notified by the Manager to the Issuer) and in respect of which a Rating Notification has been given.

The Seller must accept the Offer to Sell Back and must pay an amount equal to the Repurchase Accrual Adjustment, as calculated by the Manager and notified to the Issuer and the Seller by no later than the Business Day prior to the relevant Settlement Date, for the Affected Receivables (which, for avoidance of doubt, may be included in the Settlement Amount).

***Reimbursement of the Seller for Redraws and Permitted Further Advances***

The Seller is entitled to be reimbursed by the Issuer for Redraws and Permitted Further Advances, which reimbursement may occur:

(a) through the application of available Principal Collections as described in Section 7.2 ("Distributions during a Collection Period");

(b) through the Issue of Redraw Notes by the Issuer (in the circumstances described below) and the payment of the issue proceeds of those Redraw Notes to the Seller; and

(c) to the extent that on a Payment Date the Seller has not been reimbursed in full for the amount of the Redraw or Permitted Further Advance by either of the above means (including if the Redraw or Permitted Further Advance is to be made on that Payment Date), by the application of Total Available Principal as described in Section 7.5 ("Application of Total Available Principal").

***Redraw Notes***

If the Manager reasonably forms the view that the Principal Collections (as estimated by the Manager) available to applied to fund Redraws and Permitted Further Advances in accordance with 7.2 ("Distributions during a Collection Period") will be less than the Manager's estimate of the amounts required to fund such Redraws and Permitted Further Advances (a "**Redraw Shortfall**"), the Manager may (in its discretion) direct the Issuer to issue Redraw Notes with such Aggregate Invested Amount as may be determined by the Manager having regard to the Redraw Shortfall.

However, the Manager may only direct the Issuer to issue Redraw Notes if a Rating Notification has been provided in respect of the issuance of Redraw Notes.

The Issuer must, as directed by the Manager, use the proceeds of all Redraw Notes to fund the making or reimbursement of Redraws and Permitted Further Advances. Any surplus proceeds of issue of such Redraw Notes over the amounts required to fund the making or reimbursement of such Redraws and Permitted Further Advances (such surplus created due to the size of the parcels of Redraw Notes to be issued), may be retained in the Collection Account and will be available for funding further Redraws or Permitted Further Advances up to the Determination Date immediately following the end of that Collection Period in accordance with Section 7.2 ("Distributions during a Collection Period"). Any surplus issue proceeds of in respect of those Redraw Notes that are not so used will form part of Total Available Principal available for application in accordance with Section 7.5 ("Application of Total Available Principal") on the Payment Date following the date on which the Redraw Notes were issued.

### 4.8 Receivable Splits and Consolidations

The Seller may, at its discretion following an application by an Obligor, and subject to applicable law, agree with an Obligor to modify or vary a Purchased Receivable with the effect that:

(a) the Purchased Receivable is, in the records of the Seller, split into or otherwise replaced by more than one Housing Loan secured by the same Related Security (a "**Receivable Split**"); or

(b) several Purchased Receivables secured by the same Related Security are, in the records of the Seller, consolidated into a single Housing Loan (a "**Receivable Consolidation**").

If the Seller effects a Receivable Split in relation to a Purchased Receivable:

(a) for the purposes of the Transaction Documents only, the original Purchased Receivable may be treated as being wholly or partly repaid by any one or more of the new Housing Loans;

(b) each Housing Loan that results from the Receivable Split will upon the Receivable Split occurring be treated for all purposes under the Transaction Documents as a Purchased Receivable in relation to the Trust; and

(c) the Seller may not repurchase any such Housing Loans or Related Security solely by reason of the Receivable Spilt unless:

(i) further money is advanced by the Seller to the Obligor and such advance would otherwise constitute a Further Advance in respect of the relevant Purchased Receivable that is not a Permitted Further Advance (in which case the Seller must repurchase the Purchased Receivable and all other related Housing Loans, subject to and in accordance with Section 4.7 ("Redraws, Further Advances – Further Advances") above); or

(ii) an Ineligible Feature is applied in relation to any relevant Purchased Receivable, in which case the Purchased Receivable and all other related Housing Loans may be repurchased by the Seller, subject to and in accordance with Section 4.9 ("Obligor-requested Ineligible Features") below.

If the Seller effects a Receivable Consolidation in relation to a Purchased Receivable:

(a) for the purposes of the Transaction Documents only, the Outstanding Principal Balance of one or more Purchased Receivables may be treated as being wholly or partly repaid and the Outstanding Principal Balance of another Purchased Receivable increased by a corresponding amount; and

(b) the Seller may not repurchase any such Housing Loan or Related Security solely by reason of the Receivable Consolidation unless:

(i) further money is advanced by the Seller to the Obligor and such advance would otherwise constitute a Further Advance in respect of the relevant Purchased Receivable that is not a Permitted Further Advance (in which case the Seller must repurchase the Purchased Receivable and all other related Housing Loans, subject to and in accordance with Section 4.7 ("Redraws, Further Advances – Further Advances") above); or

(ii) an Ineligible Feature is applied in relation to any relevant Purchased Receivable, in which case the Purchased Receivable and all other related Housing Loans may be repurchased by the Seller, subject to and in accordance with in Section 4.9 ("Obligor-requested Ineligible Features") below.

**4.9 Obligor-requested Ineligible Features**

If an Obligor applies for an Ineligible Feature in relation to a Purchased Receivable, subject to the following paragraphs and to its obligations as Servicer the Master Servicing Deed, ANZBGL (as the Seller and, if applicable at the relevant time, the Servicer) has an absolute right to agree to or to refuse to agree to that Ineligible Feature.

If ANZBGL agrees to an Ineligible Feature in respect of a Purchased Receivable:

(a) ANZBGL (as the Seller) may request the Manager to direct the Issuer to (in which case the Manager must direct the Issuer to); or

(b) the Manager may otherwise direct the Issuer to,

issue to ANZBGL (as the Seller) an Offer to Sell Back in respect of that Purchased Receivable in accordance with the following procedure.

An Offer to Sell Back in connection with an Ineligible Feature must:

(a) be for the Purchased Receivable in respect of which the Ineligible Feature was created (and any other Purchased Receivables also secured by the relevant Purchased Related Security) ("**Affected Receivables**");

(b) have a Settlement Amount that includes the Repurchase Price of the Affected Receivables;

(c) specify as the Repurchase Cut-Off Date the last day of the Collection Period in which the Offer to Sell Back is given ("**Relevant Collection Period**"); and

(d) specify as the Settlement Date a date that is no later than the Payment Date immediately following the last day of the Relevant Collection Period, or such later date as agreed between the Manager and the Seller (and notified by the Manager to the Issuer) and in respect of which a Rating Notification has been given.

The Seller is not obliged to accept the Offer to Sell Back. However, if the Seller elects to accept the Offer to Sell Back, it must pay an amount equal to the Repurchase Accrual Adjustment, as calculated by the Manager and notified to the Issuer and the Seller by no later than the Business Day prior to the relevant Settlement Date, for the Affected Receivables (which, for avoidance of doubt, may be included in the Settlement Amount).

Despite the preceding paragraphs, the Seller, the Manager and the Issuer may agree that an Affected Receivable in relation to an Ineligible Feature is to be repurchased by the Seller or extinguished by a different means to that described above, provided that the repurchase or extinguishment of the Affected Receivable under any such other arrangement must be

completed within the same time period provided for above and the amount to be paid by the Seller must be at least the amount referred to above.

If a Purchased Receivable becomes subject to an Ineligible Feature that would otherwise be prohibited under the Servicing Deed, ANZBGL (if it is the Servicer at the relevant time) will be deemed to have remedied any breach of its obligations as Servicer arising solely by having agreeing to that Ineligible Feature (and any Servicer Termination Event attributable to that breach will thereby cease to subsist) provided that ANZBGL (as Seller) repurchases that Purchased Receivable in accordance with the above paragraphs by no later than the later to occur of:

(a) the Payment Date immediately following the last day of the Collection Period in which the Ineligible Feature took effect in relation to that Purchased Receivable; and

(b) the Payment Date immediately following the last day of the Collection Period in which the Manager became aware of the Ineligible Feature.

Nothing in this Section 4.9 limits any other right or obligation that the Seller may have to repurchase a Purchased Receivable and Purchased Related Security in accordance with the Transaction Documents.

### 4.10 Accrual Adjustment and Principal Adjustment

***Adjustments on acquisition of Purchased Receivables***

The Issuer must pay to the Seller the Accrual Adjustment in respect of each Receivable sold to the Issuer by the Seller. The Accrual Adjustment will be paid on or before the first Payment Date or, if sufficient funds are not available for that purpose on the first Payment Date, each subsequent Payment Date until the Accrual Adjustment is paid in full) in accordance with Section 7.12(b) ("Application of Total Available Income – Accrual Adjustment").

On or before the first Payment Date following the Closing Date, the Seller must pay to the Issuer the Principal Adjustment in respect of each Receivable sold to the Issuer by the Seller. The Principal Adjustment will form part of Collections in accordance with Section 7.1 ("Collections").

***Adjustments on repurchase of Purchased Receivables***

If the Seller repurchases Purchased Receivables in accordance with an Offer to Sell Back as contemplated in Sections 4.4 ("Remedy for misrepresentations") or 4.7 ("Redraws and Further Advances"), the Seller must pay to the Issuer the Repurchase Accrual Adjustment on the Settlement Date in relation to the relevant Offer to Sell Back (to the extent not included in the Settlement Amount payable by the Seller upon acceptance of the Offer to Sell Back). The Repurchase Accrual Adjustment will form part of Finance Charge Collections in accordance with Section 7.7 ("Finance Charge Collections").

### 4.11 Gross Up for Linked Deposit Accounts

Some of the Purchased Receivables may have associated deposit accounts with the Seller under which either:

(a) interest that would otherwise be earned in respect of the deposit account is set off against interest due under the Purchased Receivable of that Obligor; or

(b) interest is not earned on the deposit account, but interest due under the Purchased Receivable of that Obligor is calculated by deducting the credit balance of that deposit account from the balance of the Purchased Receivable, and then applying the interest rate applicable to the Purchased Receivable to the result,

("**Linked Deposit Accounts**").

The Seller must pay the Servicer (as part of the Collections to be deposited by the Servicer into the Collection Account) any amount which would otherwise be received by the Servicer as a Collection to the extent that the obligation to pay such amounts is discharged or reduced by virtue of the terms of a Linked Deposit Account. The Seller must make such payment on the day that the relevant amount would otherwise have been received.

### 4.12 Transfer of Collection Account

If ANZBGL (or any subsequent Bank at which the Collection Account or any additional account is held) ceases to be an Eligible Bank, the Issuer (at the direction of the Manager) must establish a new Collection Account or any additional account (as the case may be) with an Eligible Bank and transfer the funds standing to the credit of the old Collection Account or any additional account (as the case may be) to the new Collection Account or any additional account (as the case may be).

## 5 CONDITIONS OF THE NOTES

*The following is a summary of the terms and conditions of the Notes. The complete terms and conditions of the Notes are set out in the Note Deed Poll and in the event of a conflict the terms and conditions set out in the Note Deed Poll will prevail.*

### *1 INTERPRETATION*

#### *1.1 Definitions*

*In these conditions these meanings apply unless the contrary intention appears. Terms used in these conditions which are defined in Section 13 ("Glossary") but which are not otherwise defined below have the meaning given to them in Section 13 ("Glossary").*

***Austraclear** means Austraclear Limited (ABN 94 002 060 773).*

***Austraclear System** means the clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of that system.*

***Clearing System** means:*

*(a) the Austraclear System; or*

*(b) any other clearing system specified in the Issue Supplement.*

***Day Count Fraction** means, for the purposes of the calculation of interest for any period, the actual number of days in the period divided by 365.*

***Interest Rate** means, for a Note, the interest rate (expressed as a percentage rate per annum) for that Note determined in accordance with condition 6.3 ("Interest Rate").*

***Maturity Date** means the Payment Date occurring in May 2050.*

***Record Date** means, for a payment due in respect of a Note, the Second Business Day immediately preceding the relevant Payment Date.*

***Specified Office** means the address of the Issuer specified in the Note Deed Poll (for so long as the Issuer is the Registrar) or any other address notified to Noteholders from time to time.*

#### *1.2 References to time*

*Unless the contrary intention appears, in these conditions a reference to a time of day is a reference to Sydney time.*

#### *1.3 Business Day Convention*

*Unless the contrary intention appears, in these conditions a reference to a particular date is a reference to that date adjusted in accordance with the Business Day Convention.*

### *2 GENERAL*

#### *2.1 Issue Supplement*

*Notes are issued on the terms set out in these conditions and the Issue Supplement. If there is any inconsistency between these conditions and Issue Supplement, the Issue Supplement prevails.*

*Notes are issued in 8 Classes:*

*(a) Class A1 Notes;*

*(b) Class A2 Notes;*

*(c) Class B Notes;*

*(d) Class C Notes;*

*(e) Class D Notes;*

*(f) Class E Notes;*

*(g) Class F Notes; and*

*(h) Redraw Notes.*

### *2.2 Currency*

*Notes are denominated in Australian dollars.*

### *2.3 Clearing Systems*

*Notes may be held in a Clearing System. If Notes are held in a Clearing System, the rights of each Noteholder and any other person holding an interest in those Notes are subject to the rules and regulations of the Clearing System. The Issuer is not responsible for anything the Clearing System does or omits to do.*

## *3 FORM*

### *3.1 Constitution*

*Notes are debt obligations of the Issuer constituted by, and owing under, the Note Deed Poll and the Issue Supplement.*

### *3.2 Registered form*

*Notes are issued in registered form by entry in the Note Register.*

*No certificates will be issued in respect of any Notes unless the Manager determines that certificates should be issued or they are required by law.*

### *3.3 Effect of entries in Note Register*

*Each entry in the Note Register in respect of a Note constitutes:*

*(a) an irrevocable undertaking by the Issuer to the Noteholder to:*

*(i) pay principal, any interest and any other amounts payable in respect of the Note in accordance with these conditions; and*

*(ii) comply with the other conditions of the Note; and*

*(b) an entitlement to the other benefits given to the Noteholder in respect of the Note under these conditions.*

### *3.4 Note Register conclusive as to ownership*

*Entries in the Note Register in relation to a Note are conclusive evidence of the things to which they relate (including that the person entered as the Noteholder is the owner of the Note or, if two or more persons are entered as joint Noteholders, that they are the joint owners of the Note) subject to correction for fraud, error or omission.*

### *3.5 Non-recognition of interests*

*Except as ordered by a court of competent jurisdiction or required by law, the Issuer must treat the person whose name is entered as the Noteholder of a Note in the Note Register as the owner of that Note.*

*No notice of any trust or other interest in, or claim to, any Note will be entered in the Note Register. The Issuer need not take notice of any trust or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by law.*

*This condition applies whether or not a Note is overdue.*

### *3.6 Joint Noteholders*

*If two or more persons are entered in the Note Register as joint Noteholders of a Note, they are taken to hold the Note as joint tenants with rights of survivorship. However, the Issuer is not bound to register more than four persons as joint Noteholders of a Note.*

### *3.7 Inspection of Note Register*

*On providing reasonable notice to the Registrar, a Noteholder will be permitted, during business hours, to inspect the Note Register. A Noteholder is entitled to inspect the Note Register only in respect of information relating to that Noteholder.*

*The Registrar must make that information available to a Noteholder upon request by that Noteholder within one Business Day of receipt of the request.*

### *3.8 Notes not invalid if improperly issued*

*No Note is invalid or unenforceable on the ground that it was issued in breach of the Note Deed Poll or any other Transaction Document.*

### *3.9 Location of the Notes*

*The property in the Notes for all purposes is situated where the Note Register is located.*

## *4 STATUS*

### *4.1 Status*

*Notes are direct, secured, limited recourse obligations of the Issuer.*

### *4.2 Security*

*The Issuer's obligations in respect of the Notes are secured by the General Security Deed.*

### *4.3 Ranking*

*The Notes of each class rank equally amongst themselves.*

*The classes of Notes rank against each other in the order set out in the Issue Supplement.*

## *5 TRANSFER OF NOTES*

### *5.1 Transfer*

*Noteholders may only transfer Notes in accordance with the Master Trust Deed, the Issue Supplement and these conditions.*

***5.2 Title***

*Title to Notes passes when details of the transfer are entered in the Note Register.*

***5.3 Transfers in whole***

*Notes may only be transferred in whole.*

***5.4 Compliance with laws***

*Notes may only be transferred if:*

*(a) the offer or invitation giving rise to the transfer is not:*

*(i) an offer or invitation which requires disclosure to investors under Part 6D.2 of the Corporations Act; or*

*(ii) an offer to a retail client for the purposes of Chapter 7 of the Corporations Act; and*

*(b) the transfer complies with any applicable law or directive of the jurisdiction where the transfer takes place.*

***5.5 No transfers to unincorporated associations***

*Noteholders may not transfer Notes to an unincorporated association.*

***5.6 Transfer procedures***

*Interests in Notes held in a Clearing System may only be transferred in accordance with the rules and regulations of that Clearing System.*

*Notes not held in a Clearing System may be transferred by sending a transfer form to the Specified Office of the Registrar.*

*To be valid, a transfer form must be:*

*(a) in the form set out in Schedule 2 of the Note Deed Poll;*

*(b) duly completed and signed by, or on behalf of, the transferor and the transferee; and*

*(c) accompanied by any evidence the Registrar may require to establish that the transfer form has been duly signed.*

*No fee is payable to register a transfer of Notes so long as all applicable Taxes in connection with the transfer have been paid.*

***5.6 CHESS***

*Notes listed on the ASX (if any) are not:*

*(a) transferred through, or registered on, the Clearing House Electronic Subregister System operated by the ASX; or*

*(b) "Approved Financial Products" (as defined for the purposes of that system).*

***5.7 Transfers of unidentified Notes***

*If a Noteholder transfers some but not all of the Notes it holds and the transfer form does not identify the specific Notes transferred, the Registrar may choose which Notes registered in the name of Noteholder have been transferred. However, the aggregate Invested Amount of the*

*Notes registered as transferred must equal the aggregate Invested Amount of the Notes expressed to be transferred in the transfer form.*

## *6 INTEREST*

### *6.1 Interest on Notes*

*(a) In relation to each Note:*

*(i) each Note bears interest on its Invested Amount at its Interest Rate:*

*(A) subject to sub-paragraph (B), on its Invested Amount; or*

*(B) on its Stated Amount, if the Stated Amount of that Note is zero,*

*from (and including) its Issue Date to (but excluding) the date on which the Note is redeemed in accordance with condition 8.6 ("Final Redemption");*

*(ii) the amount of interest payable in respect of a Note pursuant to this condition 6.1(a) is calculated by multiplying the Interest Rate for the Interest Period, the Invested Amount of the Note or the Stated Amount of the Note (as applicable) and the Day Count Fraction.*

*(b) On and from the Step-Down Margin Date:*

*(i) each Class B Note, Class C Note, Class D Note, Class E Note and Class F Note will also bear interest:*

*(A) subject to sub-paragraph (B), on its Invested Amount; or*

*(B) on its Stated Amount, if the Stated Amount of that Note is zero,*

*from (and including) the Step-Down Margin Date to (but excluding) the date on which the Note is deemed to be redeemed in accordance with condition 8.7 ("Final Redemption") as calculated in accordance with condition 6.1(b)(ii);*

*(ii) the amount of interest payable in respect of a Class B Note, a Class C Note, a Class D Note, a Class E Note and a Class F Note (as applicable) pursuant to this condition 6.1(b) is calculated by multiplying the Residual Note Margin for that Note, the Invested Amount of that Note or the Stated Amount of that Note (as applicable) and the Day Count Fraction.*

*(c) Interest on each Note:*

*(i) accrues daily from and including the first day of an Interest Period to but excluding the last day of an Interest Period; and*

*(ii) is calculated on actual days elapsed and a year of 365 days.*

*(d) Interest under condition 6.1(a) is payable for each Note in arrears on each Payment Date. Interest under condition 6.1(b) is payable for each Class B Note, Class C Note, Class D Note, Class E Note and Class F Note in arrears on each Payment Date after the Step-Down Margin Date.*

### *6.2 Interest Rate determination*

*The Calculation Agent must determine the Interest Rate for the Notes for an Interest Period in accordance with these conditions and the Issue Supplement.*

*The Interest Rate must be expressed as a percentage rate per annum.*

### *6.3 Interest Rate*

*The Interest Rate for a Note is the sum of:*

*(a) the applicable Note Margin for that Note and that Interest Period; and*

*(b) the Bank Bill Rate.*

### *6.4 Calculation of interest payable on Notes*

*As soon as practicable after determining the Interest Rate for any Note for an Interest Period, the Calculation Agent must calculate the amount of interest payable on that Note for the Interest Period in accordance with condition 6.1 ("Interest on Notes").*

### *6.5 Notification of Interest Rate and other things*

*If any Interest Period or calculation period changes, the Calculation Agent may amend its determination or calculation of any rate, amount, date or other thing. If the Calculation Agent amends any determination or calculation, it must notify the Issuer and the Manager. The Calculation Agent must give notice to the Issuer and the Manager as soon as practicable after amending its determination or calculation.*

### *6.6 Determination and calculation final*

*Except where there is an obvious error, any determination or calculation the Calculation Agent makes in accordance with these conditions is final and binds the Issuer and each Noteholder.*

### *6.7 Rounding*

*For any determination or calculation required under these conditions:*

*(a) all amounts that are due and payable resulting from the determination or calculation must be rounded (with halves being rounded up) to:*

*(b) in the case of Australian dollars, one cent; and*

*(c) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.*

### *6.8 Default interest*

*If the Issuer does not pay an amount under this condition 6 ("Interest") on the due date, then the Issuer agrees to pay interest on the unpaid amount at the last applicable Interest Rate.*

*Interest payable under this condition accrues daily from (and including) the due date to (but excluding) the date the Issuer actually pays and is calculated using the Day Count Fraction.*

## *7 ALLOCATION OF CHARGE-OFFS*

*The Issue Supplement contains provisions for:*

*(a) allocating Charge-Offs to the Notes and reducing the Stated Amount of the Notes; and*

*(b) reinstating reductions in the Stated Amount of the Notes.*

## *8 REDEMPTION*

### *8.1 Redemption of Notes - Final Maturity*

*The Issuer agrees to redeem each Note on the Maturity Date of that Note by paying to the Noteholder the Redemption Amount for the Note. However, the Issuer is not required to redeem a Note on the Maturity Date of that Note if the Issuer redeems, or purchases and cancels, the Note before the Maturity Date of that Note.*

### *8.2 Redemption of Notes – Call Option*

*(a) The Manager may (at its option) direct the Issuer to redeem all (but not some only) of the Notes before the Maturity Date and upon receipt of such direction the Issuer must redeem the Notes by paying to the Noteholders the Redemption Amount for the Notes.*

*(b) The Manager may only direct the Issuer to redeem the Notes under this condition 8.2 if the proposed redemption date is a Call Option Date. The Manager agrees to direct the Issuer to give notice of the proposed redemption under this condition 8.2, at least 5 Business Days before the proposed redemption date, to the Registrar and the Noteholders and any stock exchange on which the Notes are listed.*

### *8.3 Redemption for taxation reasons*

*(a) If the Issuer is required under condition 10.2 ("Withholding tax") to deduct or withhold an amount in respect of Taxes from a payment in respect of a Note the Manager may (at its option) direct the Issuer to redeem all (but not some only) of the Notes and upon receipt of such direction the Issuer must redeem the Notes by paying to the Noteholders the Redemption Amount for the Notes.*

*(b) The Manager agrees to direct the Issuer to give notice of the proposed redemption under this condition 8.3, at least 15 days before the proposed redemption date, to the Registrar and the Noteholders and any stock exchange on which the Notes are listed.*

*(c) For any redemption of Notes under this condition 8.3, the proposed redemption date must be a Payment Date.*

### *8.4 Payment of principal in accordance with Issue Supplement*

*Payments of principal on each Note will be made in accordance with the Issue Supplement. The Invested Amount of each Note reduces from the date, and by the amount, of each payment of principal that the Issuer makes under the Issue Supplement.*

### *8.5 Late payments*

*If the Issuer does not pay an amount under this condition 8 ("Redemption") on the due date, then the Issuer agrees to pay interest on the unpaid amount at the last applicable Interest Rate.*

*Interest payable under this condition accrues daily from (and including) the due date to (but excluding) the date the Issuer actually pays and is calculated using the Day Count Fraction.*

### *8.6 Issuer may purchase Notes*

*The Issuer may purchase Notes in the open market or otherwise at any time and at any price.*

*If the Issuer purchases Notes under this condition 8.6, the Issuer may hold, resell or cancel the Notes at its discretion.*

### *8.7 Final Redemption*

*A Note will be finally redeemed, and the obligations of the Issuer with respect to the payment of the Invested Amount of that Note will be finally discharged, on*

*the date upon which the Invested Amount of that Note is reduced to zero.*

## *9 PAYMENTS*

### *9.1 Payments to Noteholders*

*The Issuer agrees to pay interest and amounts of principal in respect of a Note, to the person who is the Noteholder of that Note at the close of business on the Record Date in the place where the Note Register is maintained.*

### *9.2 Payments to accounts*

*The Issuer agrees to make payments in respect of a Note:*

*(a) if the Note is held in a Clearing System, by crediting on the Payment Date, the amount due to the account previously notified by the Clearing System to the Issuer and the Registrar in accordance with the Clearing System's rules and regulations in the country of the currency in which the Note is denominated; and*

*(b) if the Note is not held in a Clearing System, subject to condition 9.3 ("Payments by cheque"), by crediting on the Payment Date the amount due to an account previously notified by the Noteholder to the Issuer and the Registrar in the country of the currency in which the Note is denominated.*

### *9.3 Payments by cheque*

*If a Noteholder has not notified the Issuer of an account to which payments to it must be made by close of business in the place where the Note Register is maintained on the Record Date, the Issuer may make payments in respect of the Notes held by that Noteholder by cheque.*

*If the Issuer makes a payment in respect of a Note by cheque, the Issuer agrees to send the cheque by prepaid ordinary post on the Business Day immediately before the due date to the Noteholder (or, if two or more persons are entered in the Note Register as joint Noteholders of the Note, to the first named joint Noteholder) at its address appearing in the Note Register at close of business in the place where the Note Register is maintained on the Record Date. Despite the preceding sentence, the Issuer may send a cheque by any other means if directed by the Manager, provided that the Manager has formed the opinion that the cheque will be delivered at the address of the Noteholder by no later than the due date for payment.*

*Cheques sent to a Noteholder are sent at the Noteholder's risk and are taken to be received by the Noteholder on the due date for payment. If the Issuer makes a payment in respect of a Note by cheque, the Issuer is not required to pay any additional amount (including under condition 8.5 ("Late payments")) as a result of the Noteholder not receiving payment on the due date.*

### *9.4 Payments subject to law*

*All payments are subject to applicable law. However, this does not limit condition 10 ("Taxation").*

## *10 TAXATION*

### *10.1 No set-off, counterclaim or deductions*

*The Issuer agrees to make all payments in respect of a Note in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless such*

*withholding or deduction is required by law or is made under or in connection with, or in order to ensure compliance with, FATCA.*

### *10.2 Withholding tax*

*If a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of a Note, then (at the direction of the Manager):*

*(a) the Issuer agrees to withhold or deduct the amount; and*

*(b) the Issuer agrees to pay an amount equal to the amount withheld or deducted to the relevant authority in accordance with applicable law.*

*The Issuer is not liable to pay any additional amount to the Noteholder in respect of any such withholding or deduction (including, without limitation, for or on account of any withholding or deduction arising under or in connection with FATCA).*

## *11 TIME LIMIT FOR CLAIMS*

*A claim against the Issuer for a payment under a Note is void unless made within 10 years (in the case of principal) or 5 years (in the case of interest and other amounts) from the date on which payment first became due.*

## *12 GENERAL*

### *12.1 Role of Calculation Agent*

*In performing calculations under these conditions, the Calculation Agent is not an agent or trustee for the benefit of, and has no fiduciary duty to or other fiduciary relationship with, any Noteholder.*

### *12.2 Meetings of Secured Creditors*

*The Security Trust Deed contains provisions for convening meetings of the Secured Creditors to consider any matter affecting their interests, including any variation of these conditions.*

## *13 NOTICES*

### *13.1 Notices to Noteholders*

*All notices and other communications to Noteholders must be in writing and must be:*

*(a) sent by prepaid post (airmail, if appropriate) to the address of the Noteholder (as shown in the Note Register at close of business in the place where the Note Register is maintained on the day which is 3 Business Days before the date of the notice or communication);*

*(b) given by an advertisement published in:*

*(i) the Australian Financial Review or The Australian; or*

*(ii) if the Issue Supplement specifies an additional or alternate newspaper, that additional or alternate newspaper;*

*(c) posted on an electronic source approved by the Manager and generally accepted for notices of that type (such as Bloomberg or Reuters);*

*(d) distributed through the Clearing System in which the Notes are held' or*

*(e) if announced on the ASX (if any Notes are listed).*

### *13.2 When effective*

*Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in them.*

### *13.3 When taken to be received*

*Communications are taken to be received:*

*(a) if published in a newspaper, on the first date published in all the required newspapers;*

*(b) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or*

*(c) if posted on an electronic source, distributed through a Clearing System or announced on the ASX, on the date of such posting, distribution or announcement (as applicable).*

## *14 GOVERNING LAW*

### *14.1 Governing law and jurisdiction*

*These conditions are governed by the law in force in Victoria. The Issuer and each Noteholder submit to the non-exclusive jurisdiction of the courts of that place.*

### *14.2 Serving documents*

*Without preventing any other method of service, any document in any court action in connection with any Notes may be served on the Issuer by being delivered to or left at the Issuer's address for service of notices in accordance with clause 23 ("Notices and other communications") of the Security Trust Deed.*

## *15 LIMITATION OF LIABILITY*

*The Issuer's liability to the Noteholders of the Trust (and any person claiming through or under a Noteholder of the Trust) in connection with the Note Deed Poll and the other Transaction Documents of the Trust is limited in accordance with clause 18 ("Indemnity and limitation of liability") of the Master Trust Deed.*

## 6 GENERAL INFORMATION

### 6.1 Use of Proceeds

The proceeds from the issue and sale of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the Closing Date will be A$1,500,000,000.

On the Closing Date the Issuer will apply the proceeds of the Notes issued on the Closing Date towards payment of the purchase price for the Purchased Receivables and Purchased Related Securities. If the aggregate proceeds from the issue of those Notes on the Closing Date exceed the purchase price for the Purchased Receivables and Purchased Related Securities, the amount of such excess will form part of Total Available Principal in respect of the first Determination Date (see Section 7.4 ("Calculation of Total Available Principal").

The Issuer may apply the proceeds of the issue of any Redraw Notes after the Closing Date towards funding Redraws as described in Section 4.7 ("Redraws and Further Advances").

### 6.2 Clearing Systems

The Issuer will apply to Austraclear for approval for the Offered Notes to be traded on the Austraclear System. Such approval by Austraclear is not a recommendation or endorsement by Austraclear of the Offered Notes.

If the Offered Notes are lodged into the Austraclear System, Austraclear Limited will become the registered holder of those Offered Notes in the Register of Noteholders. While those Offered Notes remain in the Austraclear System:

(a) all payments and notices required of the Issuer and the Manager in relation to those Offered Notes will be directed to Austraclear Limited; and

(b) all dealings and payments in relation to those Offered Notes within the Austraclear system will be governed by the Austraclear rules and regulations.

Once the Offered Notes are lodged in Austraclear, interests in the Offered Notes may be held through Euroclear or Clearstream, Luxembourg, in which case, the rights of a holder of interests in Offered Notes so held will also be subject, *inter alia,* to the respective rules and regulations for accountholders of Euroclear and Clearstream.

### 6.3 Approvals

Regulations in Australia restrict or prohibit payments, transactions and dealings with assets having a prescribed connection with certain countries or named individuals or entities subject to international sanctions or associated with terrorism.

## 7 CASHFLOW ALLOCATION METHODOLOGY

All amounts received by the Issuer will be allocated by the Manager and paid in accordance with the Cashflow Allocation Methodology. The Cashflow Allocation Methodology applies only in respect of payments to be made before the occurrence of an Event of Default and enforcement of the General Security Deed in accordance with its terms.

### 7.1 Collections

The Servicer is obliged to collect all Collections on behalf of the Issuer during each Collection Period.

If the Servicer is the Seller and the Servicer has the Servicer Required Credit Rating, the Servicer is permitted to retain any Collections in respect of a Collection Period until 9:00am (Melbourne time) on the Payment Date following the end of the relevant Collection Period, on or before which time it must deposit such Collections into the Collection Account. In all other cases, the Servicer must remit all Collections it receives to the Collection Account within 2 Business Days of receipt of such Collections.

"**Collections**" means, in respect of a Collection Period, all amounts received by, or on behalf of, the Issuer in respect of the Purchased Receivables and Purchased Related Securities (on and from the Acquisition Cut-Off Date), including, without limitation:

(a) all principal, interest and fees;

(b) the proceeds received under any Lenders Mortgage Insurance Policy;

(c) any proceeds recovered from any enforcement action in respect of any Purchased Receivable or Purchased Related Security;

(d) any proceeds received on any sale or Reallocation of any Purchased Receivable or Purchased Related Security;

(e) any amount received as damages in respect of a breach of any representation, warranty or covenant in connection with the Purchased Receivable or Purchased Related Security;

(f) any amounts paid by the Seller in accordance with Section 4.11 ("Gross Up for Linked Deposit Accounts"); and

(g) in respect of the first Collection Period only, without double-counting, any Principal Adjustment paid by the Seller to the Issuer.

However, "Collections" does not include any such amounts received after the Repurchase Cut-Off Date in relation to a Receivable that has been repurchased by the Seller in accordance with the Transaction Documents.

### 7.2 Distributions during a Collection Period

If the Seller makes or is to make a Redraw or a Permitted Further Advance prior to the occurrence of an Event of Default, the Manager may, on any day during a Collection Period, direct:

(a) the Issuer to apply Collections received during that Collection Period and remitted by the Servicer as described in Section 7.1 ("Collections"); or

(b) the Servicer to apply Collections received during that Collection Period but not remitted as described in Section 7.1 ("Collections"),

in each case, towards funding (or reimbursing the Seller for) that Redraw or Permitted Further Advance (as applicable), to the extent that the Seller has not previously been reimbursed or

repaid the amount of that Redraw or Permitted Further Advance (as applicable) ("**Collection Period Distribution**").

However, the Manager must not, at any time during a Collection Period, direct the Issuer or the Servicer to make a Collection Period Distribution if the aggregate of Collection Period Distributions during that Collection Period would exceed the Principal Collections received up to that point in time in respect of the Collection Period.

### 7.3 Principal Collections

On each Determination Date in respect of the immediately preceding Collection Period, the Manager will determine the Principal Collections for that Collection Period.

"**Principal Collections**" means, in respect of a Determination Date and the immediately preceding Collection Period, the amount equal to:

(a) the amount of payments in respect of principal received during the immediately preceding Collection Period in respect of any Purchased Receivable (including, without limitation, whether as all or part of a scheduled payment by a Obligor on the relevant Purchased Receivable, on redemption (in whole or in part), on enforcement or on disposal of such Purchased Receivable or otherwise (including pursuant to any Lenders Mortgage Insurance Policy));

(b) damages payable as a result of a breach of a representation or warranty contained in the Transaction Documents in respect of a Purchased Receivable and which the Manager determines should be accounted for as Principal Collections in accordance with the Issue Supplement; and

(c) any other Collections received during that Collection Period which the Manager determines should be accounted for as Principal Collections or which otherwise are not included as Finance Charge Collections for that Determination Date.

### 7.4 Calculation of Total Available Principal

On each Determination Date, the Manager will determine the Total Available Principal that will be available for application in accordance with Section 7.5 ("Application of Total Available Principal").

"**Total Available Principal**" means, in respect of a Determination Date, the amount equal to:

(a) the Principal Collections in respect of that Determination Date; plus

(b) any Total Available Income to be applied on the Payment Date immediately following that Determination Date in accordance with Section 7.12(h) ("Application of Total Available Income – Principal Draws") towards repayment of Principal Draws; plus

(c) any Total Available Income to be applied on the Payment Date immediately following that Determination Date in accordance with Section 7.12(n) ("Application of Total Available Income - Losses") in respect of Losses for the immediately preceding Collection Period; plus

(d) any Total Available Income to be applied on the Payment Date immediately following that Determination Date in accordance with Section 7.12(o) ("Application of Total Available Income – Carryover Charge-Offs") in respect of Carryover Charge-Offs; plus

(e) any surplus proceeds of the issue of Redraw Notes to be applied on the Payment Date immediately following that Determination Date in accordance with Section 4.7 ("Redraws and Further Advances"); plus

(f) in respect of the first Determination Date only, any surplus proceeds of the issue of Notes to be applied as Total Available Principal; less

(g) any amounts paid by the Issuer or applied by the Servicer under Section 7.2 ("Distributions during a Collection Period") during the immediately preceding Collection Period.

### 7.5 Application of Total Available Principal

On each Determination Date prior to the occurrence of an Event of Default and enforcement of the General Security Deed, the Manager must direct the Issuer to pay (and the Issuer must pay) on the next Payment Date the following amounts out of the Total Available Principal in the following order of priority:

(a) (**Redraws and Permitted Further Advances**) first, towards repayment to the Seller of the amount of any Redraws or Permitted Further Advances provided by the Seller out of its own funds during or prior to the immediately preceding Collection Period and which have not previously been reimbursed or repaid (including, if the relevant Receivable has been repurchased in accordance with Section 4.7 ("Redraws and Further Advances") or Section 7.17 ("Call Option"), by way of a Deducted Amount applied to the Repurchase Price);

(b) (**Redraw Notes**) next, pari passu and rateably towards repayment of the Redraw Notes until the Aggregate Invested Amount of the Redraw Notes is reduced to zero;

(c) (**Principal Draws**) next, as a Principal Draw (if required) under Section 7.9 ("Principal Draw") on that Payment Date;

(d) (**Pro-Rata Criteria not satisfied**) next, if the Pro-Rata Criteria are not satisfied on that Payment Date, in the following order of priority:

(i) first, pari passu and rateably towards repayment of the Class A1 Notes until the Aggregate Invested Amount of the Class A1 Notes is reduced to zero;

(ii) next, pari passu and rateably towards repayment of the Class A2 Notes until the Aggregate Invested Amount of the Class A2 Notes is reduced to zero;

(iii) next, pari passu and rateably towards repayment of the Class B Notes until the Aggregate Invested Amount of the Class B Notes is reduced to zero;

(iv) next, pari passu and rateably towards repayment of the Class C Notes until the Aggregate Invested Amount of the Class C Notes is reduced to zero;

(v) next, pari passu and rateably towards repayment of the Class D Notes until the Aggregate Invested Amount of the Class D Notes is reduced to zero;

(vi) next, pari passu and rateably towards repayment of the Class E Notes until the Aggregate Invested Amount of the Class E Notes is reduced to zero; and

(vii) next, pari passu and rateably towards repayment of the Class F Notes until the Aggregate Invested Amount of the Class F Notes is reduced to zero;

(e) (**Pro-Rata Criteria satisfied**) next, if the Pro-Rata Criteria are satisfied on that Payment Date, pari passu and rateably towards repayment of:

(i) the Class A1 Notes until the Aggregate Invested Amount of the Class A1 Notes is reduced to zero;

(ii) the Class A2 Notes until the Aggregate Invested Amount of the Class A2 Notes is reduced to zero;

(iii) the Class B Notes until the Aggregate Invested Amount of the Class B Notes is reduced to zero;

(iv) the Class C Notes until the Aggregate Invested Amount of the Class C Notes is reduced to zero;

(v) the Class D Notes until the Aggregate Invested Amount of the Class D Notes is reduced to zero;

(vi) the Class E Notes until the Aggregate Invested Amount of the Class E Notes is reduced to zero; and

(vii) the Class F Notes until the Aggregate Invested Amount of the Class F Notes is reduced to zero; and

(f) (**Residual Unitholder**) next, as to any surplus (if any), to the Residual Unitholder.

However, if the Notes of a Class are to be redeemed at their Aggregate Stated Amount in accordance with the Conditions, the Manager must direct the Issuer to apply (and the Issuer must apply) the amounts referred to in paragraphs (b), (d) or (e), as applicable, towards repayment of the Aggregate Stated Amount (and not the Aggregated Invested Amount) of the relevant Class of Notes.

### 7.6 Pro-Rata Criteria

The **Pro-Rata Criteria** are satisfied on a Payment Date if:

(a) the Payment Date occurs on or after the second anniversary of the Closing Date;

(b) the first Call Option Date has not occurred;

(c) on the Determination Date immediately prior to that Payment Date, the Class A1 CE Level is equal to or greater than two times the Initial Class A1 CE Level;

(d) on the Determination Date immediately prior to that Payment Date, the 3 Month Average Arrears Ratio is less than or equal to 4%; and

(e) on the Determination Date immediately prior to that Payment Date, there are no unreimbursed Charge-Offs or Carryover Charge-Offs with respect to any Class of Notes.

### 7.7 Finance Charge Collections

On each Determination Date in respect of the immediately preceding Collection Period, the Manager will determine the Finance Charge Collections for that Collection Period.

"**Finance Charge Collections**" means, in respect of a Determination Date, the aggregate of the following items (without double counting):

(a) any amounts received from an Obligor in relation to Taxes and Government Agency charges in respect of a Purchased Receivable during that Collection Period;

(b) any interest and other amounts in the nature of interest or income, fees and charges received during that Collection Period under or in respect of any Purchased Receivable. It includes amounts of that nature:

(i) received during that Collection Period from the Seller or the Servicer by the Issuer upon Reallocation, repurchase of or extinguishment of the Issuer's title in a Purchased Receivable for any reason (including without limitation, any such amount which represents amounts in respect of accrued but unpaid interest and fees on the Purchased Receivables);

(ii) received during that Collection Period from the Seller or the Servicer in respect of:

(A) damages payable as a result of a breach of a representation or warranty contained in the Transaction Documents in respect of a Purchased Receivable and which the Manager determines should be accounted for as Finance Charge Collections;

(B) any obligation to indemnify or reimburse the Issuer in respect of a Purchased Receivable or under or in connection with a Transaction Document, such amounts to include damages received from the Seller or the Servicer which are determined to be Finance Charge Collections;

(C) amounts payable in accordance with Section 4.11 ("Gross Up for Linked Deposit Accounts"); or

(D) any Repurchase Accrual Adjustment paid by the Seller to the Issuer in connection with the repurchase of Purchased Receivables by the Seller pursuant to an Offer to Sell Back,

less:

(iii) reversals made during that Collection Period in respect of interest, income, fees or charges in respect of any Purchased Receivable where the original debit entry (or any part of the original debit entry) was made in error; and

(iv) any amount paid during that Collection Period to the Seller as an Accrual Adjustment upon the transfer of the Purchased Receivables to the Issuer from the Seller;

(c) any Recoveries received during that Collection Period in respect of a Purchased Receivable; and

(d) any other Collections that the Manager determines are of a similar nature and should be included as Finance Charge Collections.

**7.8 Calculation of Available Income**

On each Determination Date, the Manager will determine the Available Income.

"**Available Income**" means, in respect of a Determination Date, the aggregate of the following items (without double counting):

(a) the Finance Charge Collections received during the immediately preceding Collection Period; plus

(b) any Other Income in respect of that Determination Date; plus

(c) any net payments due to be received by the Issuer under each Derivative Contract on the next Payment Date; plus

(d) all other amounts received by or on behalf of the Issuer in respect of the Trust Assets which are determined by the Manager to be in the nature of income.

**7.9 Principal Draw**

If, on any Determination Date, there is a Payment Shortfall, then the Manager must direct the Issuer to allocate an amount of Total Available Principal (in accordance with Section 7.5 ("Application of Total Available Principal")) on the Payment Date immediately following that Determination Date equal to the lesser of:

(a) the Payment Shortfall; and

(b) the amount of Total Available Principal available for application for that purpose on that the following Payment Date in accordance with Section 7.5(c) ("Application of Total Available Principal – Principal Draws"),

(a "**Principal Draw**").

### 7.10 Liquidity Draw

If, on any Determination Date (after the determinations in accordance with Section 7.9 ("Principal Draw") have been made on that Determination Date), there is a Liquidity Shortfall, the Manager must direct the Issuer to, and the Issuer must, request a drawing under the Liquidity Facility on the Payment Date immediately following that Determination Date equal to the lesser of:

(a) the Liquidity Shortfall on that Determination Date; and

(b) the Available Liquidity Amount on that Determination Date,

(a "**Liquidity Draw**").

### 7.11 Calculation of Total Available Income

On each Determination Date, the Manager will determine the Total Available Income that will be available for application in accordance with Section 7.12 ("Application of Total Available Income").

"**Total Available Income**" means, in respect of a Determination Date, the aggregate of the following items:

(a) the Available Income for that Determination Date;

(b) any Principal Draw for that Determination Date; and

(c) any Liquidity Draw for that Determination Date.

### 7.12 Application of Total Available Income

On each Determination Date prior to the occurrence of an Event of Default and enforcement of the General Security Deed, the Manager must direct the Issuer to pay (and the Issuer must pay) on the next Payment Date the following amounts out of the Total Available Income in the following order of priority:

(a) (**Participation Unitholder**) first, A$1.00 to the Participation Unitholder;

(b) (**Accrual Adjustment**) next, payment to the Seller of any Accrual Adjustment (to the extent that it has not previously been paid to the Seller);

(c) (**fees and expenses**) next, pari passu and rateably:

(i) any Taxes payable in relation to the Trust for the Collection Period immediately preceding that Payment Date (after application of the balance of the Tax Account towards payment of such Taxes);

(ii) the Issuer's fee payable on that Payment Date;

(iii) the Servicer's fee payable on that Payment Date;

(iv) the Manager's fee payable on that Payment Date;

(v) the Security Trustee's fee payable on that Payment Date;

(vi) the Custodian's fee payable on that Payment Date;

(vii) any Enforcement Expenses incurred during the immediately preceding Collection Period; and

(viii) any Trust Expenses incurred during the immediately preceding Collection Period (excluding amounts of Trust Expenses already deducted from an account in the name of the Issuer);

(d) (**Derivative Contracts and Liquidity Facility interest and fees**) next, pari passu and rateably:

(i) towards payment to each Derivative Counterparty of the net amount due under each Derivative Contract (if any), excluding:

(A) any break costs in respect of the termination of that Derivative Contract to the extent that the Derivative Counterparty is the Defaulting Party; and

(B) any break costs in respect of the termination of the Fixed Rate Swap, to the extent that the Issuer has not received Prepayment Costs from Obligors during the immediately preceding Collection Period; and

(ii) towards payment to the Liquidity Facility Provider of any interest and fees payable on or prior to that Payment Date under the Liquidity Facility Agreement;

(e) (**Liquidity Draws**) next, to the Liquidity Facility Provider, towards payment or reimbursement of all outstanding Liquidity Draws made before that Payment Date;

(f) (**Class A1 Note Interest and Redraw Note Interest**) next, pari passu and rateably, towards:

(i) payment of the Interest for the Class A1 Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest for the Class A1 Notes in respect of preceding Interest Periods; and

(ii) payment of the Interest for the Redraw Notes (if any) for the Interest Period ending on (but excluding) that Payment Date any unpaid Interest for the Redraw Notes in respect of preceding Interest Periods;

(g) (**Class A2 Note Interest**) next, pari passu and rateably towards payment of the Interest for the Class A2 Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest for the Class A2 Notes in respect of preceding Interest Periods;

(h) (**Class B Note Senior Interest**) next, pari passu and rateably towards payment of the Interest for the Class B Notes for the Interest Period ending on (but excluding) that Payment Date (other than Class B Note Residual Interest, if any) and any unpaid Interest for the Class B Notes in respect of preceding Interest Periods (other than Class B Note Residual Interest, if any);

(i) (**Class C Note Senior Interest)** next, pari passu and rateably towards payment of the Interest for the Class C Notes for the Interest Period ending on (but excluding) that Payment Date (other than Class C Note Residual Interest, if any) and any unpaid Interest for the Class C Notes in respect of preceding Interest Periods (other than Class C Note Residual Interest, if any);

(j) (**Class D Note Senior Interest**) next, pari passu and rateably towards payment of the Interest for the Class D Notes for the Interest Period ending on (but excluding) that Payment Date (other than Class D Note Residual Interest, if any) and any unpaid

Interest for the Class D Notes in respect of preceding Interest Periods (other than Class D Note Residual Interest, if any);

(k) (**Class E Note Senior Interest**) next, pari passu and rateably towards payment of the Interest for the Class E Notes for the Interest Period ending on (but excluding) that Payment Date (other than Class E Note Residual Interest, if any) and any unpaid Interest for the Class E Notes in respect of preceding Interest Periods (other than Class E Note Residual Interest, if any);

(l) (**Class F Note Senior Interest**) next, pari passu and rateably towards payment of the Interest for the Class F Notes for the Interest Period ending on (but excluding) that Payment Date (other than Class F Note Residual Interest, if any) and any unpaid Interest for the Class F Notes in respect of preceding Interest Periods (other than Class F Note Residual Interest, if any);

(m) (**Principal Draws**) next, to be applied towards Total Available Principal, an amount equal to any unreimbursed Principal Draws;

(n) (**Losses**) next, to be applied towards Total Available Principal, an amount equal to any Losses in respect of the immediately preceding Collection Period;

(o) (**Carryover Charge-Offs**) next, to be applied towards Total Available Principal and in accordance with clause 7.14 ("Re-instatement of Carryover Charge-Offs"), an amount equal to the sum of all Carryover Charge-Offs (as calculated in respect of previous Determination Dates and which have not been reimbursed before that Payment Date);

(p) (**Class B Note Residual Interest**) next, following the Step-Down Margin Date, pari passu and rateably towards payment of the Class B Note Residual Interest (if any) for the Class B Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Class B Note Residual Interest for the Class B Notes in respect of preceding Interest Periods;

(q) (**Class C Note Residual Interest**) next, following the Step-Down Margin Date, pari passu and rateably towards payment of the Class C Note Residual Interest (if any) for the Class C Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Class C Note Residual Interest for the Class C Notes in respect of preceding Interest Periods;

(r) (**Class D Note Residual Interest**) next, following the Step-Down Margin Date, pari passu and rateably towards payment of the Class D Note Residual Interest (if any) for the Class D Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Class D Note Residual Interest for the Class D Notes in respect of preceding Interest Periods;

(s) (**Class E Note Residual Interest**) next, following the Step-Down Margin Date, pari passu and rateably towards payment of the Class E Note Residual Interest (if any) for the Class E Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Class E Note Residual Interest for the Class E Notes in respect of preceding Interest Periods;

(t) (**Class F Note Residual Interest**) next, following the Step-Down Margin Date, pari passu and rateably towards payment of the Class F Note Residual Interest (if any) for the Class F Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Class F Note Residual Interest for the Class F Notes in respect of preceding Interest Periods;

(u) (**subordinated Cashflow Support Facility amounts**), next, pari passu and rateably:

(i) towards payment to each Derivative Counterparty of any amounts payable to it in relation to the relevant Derivative Contract to the extent not otherwise paid under paragraph (d)(i) above; and

(ii) towards payment to the Liquidity Facility Provider of any amounts payable to it under the Liquidity Facility Agreement to the extent not otherwise paid under paragraphs (d)(ii) and (e) above;

(v) (**Tax Shortfall**) next, to retain in the Tax Account an amount equal to the Tax Shortfall (if any) in respect of that Payment Date;

(w) (**Tax Amount**) next, to retain in the Tax Account an amount equal to the Tax Amount (if any) in respect of that Payment Date; and

(x) (**surplus**) next, as to any surplus, to the Participation Unitholder by way of distribution of the income of the Trust.

### 7.13 Allocation of Charge-Offs

On each Determination Date the Manager must determine if there is a Charge-Off in respect of that Determination Date and must allocate any such Charge-Off on the immediately following Payment Date in the following order:

(a) first, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class F Notes until the Aggregate Stated Amount of the Class F Notes is reduced to zero (a "**Carryover Charge-Off (Class F)**");

(b) first, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class E Notes until the Aggregate Stated Amount of the Class E Notes is reduced to zero (a "**Carryover Charge-Off (Class E)**");

(c) next, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class D Notes until the Aggregate Stated Amount of the Class D Notes is reduced to zero (a "**Carryover Charge-Off (Class D)**");

(d) next, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class C Notes until the Aggregate Stated Amount of the Class C Notes is reduced to zero (a "**Carryover Charge-Off (Class C)**");

(e) next, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class B Notes until the Aggregate Stated Amount of the Class B Notes is reduced to zero (a "**Carryover Charge-Off (Class B)**"); and

(f) next, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class A2 Notes until the Aggregate Stated Amount of the Class A2 Notes is reduced to zero (a "**Carryover Charge-Off (Class A2)**"); and

(g) next, pari passu and pro-rata (according to the respective Aggregate Stated Amounts of the Class A1 Notes and any Redraw Notes):

(i) to reduce, pari passu and rateably, the Aggregate Stated Amount of the Class A1 Notes until the Aggregate Stated Amount of the Class A1 Notes is reduced to zero (a "**Carryover Charge-Off (Class A1)**"); and

(ii) to reduce, pari passu and rateably, the Aggregate Stated Amount of the Redraw Notes until the Aggregate Stated Amount of the Redraw Notes is reduced to zero (a "**Carryover Charge-Off (Redraw)**").

### 7.14 Re-instatement of Carryover Charge-Offs

To the extent that on any Payment Date amounts are available for allocation under Section 7.12(o) ("Application of Total Available Income – Carryover Charge-Offs"), then an amount equal to these amounts shall be applied on that Payment Date:

(a) first, pari passu and pro-rata (according the respective amounts of all Carryover Charge-Off (Class A1) and Carryover Charge-Off (Redraw), as calculated in respect of previous Determination Dates which have not been reimbursed before that Payment Date):

(i) to increase, pari passu and rateably, the Aggregate Stated Amount of the Class A1 Notes, until it reaches the Aggregate Invested Amount of the Class A1 Notes; and

(ii) to increase, pari passu and rateably, the Aggregate Stated Amount of the Redraw Notes until it reaches the Aggregate Invested Amount of the Redraw Notes;

(b) next, pari passu and rateably, to increase the Aggregate Stated Amount of the Class A2 Notes, until it reaches the Aggregate Invested Amount of the Class A2 Notes;

(c) next, pari passu and rateably, to increase the Aggregate Stated Amount of the Class B Notes until it reaches the Aggregate Invested Amount of the Class B Notes;

(d) next, pari passu and rateably to increase the Aggregate Stated Amount of the Class C Notes until it reaches the Aggregate Invested Amount of the Class C Notes;

(e) next, pari passu and rateably to increase the Aggregate Stated Amount of the Class D Notes until it reaches the Aggregate Invested Amount of the Class D Notes;

(f) next, pari passu and rateably, to increase the Aggregate Stated Amount of the Class E Notes until it reaches the Aggregate Invested Amount of the Class E Notes; and

(g) next, pari passu and rateably, to increase the Aggregate Stated Amount of the Class F Notes until it reaches the Aggregate Invested Amount of the Class F Notes.

### 7.15 Application of proceeds following an Event of Default

Following the occurrence of an Event of Default and enforcement of the General Security Deed, the Security Trustee must apply all moneys received by it in respect of the Collateral in the following order of priority:

(a) (**Issuer, Security Trustee and Receiver**) first, pari passu and rateably:

(i) to any Receiver appointed in accordance with the Security Trust Deed, for its Costs, fees and remuneration in connection with it acting as receiver in accordance with the Transaction Documents;

(ii) to the Security Trustee for its Costs and other amounts (including all Secured Moneys) due to it for its own account in connection with its role as security trustee in relation to the Trust; and

(iii) to the Issuer for its Costs and other amounts (including all Secured Moneys) due to it for its own account in connection with its role as trustee of the Trust;

(b) (**Manager, Servicer, Seller and Custodian**) next, to pay pari passu and rateably:

(i) all Secured Money due to the Manager;

(ii) all Secured Money due to the Servicer;

(iii) all Secured Money due to the Seller; and

(iv) all Secured Money due to the Custodian;

(c) (**Liquidity Facility Provider and Derivative Counterparties**) next, to pay pari passu and rateably:

(i) all Secured Money due to the Liquidity Facility Provider; and

(ii) all Secured Money due to each Derivative Counterparty (excluding any break costs in respect of the termination of the relevant Derivative Contract to the extent that the Derivative Counterparty is the Defaulting Party);

(d) (**Class A1 Noteholders and Redraw Noteholders**) next, all Secured Money owing to the Class A1 Noteholders and the Redraw Noteholders in relation to the Class A1 Notes and the Redraw Notes (as applicable). This will be applied:

(i) first, pari passu and rateably:

(A) towards, pari passu and rateably, all unpaid interest on the Class A1 Notes; and

(B) towards, pari passu and rateably, all unpaid interest on the Redraw Notes; and

(ii) next, pari passu and rateably:

(A) to reduce, pari passu and rateably, the Aggregate Invested Amount of the Class A1 Notes; and

(B) to reduce, pari passu and rateably, the Aggregate Invested Amount of the Redraw Notes;

(e) (**Class A2 Noteholders**) next, all Secured Money owing to the Class A2 Noteholders in relation to the Class A2 Notes. This will be applied:

(i) first, pari passu and rateably towards all unpaid interest on the Class A2 Notes; and

(ii) next, pari passu and rateably to reduce the Aggregate Invested Amount of the Class A2 Notes;

(f) (**Class B Noteholders**) next, all Secured Money owing to the Class B Noteholders in relation to the Class B Notes. This will be applied:

(i) first, pari passu and rateably towards all unpaid interest on the Class B Notes; and

(ii) next, pari passu and rateably to reduce the Aggregate Invested Amount of the Class B Notes;

(g) (**Class C Noteholders**) next, all Secured Money owing to the Class C Noteholders in relation to the Class C Notes. This will be applied:

(i) first, pari passu and rateably towards all unpaid interest on the Class C Notes; and

(ii) next, pari passu and rateably to reduce the Aggregate Invested Amount of the Class C Notes;

(h) (**Class D Noteholders**) next, all Secured Money owing to the Class D Noteholders in relation to the Class D Notes. This will be applied:

(i) first, pari passu and rateably towards all unpaid interest on the Class D Notes; and

(ii) next, pari passu and rateably to reduce the Aggregate Invested Amount of the Class D Notes;

(i) (**Class E Noteholders**) next, all Secured Money owing to the Class E Noteholders in relation to the Class E Notes. This will be applied:

(i) first, pari passu and rateably towards all unpaid interest on the Class E Notes; and

(ii) next, pari passu and rateably to reduce the Aggregate Invested Amount of the Class E Notes;

(j) (**Class F Noteholders**) next, all Secured Money owing to the Class F Noteholders in relation to the Class F Notes. This will be applied:

(i) first, pari passu and rateably towards all unpaid interest on the Class F Notes; and

(ii) next, pari passu and rateably to reduce the Aggregate Invested Amount of the Class F Notes;

(k) (**Derivative Counterparties**) next, pay pari passu and rateably all other Secured Moneys owing to each Derivative Counterparty not paid under the preceding paragraphs;

(l) (**other Secured Creditors**) next, to pay pari passu and rateably to each Secured Creditor any Secured Moneys owing to that Secured Creditor under any Transaction Document and not satisfied under the preceding paragraphs;

(m) (**Taxes**) next, to pay any Taxes payable in relation to the Trust;

(n) (**subsequent Encumbrance**) next, to any person with a subsequent ranking Encumbrance (of which the Security Trustee is aware) over the Collateral to the extent of the claim under that Encumbrance; and

(o) (**surplus**) next, to pay any surplus to the Issuer to be distributed in accordance with the terms of the Master Trust Deed.

### 7.16 Collateral Support

The proceeds of any Collateral Support will not be treated as Collateral available to be distributed in accordance with Section 7.15 (“Application of proceeds following an Event of Default”).

Following an Event of Default and enforcement of the General Security Deed, any such Collateral Support must:

(a) in the case of Collateral Support under a Derivative Contract, subject to the operation of any netting provisions in the relevant Derivative Contract, be returned to the relevant Derivative Counterparty except to the extent that the relevant Derivative Contract requires it to be applied to satisfy any obligation owed to the Issuer in connection with such Derivative Contract; and

(b) in the case of Collateral Support under the Liquidity Facility Agreement, be returned to the Liquidity Facility Provider.

### 7.17 Call Option

At least 5 Business Days before any Call Option Date the Manager may request in writing that the Issuer, and the Issuer upon receipt of such request must, offer ("**Clean-Up Offer**") to sell its right, title and interest in all (but not some only) of the Purchased Receivables and Purchased Related Securities in favour of the Seller on that Call Option Date for an amount ("**Clean-Up Offer Amount**") equal to (as at that Call Option Date) the Repurchase Price for such Purchased Receivables.

If the Clean-Up Offer is accepted, the Issuer must apply the Clean-Up Offer Amount received by it in accordance with the Cashflow Allocation Methodology on the relevant Call Option Date on which the Clean-Up Offer is accepted.

If the Manager determines that:

(a) Notes have been issued and have not been redeemed (or deemed to be redeemed) on or before a Call Option Date; and

(b) the Clean-Up Offer Amount is less than the amount which is sufficient to ensure that the Issuer can redeem all of the Notes in full at their Aggregate Invested Amount (as at the Determination Date immediately preceding the Call Option Date) plus all accrued but unpaid interest in respect of all Notes,

the Manager must direct the Issuer to seek the consent of the Noteholders of each Class of Notes then outstanding (to be provided by way of an Extraordinary Resolution of each Class of Noteholders) to the redemption of the Notes of that Class at their Aggregate Stated Amount (plus all accrued but unpaid interest in respect of all Notes).

The Manager must not direct the Issuer to make a Clean-Up Offer unless the Clean-Up Offer Amount is sufficient to ensure that the Issuer can redeem all of the Notes for an amount equal to:

(a) if the Noteholders of the relevant Class of Notes have approved the redemption of their Notes at their Stated Amount in accordance with the paragraphs above, the Aggregate Stated Amount of that Class of Notes; or

(b) otherwise, the Aggregate Invested Amount of the relevant Notes,

in each case, determined as at the Determination Date immediately preceding the Call Option Date and together with all accrued but unpaid interest in respect of all Notes.

# 8 ORIGINATION AND SERVICING OF THE RECEIVABLES

## 8.1 Origination of the Receivables

***Introduction***

This section contains an overview of the Seller's residential mortgage business to the extent it may be relevant to Receivables included in the Receivables Pool (as to which, see section 14 ("Pool Summary")). The following overview does not purport to be complete and is qualified by the information in the remainder of this Information Memorandum. Prospective investors should note that the credit policies under the Servicing Guidelines that applied to Receivables in the Receivables Pool at the time of origination (of those Receivables) may have been different to the credit policies that currently apply to those Receivables under the Servicing Guidelines. Under the Servicing Deed, ANZBGL (as Servicer) and the Manager may, from time to time, revise and amend the Servicing Guidelines that apply to Receivables in the Receivables Pool (except in a manner which would breach the National Credit Legislation, to the extent it applies to Purchased Receivables).

The Seller began originating and servicing residential mortgage loans in 1835 and is currently one of Australia's top four largest mortgage lenders. As at 31 March 2019, the Seller acted as the primary servicer on approximately 1,000,000 residential mortgage loans having an aggregate unpaid balance of approximately A$269 billion (excluding non-performing loans and offset balances).

See Section 14 ("Pool Summary") for various details relating to the Receivables Pool as at 31 May 2019.

The Seller's residential loan products have a wide variety of payment characteristics. The loans will have various maturities, interest rates, and amortisation schedules, among other characteristics.

The Seller may from time to time offer new products which have not been described in this *Information* Memorandum and borrowers whose loans have been sold to the *Issuer* may have the opportunity to convert to these products.

*Except as otherwise described in this Information Memorandum, all of the loans* will be secured by registered first ranking mortgages on owner-occupied or non-owner occupied residential properties located in the Commonwealth of Australia. The mortgaged properties may consist of detached individual houses or units, condominiums, townhouses, row houses, duplexes and other attached dwelling units.

Loans originated by the Seller may bear interest at (1) a rate per annum that is subject to periodic adjustment, as frequently as daily, as announced by the Seller from time to time, (2) a fixed rate per annum for a specified interval (generally 1, 2, 3, 4, 5, 7 or 10 years) which then reverts to a rate described in (1) above unless the borrower elects a further fixed rate term, or (3) an initial fixed rate per annum which, after a specified period, may be reset for a further fixed rate period.

Proceeds of the loans may be used by borrowers to acquire property, refinance existing loans or for other personal or investment requirements. Certain loans may have been the subject of refinancing for the purpose of utilising equity. See "*The Seller's Key Product Types —Home Loan Features*" below.

The Seller and its originators may from time to time offer borrowers an opportunity to convert a loan to another product which may have an interest rate which is different to prevailing market rates or which may offer borrowers certain additional features (such as an offset account or a discount on fees), subject to certain eligibility criteria.

In certain respects, the loans differ from loans offered by other lenders in other jurisdictions. Some of the principal differences may be:

- *Variable Rate Loans:* The variable rate loans are not tied to an objective index, but rather are determined from time to time by the Seller in its own judgment.

- *Redraws:* As described below under *"The Seller's Key Product Types — Home Loan Features — (b) Redraw,"* borrowers under certain loans are, subject to satisfaction of certain criteria, able to "redraw" on their mortgage loans.

- *Attached offset facilities*: As described below under "*The Seller's Key Product Types — Interest Offset*", offset facilities reduce the interest paid by the borrower to the Seller by reducing the effective interest bearing balance of the borrower's loan by the amount of funds in the linked offset account. This feature is only available for certain loan types.

- *Fixed Mortgage Rates:* The Seller does not originate "fixed rate" principal and interest loans in the traditional sense (i.e., loans that are issued with a single, specified rate for the term of the loan). Instead, as described above, the Seller originates loans that bear a fixed rate of interest for a specified period, but which then revert to the variable rate at the end of the specified period, unless the applicable borrower elects an alternative product type. Therefore, the interest rate at the conclusion of the "fixed" rate term may decline or increase over the remaining life of the loan.

***The Seller's Key Product Types***

The Seller currently offers a range of home loan products, with various features that are further described in the "*Home Loan Features*" section below. These home loan products may be obtained by borrowers for the primary purpose of acquiring an owner-occupied property or for the primary purpose of property investment.

*ANZ Standard Variable Home Loan and ANZ Standard Variable Residential Investment Loan*

This type of loan bears interest at a variable rate. The variable rates set under this product may fluctuate but are not linked to any objective index.

In addition, some loans in this category have an interest rate which is discounted by a fixed percentage to the variable rate. These discounts are offered on a discretionary basis.

*ANZ Fixed Home Loan and ANZ Fixed Residential Investment Loan*

This type of loan allows a borrower to set a designated rate of interest for selected periods. Terms for which the fixed rate can apply are 1, 2, 3, 4, 5, 7 and 10 years. On expiration of the fixed term, unless a new fixed term has been arranged by the borrower, or the borrower elects an alternative product type, the loan will automatically revert to the variable rate. Following this, the borrower may apply for another fixed rate term and payment of a new loan approval fee may be applicable.

*ANZ Simplicity PLUS Home Loan and ANZ Simplicity PLUS Residential Investment Loan*

This type of loan has a variable interest rate which is linked to its own independent index code (not to any objective index) and these may fluctuate independently of any such rates in the market. This product offers fewer features (when compared with the ANZ Standard Variable Home Loan and ANZ Standard Variable Rate Residential Investment Loan) and no ongoing fees.

***Home Loan Features***

Each loan may have some or all of the features described in this section. In addition, during the term of any loan, the Seller may agree to change any of the terms of that loan from time to time at the request of the borrower.

(a) *Variable or Fixed Interest Rates*. Section 14 ("Pool Summary") describes proportions of the Receivables Pool by reference to whether the loan bears a fixed or variable rate of interest as at the Acquisition Cut-Off Date. If loans are variable rate mortgage loans, borrowers are able to apply at a future date to fix the interest rate for selected terms, as described under "*The Seller's Key Product Types – ANZ Fixed Home Loan and ANZ Fixed Residential Investment Loan*" above. Whole or partial prepayments on fixed rate loans may oblige the borrower to pay an early repayment cost. Additional payments can be made by the borrower for most types of variable rate loans without penalty.

The applicable interest rate (variable or fixed) may differ depending on the primary purpose of the loan (owner-occupied or investment) and the payment arrangement (interest only or principal and interest).

(b) *Redraw.* Borrowers may request a redraw of principal where they have made early or additional repayments to a loan for which redraw is available. The aggregate amount that may be advanced at any time is limited to the amount of additional principal repayments made by the borrower, provided all other required payments have been made. See Section 4.7 ("Redraws and Further Advances") for information regarding the funding of Redraws in respect of Purchased Receivables.

Redraws can generally be made when the following criteria are met or otherwise at the Seller's discretion:

- the loan must have been fully drawn;
- the loan must not have been fully repaid;
- the loan must not be in a fixed rate period;
- the amount of early or additional repayments, less any previous redraws, must total an amount advised by the Seller from time to time;
- if the loan is guaranteed, the written consent of the guarantor must be obtained (applicable to Letters of Offer issued prior to 9 February 2008); and
- no event of default has occurred during the loan term.

These criteria may change from time to time at the discretion of the Seller.

(a) *Loans paid in advance with redraw available*. Borrowers who have a redraw facility and have made higher repayments than their required repayments will be considered to have paid in advance. In this instance, if the borrower does not make their required repayment, including repayment of interest, the required repayment may be taken from the funds available for redraw, until the available redraw amount cannot cover the required repayment. Any excess principal paid down because the borrower has funds in an offset account (and has made no adjustments to minimise repayments) will also be considered to have paid in advance. However, such excess principal will not be available for redraw or to cover future required repayments.

(b) *Substitution of security.* Subject to, and in accordance with, the Servicing Guidelines, the borrower may be permitted to transfer the loan so that it is secured by different security. If this results in an increase in the loan size, it is treated as a further advance.

(c) *Shared securities.* Some borrowers may have the option of more than one separate advance under separate loan contracts but secured by the same property. If a borrower requests the splitting of a loan, a partial prepayment of the existing loan would occur using the proceeds of the second loan with a separate loan account being established for the second loan.

(d) *Further advances.* The terms and conditions of the loans may provide borrowers the ability to seek further advances under their loans (i.e., in excess of the original approved loan balance). Any such further advances are subject to credit assessment and, if approved, will be advanced by the Seller. If the Seller makes such a further advance, other than a Permitted Further Advance, it will be required to repurchase the affected Purchased Receivables as desired in Section 4.7 ("Redraws and Further Advances").

(e) *Home loan packages*. Borrowers may elect to take out a home loan package, which typically comprises of an eligible home loan, an eligible transaction account and an eligible credit card. The home loan package has qualifying criteria based on the borrower's total aggregate loan amount and provides various benefits. These benefits may include interest rate discounts and fee waivers or reductions on certain home loan, transaction account and credit card product types.

*Loan Renewals and Variations*

From time to time borrowers may seek to vary the terms of their loan or apply for additional funds.

A loan may be varied in certain circumstances where, for example, there is an addition or removal of a borrower, a change to the required repayment amount or loan term or a change from an amortising loan to an interest only loan.

Where there is an application for additional funds, the Seller may either provide a further advance under the existing loan or lend the required funds under a separate supplementary loan (in which case, a new loan account will be established in the Seller's records). The borrower may elect whether funds are advanced under the existing loan or under a separate supplementary loan.

*Interest Offset*

The Seller offers borrowers an interest offset product known as "ANZ One Offset". This product can be linked to an eligible home loan account and may be used to reduce the interest payable on the borrower's home loan by offsetting the amount owed on the home loan against the amount of funds in the ANZ One Offset account.

There is no interest offset feature available to borrowers under "ANZ Simplicity PLUS Home Loans and "ANZ Simplicity PLUS Residential Investment Loans". There is no interest offset feature available to borrowers under "ANZ Fixed Home Loans" and "ANZ Fixed Residential Investment Loans" that, in each case, have a term greater than 1 year. The Seller may, in its discretion, treat another loan as an eligible ANZ loan for the purposes of offset.

The Seller does not actually pay interest to the borrower on the linked offset account but reduces the amount of interest which is payable by the borrower under its loan. This is achieved by reducing the effective interest bearing balance of the borrower's loan by the amount of funds in the linked offset account. The borrower continues to make its required repayments. The Seller will pay to the Trust the aggregate of all interest amounts offset as described in Section 4.11 ("Gross Up for Linked Deposit Accounts").

If, following a Title Perfection Event, the Issuer obtains legal title to a loan, the Seller will no longer be able to offer an interest offset arrangement for that loan and is required under the Transaction Documents of the Trust to withdraw such interest offset benefits available to Obligors in respect of Purchased Receivables.

*Interest Only Periods*

A borrower may request to make payments of interest only on the borrower's loan for a period of up to 5 years in the case of owner occupied loans (excluding ANZ Simplicity PLUS Home Loans) and a period of up to 10 years in the case of investment loans. Any extension requires a credit assessment. If the Seller agrees to such a request it does so by either applying higher principal repayments upon expiration of the interest only period so that the loan is repaid within its original term, or by extending the loan term by a period matching the interest only period (without exceeding a 30 year term loan). Such loans will only be included in the pool of loans for the Trust to the extent described in this Information Memorandum.

Interest only extensions on owner occupied loans may also be granted for up to 10 years in certain financial hardship cases.

Loans which have a current remaining interest only period of more than 5 years as at the Acquisition Cut-Off Date are not eligible for inclusion in the Trust, as set out in Section 4.2 ("Eligibility Criteria"). In relation to a loan which is a Trust Asset, in the event that loan becomes subject to an interest only period after Acquisition Cut-Off Date of more than 5 years (whether due to a new interest only period or extension of an existing interest only period) that loan may be repurchased by the Seller for having an Ineligible Feature, as described in Section 4.9 ("Obligor-requested Ineligible Features").

***Additional Features***

From time to time, additional features in relation to a loan that are not described above may be offered by the Seller or features that have been previously offered may cease to be offered by the Seller and any fees or other conditions applicable to such features may be added, removed or varied by the Seller.

***Origination Process***

The Receivables to be acquired by the Issuer on the Closing Date will include a portfolio of mortgage loans which have been originated by the Seller and its distribution networks through loan applications from new and existing borrowers. The Seller originates loans through the following key sources:

(a) The Seller's established distribution network. This includes the branch network, private banking, telephone sales operation, business relationship managers and via the Internet through the Seller's website at www.anz.com.

(b) Approved mortgage brokers and the Seller's network of independently owned mobile lending franchises. Brokers must successfully complete a company level review, and each individual sales force member must complete an accreditation program prior to introducing applications to the Seller. Approved mobile lending franchisees operate under a franchise agreement with the Seller, and all employees involved in home loan sales are required to complete training and accreditation. Franchisees act as credit representatives of the Seller. All broker and mobile lender applications are assessed by the Seller according to its credit assessment criteria and processes, and are managed by the Seller following settlement of the loan.

***Approval and Underwriting Process***

When a loan application is received it is processed in accordance with the Seller's approval policies. These policies are subject to continuous review and amendment by the Seller. The Seller, like other lenders in the Australian residential mortgage loan market, does not divide its borrowers into groups of differing credit quality for the purposes of setting standard interest rates for its residential mortgage loans. All borrowers must satisfy the Seller's approval criteria described in this section.

Loan advances may be applied for owner occupied, investment or personal purposes, and for the purchase, construction or renovation of a residential or investment property. While loan advances may also be applied to finance loans secured by land only, such loans are not eligible for inclusion in the portfolio of Receivables to be acquired by the Issuer on the Closing Date. Construction loans are also not eligible for inclusion in the portfolio of Receivables unless, as at the Acquisition Cut-Off Date, construction is completed.

There is a minimum loan amount of A$20,000 (although supplementary loans may be made to existing borrowers in amounts under this minimum and, in limited circumstances in the past, the minimum loan amount was not observed) and no maximum loan amount (subject to security and capacity to repay).

For loan applications in respect of loans with a total value of less than A$2,000,000, the Seller lends up to:

(a) except as outlined in paragraphs (b) to (d) below and in each case in accordance with the Seller's credit policy:

- in the case of principal and interest loans, a maximum of 90% of the market value of the property (excluding any capitalised amounts, such Lenders Mortgage Insurance (**LMI**) or mortgage protection insurance) or up to a maximum of 92% if LMI premium is capitalised to the loan;

- in the case of owner occupied interest only loans, a maximum of 80% of the market value of the property (including any capitalised amounts, such as LMI or mortgage protection insurance); and

- in the case of residential investment interest only loans, a maximum of 90% of the market value of the property (including any capitalised amounts, such as LMI or mortgage protection insurance).

(b) in the case of owner occupied principal and interest loans where the borrower is classified as a staff member of the Seller or as an existing customer, a maximum of 95% of the market value of the property (excluding any capitalised amounts, such as LMI or mortgage protection insurance) or up to a maximum of 97% if LMI premium is capitalised to the loan;

(c) where the borrower is classified as an eligible health professional (or any other defined professional as determined by the Seller from time to time):

- in the case of residential investment loans (whether principal and interest loans or interest only loans), a maximum of 90% of the market value of the property (excluding capitalised amounts); and

- in the case of owner occupied principal and interest loans, a maximum of 95% of the market value of the property (excluding capitalised amounts);

(d) a maximum of 70% of the market value of the property (including capitalised amounts) where the lending is for properties located in mining regions (identified by specified post codes) (no LMI is available for these loans); and

(e) a maximum of 80% of the market value of the property (including capitalised amounts) where the lending is for apartments located in specified post codes.

It is the Seller's standard policy that LMI be issued for all loans which have both a total loan value of less than A$2,000,000 (at the time of origination of that loan) and a loan-to-value ratio (see below) of more than 80% on standard residential properties. The insurance provides 100% coverage against loss on the entire loan principal, interest and recovery expenses (but not early repayment costs or additional interest accrued on amounts in arrears). In some circumstances, LMI may be waived for loans to eligible health professionals (and any other defined professional as determined by the Seller from time to time) and eligible staff members of the Seller.

For loan applications in respect of loans with a loan value of between A$2,000,000 and A$3,000,000 the Seller lends up to a maximum of 80% of the market value of the property (excluding any capitalised amounts). No LMI is available on loans within or over this value range.

For loan applications in respect of loans with a loan value of over A$3,000,000 the Seller lends up to a maximum of 75% of the market value of the property (excluding any capitalised amounts), subject to the Seller's discretion taking into consideration market and property characteristics. No LMI is available on loans over this value.

The Seller may also offer lending for non-standard residential properties (which may include small apartments, studio apartments, warehouse and university apartments) to which the Seller applies lower LVR thresholds.

The minimum term for a loan is one month. The maximum initial loan term is 30 years. The approval process includes verifying the borrower's identity and application details, considering the suitability of the loan type against the borrower's stated purpose, assessing the borrower's ability to repay the loan in accordance with the Sellers credit assessment policies and determining the value of the mortgaged property.

*Process for Verification of Application Details*

The verification process includes applicants providing proof of identity, information in respect of employment, income and, for loans where the loan to value ratio exceeds 85%, savings. In some cases, the Seller relies on information provided to it by borrowers or their agents as an outcome of enquiries made of the borrower. In some instances the information provided is compared to benchmarks and/or reviewed by the Seller for certain undisclosed expenses. Application details can be verified by reference to information already in the Seller's possession, such as bank accounts held

with the Seller. For an employed applicant, the process will include verifying income levels by reference to appropriate documents, such as recent payslips or bank statements submitted by the applicant or their agent, salary credits to a bank account held with the Seller or tax assessments provided by the applicant or their agent. For a self-employed or business applicant the process may include checking both annual accounts and tax assessments provided by the applicant or their agent. Where applicants have home loans with other financial institutions, the process requires the applicant to provide the last three months' statements of the existing home loans to determine the regularity of loan repayments.

The Seller checks the credit histories of any existing borrowings from the Seller and undertakes external credit checks (which outline previous enquiries for credit made by the applicant and historical loan defaults that are recorded for that applicant). In some instances, the Seller also utilises certain automated processes designed to detect debts to other financial institutions that were not disclosed by the applicant on its application. Information on an individual able to be shared by lenders through the credit reporting system has been limited to credit applications and credit defaults (known as "negative credit reporting"). However, progressive implementation of "comprehensive credit reporting" which involves reporting on additional data including the types of loans and credit accounts held, when accounts were opened and closed, credit limits and repayment history commenced among some lenders in 2018. This was in response to an announcement by the Federal Treasurer on 2 November 2017 that the Australian Government would legislate for a mandatory comprehensive credit reporting regime to come into effect by 1 July 2018. The *National Consumer Credit Protection Amendment (Mandatory Comprehensive Credit Reporting) Bill 2018* (Cth) was introduced into parliament on 28 March 2018 under the previous Australian Government but was not enacted into law. If the bill is ultimately enacted in its most recent form it will mandate the provision of comprehensive credit reporting data to credit reporting bodies. ANZ have commenced reporting comprehensive credit card data. Personal loan, car loan, home loan and overdraft data is planned to follow over the next 12 months.

*Assessing Ability to Repay*

An assessment is made of the applicant's ability to repay the proposed loan. The assessment is subject to interest rate buffers, minimum living expense floors and interest rate floors. The ability to repay is primarily based on the applicant's income being sufficient to cover all commitments including the proposed loan, along with any risk factors identified in verifying the applicant's income, savings or credit history. For interest only loans, the Seller assesses affordability of the entire loan amount against the residual principal and interest term. The Seller also applies minimum interest rate buffers to all other debt (other than the current home loan application being assessed).

*Valuation of mortgaged property*

The maximum allowable loan-to-value ratio, being the ratio of the loan amount (including certain capitalised amounts (if any) such as LMI but which may include capitalised fees (if any) such as registration fees) to the value of the mortgaged property, is calculated and an offer for finance is made conditional upon any outstanding approval conditions being satisfied. The amount of the loan that will be approved for a successful applicant is based on an assessment of the applicant's ability to repay the proposed loan and the loan-to-value ratio. For the purposes of calculating the loan-to-value ratio, except as otherwise described in this Information Memorandum, the value of the properties proposed as security for the loans to be acquired by the Issuer on the Closing Date have been determined at origination by one of the following methods:

- Valuation by appraiser. Valuations by qualified professional appraisers are carried out when there is some attribute of the loan or the property offered as security which, in accordance with the Seller's policies, requires a professional appraiser to undertake the assessment.

- Contract of sale. A contract of sale that specifies the amount paid for the proposed security property can be used under designated policies of the Seller. Such policies may include the validation of the amount paid using an automated valuation model.

- Automated valuation model. Valuations obtained by supplying the address and key features of the property offered as security to an external party which returns a statistically-derived valuation may be used where permitted by the Seller's policies.

- Valuation by an officer of the Seller. Historically, where there were no qualified professional valuers available in the area where the security property is located, an authorised officer of the Seller may have been utilised to procure the valuation in accordance with the Seller's policies. This valuation method is no longer utilised.

The maximum loan-to-value ratio that is permitted for any loan is determined according to the Seller's credit policy and is dependent on the size of the proposed loan, the main purpose of the lending, the nature and location of the proposed property and other relevant factors. Where more than one property is offered as security for a loan, the valuation for each property is considered and assessed against the loan amount sought.

*Credit Assessment*

The Seller uses application credit scoring as part of its assessment process in combination with automated policy rules. The application scorecards, policy rules and lending matrices use credit bureau data, existing customer data and data obtained from the customer to determine an automated response. Any manual assessment is conducted by a centralized credit assessment team. None of the Seller's lending authorities sit with sales agents or third party introducers.

- Credit scorecard. A credit scorecard system developed by the Seller automatically and consistently applies the Seller's credit assessment rules without relying on the credit experience of the inputting officer. The credit scorecard returns a decision to approve, reject or refer an application. An application is referred by the system if certain risk factors, such as loan size or a high commitment level, are present which require the application to be assessed by an experienced loan officer. The credit score determined by this system is based on historical performance data of the Seller's mortgage loan portfolio.

- Credit approval authorities. Mortgage loan applications which are referred or declined by the credit scorecard or via manual escalation are assessed by a loan officer. Each loan officer is allocated a credit approval authority based on their level of experience and past performance. Loans which have certain risk characteristics, such as loan size or a high commitment level, are assessed or verified by more experienced loan officers.

- The Seller monitors the quality of lending decisions and approvals.

### 8.2 Servicing of the Receivables

**The Servicer**

The Servicer will be responsible for servicing the Purchased Receivables on behalf of the Issuer.

**General**

The Servicer is contractually obligated to administer and service the Purchased Receivables:

- in such a manner and with the same level of skill, care and diligence as would a Prudent Lender following such collection procedures as it follows with respect to any comparable mortgage loans beneficially owned and serviced by it; and

- in accordance with the operational and servicing procedures and policies adopted by the Servicer in accordance with its credit and risk policy (as amended from time to time).

Servicing procedures include responding to customer inquiries, managing and servicing the features and facilities available under the Purchased Receivables and the management of delinquent mortgage loans.

See Section 10.4 ("Servicing Deed") for a more detailed description of the undertakings, remuneration and removal or resignation of the Servicer.

***Delegation by the Servicer***

While this Information Memorandum describes the Servicer as performing all Servicer functions, the Servicer has the power to delegate or subcontract the performance of all or any of its powers and obligations under the Servicing Deed to third parties, including its mortgage originators. References to the Servicer servicing the Purchased Receivables should be construed accordingly. Such third parties may in turn delegate or sub-contract some or all of their obligations to other parties. Such delegates will utilise the Servicer's standard systems and procedures or systems and procedures which are consistent with those of the Servicer in administering and servicing the Purchased Receivables. Despite any delegation, the Servicer remains responsible and liable for the performance of its obligations under the Servicing Deed.

***Collection and enforcement procedures***

A borrower must make each repayment due under the terms and conditions of the borrower's loan on or before its scheduled due date. A borrower will generally elect to make their repayments weekly, fortnightly or monthly so long as the equivalent of the monthly required repayment is received on or before its due date. Payment can be made to a branch (by cash or cheque), by direct debit to a nominated bank account, or by direct credit from the borrower's salary by their employer.

The majority of repayments on the loans are made by way of direct debits to a nominated bank account (held with the Seller), known as direct loan payments (**DLP**). The amount of the DLP is not automatically reduced if the monthly required repayment on the loan falls (e.g., following an interest rate reduction) but it is automatically increased if the minimum required repayment on the loan increases (e.g., following an interest rate increase). This process applies to principal and interest customers who have selected this payment option.

A loan is subject to action (as described below) in relation to delinquent payment whenever the monthly required repayment is not paid by its due date. However, under the terms of certain loans, borrowers may pay amounts which are additional to their monthly required repayment and have these funds available to redraw at a subsequent date. In the case of loans with redraw balances, or where there are funds available in a linked offset account, if a borrower subsequently fails to make some or all of a monthly required repayment, the Seller may apply funds available through the redraw or offset account to address the monthly required repayment.

The Servicer's collections system identifies loan accounts which are delinquent and allocates overdue loans to collection officers to take action.

Actions taken by the Servicer in relation to delinquent accounts will be determined according to a number of factors, including the following (with the input of a mortgage insurer if applicable):

- modelled behavioural score;
- delinquency history; and
- loan balance.

The Servicer may agree to a short term arrangement accepting less than the monthly required repayment in order to address temporary financial difficulty. Arrears accumulated during such arrangements may be naturally cured or capitalised through modification of loan contracts once the financial difficulty has been resolved and monthly required payments have been made for a consecutive 6 months. Longer term hardship may result in modification of loan contracts to, among other things, allow capitalisation of arrears, conversion to interest only, reduced interest margins and/or term extension. In considering a borrower with financial difficulty, the Servicer consults with the borrower and considers the causes of the borrower missing repayments and evaluates the probability of returning the loan to the original repayment schedule at the earliest opportunity.

If financial hardship is persistent and the sustainability of future payment is doubtful, legal notices are issued and recovery action is initiated by the Servicer. Recovery action is arranged by collections staff in conjunction with internal or external legal advisers. Recovery actions include:

- voluntary sale by the borrower;
- initiating a mortgagee sale; and
- making claims on lender's mortgage insurance.

Each account is graded into a high, medium or low risk category. The grading process considers factors such as the borrower's previous arrears history.

Borrowers whose loans are in arrears can receive reminders via SMS, direct phone contact and by letter. The frequency of these delinquency reminders will vary according to the number of days the loan is delinquent and the risk grading allocated to the relevant loan.

When a loan is delinquent for 60 days, subject to certain exceptions, a default notice will be sent to the borrower(s) and guarantor(s) requiring repayment of all delinquent amounts within 30 days. At the expiration of the default notice period, the account is transferred to the Servicer's recovery solicitors who are instructed to conduct the litigation process on behalf of the Servicer. The recovery solicitors follow procedures developed by the Servicer for a standard litigation process. Any variance from the agreed process is referred to the Servicer for further instructions. The Servicer receives confirmation of any action that has been undertaken by the recovery solicitors at each stage throughout the recovery process.

Court proceedings against the borrower will be commenced once appropriate demands and notices have been issued by the recovery solicitors. This usually occurs within 4 to 6 weeks of a matter being referred to the recovery solicitors.

Once the court papers have been served on the borrower, and provided that the borrower does not defend the court action, the Servicer can then enter default judgment in the relevant court against the borrower for possession of any security property for recovery of the debt owing. Once the Servicer has entered judgment it will apply for a warrant or writ of possession whereby the sheriff will set a date for the borrower to be evicted from the property. Timeframes for setting the date of eviction vary between relevant states and territories.

Once possession is obtained, appraisals and valuations are obtained by the Servicer and a reserve price is set for sale of the property by way of auction or private sale.

The process described above assumes that the borrower has either taken no action or has not honoured any commitments made to cure the default to the satisfaction of the Servicer and, in some cases, the relevant Mortgage Insurer. It should also be noted that the Servicer's ability to exercise its power of sale of the mortgaged property is dependent upon the statutory restrictions of the relevant state or territory as to notice requirements. In addition, there may be factors outside the control of the Servicer, such as whether the borrower contests the sale and the market conditions at the time of sale, which may affect the length of time between the decision of the Servicer to exercise its power of sale and final completion of the sale.

The Servicer's collection and enforcement procedures may change from time to time in accordance with business judgment, internal policy and changes to legislation and guidelines established by the relevant regulatory bodies.

***Loan Variations***

The Seller, in its discretion, may agree with a borrower from time to time to vary the terms and conditions of a loan without following the underwriting procedures described in this section. Such loan variations include changes to the interest rate and reductions in the term of the loan. Certain loan variations may result in the loan being removed from the Trust, as described in Section 4.7 ("*Redraws and Further Advances*") and Section 4.9 ("*Obligor-requested Ineligible Features*").

## 9 DESCRIPTION OF THE PARTIES

### 9.1 Issuer

Perpetual Corporate Trust Limited was incorporated in New South Wales on 27 October 1960 as T.E.A. Nominees (N.S.W.) Pty Limited under the Companies Act 1936 of New South Wales as a proprietary company. The name was changed to Perpetual Corporate Trust Limited on 18 October 2006 and Perpetual Corporate Trust Limited now operates as a limited liability public company under the Corporations Act. Perpetual Corporate Trust Limited is registered in New South Wales and its registered office is at Level 18, Angel Place, 123 Pitt Street, Sydney NSW 2000, Australia. The telephone number of Perpetual Corporate Trust Limited's principal office is +61 2 9229 9000.

Perpetual Corporate Trust Limited is a wholly owned subsidiary of Perpetual Limited, a publicly listed company on the ASX.

The principal activities of Perpetual Corporate Trust Limited are the provision of trustee and other commercial services. Perpetual Corporate Trust Limited has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act (Australian Financial Services Licence No. 392673). Perpetual Corporate Trust Limited and its related companies provide a range of services including custodial and administrative arrangements to the funds management, superannuation, property, infrastructure and capital markets sectors and has prior experience serving as a trustee for asset-backed securities transactions involving residential mortgage loans.

**Relationship with transaction parties**

None of the Servicer, the Custodian, the Seller, the Manager, the Derivative Counterparty or the Liquidity Facility Provider is a subsidiary of, or is controlled by, the Issuer.

### 9.2 Security Trustee

P.T. Limited, of Level 18, Angel Place, 123 Pitt Street, Sydney, NSW 2000 is appointed as the Security Trustee for the Trust on the terms set out in the Security Trust Deed. See Section 10.5 (“Security Trust Deed and General Security Deed”) for a summary of certain of the Security Trustee’s rights and obligations under the Transaction Documents. The Australian Business Number of P.T. Limited is 67 004 454 666.

Perpetual Trustee Company Limited has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act (Australian Financial Services Licence No. 236643). Perpetual Trustee Company Limited has appointed P.T. Limited to act as its authorised representative No. 266797 under that licence.

### 9.3 Australia and New Zealand Banking Group Limited (ANZBGL) – Seller, Servicer, Custodian, Derivative Counterparty and Liquidity Facility Provider

ANZBGL is the Seller, the Servicer, the Custodian, the Derivative Counterparty and the Liquidity Facility Provider.

ANZBGL is a public company limited by shares incorporated in Australia and was registered in the State of Victoria on 14 July 1977. ANZBGL’s registered office is located at Level 9, 833 Collins Street, Docklands, Victoria, 3008, Australia and the telephone number is +61 3 9683 9999. ANZBGL’s Australian Company Number is ACN 005 357 522.

ANZBGL provides a broad range of banking and financial products and services to retail, small business, corporate and institutional customers. Geographically, operations span Australia, New Zealand, a number of countries in the Asia Pacific region, the United Kingdom, France, Germany and the United States.

As of 31 March 2019, ANZBGL had total assets of A$980.2 billion and shareholders' equity excluding non-controlling interests of A$59.8 billion. In terms of total assets among banking

groups, ANZBGL and its subsidiaries (together, the "**ANZ Group**") ranked second in Australia[1] as of 31 March 2019 and first in New Zealand[2] as of 30 June 2018. ANZBGL's principal ordinary share listing and quotation is on the ASX. Its ordinary shares are also quoted on the New Zealand Stock Exchange ("NZX"). At the close of trading on 29 March 2019, ANZBGL had a market capitalisation of A$73.7 billion, which ranked among the top five largest companies listed on the ASX[3].

**Business Model**

ANZ Group's business model primarily consists of raising funds through customer deposits and the wholesale debt markets and lending those funds to customers. In addition, ANZ Group operates a Markets business which earns revenue from sales, trading and risk management activities. ANZ Group also provides payments and clearing solutions. ANZ Group currently earns revenue from its wealth activities through the provision of insurance, superannuation and funds management services which are largely classified as discontinued operations.

ANZ Group's primary lending activities are personal lending covering residential home loans, credit cards and overdrafts, and lending to corporate and institutional customers.

ANZ Group's income is derived from a number of sources, primarily:

- Net interest income – represents the difference between the interest income the ANZ Group earns on its lending activities and the interest paid on customer deposits and wholesale funding;
- Net fee and commission income – represents fee income earned on lending and non-lending related financial products and services. It includes net funds management income previously reported under net funds management and insurance income;
- Net income from insurance business – represents income earned from the provision of insurance and superannuation solutions;
- Share of associates' profits – represents the ANZ Group's share of the profit of an entity over which the ANZ Group has significant influence but not control; and
- Other income – includes revenue generated from sales, trading and risk management activities in the Markets business, net foreign exchange earnings and gains and losses from economic and revenue and expense hedges.

**Strategy**

ANZBGL's strategy is focused on becoming simpler, better balanced and more service-oriented to help people and businesses respond to a changing world.

ANZBGL believes that the execution of its strategy will deliver consistently strong results for its shareholders, achieving a balance between growth and return, short and long-term results and financial and social impact.

The strategic priorities of ANZBGL are:

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1 Source: Commonwealth Bank of Australia results announcement for the financial half year ended 31 December 2018; National Australia Bank results announcement for the financial half year ended 31 March 2019; Westpac Banking Corporation results announcement for the financial half year ended 31 March 2019.

2 Source: Reserve Bank of New Zealand Bank Financial Strength Dashboard (https://bankdashboard.rbnz.govt.nz/summary) for the quarter ending 31 December 2018.

3 Source: IRESS.

- **Create a simpler, better balanced bank.** Reduce operating costs and risks by removing product and management complexity, exiting low return and non-core businesses and reducing ANZBGL's reliance on low-returning aspects of institutional banking in particular.

- **Focus ANZBGL's efforts on areas where it can win.** Make buying and owning a home or starting, running and growing a small business in Australia and New Zealand easy. Be the best bank in the world for customers driven by the movement of goods and capital in ANZBGL's region.

- **Drive a purpose and values led transformation.** Create a stronger sense of core purpose, ethics and fairness, investing in leaders who can help sense and navigate a rapidly changing environment.

- **Build a superior everyday experience for customers and ANZBGL's people to compete in the digital age.** Build more convenient, engaging banking solutions to simplify the lives of customers and ANZBGL's people.

**Principal activities of ANZBGL**

ANZBGL and its group operates on a divisional structure with six continuing divisions: 'Australia', 'Institutional', 'New Zealand', 'Wealth Australia', 'Pacific' and 'Technology, Services & Operations and Group Centre'. As of 31 March 2019, the principal activities of the six divisions were:

***Australia***

The Australia division comprises the Retail and Business & Private Banking (B&PB) business units.

- Retail provides products and services to consumer customers in Australia via the branch network, mortgage specialists, contact centres and a variety of self-service channels (internet banking, phone banking, ATMs, website, ANZ share investing and digital banking) and third party brokers.
- B&PB provides a full range of banking products and financial services, including asset financing, across the following customer segments: medium to large commercial customers and agribusiness customers across regional Australia, small business owners and high net worth individuals and family groups.

***Institutional***

The Institutional division services global institutional and corporate customers across three product sets: Transaction Banking, Loans & Specialised Finance and Markets.

- Transaction Banking provides working capital and liquidity solutions including documentary trade, supply chain financing, commodity financing as well as cash management solutions, deposits, payments and clearing.
- Loans & Specialised Finance provides loan products, loan syndication, specialised loan structuring and execution, project and export finance, debt structuring and acquisition finance and corporate advisory.
- Markets provides risk management services on foreign exchange, interest rates, credit, commodities and debt capital markets in addition to managing the ANZ Group's interest rate exposure and liquidity position across Franchise Sales, Franchise Trading and Balance Sheet subdivisions.

***New Zealand***

The New Zealand division comprises the Retail and Commercial business units.

- Retail provides a full range of banking and wealth management services to consumer, private banking and small business banking customers. We deliver our services via our internet and app-based digital solutions and network of branches, mortgage specialists, relationship managers and contact centres.

- Commercial provides a full range of banking services including traditional relationship banking and sophisticated financial solutions through dedicated managers focusing on privately owned medium to large enterprises and the agricultural business segment.

***Wealth Australia***

The Wealth Australia division is comprised of financial planning services provided by salaried financial planners.

***Pacific***

The Pacific division provides products and services to retail customers, small to medium-sized enterprises, institutional customers and Governments located in the Pacific Islands. Products and services include retail products provided to consumers, traditional relationship banking and sophisticated financial solutions provided to business customers through dedicated managers.

***Technology, Services & Operations (TSO) and Group Centre***

TSO and Group Centre provide support to the operating divisions, including technology, group operations, shared services, property, risk management, financial management, strategy, marketing, human resources and corporate affairs. The Group Centre includes residual Asia Retail and Wealth, Group Treasury, Shareholder Functions and minority investments in Asia.

**Organisational Structure**

ANZBGL is not directly or indirectly owned and controlled by any other corporation or corporations or by any foreign government.

**Directors**

As at the date of this Information Memorandum, there are eight members on the Board of Directors of ANZBGL. Their names, positions within ANZBGL and principal outside activities are described below. The business address of the Board of Directors of ANZBGL is ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, Victoria 3008, Australia.

| **Name of Director** | **Position** | **Principal Outside Activities** |
|---|---|---|
| Mr David Michael Gonski AC | Chair<br>Independent Non-Executive Director | Chair, The University of New South Wales Foundation Limited. President, Art Gallery of NSW Trust Director, Australian Philanthropic Services Limited, Lowy Institute for International Policy and Sydney Airport Limited. Member, ASIC External Advisory Panel and Advisory Committee for Optus Limited, Chancellor, University of New South Wales Council. |
| Mr Shayne Cary Elliott. | Chief Executive Officer<br>Executive Director | Chair, Australian Banking Association. Director, ANZ Bank New Zealand Limited and the Financial Markets Foundation for Children. Member, Business Council of Australia. |
| Ms Ilana Rachel Atlas | Independent Non-Executive Director | Chair, Coca-Cola Amatil Limited and Jawun. Director, Paul Ramsay Foundation and OneMarket Limited. Member, Panel of Adara Partners. |

| Name of Director | Position | Principal Outside Activities |
|---|---|---|
| Ms Paula Jane Dwyer | Independent Non-Executive Director | Chair, Tabcorp Holdings Limited, Kin Group Advisory Board and Healthscope Limited. Director, Lion Pty Ltd and Allianz Australia Limited. Member, Kirin International Advisory Board and Australian Government Takeovers Panel. |
| Ms Sarah Jane Halton AO PSM | Independent Non-Executive Director | Chair, Vault Systems, Coalition for Epidemic Preparedness Innovations (Norway) and Council on the Ageing Australia. Director, Clayton Utz and Crown Resorts Limited. Member, Executive Board of the Institute of Health Metrics and Evaluation at the University of Washington. Adjunct Professor, University of Sydney and University of Canberra. Council Member, Australian Strategic Policy Institute. |
| Sir John Key GNZM AC | Independent Non-Executive Director | Chair, ANZ Bank New Zealand Limited. Director, Air New Zealand Limited and Palo Alto Networks Inc. |
| Mr Graeme Richard Liebelt | Independent Non-Executive Director | Chair, Amcor Limited and DuluxGroup Limited. Director, Australian Foundation Investment Company Limited and Carey Baptist Grammar School. |
| Mr John Thomas Macfarlane | Independent Non-Executive Director | Director, Craig's Investment Partners Limited, Colmac Group Pty Ltd, AGInvest Holdings Ltd (MyFarm Ltd), Balmoral Pastoral Investments and L1 Long Short Fund Ltd. |

For further information about the ANZ Group, see https://shareholder.anz.com/our-company

### 9.4 Manager

ANZ Capel Court Limited (ABN 30 004 768 807), a company incorporated in Australia under the Corporations Act, has agreed to act as Manager in respect of the Trust pursuant to the Management Deed. The business address of the Manager is Level 5, 242 Pitt Street, Sydney, New South Wales 2000, Australia.

### 9.5 Mortgage Insurer

ANZ Lenders Mortgage Insurance Pty Limited (ABN 77 008 680 055) ("**ANZLMI**"), a company incorporated in Australia under the Corporations Act (and a wholly-owned subsidiary of ANZBGL) is the Mortgage Insurer. The business address of ANZLMI is Level 9, 833 Collins Street, Melbourne, Victoria, Australia.

The principal activity of ANZLMI is lenders mortgage insurance underwriting. It is a general insurer authorised by the Australian Prudential Regulation Authority to carry on insurance business in Australia under the Insurance Act 1973 (Cwlth), subject to the conditions that the ANZLMI may only issue or renew insurance policies that are lenders mortgage insurance and not any other kind of insurance, and ANZLMI may only conduct insurance business in

Australia for the sole purpose of providing insurance for loans originated by, or on behalf of, ANZBGL.

ANZLMI's business is reinsured by a panel of reinsurers with an average reinsurer credit rating of A- or higher (S&P rating or equivalent), as at 1 January 2019. The panel includes both onshore reinsurers and offshore reinsurers, at least 50% of which are APRA authorised.

As of 31 March 2019, ANZLMI's total assets were A$1,085 million and its total equity A$418 million.

## 10 DESCRIPTION OF THE TRANSACTION DOCUMENTS

The following summary describes the material terms of the Transaction Documents. The summary does not purport to be complete and is subject to the provisions of the Transaction Documents. All of the Transaction Documents are governed by the laws of Victoria, Australia.

### 10.1 General Features of the Trust

***Constitution of the Trust***

The terms of the Trust are primarily governed by the Master Trust Deed, the Security Trust Deed and the Issue Supplement. An unlimited number of trusts may be established under the Master Trust Deed. The Trust is separate and distinct from any other trust established under the Master Trust Deed.

The Trust is a common law trust which was established in New South Wales on 24 May 2019, by the execution of the Notice of Creation of Trust.

The Issuer has been appointed as trustee of the Trust. The Issuer will issue Notes in its capacity as trustee of the Trust.

The Trust will terminate on the earlier of:

(a) the day before the eightieth anniversary of 24 May 2019; and

(b) the date which the Manager notifies the Issuer that it is satisfied that the Secured Money of the Trust has been unconditionally and irrevocably repaid in full.

***Capital***

The beneficial interest in the Trust is represented by:

(a) ten Residual Units; and

(b) one Participation Unit.

The initial holder of the Residual Units is ANZBGL.

The initial holder of the Participation Unit is ANZBGL.

***Purpose of the Trust***

The Trust has been established for the sole purpose of issuing the Notes (or incurring other liabilities in accordance with the Transaction Documents), acquiring and dealing with the Receivables and Related Securities and entering into the transactions contemplated by the Transaction Documents.

As at the Issue Date, and prior to the issue of the Notes, the Trust has not commenced operations and the Trust will, following the Issue Date, undertake no activity other than that contemplated by the Transaction Documents.

### 10.2 Master Trust Deed

***Entitlement of holders of the Residual Units and holders of the Participation Units***

The beneficial interest in the assets of the Trust is vested in the Residual Unitholder and the Participation Unitholder in accordance with the terms of the Master Trust Deed and the Issue Supplement.

***Entitlement to payments***

The Residual Unitholder and the Participation Unitholder have the right to receive distributions only if and to the extent that funds are available for distribution to them in accordance with the Issue Supplement.

Subject to this, the Residual Unitholder and the Participation Unitholder have no right to receive distributions other than a right to receive on the termination of the Trust the amount of the initial investment it made in respect of the Trust and any other surplus Trust Assets of the Trust on its termination in accordance with the terms of the Issue Supplement.

***Transfer***

The Residual Units and the Participation Units may be transferred in accordance with the Master Trust Deed. The Residual Units and the Participation Units may only be transferred if the Issuer agrees.

***Ranking***

The rights of the Secured Creditors under the Transaction Documents rank in priority to the interests of the Residual Unitholder and the Participation Unitholder.

***Restricted rights***

The Residual Unitholder and the Participation Unitholder are not entitled to:

(a) exercise a right or power in respect of, lodge a caveat or other notice affecting, or otherwise claim any interest in, any Trust Asset;

(b) require the Issuer or any other person to transfer a Trust Asset to it;

(c) interfere with any powers of the Manager or the Issuer under the Transaction Documents;

(d) take any step to remove the Manager or the Issuer;

(e) take any step to end the Trust; or

(f) interfere in any way with any other Trust.

Each Unitholder is bound by anything properly done or not done by the Issuer in accordance with the Transaction Documents whether or not the Unitholder approved of the thing done or not done.

***Obligations of the Issuer***

Pursuant to the Transaction Documents the Issuer undertakes to (among other things):

(a) act as trustee of the Trust and to exercise its rights and comply with its obligations under the Transaction Documents;

(b) carry on the Trust Business at the direction of the Manager and as contemplated by the Transaction Documents (and not, without the consent of the Security Trustee, do anything which is not part of the Trust Business);

(c) obtain, renew on time and comply with the terms of each authorisation necessary for it to enter into the Transaction Documents to which it is a party, comply with its obligations under them and allow them to be enforced;

(d) comply with all laws and requirements of authorities affecting it or the Trust Business and to comply with its other obligations in connection with the Trust Business;

(e) at the direction of the Manager, take action that a prudent, diligent and reasonable person would take to ensure that each Relevant Party complies with its obligations in connection with the Transaction Documents;

(f) not do anything to create any Encumbrances (other than a Permitted Encumbrance) over the Collateral;

(g) not commingle the Collateral of the Trust with any of its other assets (including the Collateral of any other trust) or the assets of any other person;

(h) not sell, transfer or dispose of the Collateral unless permitted to do so under the Transaction Documents; and

(i) notify the Security Trustee of full details of an Event of Default or Potential Event of Default in respect of the Trust after becoming aware of it, unless the Manager has already notified the Security Trustee.

The Issuer has no obligations in respect of the Trust other than those expressly set out in the Transaction Documents to which it is a party.

***Powers of the Issuer***

The Issuer has all the powers of a natural person and corporation in connection with the exercise of its rights and compliance with its obligations in connection with the Trust Business of the Trust.

***Delegation by the Issuer***

Subject to the below paragraphs, the Issuer may delegate any of its rights or obligations to an agent or delegate without notifying any other person of the delegation.

The Issuer is not responsible or liable to any Unitholder or Secured Creditor for the acts or omissions of any agent or delegate provided that:

(a) the delegate is a clearing system;

(b) the Issuer is obliged to appoint the delegate pursuant to an express provision of a Transaction Document or pursuant to an instruction given to the Issuer in accordance with a Transaction Document;

(c) the Issuer appoints the delegate in good faith and using reasonable care, and the delegate is not a Related Entity of the Issuer or employee of the Issuer; or

(d) the Manager consents to the delegation.

The Issuer agrees that it will not delegate a material right or obligation or a material part of its rights or obligations under the Master Trust Deed or appoint any Related Entity of it as its delegate, unless it has received the prior written consent of the Manager.

***Issuer's voluntary retirement***

The Issuer may retire as trustee of the Trust by giving the Manager at least 90 days' (or such shorter period as the Manager and the Issuer may agree) notice of its intention to do so. The retirement of the Issuer takes effect when:

(a) a successor trustee is appointed for the Trust;

(b) the successor trustee obtains title to, or obtains the benefit of, the Transaction Documents to which the Issuer is a party as trustee of the Trust; and

(c) the successor trustee and each other party to the Transaction Documents to which the Issuer is a party as trustee of the Trust have the same rights and obligations among themselves as they would have had if the successor trustee had been party to them at the dates of those documents.

***Issuer's mandatory retirement***

The Issuer must retire as trustee of the Trust if:

(a) the Issuer becomes Insolvent;

(b) it is required to do so by law;

(c) the Issuer ceases to carry on business as a professional trustee; or

(d) the Issuer mergers or consolidates with another entity, unless that entity assumes the obligations of the Issuer under the Transaction Documents to which the Issuer is a party as trustee of the Trust and each Designated Rating Agency has been notified of the proposed retirement.

In addition, the Manager may request the Issuer to and the Issuer must (if so requested) retire as trustee of the Trust if the Issuer (i) does not comply with a material obligation under the Transaction Documents and, if the non-compliance can be remedied, the Issuer does not remedy the non-compliance within 30 days of being requested to do so by the Manager; or (ii) if any action is taken by or in relation to the Issuer (other than in accordance with the Transaction Documents) which causes an Adverse Rating Effect.

***Appointment of successor trustee***

If the Issuer retires as trustee of the Trust, the Manager must use its best endeavours to ensure that a successor trustee is appointed for the Trust as soon as possible. If no successor trustee is appointed within 90 days after notice of retirement or removal is given, the Issuer may appoint a successor trustee (provided that the appointment of such successor would not cause an Adverse Rating Effect) or apply to the court for a successor trustee to be appointed.

***Fee***

The Issuer is entitled to a fee (as agreed between the Manager and the Issuer from time to time) for performing its obligations under the Master Trust Deed in respect of the Trust. Any increase to that fee must not be agreed unless a Rating Notification has been provided in respect of the increase.

***Indemnity***

The Issuer is indemnified out of the Trust Assets against any liability or loss arising from, and any costs properly incurred in connection with, complying with its obligations or exercising its rights under the Transaction Documents.

To the extent permitted by law, this indemnity applies despite any reduction in value of, or other loss in connection with, the Trust Assets of the Trust as a result of any unrelated act or omission by the Issuer or any person acting on its behalf.

The indemnity does not extend to any liabilities, losses or costs to the extent that they are due to the Issuer's fraud, negligence or Wilful Default.

The costs referred to above include all legal costs in accordance with any written agreement as to legal costs or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor and own client basis.

These legal costs include any legal costs which the Issuer incurs in connection with proceedings brought against it alleging fraud, negligence or Wilful Default on its part in relation to the Trust. However, the Issuer must repay any amount paid to it in respect of those legal costs under the above paragraph if and to the extent that a court determines that the Issuer was fraudulent, negligent or in Wilful Default in relation to the Trust or the Issuer admits it.

***Limitation of Issuer's liability***

The Issuer enters into the Transaction Documents of the Trust only in its capacity as trustee of the Trust and in no other capacity. Notwithstanding any other provisions of the Transaction Documents, a liability arising under or in connection with the Transaction Documents of the Trust is limited to and can be enforced against the Issuer only to the extent to which it can be satisfied out of the Trust Assets of the Trust out of which the Issuer is actually indemnified for the liability. This limitation of the Issuer's liability applies despite any other provision of any Transaction Document of the Trust (other than as set out in the below paragraphs of this section titled "Limitation of Issuer's liability" of this Section 10.2 ("Master Trust Deed")) and extends to all liabilities and obligations of the Issuer in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to any Transaction Document of the Trust.

The parties (other than the Issuer) may not sue the Issuer in any capacity other than as trustee of the Trust, including seek the appointment of a receiver (except in relation to the Trust Assets of the Trust), a liquidator, an administrator or any similar person to the Issuer or prove in any liquidation, administration or arrangement of or affecting the Issuer (except in relation to the Trust Assets of the Trust).

The Issuer's limitation of liability shall not apply to any obligation or liability of the Issuer to the extent that it is not satisfied because under the Master Trust Deed or by operation of law there is a reduction in the extent of the Issuer's indemnification out of the Trust Assets of the Trust as a result of the Issuer's fraud, negligence or Wilful Default in relation to the Trust.

It is acknowledged that the Relevant Parties are responsible under the Master Trust Deed and the other Transaction Documents of the Trust for performing a variety of obligations relating to the Trust. No act or omission of the Issuer (including any related failure to satisfy its obligations or breach of representation or warranty under the Master Trust Deed or any other Transaction Document of the Trust) will be considered fraud, negligence or Wilful Default of the Issuer to the extent to which the act or omission was caused or contributed to by any failure by any Relevant Party or any other person to fulfil its obligations relating to the Trust or by any other act or omission of any Relevant Party or any other person.

No attorney, agent, receiver or receiver and manager appointed in accordance with the Master Trust Deed or any other Transaction Document of the Trust has authority to act on behalf of the Issuer in a way which exposes the Issuer to any personal liability and no act or omission of any such person will be considered fraud, negligence or Wilful Default of the Issuer for the purpose of this section.

***Liability must be limited and must be indemnified***

The Issuer is not obliged to do or not do anything in connection with the Transaction Documents (including enter into any transaction or incur any liability) unless:

(a) the Issuer's liability is limited in a manner which is consistent with the section titled "Limitation of Issuer's liability" of this Section 10.2 ("Master Trust Deed"); and

(b) it is indemnified against any liability or loss arising from, and any costs properly incurred in connection with, doing or not doing that thing in a manner which is consistent with the section titled "Indemnity" of this Section 10.2 ("Master Trust Deed").

The Issuer is not obliged to use its own funds in performing its obligations under any Transaction Document except where the Issuer's right of indemnification out of the Trust Assets of the Trust does not apply due to the Issuer's fraud, negligence or Wilful Default in relation to the Trust (as described in the section titled "Limitation of Issuer's liability" of this Section 10.2 ("Master Trust Deed"). However, the Issuer is not entitled to be reimbursed or indemnified for general overhead costs and expenses of the Issuer incurred directly or indirectly in connection with the Trust.

***Exoneration***

Neither the Issuer nor any of its directors, officers, employees, agents or attorneys will be taken to be fraudulent, negligent or in Wilful Default because:

(a) any person other than the Issuer does not comply with its obligations under the Transaction Documents;

(b) of the financial condition of any person other than the Issuer;

(c) any statement, representation or warranty of any person other than the Issuer in a Transaction Document is incorrect or misleading;

(d) of any omission from or statement or information contained in any information memorandum or any advertisement, circular or other document issued in connection with any Notes other than in respect of any corporate statements or information provided by the Issuer for inclusion in the document;

(e) of the lack of the effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of the Transaction Documents or any document signed or delivered in connection with the Transaction Documents;

(f) of acting, or not acting (unless it has been instructed in accordance with the Transaction Documents to act), in accordance with instructions of:

  (i) the Manager; or

  (ii) any other person (including any Secured Creditors) permitted to give instructions or directions to the Issuer under the Transaction Documents (or instructions or directions that the Issuer reasonably believes to be genuine and to have been given by an appropriate officer of any such person);

(g) of acting, or not acting (unless it has been instructed in accordance with the Transaction Documents to act), in good faith in reliance on:

  (i) any communication or document that the Issuer believes to be genuine and correct and to have been signed or sent by the appropriate person;

  (ii) as to legal, accounting, taxation or other professional matters, on opinions and statements of any legal, accounting, taxation or other professional advisers used by it or any other party to the Transaction Documents;

  (iii) the contents of any statements, representation or warranties made or given by any party to a Transaction Document other than the Issuer; or

  (iv) on any calculations made by the Manager under any Transaction Document (including without limitation any calculation in connection with the collections in respect of the Trust);

(h) it is prevented or hindered from doing something by law or order;

(i) of any payment made by it in good faith to a fiscal authority in connection with Taxes (including Taxes assessed on the income of the Trust) or other charges in respect of the Trust even if the payment need not have been made;

(j) of the exercise or non-exercise of a discretion on the part of the Manager or any other party to the Transaction Documents; or

(k) of a failure by the Issuer to check any calculation, information, document, form or list supplied or purported to be supplied to it by the Manager under any Transaction Document or by any other person.

***No supervision***

Except as expressly set out in the Transaction Documents of the Trust, the Issuer has no obligation to supervise, monitor or investigate the performance of the Manager or any other person.

**10.3 Management Deed**

***Appointment of the Manager***

Under the Management Deed the Issuer appoints the Manager as its exclusive manager to perform the services described in the Management Deed on behalf of the Issuer.

***Obligations of the Manager***

Under the Management Deed, the Manager must (amongst other things):

(a) direct the Issuer in relation to how to carry on the Trust Business, including:

(i) the Issuer entering into any documents in connection with the Trust;

(ii) the Issuer issuing Notes;

(iii) the Issuer acquiring, disposing of other otherwise dealing with any Purchased Receivables; and

(iv) the Issuer exercising its rights or complying with its obligations under the Transaction Documents;

(b) carry on the day-to-day administration, supervision and management of the Trust Business of the Trust in accordance with the Transaction Documents for the Trust (including keeping proper accounting records in accordance with all applicable laws and any other records of the Trust provided for in the Transaction Documents including for the purposes of preparing reports in relation to requirements of the Reserve Bank of Australia or the EU Retention Rules and similar requirements, in each case to the extent applicable to the Trust or the Notes);

(c) obtain, renew on time and comply with the terms of each authorisation necessary for it to enter into the Transaction Documents to which it is a party, comply with its obligations under them and allow them to be enforced;

(d) take such action as is consistent with its obligations under the Transaction Documents to assist the Issuer to perform its obligations under the Transaction Documents;

(e) not take or direct the Issuer to take any action that would cause the Issuer to breach any applicable law (including the National Credit Legislation) or its obligations under the Transaction Documents; and

(f) calculate and direct the Issuer to pay on time all amounts for which the Issuer is liable in connection with the Trust Business, including rates and Taxes.

The Management Deed contains various provisions relating to the Manager's exercise of its powers and duties under the Management Deed, including provisions entitling the Manager to act on expert advice.

***Delegation by the Manager***

The Manager may employ agents and attorneys and may delegate any of its rights or obligations in its capacity as manager. The Manager agrees to exercise reasonable care in selecting delegates.

The Manager is responsible for any loss arising due to any acts or omissions of any person appointed as delegate and for the payment of any fees of that person.

***Manager's exoneration***

Without limiting the Manager's liability for delegates and agents as described above, neither the Manager nor any of its directors, officers, employees, agents, attorneys or Related Entities is responsible or liable to any person:

(a) because any person does not comply with its obligations under the Transaction Documents of the Trust; or

(b) because of the fraud, negligence or Wilful Default of the Issuer; or

(c) for the financial condition of any person; or

(d) because any statement, representation or warranty of any person in a Transaction Document of the Trust is incorrect or misleading; or

(e) for the effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of the Transaction Documents of a Trust or any document signed or delivered in connection with the Transaction Documents; or

(f) for acting, or not acting, in good faith in reliance on:

(i) any communication or document that the Manager believes to be genuine and correct and to have been signed or sent by the appropriate person; or

(ii) any opinion or advice of any professional advisers used by it in relation to any legal, accounting, taxation or other matters; or

(g) for any error in a Note Register or Unit Register; or

(h) for the performance of any Purchased Receivable or Authorised Investment; or

(i) if the Issuer acquires any Purchased Receivable or Authorised Investment and the acquisition price or, in the case of an Authorised Investment, the rate of return, is not the best available at the time the Issuer acquired it; or

(j) because it is prevented or hindered from doing something by law or order; or

(k) for payments (except when made negligently) made by it in good faith to a fiscal authority in connection with Taxes (including Taxes assessed on the income of the Trust) or other charges in respect of the Trust even if the payment need not have been made; or

(l) because of any error of law or any matter done or omitted to be done by it in good faith in the event of the liquidation or dissolution of a company; or

(m) because of the exercise or non-exercise of a discretion under the Transaction Documents of the Trust on the part of any party other than the Manager to the Transaction Documents.

However, the above does not relieve the Manager of its responsibilities or liabilities to any person in connection with a Transaction Document to the extent that any such relevant loss is caused by the Manager's fraud, negligence or material breach of its obligations under the Management Deed or any other Transaction Document to which the Manager is a party.

***Manager indemnity***

Except as set out in the section above entitled "Manager's exoneration" in this Section 10.3 ("Management Deed"), the Manager indemnifies the Issuer from and against any relevant loss which the Issuer incurs or suffers directly as a result of:

(a) a failure by the Manager to comply with its obligations under the Management Deed or any other any Transaction Document of the Trust to which it is a party; or

(b) a representation or warranty given by it to the Issuer under any Transaction Document of the Trust to which it is a party being incorrect,

but excluding any such amounts which are due to the Issuer's own negligence, fraud or Wilful Default.

***Manager's voluntary retirement***

The Manager may retire as manager of the Trust upon giving the Issuer at least 90 days' notice (or such shorter period as the Manager and the Issuer may agree or, after the Notes have been repaid in full or otherwise redeemed, by at least 5 Business Days' notice) of its intention to do so.

***Manager's mandatory retirement***

The Manager must retire as manager of the Trust if required by law.

***Removal of the Manager***

The Issuer may remove the Manager as manager of the Trust by giving the Manager 90 days' notice (or immediately by notice if the Manager is Insolvent). However, the Issuer may only give notice if at the time it gives the notice:

(a) a Manager Termination Event is continuing in respect of the Trust; and

(b) each Designated Rating Agency has been notified of the proposed removal of the Manager.

It is a "**Manager Termination Event**" if:

(a) the Manager:

(i) does not comply with a material obligation under the Transaction Documents and such non-compliance will have a Material Adverse Effect; and

(ii) if the non-compliance can be remedied, the Manager does not remedy the non-compliance within 60 Business Days of the Manager receiving a notice from the Issuer or the Security Trustee requiring its remedy (or such longer period as may be agreed between the Manager and the Issuer); or

(b) any representation or warranty made by the Manager in connection with the Transaction Documents is incorrect or misleading when made and such failure will have a Material Adverse Effect, unless such failure is remedied to the satisfaction of

the Issuer within 60 Business Days of the Manager receiving a notice from the Issuer or the Security Trustee requiring its remedy (or such longer period as may be agreed between the Manager and the Issuer); or

(c) the Manager becomes Insolvent.

The Issuer may agree to waive the occurrence of any event which would otherwise constitute a Manager Termination Event at its own discretion or, following a request by the Issuer to the Security Trustee, if directed by the Security Trustee (acting on the direction of an Extraordinary Resolution of the Voting Secured Creditors), provided in each case that a Rating Notification has been provided in respect of the waiver.

***When retirement or removal takes effect***

The retirement or removal of the Manager as manager of the Trust will only take effect once a successor manager is appointed for the Trust (other than where the Manager has voluntarily retired after the Notes have been repaid in full or otherwise redeemed).

***Appointment of successor manager***

If the Manager retires or is removed as manager of the Trust (other than where the Manager has voluntarily retired after the Notes have been repaid in full or otherwise redeemed, in which case no successor manager is required to be appointed), the retiring Manager agrees to use its reasonable endeavours to appoint a person to replace the Manager as manager as soon as possible. A successor manager may only be appointed if each Designated Rating Agency has been notified of the proposed appointment of a successor manager.

If the Manager retires or is removed as manager of the Trust (other than due to the Manager being Insolvent) and a successor manager is not appointed within 90 days after the notice of retirement or removal of the Manager is given, the Issuer will (with effect from the expiry of the 90 day period) be taken to have been appointed as, and must act as, successor manager and will be entitled to the same rights under the Transaction Documents of the Trust that it would have had if it had been party to them as Manager at the dates of those documents until a successor manager is appointed by the Issuer.

If the Manager retires or is removed as manager of the Trust due to the Manager being Insolvent, the Trustee must act as manager of the Trust in accordance with the Transaction Documents until a successor manager is appointed and will be entitled to the same rights under the Transaction Documents as it would have had if it has been party to them as Manager at the dates of those documents, until a successor manager is appointed by the Trustee.

The Issuer is only required to act as manager of the Trust if it is entitled to the fee payable to the outgoing manager (or such other fee agreed with the outgoing Manager in respect of which it has given a Rating Notification).

If, following the retirement or removal of the Manager, the Issuer is required to act as manager of the Trust, the Issuer will not be responsible for, and will not be liable for, any inability to perform or deficiency in performing its duties and obligations as manager if it is unable to perform those duties and obligations due to:

(a) the state of affairs of the previous Manager, its books and records, its business, data collection, storage or retrieval systems or its computer equipment or software, prior to, or at the time of, the removal or retirement of the Manager;

(b) the inaccuracy, incompleteness or lack of currency of any data, information, documents or records of the Manager;

(c) a failure by the previous Manager to comply with its obligations to deliver documents or a failure to perform by any other person under the Transaction Documents where

such performance is reasonably necessary for the Issuer to perform those duties and obligations;

(d) a failure by the Issuer, after using reasonable endeavours, to obtain sufficient access to the previous Manager's systems, premises, information, documents, procedures, books, records or resources which are reasonably necessary for it to perform those duties and obligations;

(e) acts or omissions of the Manager or any of its agents;

(f) failure of any other person to perform its obligations under and in accordance with the Transaction Documents (other than the Issuer or any Related Entity of the Issuer);

(g) any future act of any government authority, act of God, flood, war (whether declared or undeclared), terrorism, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision and accidental, mechanical or electrical breakdown; or

(h) the appointment of a controller (within the meaning of the Corporations Act) to the Manager.

For so long as the Issuer acts as manager, all limitations of liability, indemnities, protections, benefits, powers, rights and remedies available to the Issuer will apply to it as the manager of the Trust as well as in its capacity as the Issuer.

***Manager's fees and expenses***

The Manager is entitled to be paid a fee by the Issuer for performing its duties under the Management Deed in respect of the Trust (on terms agreed between the Manager and the Issuer).

Any increase to that fee must not be agreed unless a Rating Notification has been provided in respect of the increase.

The Issuer agrees to pay or reimburse the Manager for:

(a) the Manager's reasonable Costs in connection with the general on-going administration of the Transaction Documents and the performance of its obligations under such Transaction Documents;

(b) Taxes and fees and fines and penalties in respect of fees paid, or that the Manager reasonably believes are payable, in connection with any Transaction Document or a payment or receipt or any other transaction contemplated by any Transaction Document. However the Issuer need not pay a fine or penalty in connection with Taxes or fees to the extent that it has placed the Manager in sufficient cleared funds for the Manager to be able to pay the Taxes or fees by the due date; and

(c) any other liability, cost or expense properly incurred by the Manager in its capacity as Manager of the Trust.

However, the amounts described in paragraphs (a) to (c) above are not payable to the extent they are due to the Manager's fraud, negligence or wilful default under the Management Deed or any other Transaction Document for the Trust to which it is a party.

**10.4 Servicing Deed**

***Appointment of the Servicer***

Under the Servicing Deed the Issuer appoints the Servicer to service the Purchased Receivables in accordance with the requirements of that deed and the Servicing Guidelines.

***Obligations of the Servicer***

Under the Servicing Deed, the Servicer must (among other things):

(a) administer and service the Purchased Receivables in accordance with all applicable laws (including the National Credit Legislation as it applies to the Purchased Receivables) and the Servicing Guidelines in all material respects and in each case to the extent that any failure to comply with such laws or the Servicing Guidelines (as applicable) would be likely to have a material adverse effect upon the value of the Purchased Receivables (taken as a whole) or the rights of the Issuer under or in relation to the Purchased Receivables (taken as a whole);

(b) take all action which the Servicer considers reasonably necessary to protect or enforce the terms of the Purchased Receivables (including taking action as the Servicer considers appropriate to enforce any rights against the relevant Obligor in respect of a Purchased Receivable to the extent permitted by the terms of that Purchased Receivable and to the extent that it is consistent with the Servicing Guidelines for the Trust). The Servicer may exercise such discretion as would a Prudent Servicer in applying the Servicing Guidelines to any defaulting Obligor;

(c) subject to applicable law and regulations binding on the Servicer, take all action which the Servicer considers reasonably necessary to determine and set, in accordance with the applicable Receivable Terms and as set out in Section 4.6 ("Variable Rate Purchased Receivables and the Threshold Rate"), the interest rates applicable to the Purchased Receivables of the Trust chargeable to Obligors from time to time;

(d) take all steps which the Servicer considers reasonably necessary pursuant to the relevant Receivable Terms and applicable laws and regulations to make relevant Obligors aware of changes to the variable interest rate and any other discretionary rate or margin (including moving from a fixed rate to a floating rate and vice versa) applicable to the Purchased Receivable and any consequent changes in scheduled payments;

(e) provide to the Manager details of the variable interest rate and any other discretionary rate or margin (including moving from a fixed rate to a floating rate and vice versa) applicable to the Purchased Receivables of the Trust promptly after any such changes take effect;

(f) give all notices and other documents required to be given under the Servicing Guidelines to the relevant Obligor;

(g) make all reasonable efforts to collect all Collections in respect of the Purchased Receivables;

(h) not:

(i) create, attempt to create or consent to the creation of, any Encumbrance in respect of any Purchased Receivable;

(ii) release the relevant Obligor from any amount owing in respect of any Purchased Receivable or otherwise vary or discharge such Purchased Receivable without the consent of the Issuer;

(iii) enter into any agreement or arrangement which has the effect of extending the maturity of a Purchased Receivable; or

(iv) do anything which would render a Purchased Receivable subject to any set-off, counterclaim or similar defence,

except in each case:

(A) as required by law (including the National Credit Legislation) or the Code of Banking Practice or any binding order or directive or regulatory undertaking (including as determined by an approved external dispute resolution scheme); or

(B) to the extent that a Prudent Servicer would be expected to take such action pursuant to any of the foregoing; or

(C) as required or permitted by the Servicing Guidelines;

(i) maintain in full force and effect the authorisations, licences, permits and approvals necessary for it to enter into the Transaction Documents of the Trust to which it is a party, comply with its obligations under them and allow those obligations to be enforced; and

(j) keep and maintain records in relation to each Purchased Receivable, for the purposes of identifying amounts paid by each Obligor, any amount due from an Obligor and the balance from time to time outstanding on an Obligor's account and such other records (including data and performance statistics) as would be kept by a Prudent Servicer.

The Servicer agrees to exercise its rights and comply with its servicing obligations under the Transaction Documents with the same degree of diligence and care expected of a Prudent Servicer following such servicing procedures as it follows with respect to any comparable Receivables beneficially owned and serviced by it.

***Collections***

(a) If the Servicer is the Seller and the Servicer has the Servicer Required Credit Rating, the Servicer is permitted to retain any Collections in respect of a Collection Period until 9.00am (Melbourne time) on the Payment Date following the end of the relevant Collection Period, on or before which time it must deposit such Collections into the Collection Account (except to the extent that such Collections have been applied in accordance with Section 7.2 ("Distributions during a Collection Period").

(b) Subject to paragraph (a) above, the Servicer must remit all Collections it receives to the Collection Account within 2 Business Days of receipt of such Collections.

***Servicing Guidelines***

The Servicer and the Manager may amend the Servicing Guidelines from time to time. However, the Servicer had agreed not to amend the Servicing Guidelines in a manner which would breach the National Credit Legislation (to the extent it applies to the Purchased Receivables).

***Delegation***

The Servicer may employ agents and attorneys and may delegate any of its rights and obligations in its capacity as servicer. The Servicer agrees to exercise reasonable care in selecting delegates.

The Servicer is responsible for any loss arising due to any acts or omissions of any person appointed as a delegate and for the payment of any fees of that person.

***Servicer's exoneration***

Neither the Servicer nor any of its directors, officers, employees, agents, attorneys or Related Entities is responsible or liable to any person:

(a) because any person does not comply with its obligations under the Transaction Documents of the Trust; or

(b) because of the fraud, negligence or Wilful Default of the Issuer;

(c) for the financial condition of any person; or

(d) because any statement, representation or warranty of any person in a Transaction Document of the Trust is incorrect or misleading; or

(e) for the effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of the Transaction Documents of the Trust or any document signed or delivered in connection with the Transaction Documents; or

(f) for acting, or not acting (unless it has been instructed in accordance with the Transaction Documents to act), in good faith in reliance on:

(i) any communication or document that the Servicer believes to be genuine and correct and to have been signed or sent by the appropriate person; or

(ii) any opinion or advice of any professional advisers used by it in relation to any legal, accounting, taxation or other matters; or

(g) for the performance of any Purchased Receivable or Authorised Investment; or

(h) if it fails to do anything because it is prevented or hindered from doing it by law or order; or

(i) for payments (except when made negligently) made by it in good faith to a fiscal authority in connection with Taxes (including Taxes assessed on the income of the Trust) or other charges in respect of the Trust even if the payment need not have been made; or

(j) because of any error of law or any matter done or omitted to be done by it in good faith in the event of the liquidation or dissolution of a company; or

(k) because of the exercise or non-exercise of a discretion under the Transaction Documents of the Trust on the part of any party to the Transaction Documents other than the Servicer; or

(l) because of deficiency or inaccuracy of any data maintained or provided by the Servicer to the extent that data was obtained from an external source to the Servicer or obtained from or provided to the Servicer by another person (other than a delegate of the Servicer).

However, these provisions do not relieve the Servicer from any of its responsibilities or liabilities to any person in connection with a Transaction Document to the extent that any such relevant loss is caused by the Servicer's fraud, negligence or material breach of its obligations under the Servicing Deed or any other Transaction Document to which it is a party.

***Servicer's voluntary retirement***

The Servicer may retire as servicer of the Trust by giving the Issuer at least 90 days' (or such shorter period as the Servicer and the Issuer may agree) written notice of its intention to do so.

***Servicer's mandatory retirement***

The Servicer must retire as servicer if required by law.

***Removal of the Servicer***

The Issuer may remove the Servicer as servicer of the Trust by giving the Servicer 90 days' written notice (or immediately by notice if the Servicer is Insolvent). However, the Issuer may only give notice if at the time it gives the notice:

(a) a Servicer Termination Event is continuing in respect of the Trust; and

(b) each Designated Rating Agency has been notified of the proposed removal of the Servicer.

It is a "**Servicer Termination Event**" if:

(a) the Servicer does not pay any amount payable by it in respect of the Trust under any Transaction Document of the Trust on time and in the manner required under the Transaction Documents unless, in the case of a failure to pay on time, the Servicer pays the amount within 10 Business Days (or such longer period as is agreed between the Servicer and the Issuer provided that Rating Notification has been provided in respect of that longer period) of notice from either the Issuer or the Security Trustee, except where that amount is subject to a good faith dispute between the Servicer, the Issuer and the Manager;

(b) the Servicer:

(i) does not comply with any other material obligation under the Transaction Documents of the Trust and such non-compliance will have a Material Adverse Effect in respect of the Trust; and

(ii) if the non-compliance can be remedied, does not remedy the non-compliance within 20 Business Days of the Servicer receiving a notice from the Issuer or the Security Trustee requiring its remedy (or such longer period as may be agreed between the Servicer and the Issuer); or

(c) any representation or warranty or agreement by the Servicer in or in connection with the Transaction Documents of the Trust is incorrect or misleading when made and such failure will have a Material Adverse Effect in respect of the Trust, unless such failure is remedied to the satisfaction of the Issuer within 20 Business Days of the Servicer receiving a notice from the Issuer or the Security Trustee requiring its remedy (or such longer period as may be agreed between the Servicer and the Issuer); or

(d) the Servicer becomes Insolvent.

The Issuer may agree to waive the occurrence of any event which would otherwise constitute a Servicer Termination Event while the Manager is not the Servicer, at the direction of the Manager, or otherwise at its own discretion or, following a request by the Issuer to the Security Trustee, at the direction of the Security Trustee (acting on the direction of an Extraordinary Resolution of the Voting Secured Creditors), provided in each case that notification has been provided to each Designated Rating Agency.

***When retirement or removal takes effect***

The retirement or removal of the Servicer as servicer of the Trust will only take effect once a successor servicer is appointed for the Trust (including where the Issuer acts as Servicer, as described below).

***Appointment of successor servicer***

If the Servicer retires or is removed as servicer of the Trust, the retiring Servicer agrees to use its reasonable endeavours to ensure a successor servicer is appointed for the Trust as soon as possible.

If the Servicer retires or is removed as servicer of the Trust due to the Servicer being Insolvent, the Issuer must act as Servicer accordance with the Transaction Documents until a successor servicer is appointed and will be entitled to the same rights under the Transaction Documents as it would have had if it has been party to them as Servicer at the dates of those documents, until a successor servicer is appointed by the Issuer.

If the Servicer retires or is removed as servicer of the Trust for reasons other than the Servicer's Insolvency and a successor servicer is not appointed within 90 days after the notice of retirement or removal of the Servicer is given, the Issuer will (with effect from the expiry of the 90 day period) be taken to have been appointed as, and must act as, successor servicer and will be entitled to the same rights under the Transaction Documents of the Trust that it would have had if it had been party to them as Servicer at the dates of those documents until a successor servicer is appointed by the Issuer.

The Issuer is only required to act as servicer of the Trust if it is entitled to the fee payable to the outgoing servicer (or such other fee agreed with the Manager in respect of which it has given a Rating Notification.

If, following the retirement or removal of the Servicer, the Issuer is required to act as servicer of the Trust, the Issuer will not be responsible for, and will not be liable for, any inability to perform or deficiency in performing its duties and obligations as servicer if it is unable to perform those duties and obligations due to:

(a) the state of affairs of the previous Servicer, its books and records, its business, data collection, storage or retrieval systems or its computer equipment or software, prior to, or at the time of, the removal or retirement of the Servicer;

(b) the inaccuracy, incompleteness or lack of currency of any data, information, documents or records of the Servicer;

(c) a failure by the previous Servicer to comply with its obligations to deliver documents or a failure to perform by any other person under the Transaction Documents where such performance is reasonably necessary for the Issuer to perform those duties and obligations;

(d) a failure by the Issuer, after using reasonable endeavours, to obtain sufficient access to the previous Servicer's systems, premises, information, documents, procedures, books, records or resources which are reasonably necessary for it to perform those duties and obligations;

(e) acts or omissions of the Servicer or any of its agents;

(f) failure of any other person to perform its obligations under and in accordance with the Transaction Documents (other than the Issuer or any Related Entity of the Issuer);

(g) any future act of any government authority, act of God, flood, war (whether declared or undeclared), terrorism, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision and accidental, mechanical or electrical breakdown; or

(h) the appointment of a controller (within the meaning of the Corporations Act) to the Servicer.

For so long as the Issuer acts as servicer, all limitations of liability, indemnities, protections, benefits, powers, rights and remedies available to the Issuer will apply to it as the servicer of the Trust as well as in its capacity as the Issuer.

***Servicer to provide full co-operation***

If the Servicer retires or is removed as servicer in respect of the Trust, it agrees to promptly deliver to the successor servicer all original documents in its possession relating to the Trust

and the Trust Assets and any other documents and information in its possession relating to the Trust and the Trust Assets as are reasonably requested by the Issuer (where the Issuer is acting as servicer) or the successor servicer.

***Indemnity***

Subject to the terms of the Servicing Deed, the Servicer indemnifies the Issuer against any Loss which the Issuer incurs or suffers directly as a result of:

(a) a representation or warranty given by the Servicer to the Issuer under a Transaction Document being incorrect;

(b) a failure by the Servicer to comply with its obligations under any Transaction Document to which it is a party in connection with the Trust; or

(c) a Servicer Termination Event,

but excluding any such amounts which are due to the Issuer's own negligence, fraud or Wilful Default.

The Servicer also indemnifies the Issuer against all Penalty Payments and Title Penalty Payments which the Issuer is required to pay personally or in its capacity as trustee of the Trust and arising as a result of the performance or non-performance by the Servicer of its obligations or the exercise of its powers under the Servicing Deed, except to the extent that such Penalty Payments or Title Penalty Payments arise as a result of the fraud, negligence or Wilful Default of the Issuer.

***Servicer's fees and expenses***

The Servicer is entitled to be paid a fee by the Issuer for performing its duties under the Servicing Deed in respect of the Trust (on terms agreed between the Servicer and the Issuer). Any increase to that fee must not be agreed unless a Rating Notification has been provided in respect of the increase.

The Issuer agrees to pay or reimburse the Servicer for:

(a) all Costs incurred by the Servicer in connection with the enforcement and recovery of defaulted Purchased Receivables, including Costs relating to any court proceedings, arbitration or other dispute; and

(b) Taxes and fees and fines and penalties in respect of fees paid, or that the Servicer reasonably believes are payable, in connection with any Transaction Document or a payment or receipt or any other transaction contemplated by any Transaction Document. However the Issuer need not pay a fine or penalty in connection with Taxes or fees to the extent that it has placed the Servicer in sufficient cleared funds for the Servicer to be able to pay the Taxes or fees by the due date.

However, the amounts referred to in (a) and (b) above are not payable to the extent they are due to the Servicer's fraud, negligence, wilful misconduct or breach of obligation under the Servicing Deed or any other Transaction Document to which it is a party.

**10.5 Security Trust Deed and General Security Deed**

***Security Trust Deed***

P.T. Limited is appointed as Security Trustee on the terms set out in the Security Trust Deed.

The Security Trustee is a professional trustee company.

The Security Trust Deed contains customary provisions for a document of this type that regulate the performance by the Security Trustee of its duties and obligations and the protections afforded to the Security Trustee in doing so.

***General Security Deed***

The Noteholders in respect of the Trust have the benefit of a security interest granted in favour of the Security Trustee by the Issuer over the all the Trust Assets of the Trust under the General Security Deed. Under the Security Trust Deed, the Security Trustee holds this security interest on behalf of the Secured Creditors (including the Noteholders) pursuant to the Security Trust Deed and may enforce the General Security Deed upon the occurrence of an Event of Default (as defined below).

Each of the Issuer, the Security Trustee, the Seller and the Servicer have agreed to do anything (such as depositing documents relating to the property secured by the security interest, obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Manager asks and reasonably considers necessary for the purposes of ensuring that the security interest under the General Security Deed is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective, enabling the relevant secured party to apply for any registration, give any notification, or take any other step, in connection with the security interest so that the security interest has the highest ranking priority reasonably possible, or enabling the relevant secured party to exercise rights in connection with the security interest.

***Events of Default***

It is an "**Event of Default**" in respect of the Trust if any of the following occur:

(a) (**non-payment**) the Issuer does not pay any amount payable by it in respect of the Senior Obligations on time and in the manner required under the Transaction Documents unless, in the case of a failure to pay on time, the Issuer pays the amount within 14 days of the due date;

(b) (**non-compliance with other obligations**):

(i) the Issuer fails to perform or observe any other provision (other than an obligation referred to in paragraph (a) above) of a Transaction Document where failure will have a Material Adverse Effect; and

(ii) in the opinion of the Security Trustee, where that failure can be remedied, the Issuer does not remedy such failure within 40 days after written notice (or such longer period as may be specified in the notice) from the Security Trustee requiring the failure to be remedied;

(c) (**Insolvency and failure to resign**) the Issuer becomes Insolvent or is otherwise required to resign as described in Section 10.2 ("Master Trust Deed"), and the Issuer is not replaced in accordance with the Master Trust Deed within 90 days (or such longer period as the Security Trustee, at the direction of an Ordinary Resolution of the Voting Secured Creditors, may agree) of becoming Insolvent or otherwise required to resign;

(d) (**encumbrance**) the General Security Deed is not or ceases to be valid and enforceable or any Encumbrance (other than a Permitted Encumbrance) is created or exists in respect of the Collateral for a period of more than 10 Business Days following the Issuer becoming aware of the creation or existence of such Encumbrance, where such event will have a Material Adverse Effect;

(e) (**voidable Transaction Document**):

(i) all or a material part of any Transaction Document (other than a Cashflow Support Facility) is terminated or is or becomes void, illegal, invalid, unenforceable or of limited force and effect; or

(ii) a party becomes entitled to terminate, rescind or avoid all or a material part of any Transaction Document (other than a Cashflow Support Facility),

where such event will have a Material Adverse Effect; or

(f) (**Trust**) without the prior consent of the Security Trustee (that consent having been approved by an Ordinary Resolution of the Voting Secured Creditors):

(i) the Trust is wound up, or the Issuer is required to wind up the Trust in accordance with the Master Trust Deed or any applicable law, or the winding up of the Trust commences; or

(ii) the Trust is held, or is conceded by the Issuer, not to have been constituted or to have been imperfectly constituted.

***Actions following Event of Default***

If an Event of Default is continuing, the Security Trustee must do any one or more of the following if it is instructed to do so by the Secured Creditors:

(a) declare at any time by notice to the Issuer that an amount equal to the Secured Money of the Trust is either:

(i) payable on demand; or

(ii) immediately due for payment; or

(b) take any action which it is permitted to take under the General Security Deed.

If, in the opinion of the Security Trustee, the delay required to obtain instructions from the Secured Creditors would be materially prejudicial to the interests of those Secured Creditors, the Security Trustee may (but is not obliged to) do these things without instructions from them.

***Call meeting on the occurrence of an Event of Default***

If the Security Trustee becomes aware that an Event of Default is continuing and the Security Trustee does not waive the Event of Default, the Security Trustee agrees to do the following as soon as possible and in any event within 5 Business Days of the Security Trustee becoming aware of the Event of Default:

(a) notify all Secured Creditors of the Trust of:

(i) the Event of Default;

(ii) any steps which the Security Trustee has taken, or proposes to take, under the Security Trust Deed; and

(iii) any steps which the Issuer or the Manager has notified the Security Trustee that it has taken, or proposes to take, to remedy the Event of Default; and

(b) call a meeting of the Secured Creditors. However, if the Security Trustee calls a meeting and before the meeting is held the Event of Default ceases to continue, the Security Trustee may cancel the meeting by giving notice to each person who was given notice of the meeting.

***Voting Secured Creditors***

The Voting Secured Creditors will be the only Secured Creditors entitled to:

(a) vote in respect of an Extraordinary Resolution or Circulating Resolution (excluding any Extraordinary Resolution or Circulating Resolution which is also a Special Quorum Resolution) or Ordinary Resolution of the Secured Creditors of the Trust; or

(b) otherwise direct or give instructions or approvals to the Security Trustee in accordance with the Transaction Documents.

If at any time there is a conflict between a duty the Security Trustee owes to a Secured Creditor, or a class of Secured Creditor, of the Trust and a duty the Security Trustee owes to another Secured Creditor, or class of Secured Creditor, of the Trust, the Security Trustee must give priority to the duties owing to the Voting Secured Creditors.

***Application of proceeds following an Event of Default***

Following the occurrence of an Event of Default and enforcement of the General Security Deed, the Security Trustee must apply all moneys received by it in respect of the Collateral in the order described in Section 7.15 ("Application of proceeds following an Event of Default").

***Limitation of liability***

The Security Trustee will have no liability under or in connection with any Transaction Document other than to the extent to which the liability is able to be satisfied out of the Security Trust Fund in relation to the Trust from which the Security Trustee is actually indemnified for the liability. This limitation will not apply to a liability of the Security Trustee to the extent that it is not satisfied because, under the Security Trust Deed or any other Transaction Document or by operation by law, there is a reduction in the extent of the Security Trustee's indemnification as a result of the Security Trustee's fraud, negligence or Wilful Default.

The Security Trustee is not obliged to do or not do anything in connection with the Transaction Documents (including enter into any transaction or incur any liability) unless:

(a) the Security Trustee's liability is limited in a manner which is consistent with this section titled "*Limitation of liability*" of this Section 10.5 ("Security Trust Deed and General Security Deed"); and

(b) it is indemnified to its satisfaction (acting reasonably) against any liability or loss arising from, and any Costs properly incurred in connection with, doing or not doing that thing.

The Security Trustee is not obliged to use its own funds in performing its obligations under any Transaction Document except where the Security Trustee's right of indemnification out of the Security Trust Fund does not apply due to the Security Trustee's fraud, negligence or Wilful Default.

However, the Security Trustee is not entitled to be reimbursed or indemnified for general overhead costs and expenses of the Security Trustee incurred directly or indirectly in connection with the business of the Security Trustee.

***Indemnity***

The Security Trustee is entitled to be indemnified by the Issuer for any liability or loss arising from, and any Costs incurred in connection with (among other things):

(a) an Event of Default; or

(b) the Security Trustee exercising, or attempting to exercise, a right or remedy in connection with a Transaction Document after an Event of Default; or

(c) the Collateral or any Transaction Document.

In addition, the Security Trustee is indemnified out of the Security Trust Fund in relation to the Trust against any liability or loss arising from, and any Costs properly incurred in connection with, complying with its obligations or exercising its rights under the Transaction Documents of the Trust.

However, the Security Trustee is not entitled to be indemnified for the amounts referred to above to the extent they are due to the Security Trustee's or any attorney's or receiver's fraud, negligence or Wilful Default.

***Exoneration***

Neither the Security Trustee nor any of its directors, officers, employees, agents or attorneys will be taken to be fraudulent, negligent or in Wilful Default because:

(a) any person other than the Security Trustee does not comply with its obligations under the Transaction Documents; or

(b) of the financial condition of any person other than the Security Trustee; or

(c) any statement, representation or warranty of any person other than the Security Trustee in a Transaction Document is incorrect or misleading; or

(d) of any omission from or statement or information contained in any information memorandum or any advertisement, circular or other document issued in connection with any Notes other than in respect of any corporate information provided by the Security Trustee for inclusion in that document; or

(e) of the lack of effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of the Transaction Documents or any document signed or delivered in connection with the Transaction Documents; or

(f) of acting, or not acting (unless it has been instructed in accordance with the Transaction Documents to act), in each case in accordance with instructions of Secured Creditors; or

(g) of acting, or not acting (unless it has been instructed in accordance with the Transaction Documents to act) in good faith in reliance on:

(i) any communication or document that the Security Trustee believes to be genuine and correct and to have been signed or sent by the appropriate person;

(ii) as to legal, accounting, taxation or other professional matters, on opinions and statements of any legal, accounting, taxation or other professional advisers used by it or any other party to the Transaction Documents; or

(iii) on the contents of any statements, representation or warranties made or given by any party to a Transaction Document other than the Security Trustee; or

(h) it is prevented or hindered from doing something by law or order; or

(i) of any error in the Note Register; or

(j) of giving priority to a Secured Creditor or class of Secured Creditors (including the Voting Secured Creditors) in accordance with the Transaction Documents.

***Fees***

The Issuer, under the Security Trust Deed, has agreed to pay to the Security Trustee from time to time a fee (as agreed between the Manager and the Security Trustee) in respect of the Trust. Any increase to that fee must not be agreed unless a Rating Notification has been provided in respect of the increase.

***Retirement of Security Trustee***

The Security Trustee may retire as security trustee of the Security Trust by giving the Issuer and the Manager at least 90 days' notice of its intention to do so.

The Security Trustee must retire as security trustee if:

(a) the Security Trustee becomes Insolvent; or

(b) required by law; or

(c) the Security Trustee ceases to carry on business as a professional trustee.

***Removal of the Security Trustee***

At the written direction of the Manager, the Issuer must remove the Security Trustee as security trustee of the Trust by giving the Security Trustee 90 days' written notice. However, the Manager may only give direction if at the time it gives the direction:

(a) no Event of Default is continuing in respect of the Trust; and

(b) a Rating Notification has been provided in respect of the proposed removal of the Security Trustee.

In addition, the Secured Creditors of the Trust may remove the Security Trustee as security trustee of the Security Trust in respect of the Trust by Extraordinary Resolution.

***When retirement or removal takes effect***

The retirement or removal of the Security Trustee as security trustee of the Security Trust takes effect when:

(a) a successor security trustee is appointed for the Security Trust; and

(b) the successor security trustee obtains title to, or obtains the benefit of, each Transaction Document of the Trust to which the Security Trustee is a party in its capacity as security trustee; and

(c) the successor security trustee and each other party to the Transaction Document of the Trust to which the Security Trustee is a party in its capacity as security trustee have the same rights and obligations among themselves as they would have had if the successor security trustee had been party to them at the dates of those documents.

***Appointment of successor security trustee***

If the Security Trustee retires or is removed as security trustee of a Security Trust, the Manager agrees to use its best endeavours to ensure that a successor security trustee is appointed for that Security Trust as soon as possible. If no successor security trustee is appointed within 90 days after notice of retirement or removal is given, the Security Trustee may appoint a successor security trustee or apply to the court for a successor security trustee to be appointed.

## 10.6 Initial Derivative Contract

***Interest Rate Swap Agreement***

The Issuer will enter into interest rate swaps with the Derivative Counterparty to hedge the interest rate risk in respect of the Purchased Receivables. The Issuer will enter into a basis swap ("**Basis Swap**") and a fixed rate swap in respect of the fixed rate Purchased Receivables ("**Fixed Rate Swap**") with the Derivative Counterparty.

ANZBGL is the initial Derivative Counterparty in respect of the Basis Swap and the Fixed Rate Swap.

Under the Basis Swap, the Issuer will pay to the Derivative Counterparty in respect of the Basis Swap on each Payment Date an amount calculated according to interest received under Purchased Receivables which are charged a variable rate of interest as at the last day of the Collection Period ending immediately prior to that Payment Date. The Derivative Counterparty, in exchange for that payment by the Issuer, will pay to the Issuer an amount calculated by reference to the notional amount of the Basis Swap, the Bank Bill Rate plus a margin.

Under the Fixed Rate Swap, the Issuer will pay to the Derivative Counterparty in respect of the Fixed Rate Swap on each Payment Date an amount calculated according to interest received under Purchased Receivables which are charged a fixed rate of interest as at the last day of the Collection Period ending immediately prior to that Payment Date. The Derivative Counterparty, in exchange for that payment by the Issuer, will pay to the Issuer an amount calculated by reference to the notional amount of the Fixed Rate Swap, the Bank Bill Rate plus a margin.

***Derivative Counterparty Downgrade***

If, as a result of the withdrawal or downgrade of the Derivative Counterparty's credit rating by any Designated Rating Agency, the Derivative Counterparty does not have a short term credit rating or long term credit rating as designated in the relevant Derivative Contract, the applicable Derivative Counterparty may be required to take certain action within certain timeframes specified in that Derivative Contract. The Derivative Contract provides that such obligations only apply in respect of the Fixed Rate Swap.

This action may include in respect of the particular downgrade one or more of the following:

(a) lodging collateral in respect of the Fixed Rate Swap as determined under the Derivative Contract;

(b) entering into an agreement novating the Fixed Rate Swap to a replacement counterparty which holds the relevant ratings;

(c) procuring another person to become a co-obligor or unconditionally and irrevocably guarantee the obligations of the Derivative Counterparty under the Fixed Rate Swap; or

(d) entering into other arrangements in relation to its obligations under the Derivative Contract or in respect of the Fixed Rate Swap as agreed with the relevant Designated Rating Agency.

Additionally, in respect of the downgrade of a Derivative Counterparty below certain credit ratings, the relevant Derivative Counterparty may be required to both lodge collateral and to take one of the other courses of action described in paragraphs (b) to (d) (inclusive) above.

If the Derivative Counterparty lodges collateral with the Issuer, any interest or income on that collateral will be paid to that Derivative Counterparty, provided that any such interest or income will only be payable to the extent that any payment will not reduce the balance of the collateral to less than the amount required to be maintained.

The Issuer may only dispose of any investment acquired with the collateral lodged in accordance with paragraph (a) above or make withdrawals of the collateral lodged in accordance with paragraph (a) above if directed to do so by the Manager for certain purposes prescribed in the relevant Derivative Contract.

The complete obligations of a Derivative Counterparty following the downgrade of its credit rating is set out in the relevant Derivative Contract. The Manager and the Derivative Counterparty may agree from time to time to vary these obligations by notice to the Issuer, the Derivative Counterparty and each Designated Rating Agency in order that they be consistent with the then current published ratings criteria of each Designated Rating Agency. Any amendments so notified by the Manager will be effective to amend the relevant provisions of the Derivative Contract, provide that the Manager has given a Rating Notification in respect of such amendments.

***Termination***

A party to a Derivative Contract may have the right to terminate its Derivative Contract if (among other things):

(a) the other party fails to make a payment under the Derivative Contract within 14 days of the due date;

(b) certain insolvency related events occur in relation to the other party;

(c) a force majeure event occurs; and

(d) due to a change in or a change in interpretation of law, it becomes illegal for the other party to make or receive payments, perform its obligations under any credit support document or comply with any other material provision of the Derivative Contract.

The Derivative Counterparty will also have the right to terminate its Derivative Contract if an Event of Default occurs under the Security Trust Deed and the Security Trustee has declared the Secured Money of the Trust immediately due and payable.

The Issuer will also have the rights to terminate its Derivative Contract if (among other things):

(a) the Derivative Counterparty merges with, or otherwise transfers all or substantially all of its assets to, another entity and the new entity does not assume all of the Derivative Counterparty's obligations under the Derivative Contract; or

(b) the Derivative Counterparty fails to comply with or perform any agreement or its obligations referred to in paragraphs (a) to (d) (inclusive) under the heading "Derivative Counterparty Downgrade" above within the timeframes specified in that Derivative Contract.

**10.7 Liquidity Facility Agreement**

***General***

The Liquidity Facility Provider grants to the Issuer a revolving loan facility in Australian dollars in respect of the Trust in an amount equal to the Liquidity Limit.

The Liquidity Facility is only available to be drawn to meet any Liquidity Shortfall.

***Liquidity Advances***

If, on any Determination Date during the Availability Period, the Manager determines that there is a Liquidity Shortfall on the Determination Date, the Manager may direct the Issuer to, and the Issuer must, request that the Liquidity Facility Provider make a Liquidity Advance under the Liquidity Facility Agreement on the Payment Date immediately following that day in accordance with the Liquidity Facility Agreement and equal to the lesser of:

(a) the Liquidity Shortfall; and

(b) the Available Liquidity Amount on that day.

***Interest***

Interest accrues daily, on the daily balance of each Liquidity Advance from and including its Drawdown Date until the Liquidity Advance is repaid in full, at a rate equal to the Liquidity Interest Rate. It will be calculated by reference to actual days elapsed and a year of 365 days. Interest is payable in arrears on each Payment Date.

A "**Liquidity Interest Period**" in respect of a Liquidity Advance commences on (and includes) its Drawdown Date and ends on (but excludes) the next Payment Date. Each subsequent Liquidity Interest Period will commence on (and include) a Payment Date and end on (but exclude) the next Payment Date, provided that the last Liquidity Interest Period ends on the first Payment Date following the Liquidity Facility Termination Date on which all moneys payable to the Liquidity Facility Provider under the Liquidity Facility Agreement have been paid in full and a Liquidity Interest Period which would otherwise end after the date on which the Trust terminates ends on (but excludes) the termination date of the Trust.

***Downgrade of Liquidity Facility Provider***

(a) If at any time (during the Availability Period and provided that any Notes are outstanding) the Liquidity Facility Provider does not have the Required Liquidity Rating, the Liquidity Facility Provider must do one of the following (as determined by the Liquidity Facility Provider in its discretion):

(i) procure a Replacement Liquidity Facility within 30 calendar days (or such longer period as may be agreed by the Manager and the Liquidity Facility Provider and provided a Rating Notification has been given in respect of that longer period) of such downgrade;

(ii) request the Manager to direct the Issuer to make a Collateral Advance Request for an amount equal to the Available Liquidity Amount within 14 calendar days (or such longer period as may be agreed by the Manager and the Liquidity Facility Provider and provided a Rating Notification has been given in respect of that longer period) of such downgrade; or

(iii) implement such other structural changes in respect of which a Rating Notification has been given within 30 calendar days (or such longer period as may be agreed by the Issuer (at the direction of the Manager) and the Liquidity Facility Provider and provided a Rating Notification has been given in respect of that longer period) of such downgrade.

(b) If, on any Determination Date after a Collateral Advance has been made, the Manager would, but for the fact that the Liquidity Facility has been fully drawn, be required to direct the Issuer to request a Liquidity Advance in accordance with Section 7.10 ("Liquidity Draw") (and the Liquidity Facility Provider would, but for the fact that the Liquidity Facility has been fully drawn, be required to provide that Liquidity Advance), the Manager must direct the Issuer to transfer from the Collateral Account into the Collection Account an amount equal to the lesser of:

(i) the Liquidity Advance; and

(ii) the Collateral Account Balance,

by no later than 2:00pm (Melbourne time) on the immediately following Payment Date.

Any such withdrawal from the Collateral Account will be deemed to be a Liquidity Advance.

(c) If at any time after a Collateral Advance has been made:

(i) the Liquidity Facility Provider obtains the Required Liquidity Rating (or, if the credit rating of the Liquidity Facility Provider continues to be less than the Required Liquidity Rating, but the Manager determines that it may give a direction under this paragraph (c) and it has provided Rating Notification in respect of that direction);

(ii) the Liquidity Facility Provider complies with sub-paragraph (a)(i) or (iii) above; or

(iii) the Liquidity Facility Termination Date occurs,

then the Liquidity Facility Provider must notify the Manager of that event and the Manager must then direct the Issuer to, and the Issuer must, repay to the Liquidity Facility Provider the Collateral Account Balance (if any) within 1 Business Day of being so directed by the Manager, such amount to be applied towards repayment of the then outstanding Collateral Advances.

(d) Subject to paragraphs (e) and (f), all interest or other returns accrued (net of all costs properly incurred by the Issuer in respect of the operation of the Collateral Account under the Liquidity Facility Agreement) on the Collateral Account Balance or on any Authorised Investments purchased with the Collateral Account Balance, which have been credited to the Collateral Account must be paid by the Issuer directly to the Liquidity Facility Provider on each Payment Date and will not be distributed in accordance with the Cashflow Allocation Methodology.

(e) If losses are realised on any Authorised Investments purchased with the Collateral Account Balance, no interest or other returns will be paid to the Liquidity Facility Provider under paragraph (d) until the aggregate of such interest or other returns exceeds the aggregate of such losses, in which case the Liquidity Facility Provider will be entitled only to receive such excess amount.

(f) If the Liquidity Facility Provider has failed to provide a Collateral Advance in full when required to do so in accordance with the Liquidity Facility Agreement, interest and other returns will only be paid to the Liquidity Facility Provider under paragraph (d) above once the aggregate of such interest or other returns exceeds the amount of the Collateral Advance which remains unsatisfied.

***Availability Fee***

The Issuer will pay to the Liquidity Facility Provider an availability fee, calculated on the daily balance of the Available Liquidity Amount. The fee will be:

(a) calculated and accrue daily from the first day of the Availability Period on the basis of a 365 day year; and

(b) paid monthly in arrears on each Payment Date in accordance with the Cashflow Allocation Methodology.

The availability fee may be varied from time to time by written agreement between the Manager and the Liquidity Facility Provider (and notified to the Issuer) provided a Rating Notification has been provided in respect of that variation.

***Liquidity Event of Default***

A **Liquidity Event of Default** occurs if:

(a) the Issuer fails to pay:

(i) subject to paragraph (ii) below, any amount owing under the Liquidity Facility Agreement where funds are available for payment of that amount in accordance with the order of priority described in Section 7.12 ("Application of Total Available Income"); or

(ii) any amount due in respect of interest or any availability fee,

on time and in the manner required under the Liquidity Facility Agreement unless, in the case of a failure to pay on time, the Issuer pays the amount within 10 Business Days of the due date;

(b) the Issuer breaches its undertaking not to alter the provisions of Cashflow Allocation Methodology without the consent of the Liquidity Facility Provider or does not comply with any of its obligations under the Liquidity Facility Agreement (other than an obligation referred to in paragraph (a)) where such non-compliance will have a Material Adverse Effect;

(c) an Event of Default occurs; or

(d) a representation or warranty made or taken to be made by the Issuer in connection with the Liquidity Facility Agreement is found to have been incorrect or misleading when made or taken to be made and that breach has a Material Adverse Effect.

If a Liquidity Event of Default is continuing, then the Liquidity Facility Provider need not provide any financial accommodation under the Liquidity Facility and may, declare at any time by notice to the Issuer and the Manager that:

(a) the Liquidity Principal Outstanding, interest on the Liquidity Principal Outstanding and all other amounts actually or contingently payable under the Liquidity Facility Agreement are immediately due and payable; and/or

(b) the Liquidity Facility Provider's obligations in respect of the Liquidity Facility are terminated.

The Liquidity Facility Provider may make either or both of these declarations.

***Termination of Liquidity Facility***

The Liquidity Facility will terminate on the Liquidity Facility Termination Date.

The "**Liquidity Facility Termination Date**" is the earliest of:

(a) the Maturity Date;

(b) the date which is one day after the date upon which all Notes have been fully and finally redeemed in full in accordance with the Transaction Documents;

(c) the date upon which the Liquidity Facility Provider suspends or cancels its obligations under the Liquidity Facility Agreement due to illegality or impossibility;

(d) the date upon which the Liquidity Limit is cancelled or reduced to zero by notice from the Issuer (provided that a Rating Notification has been given in respect of such cancellation or reduction, as applicable);

(e) the date upon which the Liquidity Facility Provider terminates the Liquidity Facility following the occurrence of a Liquidity Event of Default; and

(f) the date upon which the Liquidity Facility is terminated under the Liquidity Facility Agreement in connection with the appointment of a substitute Liquidity Facility Provider.

## 10.8 Master Lenders Mortgage Insurance Management Deed

***Consent to assignment***

The Mortgage Insurer has consented to the assignment of Purchased Receivables and the Purchased Related Securities (to the extent insured by a Lenders Mortgage Insurance Policy provided by the Mortgage Insurer) and the Lenders Mortgage Insurance Policies in relation to them from the Seller to the Issuer, subject to the terms of the LMI Management Deed.

***Application of LMI Management Deed***

The LMI Management Deed regulates the relationship between the Mortgage Insurer and the Issuer in respect of the terms, operation and effect of Lenders Mortgage Insurance Policies following the perfection of legal title to any Purchased Receivables or Purchased Related Securities by the Issuer after the occurrence of a Title Perfection Event in respect of the Trust.

The LMI Management Deed provides that:

(a) until such time as the Issuer has (and notifies the Mortgage Insurer in writing that it has) acquired legal title to any Purchased Receivables or Purchased Related Securities by the Issuer following a Title Perfection Event (a "**Trigger Event**"), the Mortgage Insurer is only obliged to deal with the Seller and may discharge its obligations (including to pay amounts) by doing so with respect the Seller or its Permitted Beneficiaries; and

(b) after the occurrence of a Trigger Event, the Issuer is bound by, subject to, and required to comply with, each Lenders Mortgage Insurance Policy and the Mortgage Insurer may exercise any right or remedy against the Issuer to adjust or reduce the Mortgage Insurer's liability in respect of a Lenders Mortgage Insurance Policy (including following any breach) or decline claims under or otherwise in relation to a Lenders Mortgage Insurance Policy as though the Issuer had been at all times been the insured party under the Lenders Mortgage Insurance Policy since it was issued; and

(c) to the extent that any breach of the LMI Management Deed in relation to a Lenders Mortgage Insurance Policy by the Issuer or any Permitted Beneficiary after a Trigger Event in respect of the Trust causes the Mortgage Insurer any loss in relation to a claim in respect of a Lenders Mortgage Insurance Policy relating to the Trust, the Mortgage Insurer may deduct that loss as an adjustment to the amount payable by the Mortgage Insurer to the Issuer in respect of that claim.

***LMI Manager***

Under the LMI Management Deed, the Issuer appoints the LMI Manager to perform and comply with all obligations of the Issuer under the Lenders Mortgage Insurance Policies.

The LMI Manager indemnifies each of the Issuer and the Security Trustee for any loss, liability, claim, expense or damage suffered or incurred by any of them as a result of a breach by the LMI Manager of its obligations under the terms of the LMI Management Deed and any Lenders Mortgage Insurance Policy.

***Appointment, removal and retirement of LMI Manager***

The Servicer is appointed as the initial LMI Manager.

The Issuer may remove the Servicer as LMI Manager if any of the following events occur:

(a) a Trigger Event;

(b) a Servicer Termination Event; or

(c) the giving of notice of the removal or retirement of the Servicer under the Servicing Deed.

The Issuer may appoint a person as the replacement LMI Manager, provided that the Issuer has obtained the prior consent of the Mortgage Insurer (not to be unreasonably withheld or delayed).

The Servicer may retire as LMI Manager by giving not less than 90 days' written notice to the Issuer and the Mortgage Insurer.

***Exclusions***

Notwithstanding any provision of a Lenders Mortgage Insurance Policy, the Mortgage Insurer is not required to insure any money lent to an Obligor by a person other than the Seller. The Issuer has agreed not to advance money to an Obligor without the prior written consent of the Mortgage Insurer.

**10.9 Variations, waivers and determinations of Transaction Documents**

***Variations***

Other than in the circumstances described below, a variation of a Transaction Document must be approved by:

(a) the Voting Secured Creditors; or

(b) if the variation relates to certain matters such as the due date, amount or currency of a payment in respect of the Notes, a Special Quorum Resolution of the Secured Creditors and a Special Quorum Resolution of each class of Secured Creditors who are affected in a manner different to Secured Creditors generally.

Notwithstanding the above, the Security Trustee may agree to a variation of a Transaction Document without the approval of the Secured Creditors if:

(a) any draft law is introduced into the Australian Federal parliament, or any Australian State or Territory parliament, and the result of that draft law, if it is passed, would be that the Objectives may not be achieved and the variation is to achieve the Objectives. For the purpose of this paragraph, "**Objectives**" means the objective that the Issuer can pay any Tax in respect of the Trust out of the Trust Assets without affecting its ability to comply with its payment obligations to the Secured Creditors of the Trust; or

(b) in the reasonable opinion of the Security Trustee, the variation is:

(i) necessary or advisable to comply with any law or the requirement of any Government Agency;

(ii) necessary to correct an ambiguity, an obvious error, or is otherwise of a formal, technical or administrative nature only;

(iii) not materially prejudicial to the interests of the Secured Creditors as a whole or class of Secured Creditors; or

(iv) desirable for any reason, provided that:

(A) such variation will not have a Material Adverse Effect; and

(B) a Rating Notification is provided in respect of such variation.

The Manager must notify each Designated Rating Agency of any proposed variation to be made without the consent of the Secured Creditors.

Certain Transaction Documents of the Trust may be amended in accordance with a different procedure specified in that Transaction Document. In particular, see Section 10.6 ("Initial Derivative Contract – Derivative Counterparty Downgrade").

***Waivers and determinations***

Other than in the circumstances described below, a waiver or determination must be approved by:

(a) the Voting Secured Creditors; or

(b) if the waiver or determination relates to certain matters such as the due date, amount or currency of a payment in respect of the Notes, a Special Quorum Resolution of the Secured Creditors and a Special Quorum Resolution of each class of Secured Creditors who are affected in a manner different to the rights of Secured Creditors generally.

Notwithstanding the above, the Security Trustee may:

(a) waive any breach or other non-compliance (or any proposed breach or non-compliance) with obligations by the Issuer in connection with a Transaction Document, or any Event of Default; or

(b) determine that any Event of Default has been remedied,

if, in the reasonable opinion of the Security Trustee, the waiver or determination is not materially prejudicial to the interests of the Secured Creditors as a whole or class of Secured Creditors. The Manager must notify each Designated Rating Agency of any proposed waiver or determination to be given or made without the consent of the Secured Creditors.

## 11 AUSTRALIAN TAXATION

*The following is a general summary of the material Australian tax consequences under the Income Tax Assessment Act 1936 (Cth) and Income Tax Assessment Act 1997 (Cth) (together, "**Australian Tax Act**") of the purchase, ownership and disposition of Offered Notes by Noteholders who purchase Offered Notes during the original issuance at the stated offering price. This summary represents the Australian tax law enacted and in force as at the date of this Information Memorandum which is subject to change, possibly with retrospective effect.*

*The summary is not exhaustive and does not deal with the position of certain classes of holders of Offered Notes (including, without limitation, dealers in securities, custodians or other third parties who hold Offered Notes on behalf of any person). In addition, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in Offered Notes through the Austraclear system or another clearing system.*

*This summary is not intended to be, nor should it be, construed as legal or tax advice to any particular investor. It is a general guide only and should be treated with appropriate caution. Prospective Noteholders should consult their professional advisers on the tax implications of an investment in the Offered Notes for their particular circumstances.*

*This Summary applies to Noteholders that are:*

- *residents of Australia for tax purposes that do not hold their Offered Notes, and do not derive any payments under the Offered Notes, in carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Offered Notes, and derive all payments under the Offered Notes, in carrying on a business at or through a permanent establishment in Australia ("**Australian Holders**"); and*

- *non-residents of Australia for tax purposes that do not hold their Offered Notes, and do not derive any payments under the Offered Notes, in carrying on a business at or through a permanent establishment in Australia, and residents of Australia for tax purposes that hold their Offered Notes, and derive all payments under the Offered Notes, in carrying on a business at or through a permanent establishment outside of Australia ("**Non-Australian Holders**").*

***Trust***

Under the consolidation rules in the Australian Tax Act, the Trust will be a member of an income tax consolidated group. Under the consolidation rules, all subsidiary members of the consolidated group are taken to be parts of the head company and transactions between members of the consolidated group are effectively ignored. The head company has the liability to pay the income tax of the group. However, if the head company fails to make a relevant tax payment by the due time, each subsidiary member will be jointly and severally liable to pay that tax, unless there is a valid tax sharing agreement in place. It is expected that the Trust will be party to a valid tax sharing agreement that provides a reasonable allocation of the consolidated group's tax liabilities to the Trust (which should effectively be a nil allocation).

***Interest Withholding Tax on interest payments to Noteholders that are Australian Holders***

Australian Holders will be assessable for Australian tax purposes on income either received or accrued to them in respect of the Offered Notes. Whether income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Noteholder and the terms and conditions of the Offered Notes.

***Interest Withholding Tax on interest payments to Noteholders that are Non-Australian Holders***

Generally, payments of interest under the Offered Notes made by the Issuer to a Noteholder that is a Non-Australian Holder will be subject to Australian interest withholding tax ("**IWT**") at a rate of 10% unless an exemption applies.

***Exemption under section 128F of the Australian Tax Act***

An exemption from IWT to Noteholders that are Non-Australian Holders is available in respect of the Offered Notes issued by the Issuer under section 128F of the Australian Tax Act if the following conditions are met:

(a) the Issuer is a company as defined in section 128F(9) (which includes certain companies acting in their capacity as trustee) and a resident of Australia when it issues those Offered Notes and when interest (as defined in section 128A(1AB) of the Australian Tax Act) is paid. Interest is defined in section 128A(1AB) of the Australian Tax Act to include amounts in the nature of, or in substitution for, interest and certain other amounts;

(b) those Offered Notes are debentures that are not equity interests, and are issued in a manner which satisfies the public offer test outlined in section 128F of the Australian Tax Act. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in overseas capital markets are aware that the Issuer is offering those Offered Notes for issue. In summary, the five methods are:

    (i) offers to 10 or more unrelated financiers, securities dealers or entities that carry on the business of investing in securities;

    (ii) offers to 100 or more investors who have previously acquired debt interests in the past, or are likely to be interested in doing so;

    (iii) offers of listed Offered Notes;

    (iv) offers via publicly available information sources; and

    (v) offers to a dealer, manager or underwriter who offers to sell those Offered Notes within 30 days by one of the preceding methods;

(c) the Issuer does not know or have reasonable grounds to suspect, at the time of issue, that those Offered Notes or interests in those Offered Notes were being, or would later be, acquired directly or indirectly by an "associate" of the Issuer (as defined in section 128F(9) of the Australian Tax Act), except as permitted by section 128F(5) of the Australian Tax Act; and

(d) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an "associate" of the Issuer (as defined in section 128F(9) of the Australian Tax Act), except as permitted by section 128F(6) of the Australian Tax Act (see below).

*Associates*

Since the Issuer is a trustee of a trust, the entities that are "associates" of the Issuer for the purposes of section 128F of the Australian Tax Act include:

(a) any entity that benefits, or is capable of benefiting, under the Trust ("**Beneficiary**"), either directly or through any interposed entities; and

(b) any entity that is an associate of a Beneficiary. If the Beneficiary is a company, an associate of that Beneficiary for these purposes includes:

    (i) a person or entity that holds more than 50% of the voting shares in, or otherwise controls, the Beneficiary;

    (ii) an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Beneficiary;

    (iii) a trustee of a trust where the Beneficiary benefits or is capable of benefiting (whether directly or indirectly) under that trust; and

(iv) a person or entity that is an "associate" of another person or company which is an "associate" of the Beneficiary under sub-paragraph (i) above.

However, the following are permitted associates for the purposes of the tests in section 128F(5) and 128F(6):

(A) Australian Holders; or

(B) Non-Australian Holders acting in the capacity of:

1) in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Offered Notes or a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme; or

2) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered managed investment scheme.

***Compliance with section 128F of the Australian Tax Act – Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes and Class D Notes***

It is intended that the Issuer will offer and issue the Class A1 Notes, the Class A2 Notes, Class B Notes, Class C Notes and Class D Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

However, it is not intended that the Issuer will offer and issue the Class E Notes or the Class F Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

***Noteholders in Specified Countries***

The Australian Government has signed new or amended double tax conventions ("**Specified Treaties**") with a number of countries (the "**Specified Countries**"). The Specified Treaties apply to interest derived by a resident of a Specified Country.

In broad terms, the Specified Treaties effectively prevent or reduce IWT applying to interest derived by:

(a) the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; or

(b) a "financial institution" resident in a Specified Country and which is unrelated to and dealing wholly independently with the Issuer. The term "financial institution" refers to either a bank or any other form of enterprise which substantially derives its profits by carrying on a business of raising and providing finance. (However, interest paid under a back-to-back loan or an economically equivalent arrangement will not qualify for the exemption.)

The Australian Federal Treasury currently maintains a listing of Australia's double tax conventions which provides details of country, status, withholding tax rate limits and Australian domestic implementation which is available to the public at the Federal Treasury's website.

***No payment of additional amounts***

Despite the fact that the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes and the Class D Notes are intended to be issued in a manner which will satisfy the requirements of section 128F of the Australian Tax Act if the Issuer is at any time required by law to deduct or withhold an amount in respect of any IWT imposed or levied by the Commonwealth of Australia in respect of the Offered Notes, the Issuer is not obliged to pay any additional amounts to the Noteholders in respect of such deduction or withholding.

If the Issuer is required by law in relation to any Notes to deduct or withhold an amount in respect of any withholding taxes, the Manager may (at its option) direct the Issuer to redeem the Notes in accordance with the Conditions.

***Goods and Services Tax ("GST")***

Neither the issue nor receipt of the Offered Notes will give rise to a liability for GST in Australia on the basis that the supply of Offered Notes will comprise either an input taxed financial supply or (in the case of an offshore non-resident subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by the Trust, nor the disposal of the Offered Notes, would give rise to any GST liability.

The supply of some services made to the Trust by suppliers which are not members of the ANZ GST Group may give rise to a liability for GST on the part of the relevant service provider.

In relation to the acquisition of services by the Trust:

(a) In the ordinary course of business, the service provider would charge the Trust an additional amount on account of GST unless the agreed fee is already GST-inclusive (any supplies made by a member of the ANZ GST Group to the Trust would, generally speaking, not be subject to GST).

(b) Assuming that the ANZ GST Group exceeds the financial acquisitions threshold for the purposes of Division 189 of the GST Act, the representative member of the ANZ GST Group would not be entitled to a full input tax credit from the ATO to the extent that the acquisition relates to:

(i) the Trust's input taxed supply of issuing Offered Notes (i.e. Offered Notes issued to (A) Australian residents or (B) to non-residents acting through a fixed place of business in Australia); and

(ii) the *acquisition* by the Trust of the Receivables.

In the case of acquisitions which relate to the making of supplies of the nature described above, the representative member of the ANZ GST Group may still be entitled to a "reduced input tax credit" (which is equal to 75% of 1/11th of the GST-inclusive consideration payable by the Trust to the person making the taxable supply) in relation to certain acquisitions prescribed in the GST regulations, but only where the Trust is the recipient of the taxable supply and the Trust either provides or is liable to provide the consideration for the taxable supply. However, where the acquisitions made by the Trust are for certain services and the Trust is a "recognised trust scheme", the reduced input tax credit available to the representative member of the ANZ GST Group will be 55% of the GST payable by the service provider. As the Trust will be a member of the ANZ GST Group with effect from the date that the Trust is established, the members of the ANZ GST Group are to be treated under the GST Act as a single entity for the purposes of determining whether an acquisition is solely or partly for a creditable purpose and also the amount of input tax credits to which the representative member of the ANZ GST Group is entitled. Since the members of the ANZ GST Group are regarded as a single entity, that single entity would not be a "recognised trust scheme". As such, the representative member of the ANZ GST Group should be entitled to reduced input tax credits of 75% (rather than 55%) of the GST payable by a relevant service provider on taxable supplies made to the Trust. The availability of reduced input tax credits will reduce the expenses of the Trust.

(c) To the extent that the Trust makes acquisitions that attract GST, and those services relate to the Trust's GST-free supply of the Offered Notes to non-residents, the representative member of the ANZ GST Group will be entitled to full input tax credits.

(d) Where services are provided to the Trust by an entity which is an associate of the Trust for income tax purposes, those services are provided for nil or less than market value consideration, and the Trust would not be entitled to a full input tax credit, the relevant GST (and any input tax credit) would be calculated by reference to the market value of those services (however this does not apply to services supplied by a member of the ANZ GST Group to the Trust).

In the case of supplies acquired for the purposes of the Trust's business but which are not connected with the indirect tax zone[4], these may attract a liability for GST if they are supplies of a kind which would have been taxable if they were connected with the indirect tax zone and if the Trust would not have been entitled to a full input tax credit if they were connected with the indirect tax zone. This is known as the "reverse charge" rule. Where the rule applies, the liability to pay GST to the ATO falls not on the supplier, but on the representative member of the ANZ GST Group.

Where services are not connected with the indirect tax zone and the supplies relate solely to the issue of Offered Notes by the Trust to Australian non-residents who subscribe for the Offered Notes through a fixed place of business outside Australia, the "reverse charge" rule should not apply to these offshore supplies. This is because the Trust would have been entitled to a full input tax credit for the acquisition of these supplies if the supplies had been connected with the indirect tax zone.

Where GST is payable on a taxable supply made to the Trust but a full input tax credit is not available, this will mean that less money is available to pay interest on the Offered Notes or other liabilities of the Trust.

***GST Grouping***

It is intended that the Trust will be a member of the ANZ GST Group from the date the Trust is established. ANZBGL is the representative member of the ANZ GST Group for the purposes of Australian GST and luxury car tax. All members of the ANZ GST Group are jointly and severally liable for the ANZ GST Group's GST and luxury car tax obligations, unless the relevant liability is covered by a valid indirect tax sharing agreement. A valid indirect tax sharing agreement is required, among other things, to contain a way of working out a reasonable allocation of the GST group's liability between the group members. Where there is such a reasonable allocation under a valid indirect tax sharing agreement, the liability of each member of the ANZ GST Group is limited to the amount of that reasonable allocation. It is expected that the Issuer will be a party to a valid indirect tax sharing agreement that provides a method for determining a reasonable allocation of the ANZ GST Group's liabilities (which, in the case of the Trust should be a nil allocation).

***Other Tax Matters***

Under Australian laws as presently in effect:

(a) *gains on disposal of Offered Notes – Non-Australian Holders that are non-residents of Australia for tax purposes* – a Noteholder, who is Non-Australian Holder that is a non-resident of Australia for tax purposes will not be subject to Australian income tax on gains realised during that year on the sale of the Offered Notes, provided such gains do not have an Australian source. A gain arising on the sale of Offered Notes by a Non-Australian Holder that is a non-resident of Australia for tax purposes to another non-resident of Australia where the Offered Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia should generally not be regarded as having an Australian source; and

(b) *gains on disposal of Offered Notes – Australian Holders* – Australian Holders will be required to include any gain or loss on disposal of the Offered Notes in their taxable income; and

(c) *deemed interest* - there are specific rules that can apply to treat a portion of the purchase price of Offered Notes as interest for withholding tax purposes when certain Offered Notes originally issued at a discount or with a maturity premium or which do not pay interest at least annually are sold to an Australian Holder.

These rules do not apply in circumstances where the deemed interest would have been exempt under section 128F of the Tax Act; and

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[4] References to "Australia" in this section are references to the indirect tax zone as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(d) *death duties* - no Offered Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death; and

(e) *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Offered Notes; and

(f) *TFN/ABN withholding* - withholding tax is imposed (see below in relation to the rate of withholding tax) on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number ("**TFN**"), (in certain circumstances) an Australian Business Number ("**ABN**") or provided proof of some other exception (as appropriate).

The rate of withholding tax under current law is 47% for the 2018-2019 income year.

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes and the Class D Notes, then such withholding should not apply to payments to a Non-Australian Holder of those Notes who is not a resident of Australia for tax purposes; and

(g) *supply withholding tax* - payments in respect of the Notes can be made free and clear of any "supply withholding tax"; and

(h) *additional withholdings from certain payments to non-resident* - the Governor-General may make regulations requiring withholding from certain payments made to non- residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Further, regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The regulations promulgated prior to the date of this Information Memorandum are not relevant to any payments in respect of the Notes. The possible application of any future regulations to the proceeds of any sale of the Notes will need to be monitored; and

(i) *garnishee directions* – the Commissioner of Taxation may give a direction requiring the Issuer to deduct or withhold from any payment to any other party (including any Noteholder) any amount in respect of tax payable by that other party. If the Issuer is served with such a direction, the Issuer intends to comply with that direction and make any deduction or withholding required by that direction.

## 12 SUBSCRIPTION AND SALE

### 12.1 Subscription

Pursuant to the Dealer Agreement, each Dealer has agreed with the Issuer and the Manager, subject to the satisfaction of certain conditions, that it will use reasonable endeavours to procure subscriptions for or bid for the Offered Notes.

**Australia**

No prospectus, offer information statement, product disclosure statement or other disclosure document (as defined in the Corporations Act) in relation to the Offered Notes has been, or will be, lodged with or registered by ASIC or the Australian Securities Exchange Limited.

Under the Dealer Agreement, each Dealer represents and agrees that it has not, unless an applicable supplement to this Information Memorandum provides otherwise:

(a) made or invited, and will not make or invite, directly or indirectly an offer of the Offered Notes for issue or sale in Australia (including an invitation which is received by a person in Australia);

(b) distributed or published and will not distribute or publish this Information Memorandum or any other offering material or advertisement relating to any Offered Notes in Australia,

unless:

(c) the minimum aggregate consideration payable by each offeree is at least A$500,000 (or its equivalent in an alternate currency) disregarding money lent by the offeror or its associates (as described in Division 2 of Part 1.2 in Chapter 1 of the Corporations Act) or the offer, distribution or publication otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act and is not made to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and

(d) such action complies with all applicable laws regulations and directives (including, without limitation, the financial services licensing requirements of the Corporations Act) and does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

**European Economic Area**

Under the Dealer Agreement, each Dealer represents, warrants and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Offered Notes which are the subject of the offering contemplated by this Information Memorandum to any retail investor in the European Economic Area. For these purposes:

(a) the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive 2002/92/EC (as amended) (the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Directive 2003/71/EC (as amended) (the “**Prospectus Directive**”); and

(b) the expression “offer**"** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Offered Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Offered Notes.

**The United Kingdom**

Each Dealer represents, warrants and agrees under the Dealer Agreement that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act ("**FSMA**")) received by it in connection with the issue or sale of the Offered Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Offered Notes in, from or otherwise involving the United Kingdom.

**The United States of America**

Under the Dealer Agreement, each Dealer:

(a) acknowledges that the Offered Notes have not been and will not be registered under the US Securities Act of 1933, as amended ("**Securities Act**") and the Issuer has not been and will not be registered as an investment company under the United States Investment Company Act of 1940, as amended ("**Investment Company Act**"). An interest in Offered Notes may not be offered, sold, delivered or transferred within the United States of America, its territories or possessions or to, or for the account or benefit of, a U.S. person (as defined in Regulation S under the Securities Act ("**Regulation S**")) at any time except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act.

(b) represents, warrants and agrees that it has offered and sold the Offered Notes, and will offer and sell the Offered Notes:

(i) as part of their distribution at any time; and

(ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date,

only in accordance with Rule 903 of Regulation S.

Accordingly, neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Offered Notes, it and they have complied and will comply with the offering restriction requirements of Regulation S;

(c) represents, warrants and agrees that at or prior to confirmation of the sale of the Offered Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases the Offered Notes from it or through it during the restricted period a confirmation or notice to substantially the following effect:

*"The Notes covered hereby which comprise an identifiable tranche of securities have not been registered under the US Securities Act 1933, as amended (the "**Securities Act**"), or with any securities regulation authority of any state or other jurisdiction of the United States of America and may not be offered or sold within the United States or to or for the account or benefit of U.S. persons (i) as part of their distribution at any time or (ii) otherwise until forty days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act.";* and

(d) represents, warrants and agrees that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of the Offered

Notes in contravention of this paragraph and paragraphs (a), (b) and (c) above, except with its affiliates or with the prior written consent of the Issuer and the Manager.

Terms used in paragraphs (a) to (d) above have the meanings given to them by Regulation S.

**Hong Kong**

Each Dealer represents, warrants and agrees under the Dealer Agreement that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Offered Notes (except for Offered Notes which are a "**structured product**" as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), as amended ("**SFO**") other than:

(i) to "professional investors" as defined in the SFO and any rules made under the SFO; or

(ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong), as amended ("**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) unless permitted to do so under the laws of Hong Kong, it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue (in each case) whether in Hong Kong or elsewhere) any advertisement, invitation, other offering material or other document relating to the Offered Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong other than with respect to Offered Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and any rules made under the SFO.

**Singapore**

Each Dealer has acknowledged under the Dealer Agreement that this Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore ("**MSA**") under the Securities and Futures Act (Chapter 289) (as amended) of Singapore ("**SFA**"). Accordingly, under the Dealer Agreement, each Dealer represents, warrants and agrees that it has not offered or sold any Offered Notes or caused such Offered Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Offered Notes, whether directly or indirectly, to any persons in Singapore other than:

(a) to an institutional investor (as defined in Section 4A of the SFA) (an "**Institutional Investor**") pursuant to Section 274 of the SFA;

(b) to an accredited investor (as defined in Section 4A of the SFA) (an "**Accredited Investor**") or other relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or

(c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Offered Notes are subscribed or purchased under section 275 by a Relevant Person who is:

(a) a corporation (which is not an Accredited Investor), the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an Accredited Investor; or

(b) a trust (where the trustee is not an Accredited Investor) the sole purpose of which is to hold investments and each beneficiary of the trust is an individual who is an Accredited Investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferrable for 6 months after that corporation or that trust has acquired the Offered Notes under Section 275 of the SFA except:

(i) to an Institutional Investor, an Accredited Investor or a Relevant Person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is given for the transfer;

(iii) where the transfer is by operation of law;

(iv) pursuant to section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

**Japan**

The Offered Notes have not been and will not be registered under the Securities and Exchange Act of Japan (Law No. 25 of 1948, as amended) ("**Financial Instruments and Exchange Act**") and, accordingly, each Dealer represents, warrants and agrees under the Dealer Agreement that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Offered Notes in Japan or to, or for the benefit of, any Japanese Person, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ordinances promulgated by the relevant Japanese government and regulatory authorities and in effect at the relevant time.

For the purposes of this paragraph, "**Japanese Person**" means any person resident in Japan or a juridical person having its main office in Japan as defined in Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No 228 of 1949, as amended), including any corporation having its principal office in or other entity organised under the laws, regulations and ministerial guidelines of Japan. Any branch or office in Japan of a non-resident will be deemed to be a resident for the purpose whether such branch or office has the power to represent such non-resident.

**New Zealand**

Each Dealer represents and agrees under the Dealer Agreement that:

(a) it has not offered or sold, and will not offer or sell, directly or indirectly, any Offered Notes; and

(b) it has not distributed and will not distribute, directly or indirectly, any offering materials or advertisement in relation to any offer of Offered Notes,

in each case in New Zealand other than:

(i) to persons who are "wholesale investors" as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand ("**FMC Act**"), being a person who is:

(A) an "investment business";

(B) "large"; or

(C) a "government agency",

in each case as defined in Schedule 1 to the FMC Act; or

(ii) in other circumstances where there is no contravention of the FMC Act, provided that (without limiting paragraph (c)) above) Offered Notes may not be offered or transferred to any "eligible investors" (as defined in the FMC Act) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMC Act.

**12.2 General**

Each Dealer represents and agrees under the Dealer Agreement that no action has been, or will be, taken by the Issuer, the Manager, or any dealer that would permit a public offering of the Offered Notes or distribution of this Information Memorandum or any other offering or publicity material relating to the Offered Notes in or from any jurisdiction where action for that purpose is required. Accordingly, each Dealer agrees under the Dealer Agreement that it will not offer or sell, directly or indirectly, and neither this Information Memorandum nor any circular, prospectus, form of application, advertisement or other material, may be distributed by it in or from or published by it in any country or jurisdiction, except under circumstances that will result in compliance with any applicable laws or regulation.

## 13 GLOSSARY

### Glossary of Terms

| | |
|---|---|
| 3 Month Average Arrears Ratio | means, in respect of a Determination Date, the amount (expressed as a percentage) calculated as follows:<br>$A = \frac{B}{3}$<br>where:<br>**A** is the 3 Month Average Arrears Ratio for that Determination Date; and<br>**B** is the sum of the Arrears Ratio for that Determination Date and the Arrears Ratios for each of the 2 immediately preceding Determination Dates. |
| A$, AUD and Australian dollars | the lawful currency for the time being of Australia. |
| Accrual Adjustment | means, in relation to a Receivable sold by the Seller pursuant to the Offer to Sell, an amount equal to the sum of:<br>(a) accrued but uncapitalised interest for that Receivable in respect of the Collection Month ending on (but excluding) the Acquisition Cut-Off Date;<br>(b) accrued interest for that Receivable for the period from (but excluding) the Acquisition Cut-Off Date to (and including) the Closing Date;<br>(c) any related capitalised fees for that Receivable for the period from (but excluding) the Acquisition Cut-Off Date to (and including) the Closing Date; and<br>(d) accrued interest on the amount referred to in paragraph (a) for the period from (but excluding) the Acquisition Cut-Off Date to (and including) the Closing Date,<br>except to the extent that the Offer to Sell provides that any such amounts are included in the Settlement Amount. |
| Acquisition Cut-Off Date | means, in respect of a Receivable, the “Cut-Off Date” specified in the Offer to Sell. |
| Adverse Rating Effect | means an effect which results in the downgrading or withdrawal of the then current rating of any of the Notes by a Designated Rating Agency. |
| Aggregate Invested Amount | means, on any day in respect of a Class of Notes, the aggregate of the Invested Amount of all the Notes of that Class. |
| Aggregate Stated Amount | means, on any day in respect of a Class of Notes, the aggregate of the Stated Amount of all the Notes of that Class. |
| ANZBGL | means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522). |
| Arranger | means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522). |
| Arrears | subsist in relation to a Receivable if and for so long as the relevant Obligor is in arrears in accordance with the Servicing Guidelines. |

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| Arrears Ratio | means, in respect of a Determination Date, the amount (expressed as a percentage) calculated as follows:<br>$A = \frac{B}{C}$<br>where:<br>**A** is the Arrears Ratio for that Determination Date;<br>**B** is the aggregate Outstanding Principal Balance of all Purchased Receivables which are in Arrears by more than 60 days on the last day of the immediately preceding Collection Period; and<br>**C** is the aggregate Outstanding Principal Balance of all Purchased Receivables on the last day of the immediately preceding Collection Period. |
| ASX | means the Australian Securities Exchange or ASX Limited (ABN 98 008 624 691) as the operator of the Australian Securities Exchange, as the context requires. |
| Attributed Income Rate | means, in respect of a Determination Date referred to in Section 4.6 ("Variable Rate Purchased Receivables and the Threshold Rate"), the amount calculated as follows:<br>(a) the weighted average interest rate on all Purchased Receivables as at the last day of the Collection Period immediately preceding that Determination Date; plus<br>(b) the amount, if greater than zero, determined in accordance with the following formula (and expressed as a percentage):<br>$\frac{(A + B - C) \times 12}{OPB}$<br>where:<br>A = the income received from Authorised Investments in the immediately preceding Collection Period;<br>B = any net amount payable to the Issuer by the Derivative Counterparty under the Fixed Rate Swap on the immediately following Payment Date;<br>C = any net amount payable by the Issuer to the Derivative Counterparty under the Fixed Rate Swap on the immediately following Payment Date; and<br>OPB = the aggregate Outstanding Principal Balance of all Purchased Receivables as at the first day of the Collection Period immediately preceding that Determination Date. |
| Austraclear | means Austraclear Limited (ABN 94 002 060 773). |
| Austraclear System | means the system operated by Austraclear for holding securities and the electronic recording and settling of transactions in those securities between participants of that system. |
| Australian Credit Licence | has the meaning given to that term in the NCCP. |
| Australian Financial Services Licence | means an Australian financial services licence within the meaning of Chapter 7 of the Corporations Act. |
| Australian Tax Act | means the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997, as the case may be. |

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| Authorised Investments | means:<br>(a) cash deposited in an interest bearing bank account in the name of the Issuer with an Eligible Bank;<br>(b) certificates of deposit issued by an Eligible Bank;<br>(c) Bills, which at the time of acquisition have a maturity date of not more than 200 days and which have been accepted, drawn on or endorsed by a bank and provide a right of recourse against that bank by a holder in due course who purchases them for value; and<br>(d) any debt securities which:<br>(i) have a short term credit rating of P-1 by Moody's; and<br>(ii) have a credit rating by Fitch as follows:<br>(A) for debt securities with remaining maturities at the time of purchase of less than or equal to 30 days, a short term credit rating by Fitch of at least F1 or a long term credit rating by Fitch of at least A;<br>(B) for debt securities with remaining maturities at the time of purchase of more than 30 days but less than or equal to 365 days, a short term credit rating by Fitch of F1+ or a long term credit rating by Fitch of at least AA-,<br>or, in each case, such other credit ratings by the relevant Designated Rating Agency as may be notified by the Manager to the Issuer from time to time provided that the Manager has delivered a Rating Notification in respect of such other credit ratings;<br>(iii) mature (or be capable of being converted to immediately available funds in an amount at least equal to the aggregate outstanding principal amount of that investment plus any accrued interest) on or prior to the next date on which the proceeds from such Authorised Investments will be required to be applied in accordance with the Cashflow Allocation Methodology;<br>(iv) are denominated in Australian dollars; and<br>(v) are held in the name of the Issuer,<br>in each case which do not constitute a securitisation exposure or a resecuritisation exposure (as defined in Prudential Standard APS 120 issued by the Australian Prudential Regulation Authority, including any amendment or replacement of that Prudential Standard). |
| Availability Period | means the period from the date of the Liquidity Facility Agreement to the date which ends on (and includes) the Liquidity Facility Termination Date. |
| Available Income | has the meaning given to it in Section 7.8 ("Calculation of Available Income"). |
| Available Liquidity Amount | means on any day an amount equal to:<br>(a) the Liquidity Limit on that day; less<br>(b) the Liquidity Principal Outstanding on that day. |
| Bank | means an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cth). |

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| Bank Bill Rate | means for a Note for an Interest Period:<br><br>(a) the rate designated as the "AVG MID" on the Reuters Screen page "BBSW" at or about 10.30a.m. (Melbourne time) (or such other time at which such rate customarily appears on that page) (the "**Publication Time**") on the first day of that Interest Period for prime bank eligible securities having a tenor of one month (and rounded upwards, if necessary, to 4 decimal places); or<br><br>(b) if the rate referred to in paragraph (a) does not appear on the Reuters Screen page "BBSW" by 10.45a.m. (Melbourne time) (or such other time that is 15 minutes after the Publication Time) on the first day of that Interest Period, the rate determined by the Calculation Agent in good faith and in a commercially reasonably manner at approximately 10.45a.m. (Melbourne time) (or such other time that is 15 minutes after the Publication Time) on that day, having regard, to the extent possible, to comparable indices then available or to the rates otherwise applicable to prime bank eligible securities of that tenor at that time.<br><br>However, for the first Interest Period in respect of the Notes , the Bank Bill Rate for that Interest Period will be determined by the Manager in the manner set out above for prime bank eligible securities having a tenor of two months and rounded upwards, if necessary, to 4 decimal places. |
| Basis Swap | has the meaning set out in Section 10.6 ("Initial Derivative Contract"). |
| Bill | has the meaning it has in the Bills of Exchange Act 1909 (Cth) and a reference to the drawing, acceptance or endorsement of, or other dealing with, a Bill is to be interpreted in accordance with that Act. |
| Business Day | means a day on which banks are open for general banking business in Melbourne and Sydney (not being a Saturday, Sunday or public holiday in that place). |
| Business Day Convention | means the convention for adjusting any date if it would otherwise fall on a day that is not a Business Day, such that the date is postponed to the next Business Day. |
| Calculation Agent | means the Manager. |
| Call Option | means the Issuer's option to redeem Notes before the Maturity Date on each Call Option Date. |
| Call Option Date | means each Payment Date occurring after the last day of the Collection Period in which the aggregate of the Outstanding Principal Balance of all Purchased Receivables (as calculated on that last day of the Collection Period) is less than or equal to 10% of the Outstanding Principal Balance of all Purchased Receivables as at the Closing Date. |
| Carryover Charge-Off | means each of:<br><br>(a) a Carryover Charge-Off (Class A1);<br><br>(b) a Carryover Charge-Off (Class A2);<br><br>(c) a Carryover Charge-Off (Class B);<br><br>(d) a Carryover Charge-Off (Class C);<br><br>(e) a Carryover Charge-Off (Class D)<br><br>(f) a Carryover Charge-Off (Class E); |

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| | (g) a Carryover Charge-Off (Class F); and<br>(h) a Carryover Charge-Off (Redraw),<br>as applicable. |
| Carryover Charge-Off (Class A1) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Carryover Charge-Off (Class A2) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Carryover Charge-Off (Class B) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Carryover Charge-Off (Class C) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Carryover Charge-Off (Class D) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Carryover Charge-Off (Class E) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Carryover Charge-Off (Class F) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Carryover Charge-Off (Redraw) | has the meaning given to it in Section 7.13 (“Allocation of Charge-Offs”). |
| Cashflow Allocation Methodology | means the cashflow allocation methodology described in Section 7 (“Cashflow Allocation Methodology”). |
| Cashflow Support Facility | means:<br>(a) any Derivative Contract;<br>(b) the Liquidity Facility Agreement; and<br>(c) any other document which is from time to time agreed between the Issuer and the Manager to be a Cashflow Support Facility for the purposes of the Trust. |
| Charge-Off | means, in respect of a Determination Date, the amount (if any) by which the Losses in respect of the immediately preceding Collection Period exceeds the aggregate of the amounts available to be applied from Total Available Income on the next Payment Date under Section 7.12(n) (“Application of Total Available Income - Losses”). |
| Circulating Resolution | means a written resolution of Secured Creditors made in accordance with paragraph 9 (“Circulating Resolutions”) of the Meetings Provisions. |
| Class | means each class of Notes. |
| Class A1 CE Level | means, on a Determination Date, the amount, expressed as a percentage, that the Aggregate Invested Amount of all Class A2, Class B, Class C, Class D, Class E and Class F Notes on that Determination Date bears to the Aggregate Invested Amount of all Notes outstanding on that Determination Date. |
| Class A1 Note | means any Note designated as a “Class A1 Note” and which is issued in accordance with the Issue Supplement and the Note Deed Poll. |
| Class A1 Noteholder | means a Noteholder of a Class A1 Note. |
| Class A1 Note Margin | means:<br>(a) for the calculation of interest for each Interest Period in respect of a Class A1 Note commencing prior to the Class A1 Note Step-up Margin Date, the Initial Class A1 Note Margin; and |

(b) for the calculation of interest for each Interest Period in respect of a Class A1 Note commencing on or after the Class A1 Note Step-up Margin Date, the Initial Class A1 Note Margin plus 0.25% per annum.

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| Class A Note Step-up | means the first Call Option Date. |
| Class A2 Note | means any Note designated as a "Class A2 Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll. |
| Class A2 Noteholder | means a Noteholder of a Class A2 Note. |
| Class A2 Note Margin | means:<br>(a) for the calculation of interest for each Interest Period in respect of a Class A2 Note commencing prior to the Class A2 Note Step-up Margin Date, the Initial Class A2 Note Margin; and<br>(b) for the calculation of interest for each Interest Period in respect of a Class A2 Note commencing on or after the Class A2 Note Step-up Margin Date, the Initial Class A2 Note Margin plus 0.25% per annum. |
| Class A2 Note Step-up | means the first Call Option Date. |
| Class B Note | means any Note designated as a "Class B Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll. |
| Class B Noteholder | means a Noteholder of a Class B Note. |
| Class B Note Margin | means:<br>(a) for the calculation of interest for each Interest Period in respect of a Class B Note commencing prior to the Step-Down Margin Date, the Initial Class B Note Margin; and<br>(b) for the calculation of interest for each Interest Period in respect of a Class B Note commencing on or after the Step-Down Margin Date, the lesser of:<br>(i) the Initial Class B Note Margin; and<br>(ii) the Step-Down Note Margin. |
| Class B Note Residual Interest | means, in respect of a Class B Note and an Interest Period, the sum of:<br>(a) the amount of any interest payable on that Note in respect of that Interest Period as determined in accordance with Condition 6.1(b) ("Interest") of the Conditions; and<br>(b) the amount of any interest accrued during that Interest Period under Condition 6.8 ("Default interest") of the Conditions on an unpaid amount referred to in paragraph (a) in respect of that Note from a prior Interest Period. |
| Class B Note Senior Obligations | means the obligations of the Issuer in respect of the Class B Notes (other than in respect of Class B Note Residual Interest). |
| Class C Note | means any Note designated as a "Class C Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll. |
| Class C Noteholder | means a Noteholder of a Class C Note. |
| Class C Note Margin | means: |

(a) for the calculation of interest for each Interest Period in respect of a Class C Note commencing prior to the Step-Down Margin Date, the Initial Class C Note Margin; and

(b) for the calculation of interest for each Interest Period in respect of a Class C Note commencing on or after the Step-Down Margin Date, the lesser of:

(i) the Initial Class C Note Margin; and

(ii) the Step-Down Note Margin.

Class C Note Residual Interest — means, in respect of a Class C Note and an Interest Period, the sum of:

(a) the amount of any interest payable on that Note in respect of that Interest Period as determined in accordance with Condition 6.1(b) ("Interest") of the Conditions; and

(b) the amount of any interest accrued during that Interest Period under Condition 6.8 ("Default interest") of the Conditions on an unpaid amount referred to in paragraph (a) in respect of that Note from a prior Interest Period.

Class D Note — means any Note designated as a "Class D Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.

Class D Noteholder — means a Noteholder of a Class D Note.

Class D Note Margin — means:

(a) for the calculation of interest for each Interest Period in respect of a Class D Note commencing prior to the Step-Down Margin Date, the Initial Class D Note Margin; and

(b) for the calculation of interest for each Interest Period in respect of a Class D Note commencing on or after the Step-Down Margin Date, the lesser of:

(i) the Initial Class D Note Margin; and

(ii) the Step-Down Note Margin.

Class D Note Residual Interest — means, in respect of a Class D Note and an Interest Period, the sum of:

(a) the amount of any interest payable on that Note in respect of that Interest Period as determined in accordance with Condition 6.1(b) ("Interest") of the Conditions in the Note Deed Poll; and

(b) the amount of any interest accrued during that Interest Period under Condition 6.8 ("Default interest") of the Conditions on an unpaid amount referred to in paragraph (a) in respect of that Note from a prior Interest Period.

Class D Note Senior Obligations — means the obligations of the Issuer in respect of the Class D Notes (other than in respect of Class D Note Residual Interest).

Class E Note — means any Note designated as a "Class E Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.

Class E Noteholder — means a Noteholder of a Class E Note.

Class E Note Margin — means:

(a) for the calculation of interest for each Interest Period in respect of a Class E Note commencing prior to the Step-Down Margin Date, the Initial Class E Note Margin; and

(b) for the calculation of interest for each Interest Period in respect of a Class E Note commencing on or after the Step-Down Margin Date, the lesser of:

(i) he Initial Class E Note Margin; and

(ii) the Step-Down Note Margin.

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| Class E Note Residual Interest | means, in respect of a Class E Note and an Interest Period, the sum of:<br>(a) the amount of any interest payable on that Note in respect of that Interest Period as determined in accordance with Condition 6.1(b) ("Interest") of the Conditions in the Note Deed Poll; and<br>(b) the amount of any interest accrued during that Interest Period under Condition 6.8 ("Default interest") of the Conditions on an unpaid amount referred to in paragraph (a) in respect of that Note from a prior Interest Period. |
| Class E Note Senior Obligations | means the obligations of the Issuer in respect of the Class E Notes (other than in respect of Class E Note Residual Interest). |
| Class F Note | means any Note designated as a "Class F Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll. |
| Class F Noteholder | means a Noteholder of a Class F Note. |
| Class F Note Margin | means:<br>(a) for the calculation of interest for each Interest Period in respect of a Class F Note commencing prior to the Step-Down Margin Date, the Initial Class F Note Margin; and<br>(b) for the calculation of interest for each Interest Period in respect of a Class F Note commencing on or after the Step-Down Margin Date, the lesser of:<br>(i) the Initial Class F Note Margin; and<br>(ii) the Step-Down Note Margin. |
| Class F Note Residual Interest | means, in respect of a Class F Note and an Interest Period, the sum of:<br>(a) the amount of any interest payable on that Note in respect of that Interest Period as determined in accordance with Condition 6.1(b) ("Interest") of the Conditions in the Note Deed Poll; and<br>(b) the amount of any interest accrued during that Interest Period under Condition 6.8 ("Default interest") of the Conditions on an unpaid amount referred to in paragraph (a) in respect of that Note from a prior Interest Period. |
| Class F Note Senior Obligations | means the obligations of the Issuer in respect of the Class F Notes (other than in respect of Class F Note Residual Interest). |
| Clean-Up Offer | has the meaning given to it in Section 7.17 ("Call Option"). |
| Clean-Up Offer Amount | has the meaning given to it in Section 7.17 ("Call Option"). |
| Clearing System | means the Austraclear System or any other clearing system that may be specified in the Issue Supplement. |
| Closing Date | has the meaning given to it in Section 2.2 ("Summary – Transaction"). |

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| Collateral | means all Trust Assets of the Trust which the Issuer acquires or to which the Issuer becomes entitled on or after the date of the General Security Deed. |
| Collateral Account | means a segregated account opened at the direction of the Manager in the name of the Issuer with an Eligible Bank to which the proceeds of any Collateral Advance are to be deposited. |
| Collateral Account Balance | means, at any time, the balance of the Collateral Account at that time plus, if any amount from the Collateral Account has been invested in Authorised Investments, the face value of such Authorised Investments. |
| Collateral Advance | means the principal amount of each advance made by the Liquidity Facility Provider under clause 2.5 ("Collateral Advance Request") of the Liquidity Facility Agreement, or the balance of such advance outstanding from time to time as the context requires and includes any deemed Collateral Advance in accordance with clause 10.5 ("Repayment of Liquidity Advances") of the Liquidity Facility Agreement. |
| Collateral Advance Request | means a request for a Collateral Advance made in accordance with clause 2.5 ("Collateral Advance Request") and clause 10 ("Collateral Advance") of the Liquidity Facility Agreement. |
| Collateral Support | means, on any day:<br>(a) in respect of a Derivative Contract, the amount of collateral (if any) paid or transferred to the Issuer by a Derivative Counterparty in accordance with the terms of a Derivative Contract that has not been applied before that day to satisfy the Derivative Counterparty's obligations under the Derivative Contract; and<br>(b) in respect of the Liquidity Facility Agreement, the Collateral Account Balance (as defined in the Liquidity Facility Agreement) on that day. |
| Collection Account | means the account opened with ANZBGL in the name of the Issuer and designated by the Manager as the collection account for the Trust. |
| Collection Business Day | means a day on which banks are open for general banking business in Melbourne (not being a Saturday, Sunday or public holiday in that place). |
| Collection Month | means the period from (and including) the first day of a calendar month up to (and including) the last day of that calendar month. However, if the last day of a calendar month is not a Collection Business Day, then the Collection Month that would otherwise end on that day will end on (and include) the next Collection Business Day. Any subsequent Collection Month will commence on (and include) the day after the end of the previous Collection Month. |
| Collection Period | means, in relation to a Payment Date, the period from (and including) the first day of the calendar month immediately preceding the related Determination Date up to (and including) the last day of the calendar month immediately preceding that Determination Date. However:<br>(a) in respect of the first Payment Date, the Collection Period will commence on (and include) the day immediately following the Acquisition Cut-Off Date; and<br>(b) if the last day of a calendar month is not a Collection Business Day, then the Collection Period that would otherwise end on that day will end on (and include) the next Collection Business Day. |

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| | Any subsequent Collection Period will commence on (and include) the day after the end of the previous Collection Period. |
| Collections | has the meaning given to it in Section 7.1 ("Collections"). |
| Conditions | means the conditions of the Notes set out in Section 5 ("Conditions of the Notes"). |
| Consolidated LVR | means, in relation to a Receivable, the aggregate Loan-to-Value Ratio of that Receivable and each other Receivable secured by the same Related Security as the first mentioned Receivable. |
| Consolidated Outstanding Principal Balance | means, in respect of a Receivable, the aggregate Outstanding Principal Balance of that Receivable and each other Receivable secured by the same Related Security as the first mentioned Receivable. |
| Controller | has the meaning given to it in the Corporation Act. |
| Corporations Act | means the Corporations Act 2001 (of the Commonwealth of Australia). |
| Costs | includes costs, charges and expenses, including those incurred in connection with advisers. |
| Custodian | Such person who is, from time to time, acting as Custodian pursuant to the Transaction Documents. The initial Custodian is ANZBGL. |
| Dealer | means each person specified as such in Section 2.1 ("Summary – Transaction Parties"). |
| Dealer Agreement | means the document entitled "Dealer Agreement (Kingfisher Trust 2019-1)" dated 31 May 2019 between the Issuer and others. |
| Deducted Amount | means, in respect of a Purchased Receivable that is the subject of an Offer to Sell Back:<br>(a) the amount of any Redraw made by the Seller in respect of the Receivable (excluding the amount of any Redraw which has previously been reimbursed to the Seller in accordance with the Issue Supplement);<br>(b) any Further Advance made by the Seller in respect of that Receivable (excluding the amount of any Permitted Further Advance in respect of that Receivable which has previously been reimbursed to the Seller in accordance with the Issue Supplement); and<br>(c) any other amount determined by the Manager to be in the nature of a Deducted Amount. |
| Defaulting Party | in respect of a Derivative Contract, has the meaning given to it in that Derivative Contract. |
| Derivative Contract | means:<br>(a) the Initial Derivative Contract; and<br>(b) each other Derivative Contract (as defined in the Security Trust Deed) in respect of the Trust entered into by the Issuer provided that a Rating Notification has been given respect of such Derivative Contract. |

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| Derivative Counterparty | means, at any time, the counterparty under a Derivative Contract. The initial Derivative Counterparty is ANZBGL. |
| Designated Rating Agency | means each of Moody's and Fitch. |
| Determination Date | means the day which is 3 Business Days prior to a Payment Date. |
| Drawdown Date | means the date on which a Liquidity Advance or Collateral Advance is or is deemed to be made under the Liquidity Facility Agreement. |
| Eligible Bank | means any Bank with a rating equal to or higher than:<br>(a) in the case of Moody's, a long term credit rating of A2 and a short term rating of P-1; and<br>(b) in the case of Fitch, a long term credit rating of A or a short term credit rating of F1,<br>or, in each case, such other credit ratings by the relevant Designated Rating Agency as may be notified by the Manager to the Issuer in writing from time to time provided that the Manager has delivered a Rating Notification in respect of such other credit ratings. |
| Eligibility Criteria | has the meaning given to it in Section 4.2 ("Eligibility Criteria"). |
| Encumbrance | means any:<br>(a) security interest as defined in section 12(1) or section 12(2) of the PPSA; or<br>(b) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; or<br>(c) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or<br>(d) right that a person (other than the owner) has to remove something from land (known as a profit á prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or<br>(e) third party right or interest or any right arising as a consequence of the enforcement of a judgment,<br>or any agreement to create any of them or allow them to exist. |
| Enforcement Expenses | means all expenses paid by or on behalf of the Servicer in connection with the enforcement of any Purchased Receivable or Purchased Related Security, as advised by the Servicer to the Manager from time to time. |
| Event of Default | has the meaning given to it in Section 10.5 ("Security Trust Deed and General Security Deed"). |
| Extraordinary Resolution | means:<br>(a) a resolution passed at a meeting of Secured Creditors by at least 75% of the votes cast; or<br>(b) a Circulating Resolution made in accordance with paragraph 9.1(b) ("Passing resolutions by Circulating Resolution") of the Meetings Provisions. |

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| FATCA | means:<br>(a) sections 1471 to 1474 of the United States of America Internal Revenue Code of 1986 or any associated regulations or other official guidance;<br>(b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States of America and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or<br>(c) any agreement under the implementation of paragraphs (a) or (b) above, with the United States of America Internal Revenue Service, the United States of America government or any governmental or taxation authority in any other jurisdiction. |
| Finance Charge Collections | has the meaning given to it in Section 7.7 (“Finance Charge Collections”). |
| Fitch | means Fitch Australia Pty Ltd (ABN 93 081 339 184). |
| Fixed Rate Swap | has the meaning given to it in Section 10.6 (“Initial Derivative Contract”). |
| Further Advance | means in relation to a Purchased Receivable, each advance of further money to the relevant Obligor following the making of the initial advance of monies in respect of such Purchased Receivable (“**Initial Advance**”) which is secured by the same Purchased Related Security as the Initial Advance but does not include any Redraw. For avoidance of doubt, a Receivable Consolidation which does not cause any net increase in the Consolidated Outstanding Principal Balance of Purchased Receivables is not regarded as a Further Advance. |
| General Security Deed | means the document entitled “General Security Deed (Kingfisher Trust 2019-1)” dated 31 May 2019 between the Issuer, the Security Trustee and the Manager. |
| Government Agency | means:<br>(a) any body politic or government in any jurisdiction, whether federal, state, territorial or local; and<br>(b) any minister, department, office, commission, instrumentality, agency, board, authority or organisation of any government or in which any government is interested. |
| GST | has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth). |
| GST Act | means A New Tax System (Goods and Services Tax) Act 1999 (Cwlth). |
| Housing Loan | means a loan under a loan agreement secured by a Mortgage over residential Land. |
| Receivables Pool | has the meaning set out in the Section entitled “Responsibility for information contained in this Information Memorandum” on page 3 of this Information Memorandum. |

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| Ineligible Feature | means, in respect of a Purchased Receivable, any:<br>(a) additional loan feature offered by the Seller from time to time with respect to other housing loans originated by the Seller;<br>(b) alternative loan or mortgage product offered by the Seller from time to time; or<br>(c) other variation to the terms of that Purchased Receivable,<br>which, if applied to or made in respect of that Purchased Receivable, would cause the Purchased Receivable to not satisfy the Eligibility Criteria (if, for these purposes only, the Eligibility Criteria was applied to the Purchased Receivable immediately following such change). |
| Initial Class A1 CE Level | means the amount, expressed as a percentage, that the Aggregate Invested Amount of all Class A2, Class B, Class C, Class D, Class E and Class F Notes on the Closing Date bears to the Aggregate Invested Amount of all Notes outstanding on the Closing Date. |
| Initial Class A1 Note Margin | means, in respect of a Class A1 Note, the Note Margin for that Note as set out in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Initial Class A2 Note Margin | means, in respect of a Class A2 Note, the Note Margin for that Note as set out in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Initial Class B Note Margin | means, in respect of a Class B Note, the Note Margin for that Note as set out in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Initial Class C Note Margin | means, in respect of a Class C Note, the Note Margin for that Note as set out in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Initial Class D Note Margin | means, in respect of a Class D Note, the Note Margin for that Note as set out in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Initial Class E Note Margin | means, in respect of a Class E Note, the Note Margin for that Note as set out in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Initial Class F Note Margin | means, in respect of a Class F Note, the Note Margin for that Note as set out in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Initial Derivative Contract | means the ISDA Master Agreement (including all Schedules and Annexures) dated 14 June 2019 between the Issuer, the Manager and the initial Derivative Counterparty. |
| Initial Invested Amount | has the meaning given to it in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Insolvent | a person is Insolvent if:<br>(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or<br>(b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or<br>(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Security Trustee (or the Manager, in the case of the solvency of the Security Trustee)); or |

(d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or

(e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or

(f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Security Trustee (or the Manager, in the case of the solvency of the Security Trustee) reasonably deduces it is so subject); or

(g) it is otherwise unable to pay its debts when they fall due; or

something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

The reference to "person" in the above definition, when used in respect of the Issuer or the Security Trustee, is a reference to the Issuer or the Security Trustee:

(a) in its personal capacity; and

(b) in its capacity as trustee of the Trust or Security Trust (as applicable),

but not the Issuer or Security Trustee in its capacity as trustee of any other trust. Any non-payment of any amount owing by the Issuer as a result of the operation of the Cashflow Allocation Methodology or the limitation of liability described in the sections titled "Indemnity" and "Limitation of Issuer's liability" of Section 10.2 ("Master Trust Deed") will not result in the Issuer being Insolvent.

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| Interest | means in respect of a Note and an Interest Period:<br>(a) the amount of interest payable on that Note in respect of that Interest Period under condition 6.1 ("Interest on Notes"); and<br>(b) (interest (if any) accrued during that Interest Period under condition 6.8 ("Default interest") of the Conditions in respect of an unpaid amount referred to in paragraph (a) in respect of that Note from a prior Interest Period. |
| Interest Period | means, in respect of a Note:<br>(a) initially, the period from (and including) the Issue Date of that Note to (but excluding) the first Payment Date following that Issue Date; and<br>(b) thereafter, each period from (and including) each Payment Date to (but excluding) the next following Payment Date. |
| Interest Rate | in respect of a Note, has the meaning given to it in Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Invested Amount | means at any time in respect of a Note:<br>(a) the Initial Invested Amount of that Note; less<br>(b) the aggregate of any principal repayments made in respect of that Note prior to that time. |
| Issue Date | In relation to a Note, the date of issue of that Note. |

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| Issue Supplement | means the document entitled "Issue Supplement (Kingfisher Trust 2019-1)" dated 31 May 2019 between the Manager, the Issuer, the Security Trustee, the Seller and the Servicer. |
| Issuer | has the meaning given to it in Section 2.1 ("Summary – Transaction Parties"). |
| Land | means:<br>(a) land (including tenements and hereditaments corporeal and incorporeal and every estate and interest in it whether vested or contingent, freehold or Crown leasehold, the terms of which lease is expressed to expire not earlier than five years after the maturity of the relevant Mortgage, and whether at law or in equity) wherever situated and including any fixtures to land; and<br>(b) any parcel and any lot, common property and land comprising a parcel within the meaning of the Strata Schemes Development Act 2015 (New South Wales) or the Community Land Development Act 1989 (New South Wales) or any equivalent legislation in any other Australian jurisdiction. |
| Lead Manager | means the person specified as such in Section 2.1 ("Summary – Transaction Parties"). |
| Lenders Mortgage Insurance | means a primary lenders mortgage insurance policy taken out with respect to any Receivable. |
| Linked Deposit Accounts | has the meaning given to it in Section 4.11 ("Gross Up for Linked Deposit Accounts"). |
| Liquidity Advance | has the meaning given to it in Section 10.7 ("Liquidity Facility Agreement") and includes a Collateral Advance. |
| Liquidity Bank Bill Rate | means, for a Liquidity Interest Period:<br>(a) the rate designated as the "AVG MID" on the Reuters Screen page "BBSW" at or about 10.30 a.m. (Melbourne time) (or such other time at which such rate customarily appears on that page) (the "**Publication Time**") on the first day of that Liquidity Interest Period for prime bank eligible securities having a tenor closest to the Liquidity Interest Period (rounded upwards, if necessary, to four decimal places); or<br>(b) if the rate referred to in paragraph (a) does not appear in the Reuters Screen page "BBSW" by 10.45 a.m. (Melbourne time) (or such other time that is 15 minutes after the Publication Time) on the first day of that Liquidity Interest Period, the rate determined by the Liquidity Facility Provider in good faith and in a commercially reasonable manner at approximately 10.45am (Melbourne time) (or such other time that is 15 minutes after the Publication Time) on that day, having regard to comparable indices then available or to the rates otherwise applicable to prime bank eligible securities of that tenor at that time.<br>The rate set by the Liquidity Facility Provider must be expressed as a percentage rate per annum and be rounded up to the nearest fourth decimal place. |
| Liquidity Draw | has the meaning given to it in Section 7.10 ("Liquidity Draw"). |
| Liquidity Facility | means the facility provided under the Liquidity Facility Agreement. |

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| Liquidity Facility Agreement | means:<br>(a) the agreement entitled "Liquidity Facility Agreement (Kingfisher Trust 2019-1)" dated 14 June 2019 between the Issuer, the Manager and the initial Liquidity Facility Provider; and<br>(b) any other agreement which the Issuer and the Manager agree is a "Liquidity Facility Agreement" in respect of the Trust and in respect of which Rating Notification has been given. |
| Liquidity Facility Provider | means the person identified in the Liquidity Facility Agreement as the liquidity facility provider. The initial Liquidity Facility Provider is ANZBGL. |
| Liquidity Facility Termination Date | has the meaning given to it in Section 10.7 ("Liquidity Facility Agreement"). |
| Liquidity Interest Period | has the meaning given to it in Section 10.7 ("Liquidity Facility Agreement"). |
| Liquidity Interest Rate | means, in respect of a Liquidity Advance and a Liquidity Interest Period, the Liquidity Bank Bill Rate for that Interest Period plus a margin (as determined under the Liquidity Facility Agreement). |
| Liquidity Limit | means at any time the lesser of:<br>(a) the amount equal to the greater of:<br>(i) A$1,500,000; and<br>(ii) 1.0% of the aggregate Invested Amount of the Notes at that time;<br>(b) the aggregate Outstanding Principal Balance of the Performing Purchased Receivables at that time;<br>(c) the amount agreed from time to time by the Liquidity Facility Provider and the Manager (in respect of which a Rating Notification has been given); or<br>(d) the amount (if any) to which the Liquidity Limit has been reduced at that time in accordance with the Liquidity Facility Agreement (provided a Rating Notification has been provided in respect of such reduction). |
| Liquidity Principal Outstanding | means, at any time, an amount equal to:<br>(a) the aggregate of all Liquidity Advances made prior to that time (including any interest capitalised on overdue amounts); less<br>(b) any repayments or prepayments of all such Liquidity Advances made by the Issuer on or before that time. |
| Liquidity Shortfall | means, on a Determination Date, the amount (if any) by which the Payment Shortfall on that Determination Date exceeds the Principal Draw to be made for the immediately following Payment Date in accordance with Section 7.9 ("Principal Draw"). |
| LMI Management Deed | means the document entitled "ANZ RMBS Master Lenders Mortgage Insurance Management Deed" dated 2 November 2016 between the Mortgage Insurer, Perpetual Corporate Trust Limited, P.T. Limited and the Manager. |
| LMI Manager | means the Servicer or any replacement LMI Manager appointed in accordance with Section 10.8 ("Master Lenders Mortgage Insurance Management Deed"). |

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| Loan-to-Value Ratio | in relation to a Receivable and the Land the subject of the Mortgage securing the Receivable means at any given time a percentage calculated as follows:<br>$$LVR = \frac{L}{V}$$<br>where:<br>LVR = Loan-to-Value Ratio;<br>L = the amount of the Receivable then outstanding or if the Receivable has not been advanced at that time, the amount of the then proposed Receivable; and<br>V = the aggregate value of the residential Land subject to the Mortgage then recorded in the Servicer's records as securing the Receivable. |
| Losses | means, in respect of a Collection Period, the aggregate principal losses (as determined by the Servicer and notified to the Manager) for all Purchased Receivables which arise during that Collection Period after all enforcement action has been taken in respect of any Purchased Receivables and after taking into account:<br>(a) all proceeds received as a consequence of enforcement under any Purchased Receivables (less the relevant Enforcement Expenses);<br>(b) any proceeds of any claims under a Lenders Mortgage Insurance Policy; and<br>(c) any payments received from the Servicer or any other person for a breach of its obligations under the Transaction Documents,<br>and "**Loss**" has a corresponding meaning. |
| Management Deed | means the document entitled "ANZ RMBS Management Deed" dated 2 November 2016 between the Issuer and the Manager. |
| Manager | such person who is, from time to time, acting as Manager pursuant to the Transaction Documents. The initial Manager is specified in Section 2.1 ("Summary – Transaction Parties"). |
| Manager Termination Event | has the meaning given to it in Section 10.3 ("Management Deed"). |
| Master Definitions Schedule | means the document entitled "ANZ RMBS Master Definitions Schedule" dated 2 November 2016 between the Issuer, the Manager and others. |
| Master Trust Deed | means the document entitled "ANZ RMBS Master Trust Deed" dated 2 November 2016 between the Issuer and the Manager. |
| Material Adverse Effect | means any event which materially and adversely affects or is likely to affect the amount of any payment due to be made to any Secured Creditor in relation to the Trust or materially and adversely affects the timing of such payment. |
| Maturity Date | see Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Maximum Receivable Maturity Date | in respect of a Purchased Receivable (for these purposes, the "**Relevant Purchased Receivable"**), means:<br>(a) if no other Purchased Receivables are secured by the Purchased Related Security which secures the Relevant Purchased |

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| | Receivable, the maturity date of the Relevant Purchased Receivable; or<br>(b) if there are other Purchased Receivables which are secured by the Purchased Related Security which secures the Relevant Purchased Receivable, the maturity date of the Purchased Receivable that, at the relevant time, has the longest remaining loan term of all Purchased Receivables secured by that Purchased Related Security. |
| Meetings Provisions | means the provisions relating to meetings of Secured Creditors set out in schedule 2 ("Meetings Provisions") of the Security Trust Deed. |
| Mortgage | means, in respect of a Receivable, a Related Security that is a registered mortgage over Land and the improvements on it situated in any State or Territory of Australia, securing, amongst other things, payment of interest and the repayment of principal in respect of the Receivable. |
| Mortgage Insurer | See Section 2.1 ("Summary – Transaction Parties"). |
| Moody's | means Moody's Investors Service Pty Limited (ABN 61 003 399 657). |
| National Credit Legislation | means:<br>(a) the NCCP;<br>(b) the National Consumer Credit Protection (Fees) Act 2009 (Cwlth);<br>(c) the National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009 (Cwlth) ("**Transitional Act**");<br>(d) regulations made under any of them; and<br>(e) Division 2 of Part 2 of the Australian Securities and Investment Commission Act 2001 (Cwlth), so far as it relates to obligations in respect of an Australian Credit Licence issued under the NCCP or registration as a registered person under the Transitional Act. |
| NCCP | means the National Consumer Credit Protection Act 2009 (Cwlth). |
| Note Deed Poll | means the document entitled "Note Deed Poll - Kingfisher Trust 2019-1" dated 14 June 2019 signed by the Issuer. |
| Note Register | means the register of Notes in respect of the Trust established and maintained by the Issuer in accordance with the Master Trust Deed. |
| Note Step-Up Margin | see Section 1 ("Summary – Principal Terms of the Offered Notes"). |
| Noteholder | means, for a Note, each person whose name is entered in the Note Register for the Trust as the holder of that Note. If a Note is held in a Clearing System, references to the Noteholder of that Note include the operator of that Clearing System or its nominee, depository or common depository (in each case acting in accordance with the rules and regulations of the Clearing System). |

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| Notes | means:<br>(a) a Class A1 Note;<br>(b) a Class A2 Note;<br>(c) a Class B Note;<br>(d) a Class C Note;<br>(e) a Class D Note;<br>(f) a Class E Note;<br>(g) a Class F Note; and<br>(h) a Redraw Note,<br>as applicable. |
| Note Margin | means:<br>(a) in respect of the Class A1 Notes, the Class A1 Note Margin;<br>(b) in respect of the Class A2 Notes, the Class A2 Note Margin;<br>(c) in respect of the Class B Notes, the Class B Note Margin;<br>(d) in respect of the Class C Notes, the Class C Note Margin;<br>(e) in respect of the Class D Notes, the Class D Note Margin;<br>(f) in respect of the Class E Notes, the Class E Note Margin;<br>(g) in respect of the Class F Notes, the Class F Note Margin; and<br>(h) in respect of the Redraw Notes, the percentage rate per annum notified as such by the Manager to the Issuer in writing on or before the Issue Date of such Redraw Notes. |
| Notice of Creation of Security Trust | means the document entitled "Notice of Creation of Security Trust – Kingfisher Trust 2019-1 Security Trust" dated 24 May 2019 signed by the Security Trustee. |
| Notice of Creation of Trust | means the document entitled "Notice of Creation of Trust – Kingfisher Trust 2019-1" dated 24 May 2019 signed by the Issuer. |
| Obligor | means in relation to a Receivable or Purchased Related Security, any person who is obliged to make payments either jointly or severally to the Issuer in connection with that Receivable or Purchased Related Security. |
| Offer to Sell | means an offer from the Seller to sell Receivables to the Issuer in accordance with the Sale Deed dated prior to the Closing Date. |
| Offer to Sell Back | means an offer by the Issuer to sell Purchased Receivables back to the Seller in accordance with the Sale Deed. |
| Offered Notes | means the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes. |
| Ordinary Resolution | means: |

(a) a resolution passed at a meeting of Secured Creditors by at least 50% of the votes cast; or

(b) a Circulating Resolution made in accordance with paragraph 9.1(a) ("Passing resolutions by Circulating Resolution") of the Meetings Provisions.

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| Other Income | means, in respect of a Collection Period, any miscellaneous income and other amounts (deemed by the Manager to be in the nature of income or interest) in respect of Trust Assets, including:<br>(a) income earned on Authorised Investments or the Collection Account and any amount received in respect of input tax credits (as defined in the GST Act); and<br>(b) any amounts paid, or due to be paid on or prior to the immediately following Payment Date, in accordance with 7.1 ("Collections") representing interest on Collections retained by the Servicer for the period from the date of receipt by the Servicer to the date of remittance of the Collections to the Issuer,<br>but excluding any interest on or other income attributable to any Collateral Support in respect of that Collection Period. If any amounts which properly constitute Other Income are received by the Issuer with deductions for fees or expenses, only the net amount received by the Issuer will be classified as Other Income. |
| Outstanding Principal Balance | means, in relation to a Purchased Receivable, the outstanding principal balance including any interest or other charges which are unpaid and have been capitalised to the Obligor's account. |
| Overpayment | means in respect of a Purchased Receivable, any additional amounts of principal received above the regular Receivable Scheduled Payments due in respect of such Purchased Receivable, paid by the relevant Obligor, which:<br>(a) is permitted by the Receivable Terms; and<br>(b) reduces the Outstanding Principal Balance of such Purchased Receivable. |
| Participation Unit | means the participation unit in the Trust issued pursuant to the Master Trust Deed and the Notice of Creation of Trust. |
| Participation Unitholder | such person who holds a Participation Unit from time to time. |
| Payment Date | has the meaning given to it in Section 2.2 ("Summary – Transaction"). |
| Payment Shortfall | means, on a Determination Date, the amount by which the Available Income is insufficient to meet the Required Payments for the immediately following Payment Date as calculated on that Determination Date. |
| Penalty Payment | means:<br>(a) any amount (including, without limitation, any civil or criminal penalty) for which the Issuer is liable under the National Credit Legislation and any legal costs and other expenses payable or incurred by the Issuer in relation to such liability;<br>(b) any amount which the Issuer agrees to pay to any person in settlement of any liability or alleged liability or application for an order under the National Credit Legislation;<br>(c) any legal costs or other costs and expenses payable or incurred by the Issuer in relation to that application or settlement; and |

(d) any other losses incurred by the Issuer as a result of any breach of the National Credit Legislation,

to the extent to which a person can be indemnified for that liability, money or amount under the National Credit Legislation and includes all amounts ordered by a court or other judicial body (including an approved external dispute resolution scheme) to be paid by the Issuer in connection with paragraphs (a) through (d).

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| Performing Purchased Receivable | means a Purchased Receivable that is not in Arrears by more than 90 days (calculated as of the last day of the immediately preceding Collection Period) in accordance with the Servicing Guidelines. |
| Permitted Beneficiaries | means any person (including entity, organisation, company or otherwise) or trust to whom either the Seller or the Issuer has assigned, disposed of, declared a trust over, created a security interest or other interest in (whether wholly or in part) rights, benefits or interests under or in relation to one or more Lenders Mortgage Insurance Policies, with or without the Mortgage Insurer's consent. |
| Permitted Encumbrance | means in respect of the Trust:<br>(a) the General Security Deed;<br>(b) any Encumbrance arising under or expressly permitted or contemplated by any other Transaction Document; and<br>(c) any Encumbrance which the Security Trustee consents to (at the direction of an Extraordinary Resolution of the Voting Secured Creditors). |
| Permitted Further Advance | has the meaning given to it in Section 4.7 ("Redraws and Further Advances"). |
| Potential Event of Default | means an event which, with the giving of notice or lapse of time, would be likely to become an Event of Default. |
| Prepayment Costs | means any break fees or other additional amounts payable by an Obligor in respect of a Purchased Receivable as a result of the Obligor prepaying any amount in respect of that Purchased Receivable. |
| Prescribed Period | means, in respect of a Purchased Receivable acquired on the Closing Date, the period of 120 days after the Closing Date. |
| Principal Adjustment | means, in respect of a Purchased Receivable acquired by the Issuer on the Closing Date, an amount equal to all principal collections received by the Seller during the period from (but excluding) the Acquisition Cut-Off Date specified in the Offer to Sell to (but excluding) the Closing Date. |
| Principal Collections | has the meaning given to it in Section 7.3 ("Principal Collections"). |
| Principal Draw | has the meaning given to it in Section 7.9 ("Principal Draw"). |
| Property | in respect of a Receivable, means the property the subject of a Related Security. |
| Pro-Rata Criteria | has the meaning set out in Section 7.6 ("Pro-Rata Criteria"). |
| Prudent Lender | means a reasonably prudent residential mortgage lender lending to borrowers in Australia who generally satisfy the lending criteria of traditional sources of residential mortgage capital. |

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| Prudent Servicer | means:<br>(a) for so long as the Servicer is ANZBGL or another member of the ANZBGL group, a "Prudent Lender" (as defined above); and<br>(b) if paragraph (a) does not apply, an appropriately qualified and reasonably prudent Servicer of receivables similar to those which constitute the Purchased Receivables of the relevant Trust. |
| Purchased Receivable | means, at any time, a Receivable which is then, or is then immediately to become, a Trust Asset. |
| Purchased Related Security | means, at any time, a Related Security which is then, or is then immediately to become, a Trust Asset. |
| Rating Notification | means, in relation to an event or circumstance, that the Manager has confirmed in writing to the Issuer that it has notified each Designated Rating Agency of the event or circumstance and that the Manager is satisfied that the event or circumstance is unlikely to result in an Adverse Rating Effect. |
| Reallocation | means reallocation of Trust Assets from one trust to a different trust with the same trustee in accordance with clause 15 ("Reallocation of assets") of the Master Trust Deed. |
| Receivable | means a Housing Loan which has been sold or is then to be sold pursuant to the Sale Deed and the Offer to Sell |
| Receivable Consolidation | has the meaning set out in Section 4.8 ("Receivable Splits and Consolidations"). |
| Receivable Scheduled Payments | means in respect of a Purchased Receivable, the amount which the applicable Receivable Terms require an Obligor to pay on a Receivable Scheduled Payment Date in respect of that Purchased Receivable. |
| Receivable Scheduled Payment Date | means, in relation to any Purchased Receivable, the day on which interest is scheduled to be capitalised to the balance of the Purchased Receivable in accordance with the Receivable Terms applicable to such Receivable. |
| Receivable Split | has the meaning set out in Section 4.8 ("Receivable Splits and Consolidations"). |
| Receivable Terms | means, in respect of a Receivable or Related Security, any agreement or other document that evidences the Obligor's payment or repayment obligations or any other terms and conditions of that Receivable or Related Security. |
| Receivables Pool | has the meaning set out in the Section entitled "Responsibility for information contained in this Information Memorandum" on page 3 of this Information Memorandum. |
| Receiver | includes a receiver or receiver and manager. |
| Recoveries | means amounts received from or on behalf of Obligors or under any Purchased Related Security in respect of Purchased Receivables that were previously the subject of a Loss. |

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| Redemption Amount | means, on any day in respect of a Note an amount equal to the aggregate of:<br>(a) the Invested Amount of that Note (or the Stated Amount of that Note, if approved by an Extraordinary Resolution of the Noteholders of that Class of Notes); and<br>(b) all accrued and unpaid interest in respect of that Note,<br>on that day. |
| Redraw | means, in respect of a Purchased Receivable, a re-advance by the Seller of some or all of the Overpayments that the relevant Obligor has paid on the Purchased Receivable. |
| Redraw Note | means a Note issued pursuant to Section 4.7 (“Redraws and Further Advances”) and the Note Deed Poll and which is designated as a “Redraw Note”. |
| Redraw Noteholder | means a Noteholder of a Redraw Note. |
| Redraw Shortfall | has the meaning set out in Section 4.7 (“Redraws and Further Advances”). |
| Registrar | means the Issuer such other person appointed by the Issuer to maintain the Note Register for the Trust. |
| Related Entity | has the meaning it has in the Corporations Act. |
| Related Security | means, in respect of a Receivable, any Encumbrance which is given or is to be given as security for that Receivable. |
| Relevant Party | means each party to a Transaction Document other than the Issuer and the Security Trustee. |
| Relevant Person | has the meaning set out in the Section entitled “Responsibility for information contained in this Information Memorandum” on page 4 of this Information Memorandum. |
| Remedy Period | has the meaning set out in Section 4.4 (“Remedy for misrepresentations”). |
| Replacement Liquidity Facility | means a liquidity facility provided to the Issuer by an entity which has the Required Liquidity Rating from each Designated Rating Agency on substantially the same terms as the Liquidity Facility Agreement or on such other terms as may be agreed with that entity provided that a Rating Notification has been provided. |
| Repurchase Cut-Off Date | means, in respect of a Receivable, the date specified as the “Cut-Off Date” in the Offer to Sell Back in respect of that Receivable. |
| Repurchase Accrual Adjustment | means, in relation to a Receivable sold or extinguished in favour of the Seller by the Issuer pursuant to an Offer to Sell Back, an amount equal to the following (without double-counting):<br>(a) accrued but uncapitalised interest in respect of the Collection Period ending on the relevant Repurchase Cut-Off Date; less<br>(b) accrued interest as at the relevant Repurchase Cut-Off Date in respect of any Deducted Amounts raised in the Collection Period ending on the relevant Repurchase Cut-Off Date; plus |

(c) accrued interest on the Receivable for the period from (and including) the relevant Repurchase Cut-Off Date to (but excluding) the Settlement Date; plus

(d) capitalised and unpaid interest and fees that have been capitalised to the Outstanding Principal Balance but not collected as at the relevant Repurchase Cut-Off Date; plus

(e) accrued interest on the amount referred to in paragraph (d) for the period from (and including) the relevant Repurchase Cut-Off Date to (but excluding) the Settlement Date; plus

(f) any capitalised fees for the period from (and not including) the relevant Repurchase Cut-Off Date to (but including) the Settlement Date; plus

(g) accrued interest on the amount referred to in paragraph (f) for the period from (and not including) the relevant Repurchase Cut-Off Date to (but including) the Settlement Date,

except to the extent that Offer to Sell Back provides that any such amounts are included in the Settlement Amount.

Repurchase Price

means, in relation to a Purchased Receivable:

(a) an amount equal to:

(i) the Outstanding Principal Balance of the Receivable; less

(ii) capitalised and unpaid interest and fees that have been capitalised to the Outstanding Principal Balance (but not collected) in respect of the Collection Period ending on the relevant Repurchase Cut-Off Date; less

(iii) if the purchaser of the Receivable is the Seller, an amount equal to the principal amount of any Deducted Amounts made in the Collection Period ending on the Repurchase Cut-Off Date; or

(b) such other amount which represents the then fair market price of that Receivable as agreed between the Issuer (acting on expert advice, if necessary) and the Manager, or failing agreement as determined by external auditors selected by the Manager (provided that if the price offered to the Issuer is at least equal to the Outstanding Principal Balance plus accrued interest in respect of the Receivable, the Issuer is entitled to assume that this price represents the fair market price of that Receivable).

Required Liquidity Rating

means a rating equal to or higher than:

(a) in the case of Moody's:

(i) a short term counterparty risk assessment of P-1(cr) or, if a short term counterparty risk assessment is not available for that financial institution, a short term credit rating of P-1; or

(ii) a long term counterparty risk assessment of at least A2(cr) or, if a long term counterparty risk assessment is not available for that financial institution, a long term rating of at least A2; and

(b) in the case of Fitch, a short term credit rating of at least F1 or a long term credit rating of at least A,

or, in each case, such other credit ratings or counterparty risk assessment by the relevant Designated Rating Agency as may be agreed by the Manager and the Liquidity Facility Provider from time to time (and notified in writing by the Manager to the Issuer) provided that the Manager has

delivered to the Issuer a Rating Notification in respect of such other credit ratings or counterparty risk assessment.

Required Payments — means, in respect of a Payment Date:

(a) if on the Determination Date immediately prior to that Payment Date the Stated Amount of the Class F Notes is less than the Invested Amount of the Class F Notes, the aggregate of the payments payable on that Payment Date in accordance with Section 7.12(a) ("Application of Total Available Income – Participation Unitholder) to Section 7.12(k) ("Application of Total Available Income – Class E Note Senior Interest");

(b) if on the Determination Date immediately prior to that Payment Date the Stated Amount of the Class E Notes is less than the Invested Amount of the Class E Notes, the aggregate of the payments payable on that Payment Date in accordance with Section 7.12(a) ("Application of Total Available Income – Participation Unitholder) to Section 7.12(j) ("Application of Total Available Income – Class D Note Senior Interest");

(c) if on the Determination Date immediately prior to that Payment Date the Stated Amount of the Class D Notes is less than the Invested Amount of the Class D Notes, the aggregate of the payments payable on that Payment Date in accordance with Section 7.12(a) ("Application of Total Available Income – Participation Unitholder) to clause 7.12(i) ("Application of Total Available Income – Class C Note Senior Interest");

(d) if on the Determination Date immediately prior to that Payment Date the Stated Amount of the Class C Notes is less than the Invested Amount of the Class C Notes, the aggregate of the payments payable on that Payment Date in accordance with Section 7.12(a) ("Application of Total Available Income – Participation Unitholder) to Section 7.12(h) ("Application of Total Available Income – Class B Note Senior Interest");

(e) if on the Determination Date immediately prior to that Payment Date the Stated Amount of the Class B Notes is less than the Invested Amount of the Class B Notes, the aggregate of the payments payable on that Payment Date in accordance with Section 7.12(a) ("Application of Total Available Income – Participation Unitholder) to Section 7.12(g) ("Application of Total Available Income – Class A2 Note Interest"); or

(f) if none of paragraphs (a) to (e) (inclusive) apply in relation to that Payment Date, the aggregate of the payments payable on that Payment Date in accordance with Section 7.12(a) ("Application of Total Available – Participation Unitholder") to Section 7.12(l) ("Application of Total Available Income – Class F Note Senior Interest").

Residual Unitholder — such person who holds a Residual Unit from time to time.

Residual Units — means the residual units in the Trust issued pursuant to the Master Trust Deed and the Notice of Creation of Trust.

Residual Class B Note Margin — means, in respect of a Class B Note and the calculation of interest on a Class B Note for an Interest Period:

(a) commencing prior to the Step-Down Margin Date, 0%; and

(b) commencing on or after the Step-Down Margin Date, the percentage rate per annum equal to:

(i) the Initial Class B Note Margin; less

(ii) the Step-Down Note Margin,

provided that if such calculation would result in a number less than zero, the Residual Class B Note Margin for that Class B Note and that Interest Period will be 0%.

Residual Class C Note Margin means, in respect of a Class C Note and the calculation of interest on a Class C Note for an Interest Period:

(a) commencing prior to the Step-Down Margin Date, 0%; and

(b) commencing on or after the Step-Down Margin Date, the percentage rate per annum equal to:

(i) the Initial Class C Note Margin; less

(ii) the Step-Down Note Margin,

provided that if such calculation would result in a number less than zero, the Residual Class C Note Margin for that Class C Note and that Interest Period will be 0%.

Residual Class D Note Margin means, in respect of a Class D Note and the calculation of interest on a Class D Note for an Interest Period:

(a) commencing prior to the Step-Down Margin Date, 0%; and

(b) commencing on or after the Step-Down Margin Date, the percentage rate per annum equal to:

(i) the Initial Class D Note Margin; less

(ii) the Step-Down Note Margin,

provided that if such calculation would result in a number less than zero, the Residual Class D Note Margin for that Class D Note and that Interest Period will be 0%.

Residual Class E Note Margin means, in respect of a Class E Note and the calculation of interest on a Class E Note for an Interest Period:

(a) commencing prior to the Step-Down Margin Date, 0%; and

(b) commencing on or after the Step-Down Margin Date, the percentage rate per annum equal to:

(i) the Initial Class E Note Margin; less

(ii) the Step-Down Note Margin,

provided that if such calculation would result in a number less than zero, the Residual Class E Note Margin for that Class E Note and that Interest Period will be 0%.

Residual Class F Note Margin means, in respect of a Class F Note and the calculation of interest on a Class F Note for an Interest Period:

(a) commencing prior to the Step-Down Margin Date, 0%; and

(b) commencing on or after the Step-Down Margin Date, the percentage rate per annum equal to:

(i) the Initial Class F Note Margin; less

(ii) the Step-Down Note Margin,

provided that if such calculation would result in a number less than zero, the Residual Class F Note Margin for that Class F Note and that Interest Period will be 0%.

| | |
|---|---|
| Residual Note Margin | means:<br>(a) in respect of a Class B Note, the Residual Class B Note Margin;<br>(b) in respect of a Class C Note, the Residual Class C Note Margin;<br>(c) in respect of a Class D Note, the Residual Class D Note Margin;<br>(d) in respect of a Class E Note, the Residual Class E Note Margin; and<br>(e) in respect of a Class F Note, the Residual Class F Note Margin. |
| Sale Deed | means the document entitled "ANZ RMBS Master Sale Deed" dated 2 November 2016 between the Issuer, the Manager and the Seller. |
| Secured Creditor | means:<br>(a) the Security Trustee (for its own account);<br>(b) the Issuer (for its own account);<br>(c) the Manager;<br>(d) the Custodian;<br>(e) each Noteholder;<br>(f) each Derivative Counterparty;<br>(g) the Liquidity Facility Provider;<br>(h) each Dealer;<br>(i) the Servicer; and<br>(j) the Seller. |
| Secured Money | means all amounts which:<br>at any time;<br>for any reason or circumstance in connection with the Transaction Documents (including any transaction in connection with them);<br>whether at law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation); and<br>whether or not of a type within the contemplation of the parties at the date of the General Security Deed:<br>(a) the Issuer is or many become actually or contingently liable to pay any Secured Creditor of the Trust; or<br>(b) any Secured Creditor of the Trust has advanced or paid on the Issuer's behalf or at the Issuer's express or implied request; or<br>(c) any Secured Creditor of the Trust is liable to pay by reason of any act or omission on the Issuer's part, or that any Secured Creditor of the Trust has paid or advanced in protecting or maintaining the Collateral or any security interest in the General Security Deed following an act or omission on the Issuer's part; or<br>(d) the Issuer would have been liable to pay any Secured Creditor of the Trust but the amount remains unpaid by reason of the Issuer being Insolvent. |

This definition applies:

(a) irrespective of the capacity in which the Issuer or the Secured Creditor of the Trust became entitled to, or liable in respect of, the amount concerned;

(b) whether the Issuer or the Secured Creditor of the Trust is liable as principal obligor, as surety, or otherwise;

(c) whether the Issuer is liable alone, or together with another person;

(d) even if the Issuer owes an amount or obligation to the Secured Creditor of the Trust because it was assigned to the Secured Creditor, whether or not:

(i) the assignment was before, at the same time as, or after the date of the General Security Deed; or

(ii) the Issuer consented to or was aware of the assignment; or

(iii) the assigned obligation was secured before the assignment;

(e) even if the General Security Deed was assigned to the Secured Creditor of the Trust, whether or not:

(i) the Issuer consented to or was aware of the assignment; or

(ii) any of the Secured Money was previously unsecured;

(f) whether or not the Issuer has a right of indemnity from the Trust Assets.

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| Security Trust | means the trust known as the "Kingfisher Trust 2019-1 Security Trust" established under the Security Trust Deed and the Notice of Creation of Security Trust. |
| Security Trust Deed | means the document entitled "ANZ RMBS Master Security Trust Deed" dated 2 November 2016 between the Issuer, the Security Trustee and the Manager. |
| Security Trust Fund | means:<br>(a) the amount held by the Security Trustee under the Master Security Trust Deed in respect of the Security Trust;<br>(b) any other property which the Security Trustee receives, has vested in it or otherwise acquires to hold in respect of the Security Trust, including the Encumbrance under the General Security Deed; and<br>(c) any property which represents the proceeds of sale of any such property or proceeds of enforcement of that General Security Deed. |
| Security Trustee | such person who is, from time to time, acting as Security Trustee pursuant to the Transaction Documents. The initial Security Trustee is specified in Section 2.1 ("Summary – Transaction Parties"). |
| Seller | means the person specified as such in Section 2.1 ("Summary – Transaction Parties"). |

Senior Obligations means:

(a) the obligations of the Issuer in respect of the Class A1 Notes and the Redraw Notes and any obligations of the Issuer ranking equally or senior to the Class A1 Notes and the Redraw Notes (as determined in accordance with the order of priority set out in Section 7.12 ("Application of Total Available Income")), at any time while the Class A1 Notes or the Redraw Notes are outstanding;

(b) the obligations of the Issuer in respect of the Class A2 Notes and any obligations of the Issuer ranking equally or senior to the Class A2 Notes (as determined in accordance with the order of priority set out in Section 7.12 ("Application of Total Available Income")), at any time while the Class A2 Notes are outstanding but no Class A1 Notes or Redraw Notes are outstanding;

(c) the Class B Note Senior Obligations and any obligations of the Issuer ranking equally or senior to the Class B Note Senior Obligations (as determined in accordance with the order of priority set out in Section 7.12 ("Application of Total Available Income")), at any time while the Class B Notes are outstanding but no Class A1 Notes, Redraw Notes or Class A2 Notes are outstanding;

(d) the Class C Note Senior Obligations and any obligations of the Issuer ranking equally or senior to the Class C Note Senior Obligations (as determined in accordance with the order of priority set out in Section 7.12 ("Application of Total Available Income")), at any time while the Class C Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes or Class B Notes are outstanding;

(e) the Class D Note Senior Obligations and any obligations of the Issuer ranking equally or senior to the Class D Note Senior Obligations (as determined in accordance with the order of priority set out in Section 7.12 ("Application of Total Available Income")), at any time while the Class D Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes or Class C Notes are outstanding;

(f) the Class E Note Senior Obligations and any obligations of the Issuer ranking equally or senior to the Class E Note Senior Obligations (as determined in accordance with the order of priority set out in Section 7.12 ("Application of Total Available Income")), at any time while the Class E Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes, Class C Notes or Class D Notes are outstanding;

(g) the Class F Note Senior Obligations and any obligations of the Issuer ranking equally or senior to the Class F Note Senior Obligations (as determined in accordance with the order of priority set out in Section 7.12 ("Application of Total Available Income")), at any time while the Class F Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are outstanding; and

(h) under the Transaction Documents generally, at any time while no Notes are outstanding.

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| Servicer | such person who is, from time to time, acting as Servicer pursuant to the Transaction Documents. The initial Servicer is ANZBGL. |
| Servicer Termination Event | has the meaning given to it in Section 10.4 ("Servicing Deed"). |
| Servicer Required Credit Rating | means in respect of:<br>(a) Moody's, a short term rating of P-1 or a counterparty risk assessment of P-1(cr) (as applicable);<br>(b) Fitch, a long term rating equal to or higher than BBB or a short term rating equal to or higher than F2,<br>or, in each case, such other ratings or counterparty risk assessment by the relevant Designated Rating Agency as may be notified by the Manager to the Issuer in writing from time to time, provided that the Manager has delivered a Rating Notification in respect of such other credit ratings or counterparty risk assessment. |
| Servicing Deed | means the document entitled "ANZ RMBS Master Servicing Deed" dated 2 November 2016 between the Issuer, the Manager and the Servicer. |
| Servicing Guidelines | means:<br>(a) for so long as the Servicer is ANZBGL or a Related Body Corporate (as defined in section 9 of the Corporations Act) of ANBGL, the origination, lending and underwriting, administration, arrears and enforcement policies and procedures which are applied from time to time by ANZBGL to housing loans and the related security for their repayment which are beneficially owned solely by ANZBGL; or<br>(b) if paragraph (a) does not apply, such servicing and collection policies and procedures (including enforcement) as would be applied by a reasonable and prudent originator of receivables of the same type as the relevant Purchased Receivables in the conduct of its servicing business (as determined by the Servicer acting reasonably),<br>(as such guidelines may be amended by the Servicer from time to time in accordance with the Servicing Deed). |
| Settlement Amount | means, in respect of the Offer to Sell or an Offer to Sell Back (as applicable), the amount specified as such in that Offer to Sell or that Offer to Sell Back (as the case may be). |
| Settlement Date | means, in respect of the Offer to Sell or an Offer to Sell Back, the date specified as such in that Offer to Sell or that Offer to Sell Back (as the case may be). |
| Special Quorum Resolution | means:<br>(a) an Extraordinary Resolution passed at a meeting at which the requisite quorum is present as set out in paragraph 4.1 ("Number for a quorum") of the Meetings Provisions; or<br>(b) a Circulating Resolution made in accordance with paragraph 9.1 ("Passing resolutions by Circulating Resolution") of the Meetings Provisions. |
| Stated Amount | means, at any time in respect of a Note, an amount equal to:<br>(a) the Invested Amount of that Note; less<br>(b) the amount of any Carryover Charge-Offs which have been allocated to that Note under Section 7.13 ("Allocation of Charge- |

Offs") on a previous Payment Date and which have not been reimbursed on or before that time under Section 7.14 ("Re-instatement of Carryover Charge-Offs"); less

(c) on a Payment Date only, any Charge-Offs which have been allocated to that Note under Section 7.13 ("Allocation of Charge-Offs") on that Payment Date.

Step-Down Margin Date — means the first Call Option Date.

Step-Down Note Margin — means 2.00% per annum.

Tax Account — means an account with an Eligible Bank established and maintained in the name of the Issuer and in accordance with the terms of the Master Trust Deed, which is to be opened by the Issuer when directed to do so by the Manager in writing.

Tax Amount — means, in respect of a Payment Date, the amount (if any) of Tax that the Manager reasonably determines will be payable in the future by the Issuer in respect of the Trust and which accrued during the immediately preceding Collection Period.

Tax Shortfall — means, in respect of a Payment Date, the amount (if any) determined by the Manager to be the shortfall between the aggregate Tax Amounts determined by the Manager in respect of previous Payment Dates and the amounts set aside and retained in the Tax Account on previous Payment Dates.

Taxes — means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the overall net income of the Issuer, the Security Trustee or any Secured Creditor and Taxes and Taxation shall be construed accordingly.

Threshold Rate — in respect of a Determination Date referred to in Section 4.6 ("Variable Rate Purchased Receivables and the Threshold Rate"), the percentage rate per annum calculated in accordance with the following formula:

$$TR = BBSW + WAM + (SE \times 12) + 0.25\%$$

where:

BBSW = the Bank Bill Rate as at the first day of the Interest Period in which that Determination Date occurs;

SE = the amount determined as A divided B and expressed as a percentage, where:

A = the aggregate of the payments payable on the immediately following Payment Date in accordance with Section 7.12(a) ("Application of Total Available Income – Participation Unitholder), Section 7.12(c) ("Application of Total Available Income – fees and expenses") and Section 7.12(d)(ii) ("Application of Total Available Income – Derivative Contracts and Liquidity Facility interest and fees) on that Payment Date; and

B = the aggregate Outstanding Principal Balance of all Purchased Receivables as at the first day of the Collection Period immediately preceding that Determination Date;

TR = the Threshold Rate; and

WAM = the Weighted Average Margin as at that Determination Date.

**Title Penalty Payment** means:

(a) any civil or criminal penalty incurred by the Issuer in relation to a breach of sections 56C or 117(2) of the Real Property Act 1900 (NSW) or sections 11A or 11B of the Land Title Act 1994 (Qld), the "Western Australian Registrar and Commissioner of Titles Joint Practice: Verification of Identity" issued jointly by the Western Australian Registrar of Titles and Commissioner of Titles, or any other similar Australian law or directive by a Government Agency relating to real property requiring the formal verification of a mortgagor's identity in respect of performing its duties or exercising its powers under, or in respect of, the Transaction Documents;

(b) any money ordered by a court, judicial, regulatory or administrative body or dispute resolution scheme to be paid by the Issuer in relation to any claim against the Issuer under sections 56C or 117(2) of the Real Property Act 1900 (NSW) or sections 11A or 11B of the Land Title Act 1994 (Qld); and

(c) a payment by the Issuer, with the consent of the Servicer (such consent not to be unreasonably withheld), in settlement of a liability or alleged liability under sections 56C or 117(2) of the Real Property Act 1900 (NSW) or sections 11A or 11B of the Land Title Act 1994 (Qld).

**Title Perfection Event** means the Seller becomes Insolvent.

**Total Available Income** has the meaning given to it in Section 7.11 ("Calculation of Total Available Income").

**Total Available Principal** has the meaning given to it in Section 7.4 ("Calculation of Total Available Principal").

**Transaction Documents** means (as applicable):

(a) each of the following to the extent they apply to the Trust:

(i) the Master Definitions Schedule;

(ii) the Security Trust Deed;

(iii) the Master Trust Deed;

(iv) the Sale Deed;

(v) the Servicing Deed;

(vi) the Management Deed; and

(vii) the LMI Management Deed;

(b) the Issue Supplement;

(c) the Notice of Creation of Trust;

(d) the Notice of Creation of Security Trust;

(e) the General Security Deed;

(f) the Note Deed Poll;

(g) the Conditions;

(h) any Derivative Contract for the Trust;

(i) the Liquidity Facility Agreement;

(j) the Dealer Agreement; and

(k) any other documents which the Issuer and the Manager agree is a Transaction Document in respect of the Trust from time to time.

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| Trigger Event | has the meaning given to it in Section 10.8 (“Master Lenders Mortgage Insurance Management Deed”) |
| Trust | means the Kingfisher Trust 2019-1. |
| Trust Assets | means all the Issuer’s rights, property and undertaking which are the subject of the Trust:<br>(a) of whatever kind and wherever situated; and<br>(b) whether present or future. |
| Trust Business | means the business of the Issuer in:<br>(a) originating or acquiring Purchased Receivables;<br>(b) administering, collecting and otherwise dealing with Purchased Receivables;<br>(c) issuing and redeeming Notes and Units of the Trust;<br>(d) entering into, and exercising rights or complying with obligations under, the Transaction Documents to which it is a party and the transactions in connection with them; and<br>(e) any other activities in connection with the Trust. |
| Trust Expenses | means all costs, charges and expenses incurred by the Issuer in connection with the Trust in accordance with the Transaction Documents and any other amounts for which the Issuer is entitled to be reimbursed or indemnified out of the Trust Assets (but excluding any amount of a type otherwise referred to in Section 7.12 (“Application of Total Available Income”) or Section 7.5 (“Application of Total Available Principal”)) and includes any costs, charges, expenses and other amounts (excluding fees and Enforcement Expenses) to be paid or reimbursed by the Issuer to the Manager and the Servicer in accordance with the Transaction Documents. |
| Unit | means the Participation Unit and each Residual Unit in the Trust. |
| Unitholder | means each Residual Unitholder and each Participation Unitholder. |

Voting Secured Creditors

means, at any time:

(a) for so long as any Class A1 Notes, or Redraw Notes remain outstanding:

(i) the Class A1 Noteholders and the Redraw Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class A1 Noteholders or the Redraw Noteholders (as determined in accordance with the order of priority set out in Section 7.15 ("Application of proceeds following an Event of Default");

(b) if no Class A1 Notes or Redraw Notes remain outstanding and for so long as any Class A2 Notes remain outstanding:

(i) the Class A2 Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class A2 Noteholders (as determined in accordance with the order of priority set out in Section 7.15 ("Application of proceeds following an Event of Default");

(c) if no Class A1 Notes, Redraw Notes and Class A2 Notes remain outstanding and for so long as any Class B Notes remain outstanding:

(i) the Class B Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class B Noteholders (as determined in accordance with the order of priority set out in Section 7.15 ("Application of proceeds following an Event of Default");

(d) if no Class A1 Notes, Redraw Notes, Class A2 Notes and Class B Notes remain outstanding and for so long as any Class C Notes remain outstanding:

(i) the Class C Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class C Noteholders (as determined in accordance with the order of priority set out in Section 7.15 ("Application of proceeds following an Event of Default");

(e) if no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes and Class C Notes remain outstanding and for so long as any Class D Notes remain outstanding:

(i) the Class D Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class D Noteholders (as determined in accordance with the order of priority set out in Section 7.15 ("Application of proceeds following an Event of Default");

(f) if no Class A1 Notes, Redraw Notes, Class A2 Note**s**, Class B Notes, Class C Notes and Class D Notes remain outstanding and for so long as any Class E Notes remain outstanding:

(i) the Class E Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class E Noteholders (as determined in accordance with the order of priority set out in Section 7.15 ("Application of proceeds following an Event of Default");

(g) if no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes remain

outstanding and for so long as any Class F Notes remain outstanding:

(i) the Class F Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class F Noteholders (as determined in accordance with the order of priority set out in Section 7.15 ("Application of proceeds following an Event of Default");

(h) if no Notes remain outstanding, the remaining Secured Creditors.

Weighted Average Margin

means, in respect of a Determination Date referred to in Section 4.6 ("Variable Rate Purchased Receivables and the Threshold Rate"), the amount (expressed as a percentage rate per annum) calculated as follows:

WAM =

[(CA1IA x CA1M) + (CA2IA + CA2M) + (RIA x RAM) + (CBIA x CBM) + (CCIA x CCM) + (CDIA x CDM) + (CEIA x CEM) + (CFIA x CFM)] / TIA

where:

CA1IA = Invested Amount of the Class A1 Notes as at that Determination Date;

CA1M = the Class A1 Note Margin as at that Determination Date;

CA2IA= the Aggregate Invested Amount of the Class A2 Notes as at that Determination Date;

CA2M = the Class A2 Note Margin as at that Determination Date;

CBIA = the Aggregate Invested Amount of the Class B Notes as at that Determination Date;

CBM = the Initial Class B Note Margin;

CCIA = the Aggregate Invested Amount of the Class C Notes as at that Determination Date;

CCM = the Initial Class C Note Margin;

CDIA = the Aggregate Invested Amount of the Class D Notes as at that Determination Date;

CDM = the Initial Class D Note Margin;

CEIA = the Aggregate Invested Amount of the Class E Notes as at that Determination Date;

CEM = the Initial Class E Note Margin;

CFIA = the Aggregate Invested Amount of the Class F Notes as at that Determination Date;

CFM = the Initial Class F Note Margin;

RAM = the weighted average Note Margin in respect of the Redraw Notes;

RIA = the Aggregate Invested Amount of the Redraw Notes as at that Determination Date;

TIA = the sum of CA1IA, CA2IA, RIA, CBIA, CCIA, CDIA, CEIA and CFIA; and

WAM = the Weighted Average Margin.

For purposes of calculating WAM using the above formula (and for no other purpose), if the Aggregate Stated Amount of a Class of Notes on the relevant Determination Date is zero, then the Aggregate Invested Amount of that same Class of Notes shall be deemed to be zero in respect of that Determination Date.

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| Wilful Default | means, in respect of the Issuer or the Security Trustee, any intentional failure to comply with or intentional breach by the Issuer or the Security Trustee (as applicable) of any of its obligations under the Master Trust Deed or any other Transaction Document, other than a failure or breach:<br>(a) which arose as a result of a breach by a person other than the Issuer or the Security Trustee (as applicable) or (in the case of the Issuer only) any other person contemplated by clause 18.3(d) ("Limitation of Trustee's liability") of the Master Trust Deed of any of its obligations under the Master Trust Deed or any other Transaction Document:<br>(b) which is in accordance with a lawful court order or direction or required by law; or<br>(c) which is in accordance with a proper instruction or direction given by the Manager of the Trust or is in accordance with an instruction or direction given to it by any person (including any Secured Creditor) in circumstances where that person is entitled to do so by any Transaction Document of the Trust or at law. |

## 14 Pool Summary

The information in the following tables sets forth in summary format various details relating to the pool of Receivables provided on the basis of the information as at 31 May 2019. All amounts have been rounded to the nearest Australian dollar.

**Pool Summary**

| | | |
|---|---|---|
| Collection Period End Date | | 31 May 2019 |
| Current Aggregate Principal Balance (AUD) | $ | 1,499,999,992 |
| Total Property Value | $ | 3,377,598,504 |
| Number of (Eligible) Security Properties | | 5,992 |
| Number of (Eligible) Debtors | | 8,817 |
| Number of Loans (Unconsolidated) | | 7,138 |
| Number of Loans (Consolidated) | | 5,484 |
| Average Loan Size (Consolidated) | $ | 273,523 |
| Maximum Loan Balance (Consolidated) | $ | 1,705,000 |
| Weighted Average Consolidated Current Loan to Value Ratio (LVR) | | 55.50% |
| Weighted Average Consolidated Current Indexed Loan to Value Ratio (LVR) | | 52.11% |
| Maximum Consolidated Current Loan To Value Ratio (LVR) | | 92.36% |
| Weighted Average Interest Rate | | 4.44% |
| Weighted Average Seasoning (Months) | | 55.83 |
| Weighted Average Remaining Term (Months) | | 292.00 |
| Maximum Current Remaining Term (Months) | | 347.00 |

*Note: Values reflected in the individual line items on some of the stratification tables may not always sum to the totals noted in those stratification tables due to rounding of values at the individual line item levels.*

**Mortgage Pool by Consolidated Current Loan to Value Ratio (LVR)**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| up to and including 40.00% | 2,088 | 38.07% | $ 300,542,168 | 20.04% |
| > 40.00% up to and including 45.00% | 412 | 7.51% | $ 104,836,348 | 6.99% |
| > 45.00% up to and including 50.00% | 363 | 6.62% | $ 103,506,102 | 6.90% |
| > 50.00% up to and including 55.00% | 531 | 9.68% | $ 170,100,743 | 11.34% |
| > 55.00% up to and including 60.00% | 503 | 9.17% | $ 167,360,909 | 11.16% |
| > 60.00% up to and including 65.00% | 367 | 6.69% | $ 136,603,605 | 9.11% |
| > 65.00% up to and including 70.00% | 399 | 7.28% | $ 164,990,390 | 11.00% |
| > 70.00% up to and including 75.00% | 381 | 6.95% | $ 157,223,206 | 10.48% |
| > 75.00% up to and including 80.00% | 266 | 4.85% | $ 124,983,060 | 8.33% |
| > 80.00% up to and including 85.00% | 97 | 1.77% | $ 39,587,914 | 2.64% |
| > 85.00% up to and including 90.00% | 55 | 1.00% | $ 23,041,786 | 1.54% |
| > 90.00% up to and including 95.00% | 22 | 0.40% | $ 7,223,760 | 0.48% |
| > 95.00% up to and including 100.00% | 0 | 0.00% | $ - | 0.00% |
| > 100.00% | 0 | 0.00% | $ - | 0.00% |
| **Total** | **5,484** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Consolidated Current Indexed Loan to Value Ratio (LVR)***

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| up to and including 40.00% | 2,547 | 46.44% | $ 408,937,883 | 27.26% |
| > 40.00% up to and including 45.00% | 419 | 7.64% | $ 121,254,151 | 8.08% |
| > 45.00% up to and including 50.00% | 414 | 7.55% | $ 130,171,491 | 8.68% |
| > 50.00% up to and including 55.00% | 404 | 7.37% | $ 144,884,425 | 9.66% |
| > 55.00% up to and including 60.00% | 390 | 7.11% | $ 138,232,528 | 9.22% |
| > 60.00% up to and including 65.00% | 308 | 5.62% | $ 115,339,359 | 7.69% |
| > 65.00% up to and including 70.00% | 341 | 6.22% | $ 146,250,911 | 9.75% |
| > 70.00% up to and including 75.00% | 292 | 5.32% | $ 128,943,487 | 8.60% |
| > 75.00% up to and including 80.00% | 175 | 3.19% | $ 79,564,019 | 5.30% |
| > 80.00% up to and including 85.00% | 135 | 2.46% | $ 59,736,258 | 3.98% |
| > 85.00% up to and including 90.00% | 59 | 1.08% | $ 26,685,480 | 1.78% |
| > 90.00% up to and including 95.00% | 0 | 0.00% | $ - | 0.00% |
| > 95.00% up to and including 100.00% | 0 | 0.00% | $ - | 0.00% |
| > 100.00% | 0 | 0.00% | $ - | 0.00% |
| **Total** | **5,484** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

** Unless otherwise stated, LVRs reported in the table above will be based on quarterly data provided by RP Data using the hedonic index values as at the latest Property Index available to the Trust Manager on each Determination Date falling in March, June, September and December.*

**Mortgage Pool by Consolidated Loan Balance**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| up to and including $100,000 | 1,046 | 19.07% | $ 52,741,180 | 3.52% |
| > $100,000 up to and including $200,000 | 1,236 | 22.54% | $ 188,036,963 | 12.54% |
| > $200,000 up to and including $300,000 | 1,201 | 21.90% | $ 299,524,444 | 19.97% |
| > $300,000 up to and including $400,000 | 882 | 16.08% | $ 305,520,184 | 20.37% |
| > $400,000 up to and including $500,000 | 481 | 8.77% | $ 215,902,069 | 14.39% |
| > $500,000 up to and including $600,000 | 269 | 4.91% | $ 146,482,608 | 9.77% |
| > $600,000 up to and including $700,000 | 147 | 2.68% | $ 95,394,677 | 6.36% |
| > $700,000 up to and including $800,000 | 93 | 1.70% | $ 69,046,501 | 4.60% |
| > $800,000 up to and including $900,000 | 51 | 0.93% | $ 42,971,302 | 2.86% |
| > $900,000 up to and including $1.00m | 39 | 0.71% | $ 37,158,028 | 2.48% |
| > $1.00m up to and including $1.25m | 27 | 0.49% | $ 30,117,181 | 2.01% |
| > $1.25m up to and including $1.50m | 7 | 0.13% | $ 9,208,827 | 0.61% |
| > $1.50m up to and including $1.75m | 5 | 0.09% | $ 7,896,029 | 0.53% |
| > $1.75m up to and including $2.00m | 0 | 0.00% | $ - | 0.00% |
| > $2.00m | 0 | 0.00% | $ - | 0.00% |
| **Total** | **5,484** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Geographic Distribution**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| NSW / ACT | 2,144 | 30.04% | $ 520,086,132 | 34.67% |
| VIC | 2,128 | 29.81% | $ 465,237,311 | 31.02% |
| TAS | 179 | 2.51% | $ 26,633,377 | 1.78% |
| QLD | 1,261 | 17.67% | $ 227,629,522 | 15.18% |
| SA | 523 | 7.33% | $ 81,759,893 | 5.45% |
| WA | 858 | 12.02% | $ 169,574,139 | 11.30% |
| NT | 45 | 0.63% | $ 9,079,618 | 0.61% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Region**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| Metro | 5,239 | 73.40% | $ 1,198,060,809 | 79.87% |
| Non Metro | 1,899 | 26.60% | $ 301,939,183 | 20.13% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by State and Region**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| NSW / ACT - Metro | 1,564 | 21.91% | $ 422,881,997 | 28.19% |
| NSW / ACT - Non Metro | 580 | 8.13% | $ 97,204,136 | 6.48% |
| VIC - Metro | 1,698 | 23.79% | $ 400,352,630 | 26.69% |
| VIC - Non Metro | 430 | 6.02% | $ 64,884,681 | 4.33% |
| TAS - Metro | 103 | 1.44% | $ 15,998,658 | 1.07% |
| TAS - Non Metro | 76 | 1.06% | $ 10,634,719 | 0.71% |
| QLD - Metro | 718 | 10.06% | $ 137,470,718 | 9.16% |
| QLD - Non Metro | 543 | 7.61% | $ 90,158,804 | 6.01% |
| SA - Metro | 372 | 5.21% | $ 62,378,912 | 4.16% |
| SA - Non Metro | 151 | 2.12% | $ 19,380,981 | 1.29% |
| WA - Metro | 756 | 10.59% | $ 153,470,267 | 10.23% |
| WA - Non Metro | 102 | 1.43% | $ 16,103,873 | 1.07% |
| NT - Metro | 28 | 0.39% | $ 5,507,628 | 0.37% |
| NT - Non Metro | 17 | 0.24% | $ 3,571,990 | 0.24% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Top 20 Postcodes***

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| 3977 (Frankston, VIC) | 54 | 0.76% | $ 12,780,440 | 0.85% |
| 2155 (Seven Hills, NSW) | 34 | 0.48% | $ 11,929,898 | 0.80% |
| 3029 (Melb North West, VIC) | 44 | 0.62% | $ 9,640,538 | 0.64% |
| 2099 (Frenchs Forest, NSW) | 25 | 0.35% | $ 8,389,506 | 0.56% |
| 3030 (Melb North West, VIC) | 39 | 0.55% | $ 8,114,370 | 0.54% |
| 6164 (Brand, WA) | 43 | 0.60% | $ 8,006,096 | 0.53% |
| 2170 (Campbelltown, NSW) | 33 | 0.46% | $ 7,349,314 | 0.49% |
| 3150 (Mulgrave, VIC) | 23 | 0.32% | $ 7,159,192 | 0.48% |
| 3805 (Dandenong, VIC) | 23 | 0.32% | $ 6,410,225 | 0.43% |
| 3064 (Melb North West, VIC) | 36 | 0.50% | $ 6,405,565 | 0.43% |
| 2747 (Nepean, NSW) | 27 | 0.38% | $ 6,294,185 | 0.42% |
| 2567 (Campbelltown, NSW) | 23 | 0.32% | $ 6,256,122 | 0.42% |
| 2145 (Seven Hills, NSW) | 28 | 0.39% | $ 6,092,836 | 0.41% |
| 2560 (Campbelltown, NSW) | 31 | 0.43% | $ 6,085,031 | 0.41% |
| 3754 (Melb North West, VIC) | 28 | 0.39% | $ 6,017,321 | 0.40% |
| 2763 (Seven Hills, NSW) | 23 | 0.32% | $ 6,006,051 | 0.40% |
| 2153 (Seven Hills, NSW) | 19 | 0.27% | $ 5,870,995 | 0.39% |
| 2100 (Frenchs Forest, NSW) | 14 | 0.20% | $ 5,707,915 | 0.38% |
| 4053 (Northgate, QLD) | 26 | 0.36% | $ 5,508,957 | 0.37% |
| 2065 (St Leonards, NSW) | 15 | 0.21% | $ 5,441,946 | 0.36% |
| **Total** | **588** | **8.24%** | **$ 145,466,502** | **9.70%** |

**It is possible for certain postcodes to correspond to multiple suburbs. The name assigned to a certain postcode will be based on the "Barcode Sort Plan Area Name" assigned under the Australia Post Barcode Sort Plan.*

**Mortgage Pool by Occupancy Status**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| Owner Occupied (Full Recourse) | 5,876 | 82.32% | $ 1,230,867,812 | 82.06% |
| Residential Investment (Full Recourse) | 1,262 | 17.68% | $ 269,132,180 | 17.94% |
| Residential Investment (Limited Recourse) | 0 | 0.00% | $ - | 0.00% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Documentation Type**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| Full Doc Loans | 7,138 | 100.00% | $ 1,499,999,992 | 100.00% |
| Low Doc Loans | 0 | 0.00% | $ - | 0.00% |
| No Doc Loans | 0 | 0.00% | $ - | 0.00% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Payment Type**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| P&I | 6,435 | 90.15% | $ 1,308,059,864 | 87.20% |
| Interest Only | 703 | 9.85% | $ 191,940,128 | 12.80% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Remaining Interest Only Period**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| Amortising Loans | 6,435 | 90.15% | $ 1,308,059,864 | 87.20% |
| Interest Only Loans : > 0 up to and including 1 years | 224 | 3.14% | $ 59,911,749 | 3.99% |
| Interest Only Loans : > 1 up to and including 2 years | 350 | 4.90% | $ 98,810,285 | 6.59% |
| Interest Only Loans : > 2 up to and including 3 years | 80 | 1.12% | $ 20,581,942 | 1.37% |
| Interest Only Loans : > 3 up to and including 4 years | 27 | 0.38% | $ 6,498,148 | 0.43% |
| Interest Only Loans : > 4 up to and including 5 years | 22 | 0.31% | $ 6,138,004 | 0.41% |
| Interest Only Loans : > 5 up to and including 6 years | 0 | 0.00% | $ - | 0.00% |
| Interest Only Loans : > 6 up to and including 7 years | 0 | 0.00% | $ - | 0.00% |
| Interest Only Loans : > 7 up to and including 8 years | 0 | 0.00% | $ - | 0.00% |
| Interest Only Loans : > 8 up to and including 9 years | 0 | 0.00% | $ - | 0.00% |
| Interest Only Loans : > 9 up to and including 10 years | 0 | 0.00% | $ - | 0.00% |
| Interest Only Loans : > 10 years | 0 | 0.00% | $ - | 0.00% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Mortgage Loan Interest Rate**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| up to and including 3.00% | 0 | 0.00% | $ - | 0.00% |
| > 3.00% up to and including 3.25% | 0 | 0.00% | $ - | 0.00% |
| > 3.25% up to and including 3.50% | 0 | 0.00% | $ - | 0.00% |
| > 3.50% up to and including 3.75% | 80 | 1.12% | $ 21,083,629 | 1.41% |
| > 3.75% up to and including 4.00% | 839 | 11.75% | $ 234,851,400 | 15.66% |
| > 4.00% up to and including 4.25% | 1,512 | 21.18% | $ 352,207,855 | 23.48% |
| > 4.25% up to and including 4.50% | 793 | 11.11% | $ 187,954,678 | 12.53% |
| > 4.50% up to and including 4.75% | 2,554 | 35.78% | $ 433,729,562 | 28.92% |
| > 4.75% up to and including 5.00% | 639 | 8.95% | $ 142,051,591 | 9.47% |
| > 5.00% up to and including 5.25% | 327 | 4.58% | $ 71,328,813 | 4.76% |
| > 5.25% up to and including 5.50% | 277 | 3.88% | $ 32,518,187 | 2.17% |
| > 5.50% up to and including 5.75% | 79 | 1.11% | $ 19,474,245 | 1.30% |
| > 5.75% up to and including 6.00% | 38 | 0.53% | $ 4,800,031 | 0.32% |
| > 6.00% up to and including 6.25% | 0 | 0.00% | $ - | 0.00% |
| > 6.25% up to and including 6.50% | 0 | 0.00% | $ - | 0.00% |
| > 6.50% up to and including 6.75% | 0 | 0.00% | $ - | 0.00% |
| > 6.75% up to and including 7.00% | 0 | 0.00% | $ - | 0.00% |
| > 7.00% up to and including 7.25% | 0 | 0.00% | $ - | 0.00% |
| > 7.25% up to and including 7.50% | 0 | 0.00% | $ - | 0.00% |
| > 7.50% up to and including 7.75% | 0 | 0.00% | $ - | 0.00% |
| > 7.75% up to and including 8.00% | 0 | 0.00% | $ - | 0.00% |
| > 8.00% up to and including 8.25% | 0 | 0.00% | $ - | 0.00% |
| > 8.25% up to and including 8.50% | 0 | 0.00% | $ - | 0.00% |
| > 8.50% | 0 | 0.00% | $ - | 0.00% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Interest Option**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| <= 1 Year Fixed | 289 | 4.05% | $ 79,249,233 | 5.28% |
| <= 2 Year Fixed | 285 | 3.99% | $ 77,904,909 | 5.19% |
| <= 3 Year Fixed | 25 | 0.35% | $ 5,834,511 | 0.39% |
| <= 4 Year Fixed | 1 | 0.01% | $ 325,777 | 0.02% |
| <= 5 Year Fixed | 1 | 0.01% | $ 655,847 | 0.04% |
| > 5 Year Fixed | 0 | 0.00% | $ - | 0.00% |
| Total Fixed Rate | 601 | 8.42% | $ 163,970,276 | 10.93% |
| Total Variable Rate | 6,537 | 91.58% | $ 1,336,029,716 | 89.07% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Loan Purpose**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| Alterations to existing dwelling | 209 | 2.93% | $ 27,429,411 | 1.83% |
| Business / Commercial / Investment | 0 | 0.00% | $ - | 0.00% |
| Construction of a dwelling (construction completed) | 248 | 3.47% | $ 57,029,944 | 3.80% |
| Purchase of established dwelling | 1,982 | 27.77% | $ 439,314,816 | 29.29% |
| Purchase of new erected dwelling | 268 | 3.75% | $ 59,261,921 | 3.95% |
| Refinancing existing debt from another lender | 1,459 | 20.44% | $ 331,196,960 | 22.08% |
| Refinancing existing debt with ANZ | 1,761 | 24.67% | $ 358,741,007 | 23.92% |
| Other | 1,211 | 16.97% | $ 227,025,933 | 15.14% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Loan Seasoning**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| up to and including 3 months | 0 | 0.00% | $ - | 0.00% |
| > 3 up to and including 6 months | 0 | 0.00% | $ - | 0.00% |
| > 6 up to and including 9 months | 0 | 0.00% | $ - | 0.00% |
| > 9 up to and including 12 months | 0 | 0.00% | $ - | 0.00% |
| > 12 up to and including 15 months | 7 | 0.10% | $ 1,978,358 | 0.13% |
| > 15 up to and including 18 months | 39 | 0.55% | $ 9,888,554 | 0.66% |
| > 18 up to and including 21 months | 59 | 0.83% | $ 13,853,820 | 0.92% |
| > 21 up to and including 24 months | 55 | 0.77% | $ 12,985,820 | 0.87% |
| > 24 up to and including 27 months | 48 | 0.67% | $ 11,510,300 | 0.77% |
| > 27 up to and including 30 months | 60 | 0.84% | $ 15,287,577 | 1.02% |
| > 30 up to and including 33 months | 78 | 1.09% | $ 20,024,618 | 1.33% |
| > 33 up to and including 36 months | 556 | 7.79% | $ 130,664,884 | 8.71% |
| > 36 up to and including 48 months | 2,296 | 32.17% | $ 530,332,307 | 35.36% |
| > 48 up to and including 60 months | 1,386 | 19.42% | $ 296,572,023 | 19.77% |
| > 60 up to and including 72 months | 857 | 12.01% | $ 164,788,213 | 10.99% |
| > 72 up to and including 84 months | 655 | 9.18% | $ 117,068,723 | 7.80% |
| > 84 up to and including 96 months | 492 | 6.89% | $ 81,811,716 | 5.45% |
| > 96 up to and including 108 months | 238 | 3.33% | $ 41,616,265 | 2.77% |
| > 108 up to and including 120 months | 130 | 1.82% | $ 21,895,589 | 1.46% |
| > 120 months | 182 | 2.55% | $ 29,721,225 | 1.98% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Remaining Tenor**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| up to and including 1 year | 0 | 0.00% | $ - | 0.00% |
| > 1 up to and including 2 years | 11 | 0.15% | $ 118,885 | 0.01% |
| > 2 up to and including 3 years | 25 | 0.35% | $ 391,568 | 0.03% |
| > 3 up to and including 4 years | 32 | 0.45% | $ 634,834 | 0.04% |
| > 4 up to and including 5 years | 27 | 0.38% | $ 932,104 | 0.06% |
| > 5 up to and including 6 years | 38 | 0.53% | $ 1,237,602 | 0.08% |
| > 6 up to and including 7 years | 32 | 0.45% | $ 2,067,699 | 0.14% |
| > 7 up to and including 8 years | 38 | 0.53% | $ 1,795,436 | 0.12% |
| > 8 up to and including 9 years | 32 | 0.45% | $ 1,286,668 | 0.09% |
| > 9 up to and including 10 years | 29 | 0.41% | $ 2,481,850 | 0.17% |
| > 10 up to and including 15 years | 218 | 3.05% | $ 25,768,974 | 1.72% |
| > 15 up to and including 20 years | 566 | 7.93% | $ 96,258,911 | 6.42% |
| > 20 up to and including 25 years | 2,527 | 35.40% | $ 515,303,484 | 34.35% |
| > 25 up to and including 30 years | 3,563 | 49.92% | $ 851,721,977 | 56.78% |
| > 30 years | 0 | 0.00% | $ - | 0.00% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Delinquencies**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| Current (0 days) | 7,072 | 99.08% | $ 1,480,169,222 | 98.68% |
| > 0 days up to and including 30 days | 66 | 0.92% | $ 19,830,770 | 1.32% |
| > 30 days up to and including 60 days | 0 | 0.00% | $ - | 0.00% |
| > 60 days up to and including 90 days | 0 | 0.00% | $ - | 0.00% |
| > 90 days up to and including 120 days | 0 | 0.00% | $ - | 0.00% |
| > 120 days up to and including 150 days | 0 | 0.00% | $ - | 0.00% |
| > 150 days up to and including 180 days | 0 | 0.00% | $ - | 0.00% |
| > 180 days | 0 | 0.00% | $ - | 0.00% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

*Delinquency statistics have been prepared in accordance with APRA's view of sound practice for the reporting of delinquent loans, including the treatment of loans with hardship as described in APRA Prudential Practice Guide APG 223 (dated February 2017). Reported delinquencies include accounts that are in the serviceability hold out period (i.e. loans in hardship which have commenced making their required monthly payments continue to be reported as delinquent until the customer has maintained full repayments for a period of at least 6 months).*

**Mortgage Pool by Payment Frequency**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| Weekly | 1,667 | 23.35% | $ 313,942,179 | 20.93% |
| Fortnightly | 2,170 | 30.40% | $ 376,428,312 | 25.10% |
| Monthly | 3,301 | 46.25% | $ 809,629,501 | 53.98% |
| Other | 0 | 0.00% | $ - | 0.00% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

**Mortgage Pool by Mortgage Insurance**

| | Number of Loans | (%) Number of Loans | Balance Outstanding | (%) Balance Outstanding |
|---|---|---|---|---|
| ANZ Lenders Mortgage Insurance | 811 | 11.36% | $ 177,866,433 | 11.86% |
| QBE Lenders Mortgage Insurance | 0 | 0.00% | $ - | 0.00% |
| Genworth Mortgage Insurance Company Pty Ltd | 0 | 0.00% | $ - | 0.00% |
| Other | 0 | 0.00% | $ - | 0.00% |
| No Lenders Mortgage Insurance | 6,327 | 88.64% | $ 1,322,133,558 | 88.14% |
| **Total** | **7,138** | **100.00%** | **$ 1,499,999,992** | **100.00%** |

# DIRECTORY

**ISSUER**

**Perpetual Corporate Trust Limited**
Level 18, Angel Place, 123 Pitt Street
SYDNEY NSW 2000

**MANAGER**

**ANZ Capel Court Limited**
Level 5, 242 Pitt Street
SYDNEY NSW 2000

**SERVICER, CUSTODIAN, SELLER, INITIAL LIQUIDITY FACILITY PROVIDER AND INITIAL DERIVATIVE COUNTERPARTY**

**Australia and New Zealand Banking Group Limited**
Level 9, 833 Collins Street
DOCKLANDS VIC 3008

**SECURITY TRUSTEE**

**P.T. Limited**
Level 18, Angel Place, 123 Pitt Street
SYDNEY NSW 2000

**ARRANGER, LEAD MANAGER and DEALER**

**Australia and New Zealand Banking Group Limited**
ANZ Tower, 242 Pitt Street
SYDNEY NSW 2000

**LEGAL ADVISERS TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**

**King & Woods Mallesons**
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