FOR ELECTRONIC DISTRIBUTION OF THE SUPPLEMENTAL INFORMATION MEMORANDUM

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IMPORTANT NOTICE

THIS SUPPLEMENTAL INFORMATION MEMORANDUM IS AVAILABLE ONLY TO INVESTORS WHO ARE NON-U.S. PERSONS OR ANY PERSON WHO IS NOT ACTING FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OUTSIDE OF THE U.S. IN ACCORDANCE WITH REGULATION S.

IMPORTANT: You must read the following before continuing. The following applies to the Supplemental Information Memorandum ("**Supplemental Information Memorandum**"), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Supplemental Information Memorandum. In accessing the Supplemental Information Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access and consent to the electronic transmission of this Supplemental Information Memorandum. The Supplemental Information Memorandum has been prepared solely in connection with the proposed offering to certain institutional and professional investors of the securities described herein. In particular, the Supplemental Information Memorandum refers to certain events as having occurred that have not occurred at the date it is made available but that are expected to occur prior to publication of the Supplemental Information Memorandum to be published in due course. Investors should not subscribe for or purchase securities except on the basis of information in the Supplemental Information Memorandum. Copies of the Supplemental Information Memorandum will, following publication, be published and made available to the public in accordance with the applicable rules.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SECURITIES DESCRIBED IN THE SUPPLEMENTAL INFORMATION MEMORANDUM IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. IN ORDER TO BE ELIGIBLE TO ACCESS THE SUPPLEMENTAL INFORMATION MEMORANDUM OR MAKE AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES DESCRIBED THEREIN, YOU AND ANY ENTITY THAT YOU REPRESENT EITHER MUST BE OUTSIDE THE UNITED STATES AND NOT BE A "U.S. PERSON" WITHIN THE MEANING OF (A) REGULATION S OF THE SECURITIES ACT OR (B) THE RISK RETENTION REGULATIONS IMPLEMENTED BY THE SEC PURSUANT TO SECTION 15G OF THE EXCHANGE ACT (THE "**U.S. RISK RETENTION RULES**")).

THIS ELECTRONIC TRANSMISSION MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY PERSON OTHER THAN THE INTENDED RECIPIENTS OF THIS ELECTRONIC TRANSMISSION AND ANY PERSON RETAINED TO ADVISE THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION WITH RESPECT TO THE OFFERING CONTEMPLATED IN THE SUPPLEMENTAL INFORMATION MEMORANDUM AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY PERSON IN THE UNITED STATES OR TO ANY U.S. PERSON. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE SUPPLEMENTAL INFORMATION MEMORANDUM IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. EXCEPT AS EXPRESSLY AUTHORISED HEREIN, THE INFORMATION CONTAINED IN THIS ELECTRONIC TRANSMISSION IS CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE ENTITY OR INDIVIDUAL TO WHOM IT IS ADDRESSED.

THIS ELECTRONIC TRANSMISSION IS ONLY BEING DISTRIBUTED TO AND IS DIRECTED ONLY AT PERSONS (A) WHO ARE OUTSIDE OF THE UNITED KINGDOM OR (B) WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE INVESTMENT PROFESSIONALS WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "**FPO**") OR (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS ETC") OF THE FPO OR (C) ARE PERSONS TO WHOM THIS ELECTRONIC TRANSMISSION MAY OTHERWISE LAWFULLY BE COMMUNICATED OR CAUSED TO BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). THE INFORMATION IN THIS ELECTRONIC TRANSMISSION MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THE INFORMATION IN THIS ELECTRONIC TRANSMISSION RELATES, INCLUDING

THE NOTES, IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

Confirmation of your Representation: In order to be eligible to view the Supplemental Information Memorandum or make an investment decision with respect to the Notes, investors must be non-U.S. persons (within the meaning of Regulation S under the Securities Act). The Supplemental Information Memorandum is being sent at your request and by accepting the e-mail and accessing the Supplemental Information Memorandum, you shall be deemed to have represented to us that (1) you and any customers you represent are not a U.S. person and that the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the U.S. and (2) that you consent to delivery of the Supplemental Information Memorandum by electronic transmission.

You are reminded that the Supplemental Information Memorandum has been delivered to you on the basis that you are a person into whose possession the Supplemental Information Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Supplemental Information Memorandum to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the managers or any affiliate of the managers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the managers or such affiliate on behalf of the Trustee in such jurisdiction.

The Supplemental Information Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of National Australia Bank Limited (ABN 12 004 044 937) ("**Lead Manager**") nor any person who controls the Lead Manager nor any director, officer, employee nor agent or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Supplemental Information Memorandum distributed to you in electronic format herewith and the hard copy version available to you on request from National Australia Bank Limited.

You are responsible for protecting against viruses and other destructive items. Your use of this electronic transmission is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

TORRENS Series 2019-1 Trust

Supplemental Information Memorandum

Mortgage Backed Pass-Through Securities

$193,740,000
CLASS A-R NOTES

Rating
"AAA(sf)" by S&P Global Ratings Australia Pty Ltd ABN 62 007 324 852
"AAAsf" by Fitch Australia Pty Ltd ABN 93 081 339 184

Arranger and Lead Manager
National Australia Bank Limited
ABN 12 004 044 937

Sponsor
Bendigo and Adelaide Bank Limited
ABN 11 068 049 178

11 June 2024

No Guarantee by Bendigo and Adelaide Bank Limited or National Australia Bank Limited

The Class A-R Notes (**Notes**) do not represent deposits or other liabilities of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 (**BEN**) or any other Related Body Corporate of BEN or National Australia Bank Limited ABN 12 004 044 937. None of BEN, AB Management Pty Ltd ABN 75 070 500 855 (the **Manager**), National Australia Bank Limited or any of its Related Bodies Corporate guarantees the payment or repayment or the return of any principal invested in, or any particular rate of return on the Notes or the performance of the Assets of the Series Trust.

In addition, none of the obligations of the Manager are guaranteed in any way by BEN or any other Related Bodies Corporate of BEN.

The Notes subject to Investment Risk

The holding of the Notes is subject to investment risk, including possible delays in repayment and loss of income and principal invested.

1. IMPORTANT NOTICE

1.1 Terms

References in this Supplemental Information Memorandum ("**Supplemental Information Memorandum**") to various documents are explained in Section 14. Unless defined elsewhere, all other terms are defined in Section 15 ("Glossary of Terms") of the Information Memorandum dated 17 June 2019 ("**Base Information Memorandum**"), which is annexed to this Supplemental Information Memorandum. This Supplemental Information Memorandum should be read in conjunction with the Base Information Memorandum and, except as updated by this Supplemental Information Memorandum, is incorporated in its entirety in this Supplemental Information Memorandum and each reference to the term "Information Memorandum" in the Base Information Memorandum shall be taken to mean the Base Information Memorandum as updated by this Supplemental Information Memorandum. To the extent of any inconsistency between the Base Information Memorandum and this Supplemental Information Memorandum, this Supplemental Information Memorandum will prevail.

Any reference in this Supplemental Information Memorandum to BEN in connection with the Housing Loans is to be construed as a reference to Housing Loans originated by or on behalf of BEN.

1.2 Purpose

This Supplemental Information Memorandum relates solely to a proposed issue of Class A-R Notes (the "**Notes**" and "**Class A-R Notes**") by Perpetual Trustee Company Limited (ABN 42 000 001 007) in its capacity as trustee (the "**Trustee**") of the TORRENS Series 2019-1 Trust (the "**Trust**").

This Supplemental Information Memorandum alone does not contain complete information about the offering of the Notes. No one may use this Supplemental Information Memorandum to offer and sell the Notes unless it is accompanied by the Base Information Memorandum.

This Supplemental Information Memorandum does not relate to, and is not relevant for, any purpose other than to assist the recipient to decide whether to proceed with a further investigation of the Notes. Without limitation, while this Supplemental Information Memorandum contains information relating to the Redraw Notes, the Redraw Notes are not being offered for issue, nor are applications for the issue of the Redraw Notes being invited, by this Supplemental Information Memorandum.

This Supplemental Information Memorandum is not, and should not be construed as, an offer or invitation to any person to subscribe for or purchase the Notes, and must not be relied upon by intending purchasers of the Notes.

1.3 Limited Responsibility for Information

The Manager has prepared and authorised the distribution of this Supplemental Information Memorandum and has accepted sole responsibility for the information contained in it except for Section 6 which has been prepared and authorised by BEN.

None of BEN (except for Section 6), Perpetual Trustee Company Limited ABN 42 000 001 007, P.T. Limited ABN 67 004 454 666, National Australia Bank Limited ABN 12 004 044 937 (in any capacity) ("**NAB**") nor any of their Related Bodies Corporates, subsidiaries, officers, agents or employees ("**Relevant Party**") have prepared, authorised, caused the issue of, or have (and expressly disclaim) any responsibility for, or made any statement in, any part of this Supplemental Information Memorandum, other than as expressly stated in this Supplemental Information Memorandum. Furthermore, neither Perpetual Trustee Company Limited nor P.T. Limited has had any involvement in the preparation of any part of this Supplemental Information Memorandum (other than where parts of this Supplemental Information Memorandum contain particular references to the corporate details of Perpetual Trustee Company Limited or P.T. Limited).

Whilst the Manager believes the statements made in this Supplemental Information Memorandum are accurate, no Relevant Party or any external adviser to a Relevant Party makes any representation or warranty, express or implied, as to, nor assumes any responsibility or liability for, the authenticity, origin, validity, accuracy or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in this Supplemental Information Memorandum or in any previous, accompanying

or subsequent material or presentation unless otherwise expressed in this Supplemental Information Memorandum.

No Relevant Party accepts any responsibility for, or makes any representation as to the tax consequences of investing in, the Notes.

Each Relevant Party disclaims all and any liability, whether arising in tort or contract or otherwise (except in respect of information for which it expressly accepts responsibility in this Supplemental Information Memorandum) which it might otherwise have in respect of this Supplemental Information Memorandum or such other information.

1.4 Date of this Supplemental Information Memorandum

This Supplemental Information Memorandum has been prepared as at 11 June 2024 (the "**Preparation Date**"), based upon information available, and the facts and circumstances known, to the Manager (or, in the case of Section 6, BEN) at that time.

Neither the delivery of this Supplemental Information Memorandum, nor any offer or issue of the Notes, at any time after the Preparation Date implies or should be relied upon as a representation or warranty, that:

(a) there has been no change since the Preparation Date in the affairs or financial condition of the TORRENS Series 2019-1 Trust (the "**Series Trust**"), the Trustee, BEN, the Manager or any other party named in this Supplemental Information Memorandum; or

(b) the information contained in this Supplemental Information Memorandum is correct at such later time.

Neither the Manager, BEN nor any other person accepts any responsibility to holders of the Notes (the "**Noteholders**") or prospective Noteholders to update this Supplemental Information Memorandum after the Preparation Date with regard to information or circumstances which come to its attention after the Preparation Date.

1.5 Summary Only

This Supplemental Information Memorandum is only a summary of the terms and conditions of the Notes and the Series Trust and should not be relied upon by intending subscribers or purchasers of the Notes. Instead, the definitive terms and conditions of the Notes and the Series Trust are contained in the Transaction Documents. If there is any inconsistency between this Supplemental Information Memorandum and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information. A copy of the Transaction Documents may be inspected by intending subscribers or purchasers of the Notes, on the conditions contained in Section 13, at the offices of NAB as referred to in the Directory at the back of this Supplemental Information Memorandum.

1.6 Independent Investment Decisions

This Supplemental Information Memorandum is not intended to be, and does not constitute, a recommendation by the Manager, BEN, Perpetual Trustee Company Limited, P.T. Limited or NAB (in any capacity) that any person subscribe for or purchase the Notes. Accordingly, any person contemplating the subscription or purchase of the Notes must:

(a) make their own independent investigation (with particular reference to their investment objectives and experience) of the terms of the Notes and the financial condition, affairs and creditworthiness of the Series Trust, after taking all appropriate tax, accounting, legal and other advice from qualified professional persons; and

(b) base, and will be deemed to have based, any investment decision on the investigation and advice referred to in paragraph (a) and not on this Supplemental Information Memorandum.

No person is authorised to give any information or to make any representation which is not contained in this Supplemental Information Memorandum and any information or representation not contained in this Supplemental Information Memorandum must not be relied upon as having been authorised by or on behalf of BEN, the Manager or NAB (in any capacity).

None of the Arranger or the Lead Manager owe any fiduciary or other duties to any recipient of this Supplemental Information Memorandum in connection with the Notes and/or any related transactions. No reliance may be placed on any of the Arranger or the Lead Manager for financial, legal, taxation, accounting or investment advice or recommendations.

1.7 Responsibility for Transaction Documents

NAB as Arranger and Lead Manager has no responsibility to or liability for and does not owe any duty to any person who purchase or intends to purchase the Notes in respect of this transaction, including without limitation to:

(a) the admission to listing and/or trading of the Notes;

(b) the accuracy or completeness of any information contained in this Supplemental Information Memorandum and has not separately verified the information contained in this Supplemental Information Memorandum and makes no representation, warranty or undertaking, express or implied as to the accuracy or completeness of, or any errors or omissions in any information contained in this Supplemental Information Memorandum or any other information supplied in connection with the Notes;

(c) the preparation and due execution of the Transaction Documents and the power, capacity or due execution of the Transaction Documents and the power, capacity or due authorisation of any other party to enter into and execute the Transaction Documents or the enforceability of any of the obligations set out in the Transaction Documents; and

(d) the legal or taxation position or treatment of the Transaction Documents, this Supplemental Information Memorandum, any marketing materials or the transactions contemplated by them.

1.8 Distribution to Professional Investors Only

This Supplemental Information Memorandum has been prepared on a confidential basis for distribution only to professional investors whose ordinary business includes the buying or selling of securities such as the Notes. This Supplemental Information Memorandum is not intended for, should not be distributed to, and should not be construed as an offer or invitation to, any other person.

1.9 No Public Offer

No action has been taken or will be taken which would permit a public offering of the Notes, or possession or distribution of this Supplemental Information Memorandum in any country or jurisdiction where action for that purpose is required.

1.10 Issue Not Requiring Disclosure to Investors under the Corporations Act

This Supplemental Information Memorandum is not a "Prospectus" for the purposes of Part 6D.2 of the Corporations Act or a "Product Disclosure Statement" for the purposes of Chapter 7 of the Corporations Act and is not required to be lodged with the Australian Securities and Investments Commission under the Corporations Act as each offer for the issue, any invitation to apply for the issue, and any offer for the sale of, and any invitation for offers to purchase, the Notes to a person under this Supplemental Information Memorandum:

(a) will be for a minimum amount payable, by each person (after disregarding any amount lent by the person offering the Notes (as determined under section 700(3) of the Corporations Act) or any of their associates (as determined under sections 10 to 17 of the Corporations Act) on acceptance of the offer or application (as the case may be) is at least $500,000 (calculated in accordance with both section 708(9) of the Corporations Act and regulation 7.1.18 of the Corporations Regulations 2001); or

(b) does not otherwise require disclosure to investors under Part 6D.2 of the Corporations Act and is not made to a Retail Client.

1.11 Offer Must Comply with Laws

A person may not (directly or indirectly) offer for issue or sale, or make any invitation to apply for the issue or to purchase the Notes nor distribute this Supplemental Information Memorandum except if the offer or invitation:

(a) does not need disclosure to investors under Part 6D.2 of the Corporations Act;

(b) is not made to a Retail Client; and

(c) complies with any other applicable laws in all jurisdictions in which the offer or invitation is made.

A holder of the Notes who is not a resident of the Commonwealth of Australia may be subject to restrictions on the transfer of the Notes, Australian interest withholding tax and other constraints, risks or liabilities.

1.12 Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore Notification

In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Manager has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in Monetary Authority of Singapore ("**MAS**") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

1.13 Notice to investors in Singapore

At no time shall the Notes be offered or sold, or caused to be made the subject of an invitation for subscription or purchase, nor shall this Supplemental Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Notes be circulated or distributed to any person in Singapore except to:

(a) an institutional investor (as defined in Section 4A of the SFA, as modified or amended from time to time pursuant to Section 274 of the SFA); or

(b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

1.14 Prohibition of sales to EEA retail investors

The 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 ("**EEA**"). For these purposes, a "retail investor" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MIFID II**");

(b) a customer within the meaning of Directive (EU) 2016/97 (as amended) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MIFID II; or

(c) not a qualified investor as defined in Regulation (EU) 2017/1129.

Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPS Regulation**") for offering or selling the Notes or otherwise making them available to retail

investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPS Regulation.

The expression "offer" includes the communication in any form by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscriber for the Notes.

1.15 Prohibition of sales to UK retail investors

This Supplemental Information Memorandum is not a prospectus for the purposes of the Regulation (EU) 2017/1129 (as amended) as it forms part of the domestic law of the United Kingdom by virtue of the EUWA and as amended ("**UK Prospectus Regulation**"). This Supplemental Information Memorandum has been prepared on the basis that any offer of Notes in the United Kingdom will be made only to a person or entity qualifying as a qualified investor (as defined in article 2 of the UK Prospectus Regulation) (a "**UK Qualified Investor**"). Accordingly any person making or intending to make an offer in the United Kingdom of Notes which are the subject of the offering contemplated in this Supplemental Information Memorandum may only do so to one or more UK Qualified Investors. None of Bendigo and Adelaide Bank Limited, the Manager, the Trustee, the Arranger nor the Lead Manager has authorised, nor do they authorise, the making of any offer of Notes in the United Kingdom other than to one or more UK Qualified Investors.

The 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 UK Retail Investor in the United Kingdom ("**UK**"). For these purposes, a "UK Retail Investor" means a person who is one (or more) of the following:

(a) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (withdrawal) Act 2018 ("**EUWA**");

(b) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA and as amended ("**UK MiFIR**"); or

(c) not a UK Qualified Investor.

Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA and as amended (the "**UK PRIIPS Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPS Regulation.

In the United Kingdom, this Supplemental Information Memorandum is only being distributed to and is directed only at persons who (a) have professional experience in matters relating to investments and are investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**FPO**") or (b) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc") of the FPO or (c) are persons to whom this Supplemental Information Memorandum may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**UK Relevant Persons**"). This Supplemental Information Memorandum must not be acted on or relied on by persons in the United Kingdom who are not UK Relevant Persons. Any investment or investment activity to which this Supplemental Information Memorandum relates, including the Notes, is available in the United Kingdom only to UK Relevant Persons and will, in the United Kingdom, be engaged in only with UK Relevant Persons.

The expression "offer" includes the communication in any form by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscriber for the Notes.

1.16 Notice to investors in Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) ("**Financial Instruments and Exchange Act**") and, accordingly, the Notes are not being and may not be offered or sold in Japan or to, or for the account or benefit of, any Japanese Person, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or 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 ministerial guidelines of Japan.

For the purposes of this paragraph, "Japanese Person" means a "resident" of Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended). Any branch or office in Japan of a non-resident will be deemed to be a resident irrespective of whether such branch office has the power to represent such non-resident.

1.17 Offshore Associates Not to Acquire Notes

Under present law, the Notes will not be subject to Australian interest withholding tax if they are issued in accordance with certain prescribed conditions set out in section 128F of the Tax Act and they are not acquired directly or indirectly by Offshore Associates of the Trustee or BEN (other than certain permitted Offshore Associate). The Trustee intends to offer the Class A-R Notes in accordance with the prescribed conditions set out in section 128F of the Tax Act. Accordingly, the Class A-R Notes must not be acquired by any such Offshore Associate of the Trustee or BEN.

1.18 Disclosure of Interests

The Manager discloses that each of BEN, the Manager, Perpetual Trustee Company Limited, P.T. Limited or NAB (together, the "**Transaction Parties**"), in addition to the arrangements and interests it will or may have with respect to the Sponsor, the Manager, the Servicer and Perpetual Trustee Company Limited (in its capacity as trustee of the Series Trust or as trustee of a trust in respect of any other Series) (together, the "**Group**") as described in this Supplemental Information Memorandum (the "**Transaction Document Interests**") it, its Related Bodies Corporate, subsidiaries, directors, officers, agents and employees:

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

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

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

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

(a) each of the Transaction Parties and each of their Related Bodies Corporate, subsidiaries, directors, officers, agents and employees (each a "**Relevant Entity**") will 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 or any other person, both on the Relevant Entity's own account and for the account of other persons (the "**Other Transaction Interests**");

(b) each Relevant Entity may even purchase the Notes for their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to the Notes at the same time as the offer and sale of the Notes or in secondary market transactions. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any offering, sale or resale of the Notes to which this document relates;

(c) each Relevant Entity may indirectly receive proceeds of the Notes in repayment of debt financing arrangements involving a Relevant Entity. For example, this could occur if the proceeds of the Notes form the purchase price used to acquire the assets that are currently financed under existing debt financing arrangements involving a Relevant Entity and that purchase price is in turn used to repay any of the debt financing owing to that Relevant Entity;

(d) each Relevant Entity in the ordinary course of 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;

(e) to the maximum extent permitted by applicable law the duties of each Relevant Entity in respect of the Notes are limited to the contractual obligations of the Transaction Parties as set out in the Transaction Documents and, in particular, no advisory or fiduciary duty is owed to any person;

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

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

(h) each Relevant Entity may have various potential and actual conflicts of interest arising in the ordinary 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 (for example, by a dealer, an arranger, an interest rate swap provider or liquidity facility provider) or from an Other Transaction may affect the ability of the Group member to perform its obligations in respect of the Notes. In addition, the existence of a Transaction Document Interest or Other Transaction Interest may affect how a Relevant Entity in another capacity (eg. as a Noteholder) may seek to exercise any rights it may have in that capacity. These interests may conflict with the interests of the Group or a Noteholder, and the Group or 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 or 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.

This is not a comprehensive or definitive list of all actual or potential conflicts of interest.

No Relevant Entity is responsible, or liable to any person, for any potential or actual conflicts of interest arising in the course of a Relevant Entity's business, including in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests, and is not required to monitor or ensure that no such conflict exists.

1.19 Limited Recovery

Any obligation or liability of the Trustee arising under or in any way connected with the Notes and Redraw Notes, the Master Trust Deed, the Series Supplement, the Security Trust Deed or any other Transaction Document to which the Trustee is a party is limited, except in the case of fraud, negligence or wilful default on the part of the Trustee or its officers, employees or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents, to the extent to which it can be satisfied out of the Assets of the Series Trust out of which the Trustee is actually indemnified for the obligation or liability. Other than in the exception previously mentioned, the assets of the Trustee, the Security Trustee or any other member of the Perpetual group are not available to meet payments of interest or repayment of principal on the Notes.

1.20 References to Rating

There are various references in this Supplemental Information Memorandum to the credit rating of the Notes and of particular parties. It is anticipated that the Notes will be rated AAA(sf) by S&P and AAAsf by Fitch. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the rating agencies. The rating of the Notes addresses the likelihood of the payment of principal and interest on the Notes pursuant to their terms. Other than this Section 1.20, the rating agencies have not been involved in the preparation of this Supplemental Information Memorandum.

1.21 No Guarantee

None of BEN, the Manager, Perpetual Trustee Company Limited, P.T. Limited, NAB, the Security Trustee or any of their respective Related Bodies Corporate, subsidiaries, officers, agents or employees guarantees the success of the Notes issued by the Trustee or the repayment of capital or any particular rate of capital or income return in respect of the investment by Noteholders in the Notes.

1.22 No financial product advice

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

1.23 U.S. persons

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and the Trustee 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 the 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.

1.24 Securitisation Regulation Rules

Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation and amending certain other European Union ("**EU**") directives and regulations (as amended, the "**EU Securitisation Regulation**") is directly applicable in member states of the EU and will be applicable in any non-EU states of the European Economic Area (the "**EEA**") in which it has been implemented. The EU Securitisation Regulation, together with all relevant implementing regulations in relation thereto, all regulatory and/or implementing technical standards in relation thereto or applicable in relation thereto pursuant to any transitional arrangements made pursuant to the EU Securitisation Regulation and, in each case, any relevant guidance and directions published in relation thereto by the European Banking Authority (the "**EBA**"), the European Securities and Markets Authority and the European Insurance and Occupational Pensions Authority (or in each case, any predecessor or any other applicable regulatory authority) or by the European Commission, in each case as amended and in effect from time to time, the "**EU Securitisation Regulation Rules**") impose certain restrictions and obligations with regard to securitisations (as such term is defined for purposes of the EU Securitisation Regulation). The EU Securitisation Regulation Rules apply in respect of securitisations the securities of which were issued (or the securitisation positions of which were created) on or after 1 January 2019.

It should be noted that the EU Securitisation Regulation regime is expected to be amended in due course as a result of its wider review on which, under Article 46 of the EU Securitisation Regulation, the European Commission published a report on 10 October 2022 outlining a number of areas where legislative changes may be introduced, which was followed in December 2023 by the consultation of the European Securities and Markets Authority ("**ESMA**") on the possible options for introducing reforms to the reporting requirements, one of which options could, if implemented within two years, significantly simplify what is required on non-EU securitisations.

With respect to the United Kingdom (the "**UK**"), relevant UK-established or UK-regulated persons are subject to the restrictions and obligations of the EU Securitisation Regulation as it forms part of the domestic laws of the United Kingdom as "retained EU law", by operation of the EUWA and as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (and as further amended from time to time, the "**UK Securitisation Regulation**"). The UK Securitisation Regulation, together with (a) all applicable binding technical standards made under the UK Securitisation Regulation, (b) any EU regulatory technical standards or implementing technical standards relating to the EU Securitisation Regulation (including, without limitation, such regulatory technical standards or implementing technical standards which are applicable pursuant to any transitional provisions of the EU Securitisation Regulation) forming part of the domestic law of the UK by operation of the EUWA; (c) all relevant guidance, policy statements or directions relating to the application of the UK Securitisation Regulation (or any binding technical standards) published by the FCA and/or the PRA (or their successors), (d) any guidelines relating to the application of the EU Securitisation Regulation which are applicable in the UK, (e) any other relevant transitional, saving or other provision relevant to the UK Securitisation Regulation by virtue of the operation of the EUWA, and (f) any other applicable laws, acts, statutory instruments, rules, guidance or policy statements published or enacted relating to the UK Securitisation Regulation, in each case, as may be amended, supplemented or replaced, from time to time, are referred to in this Supplemental Information Memorandum as the "**UK Securitisation Regulation Rules**".

The UK Securitisation Regulation largely mirrors (with some adjustments) the EU Securitisation Regulation as it applied in the EU at the end of 2020. The currently applicable UK Securitisation Regulation regime will be revoked and replaced in due course with a new recast regime as a result of the ongoing legislative reforms introduced under the “Edinburgh Reforms” of UK financial services unveiled on 9 December 2022 and the UK post-Brexit move to “A Smarter Regulatory Framework for financial services”, the Financial Services and Markets Act 2000 regime, as amended by the Financial Services Markets Act 2023 ("**FSMA**") and related thereto: (i) the Securitisation Regulations 2024 (SI 2024/102) made on 29 January 2024 ("**2024 UK SR SI**"); as well as (ii) the Prudential Regulation Authority ("**PRA**") and the Financial Conduct Authority ("**FCA**") consultations published in 2023 ("**PRA/FCA 2023 Consultations**") on the exercise of their rulemaking powers and the draft amendments to their rulebooks which (together with the FSMA and the 2024 UK SR SI) recast (with various changes that result in further divergence from the EU Securitisation Regulation) currently applicable UK Securitisation Regulation requirements. It should be noted that the implementation of the UK Securitisation Regulation reforms is a protracted process and will be introduced in phases. It is expected that in the first phase, the proposed amendments will be finalised and become applicable in Q2 2024 and it is also expected that, in Q3/Q4 2024, there will be a phase two to the reforms whereby the UK government, the PRA and the FCA will consult on further changes including, but not limited to, the recast of the transparency and reporting requirements. Note that these reforms will impact on new securitisations closed after the relevant date of application and they also have potential implications for securitisations in-scope of the UK Securitisation Regulation that closed prior to such date, although the exact operation of any transitional or grandfathering provisions is yet to be confirmed. Therefore, at this stage, the timing and all of the details for the implementation of these reforms are not yet fully known and the outcome of ongoing and any new consultations on such reforms will be unfolding in the course of this year and beyond.

Please note that some divergence between EU and UK regimes exists already. While the UK Securitisation Regulation reforms propose some alignment with the EU regime, these reforms also introduce new points of divergence and the risk of further divergence between EU and UK regimes cannot be ruled out in the longer term as it is not known at this stage how the ongoing reforms or any future reforms will be finalised and implemented in the UK or the EU.

The EU Securitisation Regulation and the UK Securitisation Regulation are referred to together herein as the "**Securitisation Regulations**", and the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules are referred to together herein as the "**Securitisation Regulation Rules**").

Investors in the Notes are responsible for analysing their own regulatory position and are encouraged to consult with their own investment and legal advisors regarding compliance with the EU Securitisation Regulation and the UK Securitisation Regulation and the suitability of the Notes for investment.

EU Investor Requirements

Article 5 of the EU Securitisation Regulation places certain conditions (the "**EU Investor Requirements**") on investments in securitisations (as defined in the EU Securitisation Regulation) by "institutional investors" defined in the EU Securitisation Regulation to include: (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**"), (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 ("**AIFM**") 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 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. Pursuant to Article 14 of the CRR, the EU Investor Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of institutions regulated under the CRR (such affiliates, together with all such institutional investors, "**EU Affected Investors**").

The EU Investor Requirements apply to investments by EU Affected Investors regardless of whether any party to the relevant securitisation is subject to any EU Transaction Requirement.

The EU Investor Requirements provide that, prior to investing in (or otherwise holding an exposure to) a "securitisation position" (as defined in the EU Securitisation Regulation), an EU Affected 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 the originator, the original lender or the sponsor is established in a third country (that is, not within the EU or the EEA, the originator, the original lender or the sponsor 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 EU Affected 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) in accordance with the frequency and modalities provided for in Article 7, and (d) carry out a due-diligence assessment in accordance with the EU Securitisation Regulation Rules which enables the EU Affected 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.

In addition, the EU Investor Requirements oblige each EU Affected Investor, while holding a securitisation position, to (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.

It remains unclear what is and will be required for EU Affected Investors to demonstrate compliance with certain aspects of the EU Investor Requirements.

If any EU Affected Investor fails to comply with the EU Investor Requirements with respect to an investment in the Notes offered by this Supplemental Information Memorandum, it may be subject (where applicable) to a penalty 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 by the competent authority of such EU Affected Investor or may be required to take corrective action. The EU Securitisation Regulation Rules and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of an EU Affected Investor and have an adverse impact on the value and liquidity of the Notes offered by this Supplemental Information Memorandum. Prospective investors should analyse their own regulatory position, and should consult with their own investment and legal advisors regarding application of, and compliance with, the EU Securitisation Regulation Rules or other applicable regulations and the suitability of the Notes for investment.

UK Investor Requirements

Article 5 of the UK Securitisation Regulation largely mirrors Article 5 of the EU Securitisation Regulation described above, but with some differences. However, the currently applicable Article 5 will be revoked and replaced under the UK Securitisation Regulation reforms that are expected to apply from Q2 2024, which will introduce new divergence, most notably in the area of the due diligence on transparency requirements for third country (non-UK) securitisation. Under the currently applicable Article 5 of the UK Securitisation Regulation, certain matters must be verified and assessed prior to holding a securitisation position and certain due diligence must be carried out on an ongoing basis while holding the securitisation position (the "**UK Investor Requirements**", and together with the EU Investor Requirements, the "**Investor Requirements**") on investments in securitisations (as defined in the UK Securitisation Regulation) by "institutional investors", defined in the UK Securitisation Regulation to include: (a) an insurance undertaking as defined in section 417(1) of FSMA; (b) a reinsurance undertaking as defined in section 417(1) of FSMA; (c) an occupational pension scheme as defined in section 1(1) of the Pension Schemes Act 1993 that has its main administration in the UK, or a fund manager of such a scheme appointed under section 34(2) of the Pensions Act 1995 that, in respect of activity undertaken pursuant to that appointment, is authorised for the purposes of section 31 of FSMA; (d) an AIFM as defined in regulation 4(1) of the Alternative Investment Fund Managers Regulations 2013 which markets or manages AIFs (as defined in regulation 3 of those Regulations) in the UK; (e) a management company as defined in section 237(2) of FSMA; (f) a UCITS as defined by section 236A of FSMA, which is an authorised open ended investment company as defined in section 237(3) of FSMA; (g) a CRR firm as defined by Article 4(1)(2A) of Regulation (EU) No 575/2013, as it forms part of UK domestic law by virtue of the EUWA and as amended ("**UK CRR**"); and (h) an FCA investment firm as defined by Article 4(1)(2AB) of the UK CRR. The UK Investor Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of such CRR firms (such affiliates, together with all such institutional investors, "**UK Affected Investors**" and, together with EU Affected Investors, "**Affected Investors**").

The UK Investor Requirements apply to investments by UK Affected Investors regardless of whether any party to the relevant securitisation is subject to any UK Transaction Requirements.

The UK Investor Requirements provide that, prior to investing in (or otherwise holding an exposure to) a "securitisation position" (as defined in the UK Securitisation Regulation), a UK Affected Investor, other than the originator, sponsor or original lender (each as defined in the UK Securitisation Regulation) must, among other things: (a) verify that, where the originator or original lender is established in a third country (that is, not in the UK), 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 the originator, the original lender or the sponsor is established in a third country (that is, not in the UK), 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 the applicable risk retention requirements of the UK Securitisation Regulation, and it is disclosed, which will also include in due course, once the UK Securitisation Regulation reforms are implemented in the second quarter of 2024, compliance with the recast risk retention provisions, (c) verify that, if the originator, sponsor or SSPE is established in a third country (that is, not in the UK), the originator, sponsor or SSPE has, where applicable, made available information which is substantially the same as that which it would have made available under Article 7 of the UK Securitisation Regulation (which sets

out transparency requirements for originators, sponsors and SSPEs) if it had been established in the UK and has done so with such frequency and modalities as are substantially the same as those with which it would have made information available in accordance with that Article if it had been established in the UK, and (d) carry out a due-diligence assessment in accordance with the UK Securitisation Regulation Rules which enables the UK Affected 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.

In addition, the UK Investor Requirements oblige each UK Affected Investor, while holding a securitisation position, to (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.

Prospective investors that are UK Affected Investors should note the differences in the wording of the EU Investor Requirements and the UK Investor Requirements as each relates to the verification of certain transparency requirements. With regard to the transparency requirements, it should be noted that Article 5(1)(f) of the UK Securitisation Regulation currently provides for an adjusted application of verifying compliance with transparency requirements on non-UK securitisations and requires that the UK Institutional Investor verifies that information made available is "substantially the same as" information required by Article 7 of the UK Securitisation Regulation (the "**UK Transparency Requirements**"), although the latter test will be replaced in the second quarter of 2024 with a more flexible "sufficient information" test under the recast UK Investor Requirements set out in the PRA/FCA 2023 Consultations which form part of the UK Securitisation Regulation reforms. The recast provisions make it clear that there is no obligation to apply the UK reporting templates and to comply with the UK Transparency Requirements strictly when investing in non-UK securitisations and are also intended to clarify what was intended by the "substantially the same as" test.

Prospective investors should be aware that (a) neither BEN nor any other party to the securitisation transaction described in this Supplemental Information Memorandum (i) intends to take any action specifically for purposes of, or in connection with, any requirement of Article 7 of the UK Securitisation Regulation, or (ii) otherwise intends to make any information available to any person specifically for the purposes of, or in connection with, any requirement of the UK Securitisation Regulation Rules; and (b) except as expressly described in this Supplemental Information Memorandum with regard to the UK Retention and the UK Credit-Granting Requirements (as each such term is defined below), neither BEN nor any other party to the securitisation transaction described in this Supplemental Information Memorandum (i) intends to take or refrain from taking any other action with regard to this transaction in a manner prescribed or contemplated by the UK Securitisation Regulation Rules, or to take any other action for the purposes of, or in connection with, facilitating or enabling compliance by any person with any applicable UK Investor Requirements (as defined below), or (ii) gives, or intends to give, any undertaking, representation or warranty with regard to any requirement of the UK Securitisation Regulation Rules.

If any UK Affected Investor fails to comply with the UK Investor Requirements with respect to an investment in the Notes offered by this Supplemental Information Memorandum, it may be subject (where applicable) to a penalty 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 by the competent authority of such UK Affected Investor or may be required to take corrective action. The UK Securitisation Regulation Rules and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of a UK Affected Investor and have an adverse impact on the value and liquidity of the Notes offered by this Supplemental Information Memorandum. Prospective investors should analyse their own regulatory position, and should consult with their own investment and legal advisors regarding application of, and compliance with, the UK Securitisation Regulation Rules or other applicable regulations and the suitability of the Notes for investment.

EU Transaction Requirements

The EU Securitisation Regulation imposes certain requirements (the "**EU Transaction Requirements**") with respect to originators, original lenders, sponsors and SSPEs (as each such term is defined for the purposes of the EU Securitisation Regulation).

The EU Transaction Requirements include provisions with regard to, amongst other things:

(a) a requirement under Article 6 of the EU Securitisation Regulation that the originator, the original lender or the sponsor of a securitisation commits to retain, on an ongoing basis, a material net economic interest in the relevant securitisation of not less than 5% in respect of certain specified credit risk tranches or asset exposures (the "**EU Retention Requirement**");

(b) a requirement under Article 7 of the EU Securitisation Regulation that the originator, sponsor and SSPE of a securitisation make available to holders of a securitisation position, relevant competent authorities and (upon request) potential investors certain prescribed information (the "**EU Transparency Requirements**") prior to pricing as well as in quarterly portfolio level disclosure reports and quarterly investor reports; and

(c) a requirement under Article 9 of the EU Securitisation Regulation that originators, sponsors and original lenders of a securitisation apply to exposures to be securitised the same sound and well-defined criteria for credit-granting which they apply to non-securitised exposures, and have effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting its obligations under the credit agreement (the "**EU Credit-Granting Requirements**").

The EU Securitisation Regulation provides for certain aspects of the EU Transaction Requirements to be further specified in regulatory technical standards and implementing technical standards to be adopted by the European Commission as delegated regulations.

In respect of Article 6 of the EU Securitisation Regulation, the recast regulatory technical standards were finalised as Commission Delegated Regulation (EU) 2023/2175 (the "**EU Recast Retention RTS**") which applies to all existing and new securitisations in scope of the EU Securitisation Regulation. Therefore, from 7 November 2023, the transitional provisions of Article 43(7) of the EU Securitisation Regulation fall away and, under Article 20 of the EU Recast Retention RTS, the application on the transitional basis of the pre-2019 risk retention technical standards set out in Commission Delegated Regulation (EU) 625/2014 is repealed.

In respect of Article 7 of the EU Securitisation Regulation, the relevant technical standards are comprised in Commission Delegated Regulation (EU) 2020/1224 and Commission Implementing Regulation (EU) 2020/1225 (together, the "**EU Disclosure Technical Standards**"). The EU Disclosure Technical Standards make provision as to (amongst other things) the data to be made available, and the format in which information must be presented, for purposes of satisfying the EU Transparency Requirements. However, there still remains some uncertainty at the current time as to, amongst other things, how some of the fields in the reporting templates prescribed by the EU Disclosure Technical Standards should be completed.

On 10 October 2022, the European Commission published its report to the European Parliament and the Council on the Functioning of the Securitisation Regulation (COM(2022) 517) (the "**Report**") in which it expressed its views on the jurisdictional scope of application of the EU Investor Requirements and EU Transparency Requirements in the context of a non-EU securitisation for the purposes of the EU Transaction Requirements. In particular, the Report provides guidance on the interpretation of Article 5(1)(e) of the EU Investor Requirements (which requires that EU Affected Investors verify, prior to holding a securitisation position, that the originator, sponsor or SSPE has, where applicable, made available the information described above) in respect of scenarios where none of the originator, sponsor or SSPE are located in the EU. In the Report, the European Commission considers that differentiating the scope of information provided under the EU Investor Requirements based on whether a securitisation is issued by originators, original lenders, sponsors and SSPEs supervised or established in the EU, or entities based in third countries, is not in line with the legislative intent and, as such, that the jurisdiction of the originator, sponsor or SSPE should not affect the interpretation of Article 5(1)(e) of the EU

Investor Requirements. In addition, the European Commission invited ESMA to draw up a dedicated template for private securitisations, with a view (amongst other things) to make it easier for third country parties to provide the required information for the purposes of the EU Investor Requirements. In December 2023, ESMA published a consultation on the possible options for introducing reforms to the reporting requirements, one of which options proposes the introduction of a simplified private securitisation reporting regime aimed at the supervisors' needs only which, if implemented, would significantly reduce the burden of EU regulatory reporting on non-EU securitisations. The ESMA consultation closes on 15 March 2024 and it is expected that before the end of 2024 the ESMA will report on the outcome of its consultation, including whether it is putting forward for consultation any legislative proposals for introducing the simplified private securitisation reporting regime.

The EU Securitisation Regulation 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 Section 6.1 ("BEN") in this Supplemental Information Memorandum for information regarding BEN, its business and activities.

UK Transaction Requirements

The UK Securitisation Regulation imposes certain requirements (the "**UK Transaction Requirements**", and together with the EU Transaction Requirements, the "**Transaction Requirements**") with respect to originators, original lenders, sponsors and SSPEs (as each such term is defined for the purposes of the UK Securitisation Regulation).

The UK Transaction Requirements include provisions with regard to, amongst other things:

(a) a requirement under Article 6 of the UK Securitisation Regulation that the originator, the original lender or the sponsor of a securitisation commits to retain, on an ongoing basis, a material net economic interest in the relevant securitisation of not less than 5% in respect of certain specified credit risk tranches or asset exposures (the "**UK Retention Requirement**");

(b) a requirement under Article 7 of the UK Securitisation Regulation that the originator, sponsor and SSPE of a securitisation make available to holders of a securitisation position, the competent authority and (upon request) potential investors certain prescribed information (the "**UK Transparency Requirements**") prior to pricing as well as in quarterly portfolio level disclosure reports and quarterly investor reports; and

(c) a requirement under Article 9 of the UK Securitisation Regulation that originators, sponsors and original lenders of a securitisation apply to exposures to be securitised the same sound and well-defined criteria for credit-granting which they apply to non-securitised exposures, and have effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting its obligations under the credit agreement (the "**UK Credit-Granting Requirements**").

The UK Securitisation Regulation provides for certain aspects of the UK Transaction Requirements to be further specified in technical standards to be adopted by the PRA and/or the FCA. In respect of Article 6 of the UK Securitisation Regulation, certain aspects of the UK Retention Requirement are to be further specified in technical standards to be made by the FCA and the PRA, acting jointly. Pursuant to Article 43(7) of the UK Securitisation Regulation, until these technical standards apply, certain provisions of Commission Delegated Regulation (EU) No. 625/2014, as they form part of the domestic law of the UK pursuant to the EUWA, shall continue to apply. In respect of Article 7 of the UK Securitisation Regulation, the EU Disclosure Technical Standards, as they form part of the domestic law of the UK pursuant to the EUWA and as amended by the Technical Standards (Specifying the Information and the Details of the Securitisation to be made Available by the Originator, Sponsor and SSPE) (EU Exit) Instrument 2020 (the "**UK Disclosure Technical Standards**"), apply, subject to certain transitional provisions. However, there still remains some uncertainty at the current time as to, amongst other things, how some of the fields in the reporting templates prescribed by such technical standards should be completed.

The UK Securitisation Regulation Rules provide that an entity shall not be considered an "originator" (as defined for purposes of the UK Securitisation Regulation) if it has been established or operates for the

sole purpose of securitising exposures. See Section 6.1 ("BEN") in this Supplemental Information Memorandum for information regarding BEN, its business and activities

EU Risk Retention and UK Risk Retention

The EU Securitisation Regulation is silent as to the jurisdictional scope of the EU Retention Requirement and consequently, whether, for example, it imposes a direct obligation upon non-EU established entities, such as BEN. However (i) the explanatory memorandum to the original European Commission proposal for legislation that was ultimately enacted as the EU Securitisation Regulation stated that "The current proposal thus imposes a direct risk retention requirement and a reporting obligation on the originator, sponsor or the original lenders…For securitisations notably in situations where the originator, sponsor nor original lender is not established in the EU the indirect approach will continue to fully apply."; and (ii) the EBA, in a paper published on 31 July 2018 in relation to the draft regulatory technical standards then proposed to be made pursuant to Article 6 of the EU Securitisation Regulation, said: "The EBA agrees however that a 'direct' obligation should apply only to originators, sponsors and original lenders established in the EU as suggested by the European Commission in the explanatory memorandum". This interpretation (the "**EBA Guidance Interpretation**") is, however, nonbinding and not legally enforceable. Notwithstanding the above, BEN as "originator", will agree to retain a material net economic interest in the securitisation transaction described in this Supplemental Information Memorandum in accordance with the text of Article 6(1) of the EU Securitisation Regulation, as in effect on the Class A-R Issue Date, as described below and in this Supplemental Information Memorandum.

The UK Securitisation Regulation is also silent as to the jurisdictional scope of the UK Retention Requirement and consequently, whether, for example, it imposes a direct obligation upon non-UK established entities such as BEN. The wording of the UK Securitisation Regulation with regard to the UK Retention Requirement is similar to that in the EU Securitisation Regulation with regard to the EU Retention Requirement, and the EBA Guidance Interpretation may be indicative of the position likely to be taken by the UK regulators in the future in this respect. However, the EBA Guidance Interpretation is non-binding and not legally enforceable, and the FCA and the PRA have not, at the date of this Supplemental Information Memorandum, published or released any guidance or interpretation as to the jurisdictional scope of the direct risk retention obligation provided under the UK Securitisation Regulation. Notwithstanding the above, BEN as "originator", will agree to retain a material net economic interest in the securitisation transaction described in this Supplemental Information Memorandum in accordance with the text of Article 6(1) of the UK Securitisation Regulation, as in effect on the Class A-R Issue Date, as described below and in this Supplemental Information Memorandum.

On the Class A-R Issue Date and thereafter on an ongoing basis for so long as any Notes remain outstanding, BEN will, as an "originator" (as such term is defined for the purposes of the EU Securitisation Regulation), undertake to retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with the text of Article 6(1) of the EU Securitisation Regulation (the "**EU Retention**"). As at the Class A-R Issue Date, the EU Retention will be in the form contemplated by Article 6(3)(c) of the EU Securitisation Regulation.

On the Class A-R Issue Date and thereafter on an ongoing basis for so long as any Notes remain outstanding, BEN will, as an "originator", as such term is defined for the purposes of and the UK Securitisation Regulation, undertake to retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with the text of Article 6(1) of the UK Securitisation Regulation, as in effect on the Class A-R Issue Date (the "**UK Retention**"). As at the Class A-R Issue Date, the UK Retention will be in the form contemplated by Article 6(3)(c) of the UK Securitisation Regulation.

Neither BEN nor any other party to the securitisation transaction described in this Supplemental Information Memorandum (i) intends to take any action specifically for purposes of, or in connection with, any requirement of Article 7 of the EU Securitisation Regulation or UK Securitisation Regulation, or (ii) otherwise intends to make any information available to any person specifically for purposes of, or in connection with, any requirement of the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules. In addition, except as expressly described in this Supplemental Information Memorandum with regard to the EU Retention, the EU Credit-Granting Requirements and the UK Credit-Granting Requirements, neither BEN nor any other party to the securitisation transaction described in this Supplemental Information Memorandum (i) intends to take or refrain from taking any other action with regard to this transaction in a manner prescribed or contemplated by the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules, or to take any other action for purposes of, or in

connection with, facilitating or enabling compliance by any person with any applicable EU Investor Requirements or UK Investor Requirements, or (ii) gives, or intends to give, any undertaking, representation or warranty with regard to any requirement of the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules.

In addition, except as described in this Supplemental Information Memorandum , no party to the securitisation transaction described in this Supplemental Information Memorandum intends to take or refrain from taking any action with regard to such transaction in a manner prescribed or contemplated by the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules, or to take any action for purposes of, or in connection with, compliance by any Affected Investor with any applicable Investor Requirement or any corresponding national measures that may be relevant.

Any failure to comply with the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules may, amongst other things, have a negative impact on the value and liquidity of the Notes, and otherwise affect the secondary market for the Notes.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the EU Securitisation Regulation Rules (and any implementing rules in relation to any relevant jurisdiction) and the UK Securitisation Regulation Rules; (ii) whether the undertakings by BEN to retain the EU Retention as described above and in this Supplemental Information Memorandum generally, and the information described in this Supplemental Information Memorandum and which may otherwise be made available to investors are, or will be, sufficient for the purposes of complying with the EU Investor Requirements and the UK Investor Requirements and any corresponding national measures which may be relevant; and (iii) as to their compliance generally with any applicable Investor Requirements.

None of the Manager, BEN, the Servicer, the Sponsor, the Seller, the Arranger, the Lead Manager and their respective affiliates, or any other party to the Transaction Documents (i) makes any representation that the performance of the undertakings described above, the making of the representations and warranties described above, and the information in this Supplemental Information Memorandum, or any other information which may be made available to investors, are or will be sufficient in all circumstances for the purposes of any person's compliance with any applicable Investor Requirements, or that the structure of the Notes, BEN (including its holding of the EU Retention) and the transactions described in this Supplemental Information Memorandum are compliant with the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules or with any other applicable legal, regulatory or other requirements, (ii) has any liability to any prospective investor or any other person for any deficiency in or insufficiency of such information or any failure of the transactions or structure contemplated in this Supplemental Information Memorandum to comply with or otherwise satisfy the requirements of the EU Securitisation Regulation Rules, the UK Securitisation Regulation Rules, any subsequent change in law, rule or regulation or any other applicable legal, regulatory or other requirements (other than, in each case, any liability arising as a result of a breach by BEN of the undertakings described above), or (iii) has any obligation to provide any further information or take any other steps that may be required by any person to enable compliance by such person with the requirements of any applicable Investor Requirement or any other applicable legal, regulatory or other requirements (other than, the specific obligations undertaken by BEN in that regard as described above).

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 Securitisation Regulation Rules or other regulatory or accounting changes.

None of the Trustee, the Security Trustee, the Arranger, any Lead Manager or the Standby Swap Provider has any responsibility to maintain or enforce compliance with the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules.

1.25 Japanese risk retention

On 15 March 2019, the Japanese Financial Services Agency ("**JFSA**") published new due diligence and risk retention rules under various Financial Services Agency Notices in respect of Japanese banks and certain other Japanese financial institutions ("**Japanese Due Diligence and Retention Rules**"), which took effect from 31 March 2019.

The Japanese Due Diligence and Retention Rules apply to all Japanese banks, bank holding companies, credit unions, credit cooperatives, labour credit unions, agricultural credit cooperatives, ultimate parent companies of large securities companies and certain other financial institutions regulated in Japan (each, a "**Japan Obliged Entity**").

Under the Japanese Due Diligence and Retention Rules, in order for a Japan Obliged Entity to apply a lower capital charge against a securitisation exposure, it has to:

(a) establish an appropriate risk assessment system to be applied to the relevant securitisation exposure and the underlying assets of such securitisation exposure; and

(b) either:

(i) confirm that the originator of the securitisation transaction in respect of the securitisation exposure retains not less than 5% interest in an appropriate form (the "**Originator Retention Requirement**"); or

(ii) determine that the underlying assets of the securitisation transaction in respect of the securitisation exposure are appropriately originated, considering the originator's involvement with the underlying assets, the nature of the underlying assets or any other relevant circumstances (the "**Appropriate Origination Requirement**").

On 15 March 2019, the JFSA published certain guidelines (the "**Guidelines**") which also came into effect on 31 March 2019 on the applicability and scope of the Japanese Due Diligence and Retention Rules.

There remains, nonetheless, a relative level of uncertainty as to how the Japanese Due Diligence and Retention Rules will be interpreted and applied to any specific securitisation transaction. At this time, prospective investors should understand that there are a number of unresolved questions and no established line of authority, precedent or market practice that provides definitive guidance with respect to the Japanese Due Diligence and Retention Rules, and no assurances can be made as to the content, impact or interpretation of the Japanese Due Diligence and Retention Rules. In particular, the basis for the determination of whether an asset is "inappropriately originated" remains unclear, and therefore unless the JFSA provides further specific clarification, it is possible that this transaction may contain assets deemed to be "inappropriately originated" and as a result not satisfying the Appropriate Origination Requirement. Whether and to what extent the JFSA may provide further clarification or interpretation as to the Japanese Due Diligence and Retention Rules is unknown.

Failure by the Japan Obliged Entity to satisfy the Japanese Due Diligence and Retention Rules will require it to hold a full capital charge against that securitisation exposure of the securitisation transaction which it has invested in.

On the Class A-R Issue Date, BEN, as originator for the purposes of the Japan Due Diligence and Retention Rules, will undertake to retain a material net economic interest of not less than 5% in this securitisation transaction.

Under the Guidelines accompanying the Japanese Due Diligence and Retention Rules, JFSA provides an example of retention of the credit risk in satisfaction of the Appropriate Origination Requirement in another manner if the amount retained is equivalent to or more than the required credit risk. Prospective investors should make their own independent assessment of whether BEN complies with the Japanese Due Diligence and Retention Rules.

Any failure to satisfy the Japanese Due Diligence and Retention Rules may, amongst other things, have a negative impact on the value and liquidity of the Notes, and otherwise affect the secondary market for the Notes. Failure by the Japan Obliged Entity to satisfy the Japanese Due Diligence and Retention Rules may occur if (amongst other things) there is a change in the Japanese Due Diligence and Retention Rules or if insufficient interest is held by the originator in the Notes.

None of BEN, the Arranger, the Lead Manager or any other party to the Transaction Documents

(a) makes any representation that the performance of the undertakings described above and the information described in this Supplemental Information Memorandum or any other information

which may be made available to investors, are or will be sufficient for the purposes of any Japan Obliged Entity's compliance with the Japan Due Diligence and Retention Rules;

(b) has any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with the Japan Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements; or

(c) has any obligation to provide any further information or take any other steps that may be required by any Japan Obliged Entity to enable compliance by such person with the requirements of the Japan Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements.

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 Japan Due Diligence and Retention Rules or other regulatory or accounting changes.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Japan Due Diligence and Retention Rules; (ii) as to the sufficiency of the information described in this Supplemental Information Memorandum, and which may otherwise be made available to investors and (iii) as to their compliance with the Japan Due Diligence and Retention Rules.

None of the Trustee, the Security Trustee, the Arranger, any Lead Manager or the Standby Swap Provider has any responsibility to maintain or enforce compliance with Japanese Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements.

1.26 MiFID II product governance / professional investors and ECPs only target market

In relation to each person that is, or is deemed to be, a MiFID firm manufacturer (within the meaning of MiFID II) for the purposes of MiFID II, the target market assessment in respect of the Notes by each manufacturer, solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that:

(a) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and

(b) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the manufacturer's target market assessment, however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

1.27 UK MiFIR product governance / professional investors and ECPs only target market

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that:

(a) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; and

(b) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the manufacturer's target market assessment, however, a Distributor subject to the FCA

Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

1.28 Repo-eligibility

The Manager intends, but is under no obligation, to make an application to the Reserve Bank of Australia ("**RBA**") to have the Class A-R Notes classified as eligible securities for the purpose of repurchase agreements with the RBA ("**repo-eligibility**").

The RBA's criteria for repo eligibility will affect whether the Class A-R Notes are repo eligible. The RBA's criteria for repo eligibility 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 A-R Notes in order for the Class A-R Notes to be (and to continue to be) repo-eligible. If the Manager is unable to provide the relevant prescribed information to the RBA at the time of seeking repo-eligibility, or at any time during the term of the Class A-R Notes as required by the RBA, then the Class A-R Notes may not be, or may cease to be, repo-eligible (as the case may be).

No assurance can be made that the application (if any) by the Manager for repo-eligibility in respect of the Class A-R Notes will be successful, or that the Class A-R Notes will continue to be repo-eligible even if they are eligible in relation to their initial issue. Without limitation, subsequent changes by the RBA to its criteria could affect whether the Class A-R Notes continue to be repo-eligible.

If Class A-R 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 Class A-R Notes from time to time in such form as determined by the Manager as it sees fit.

2. SUMMARY OF THE ISSUE

2.1 Summary Only

The following is only a brief summary of the terms and conditions of the Notes.

The information below is a summary of selected information in relation to the Class A-R Notes. All of the information contained in this summary is qualified by the more detailed explanations in other parts of this Supplemental Information Memorandum and the Base Information Memorandum.

2.2 Parties to Transaction

For a list of the key transaction parties, please see Section 2.2 ("Parties to the Transaction") of the Base Information Memorandum, other than as supplemented below.

Lead Manager: NAB

2.3 Summary of the Class A-R Notes

The Trustee (at the direction of the Manager) proposes to issue $193,740,000 Class A-R Notes on the Class A Refinancing Date First Possible (the "**Class A-R Issue Date**") for the purposes of using the proceeds of such issue for application towards redemption of the aggregate Invested Amount of the Class A Notes on the Class A Refinancing Date First Possible. For more detail, see Section 4.3.6 ("Optional redemption on or after the Class A Refinancing Date First Possible") and Section 7.5.4 ("Refinancing of Class A Notes with Class A-R Notes") of the Base Information Memorandum.

Only the Class A-R Notes are being offered pursuant to this Supplemental Information Memorandum.

The Trustee has previously issued, on 17 June 2019, Class A Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes. The Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E and Class F Notes are not being offered pursuant to this Supplemental Information Memorandum. The Class A-R Notes were not initially offered pursuant to the Base Information Memorandum.

This Supplemental Information Memorandum relates only to the proposed issue of the Class A-R Notes on the Class A-R Issue Date as described above. No other Class A-R Notes are being offered for issue, nor are applications for the issue of any other Class A-R Notes being invited, by this Supplemental Information Memorandum. A summary of certain details in respect of the Class A-R Notes are set out in the following table.

Summary of the Class A-R Notes

Aggregate Initial Invested Amount of the Class A-R Notes	A$193,740,000
Issue price	The Class A-R Notes will be issued at par value.
Class A-R Issue Date	11 June 2024
Interest Payment Date in respect of the Class A-R Note	The 9th day of each month commencing on the Payment Date in July 2024, or if such a day is not a Business Day, the next Business Day.
Calculation of Interest on the Class A-R Notes	Each Class A-R Note bears interest from (and including) the Class A-R Issue Date until it is redeemed in accordance with Section 4.3.5

	("Redemption on Final Payment") of the Base Information Memorandum. Interest on each Class A-R Note for each Interest Period will be calculated based on the aggregate of the Bank Bill Rate on the first day of that Interest Period plus the Margin for the Class A-R Note. A step-up margin of 0.25% per annum will be added to the Margin for the Class A-R Note for each Interest Period following (and including) the Clean-Up Date.
Interest Period in respect of the Class A-R Note	The first Interest Period in respect of the Class A-R Notes commences on (and includes) the Class A-R Issue Date and ends on (but excludes) the first Distribution Date following the Class A-R Issue Date. Each subsequent Interest Period commences on (and includes) a Distribution Date and ends on (but excludes) the next Distribution Date and the final Interest Period ends on (but excludes) the date on which interest ceases to accrue on the Class A-R Note pursuant to Section 4.2.1 ("Period for which the Notes accrue interest") of the Base Information Memorandum.
Margin	0.95% per annum
Denomination	The Class A-R Notes will be issued in denominations of A$1,000. The Class A-R Notes will be issued in minimum parcels of A$500,000.
Rating	It is expected that the Class A-R Notes, upon issue, will be rated "AAAsf" by Fitch and "AAA(sf)" by S&P.
Final Maturity Date	The Distribution Date in December 2050.
Austraclear	Following issue, it is intended that the Class A-R Notes will be lodged with Austraclear.

For information (including the general information, interest, repayment of principal, housing loans and structural features) regarding the Class A Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes and Redrew Notes, please see Section 2.3 ("General Information regarding the Notes and Redraw Notes") to Section 2.7 ("Structural Features") of the Base Information Memorandum.

2.4 Further Information

Withholding Tax and TFNs: Payments of interest on the Notes will be reduced by any applicable withholding taxes. The Trustee is not obligated to pay any additional amounts to the Class A-R Noteholders to cover any withholding taxes. This will be the case whether a Class A-R Noteholder is an initial holder of the Notes or subsequently acquires the Notes.

Under present law, the Class A-R Notes will not be subject to Australian interest withholding tax if they are issued in accordance

with certain prescribed conditions set out in section 128F of the Tax Act and they are not acquired directly or indirectly by any Offshore Associate of the Trustee or BEN (other than certain permitted Offshore Associate). The Lead Manager has agreed with the Trustee to offer the Class A-R Notes for subscription or purchase in accordance with certain procedures intended to result in the public offer test being satisfied and all Class A-R Notes having the benefit of the section 128F exemption. One of these conditions is that the Trustee must not know or have reasonable grounds to suspect that a Note, or an interest in a Class A-R Note, was being, or would later be, acquired directly or indirectly by any Offshore Associates of the Trustee or BEN. Accordingly, Offshore Associates of the Trustee or BEN (other than certain permitted Offshore Associate) should not acquire the Class A-R Notes. For further information see Section 12.1 ("Interest withholding tax").

Tax may be deducted from payments to an Australian resident Class A-R Noteholder or a non-resident holding the Notes in carrying on business at or through a permanent establishment in Australia, who does not provide the Trustee with a tax file number or an Australian Business Number (where applicable) unless an exemption applies to that Class A-R Noteholder.

Class A-R Noteholders and prospective Class A-R Noteholders should obtain advice from their own tax advisers in relation to the tax implications of an investment in the Notes.

3. CREDIT RATING

It is anticipated that the Notes will be rated AAA(sf) by S&P and AAAsf by Fitch.

The ratings of the Notes should be evaluated independently from similar ratings on other types of notes or securities. A credit rating by a rating agency is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, qualification or withdrawal at any time by the relevant rating agency. A revision, suspension, qualification or withdrawal of the credit ratings of the Notes may adversely affect the market price of the Notes. In addition, the credit rating of the Notes do not address the expected timing of principal repayments under the Notes, only that principal will be received no later than the Final Maturity Date. Other than Section 1.20, the Rating Agencies have not been involved in the preparation of this Supplemental Information Memorandum.

4. DESCRIPTION OF THE NOTES

For a description of the Notes, please see Section 4 ("Description of the Notes and Redraw Notes") of the Base Information Memorandum.

5. SOME RISK FACTORS

The purchase, and subsequent holding, of the Class A-R Notes is not free of risk. Prospective investors should carefully read and consider the risk factors set out in Section 5 ("Some Risk Factors") of the Base Information Memorandum (as if each reference to "Notes" in those risk factors included a reference to the Class A-R Notes, unless the context otherwise requires), as supplemented below, prior to deciding whether to purchase the Class A-R Notes.

The Manager believes that the risks described below and in Section 5 ("Some Risk Factors") of the Base Information Memorandum are some of the principal risks inherent in the transaction for Noteholders and that the discussion in relation to the Class A-R Notes indicates some of the possible implications for Noteholders. However, the inability of the Trustee to pay Interest or principal on the Class A-R Notes may occur for other reasons and the Manager does not in any way represent that the description of the risks outlined below is exhaustive. It is only a summary of some particular risks. Further, although the Manager believes that the various structural protections available to Noteholders lessen certain of these risks, there can be no assurance that these measures will be sufficient to ensure the payment or distribution of Interest or principal on the Class A-R Notes on a timely or full basis.

Prospective investors should also read the detailed information set out elsewhere in this Supplemental Information Memorandum and make their own independent investigation and seek their own independent advice as to the potential risks involved in purchasing and holding the Class A-R Notes.

5.1 National Consumer Credit Protection Act

The National Consumer Credit Protection Act 2009 (Cth) ("**NCCP Act**"), which includes a National Credit Code ("**National Credit Code**"), commenced 1 July 2010.

Some of the Housing Loans and related mortgages and guarantees are regulated by the NCCP Act. The NCCP Act incorporates a requirement for providers of credit related services to hold an "Australian credit licence", and to comply with "responsible lending" requirements, including undertaking a mandatory "unsuitability assessment" before a loan is made or there is an agreed increase in the amount of credit under a loan.

Obligations under the NCCP Act extend to BEN, the Servicer and, upon becoming a "credit provider" under the NCCP Act, the Trustee in respect of the Housing Loans.

Under the NCCP Act, a debtor, guarantor, mortgagor or ASIC may have a right to apply to a court to, amongst other things:

(a) grant an injunction preventing a regulated Housing Loan from being enforced (or preventing the taking of any other action in relation to the Housing Loan) if to do so would breach the NCCP Act;

(b) 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 under the NCCP Act (other than the National Credit Code);

(c) if a credit activity has been engaged in without an Australian credit licence and no relevant exemption applies, obtain 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;

(d) vary the terms of a contract relating to a Housing Loan based on the grounds of hardship or it is an unjust contract;

(e) reopen the transaction that gave rise to a contract relating to a Housing Loan on the grounds that it is unjust under the National Credit Code, which may include relieving the borrower and any guarantor from payment, discharging the mortgage or any other order the court sees fit;

(f) reduce or cancel any interest rate changes, and certain fees or charges payable on the Housing Loan which is unconscionable under the Credit Code;

(g) have certain provisions of the Housing Loan or Related Security which are in breach of the legislation declared void or unenforceable from the time it was entered into or at any time on and after a specified day before the order is made;

(h) impose a penalty or require compensation be paid to a borrower or guarantor for a breach of "key requirements" of the National Credit Code, which include certain content and disclosure requirements for the contracts relating to the Housing Loans;

(i) obtain restitution or compensation from the Trustee in relation to any breach of the National Credit Code in relation to a Housing Loan; or

(j) seek various other penalties and remedies for other breaches of the NCCP Act, such as failing to comply with the breach reporting regime.

Further, ASIC can make an application to vary the terms of a contract or a class of contracts on the grounds of hardship and to reopen the transaction on the grounds that it is unjust (set out above) if this is in the public interest (rather than limiting these rights to affected borrowers or guarantors). ASIC also has the power to intervene in any proceedings arising under the NCCP Act or National Credit Code.

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

As a condition of the Servicer holding an Australian credit licence and the Trustee being able to perform its role, the Servicer and the Trustee must also allow each borrower to have access to the Australian Financial Complaints Authority ("**AFCA"**), which has the power to resolve disputes where the amount in dispute is below the relevant threshold (A$1,263,000 for most types of disputes (certain disputes have a higher, and in some cases, unlimited, threshold amount)). .

There is no ability to appeal from an adverse determination by AFCA, including on the basis of bias, manifest error or want of jurisdiction.

BEN has given certain representations and warranties that the mortgages relating to the Housing Loans complied in all material respects with all applicable laws when those mortgages were entered into. The Servicer has also undertaken to comply with the NCCP Act in carrying out its obligations under the Transaction Documents. In certain circumstances the Trustee may have the right to claim damages from BEN or the Servicer, as the case may be, where the Trustee suffers loss in connection with a breach of the NCCP Act which is caused by a breach of a relevant representation or undertaking.

Where a systemic contravention affects contract disclosures across multiple Housing Loans, there is a risk of a representative or class action under which a civil penalty could be imposed in respect of all affected Housing Loan contracts. If borrowers suffer any loss, orders for compensation may be made.

ASIC can also intervene by making individual or market-wide product intervention orders in relation to credit products regulated under the NCCP Act, if it is satisfied that a person is engaging, or is likely to engage, in credit activity in relation to a credit contract, mortgage, guarantee or consumer lease (credit product) or a proposed credit product, and the credit product has resulted, will result or is likely to result in significant consumer detriment. Product intervention orders issued by ASIC only operate prospectively, or in other words, apply to products issued or sold after the date of the order. Some examples of the kinds of orders that ASIC can make include:

(a) impose certain conditions on a product;

(b) ban a particular feature of a product; or

(c) ban the issue of the product altogether.

ASIC has exercised its power to make product intervention orders to impose conditions which limit:

(a) credit fees and charges, and interest charges which may be imposed or provided for under short term credit facilities; and

(b) fees and charges which may be imposed or provided for under continuing credit contracts.

Any order made under any of the above consumer credit laws may affect the timing or amount of interest, fees or charges or principal repayments under the relevant Housing Loans which may in turn affect the timing or amount of interest and principal payments under the Class A-R Notes.

Unfair Contract Terms

In certain circumstances, the terms of the Housing Loans may be void under Part 2 of the Australian Securities and Investments Commission Act 2001 ("**ASIC Act**") and/or Part 2B of the Fair Trading Act 1999 (Vic) ("**Fair Trading Act**") for being unfair.

Part 2 of the ASIC Act includes a national unfair contract terms regime, whereby a term of a standard-form consumer contract (renewed, varied or entered into from July 2010) or a small business contract (renewed, varied or entered into from 12 November 2016) will be unfair, and therefore void, if:

(a) it causes a significant imbalance in the parties' rights and obligations under the contract;

(b) is not reasonably necessary to protect the supplier's legitimate interests and

(c) it would cause financial or non-financial detriment to a party if it was relied on.

A consumer contract is one with an individual, whose use of what is provided under the contract is wholly or predominantly for personal, domestic or household use or consumption. For contracts:

(a) entered into before 9 November 2023, 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 the upfront price payable under the contract is either:

- $300,000 or less, if the contract has a duration of 12 months or less; or
- $1,000,000 or less if, the contract has a duration of more than 12 months; and

(b) entered into, renewed or varied on or after 9 November 2023, small business contracts include a small business that employs fewer than 100 employees or has a turnover of less than $10,000,000, and the upfront price payable under the contract is $5,000,000 or less.

Under the Victorian 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 and is not reasonably necessary in order to protect the legitimate interests of the party who would be advantaged by the term.

Also on 1 July 2010, Victoria amended its unfair terms regime (contained in Part 2B of the Fair Trading Act) to follow the wording in the national regime. Victoria's unfair terms regime had applied to certain credit contracts since 10 June 2009. The Victorian and/or the national unfair terms regime may apply to the Housing Loans, depending on when the terms of a contract relating to a Housing Loans were entered into. However, the Victorian regime was repealed and ceased to apply to new contracts entered into or renewed after 1 January 2011. From 1 January 2011, the national regime applied across all states and territories.

Housing Loans and Related Security entered into before the application of either the Victorian or the national unfair terms regime will become subject to the national 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 Housing Loan is unfair and therefore void may, depending on the relevant term, affect the timing or amount of principal repayments under the relevant Housing Loan which may in turn affect the timing or amount of interest and principal payments under the Class A-R Notes.

From 9 November 2023, amendments to the national unfair terms regime (outlined in the *Treasury Laws Amendment (More Competition, Better Prices) Act 2022*) took effect to:

(a) expand the class of small business contracts (as noted above);

(b) introduce civil penalties for each contravention of the prohibition on proposing, applying or relying on an unfair contract term in a standard form contract; and

(c) introduce more flexible remedies to allow courts to order additional remedies including further injunctive powers once a term has been declared unfair.

These amendments took effect and apply to all contracts entered into, renewed or varied on or after 9 November 2023.

These amendments may require the Trustee to pay a penalty for breaches of the unfair contract terms regime. The Trustee may also be required to provide compensation for loss or damage suffered as a result of a contravention of the unfair contract terms provisions.

The application of the NCCP Act and/or the unfair contracts terms regime with respect to the Housing Loan may affect the services of an entity, or its ability to collect funds, in relation to these consumer credit arrangements and ultimately this may result in a delay or decrease in the amounts a Noteholder receives.

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

The Anti-Money Laundering and Counter-Terrorism Financing Act ("**AML/CTF Act**") imposes obligations on reporting entities that are intended to assist reporting entities to identify, mitigate and manage the risk that their services will be used to facilitate money laundering or terrorism financing.

Under the AML/CTF Act, a reporting entity is an entity that provides a designated service, which includes:

(a) opening or providing an account, allowing any transaction in relation to an account or receiving instructions to transfer money in and out of such an account;

(b) making loan to a borrower or allowing a transaction to occur in respect of that loan in certain circumstances;

(c) providing a custodial or depository service;

(d) issuing or selling a security in certain circumstances; and

(e) exchanging one currency for another in certain circumstances.

A reporting entity must comply with the obligations contained in the AML/CTF Act. These obligations will include (among other things), enrolment with the Australian Transaction Reports and Analysis Centre (AUSTRAC), maintaining an adequate AML/CTF Program, undertaking customer identification procedures as outlined in the reporting entity's AML/CTF Program before providing a designated service and conducting ongoing due diligence and monitoring in relation to those customers, reporting certain matters to the regulator including suspicious matters and information about international and domestic institutional transfers of funds and maintaining records in accordance with Part 10 of the AML/CTF Act.

AUSTRAC has a broad range of enforcement tools where an entity breaches its obligations under the AML/CTF Act, including commencing civil penalty proceedings in respect of civil penalty provisions, applying for injunctive relief, issuing infringement notices in respect of certain breaches of the AML/CTF Act, issuing remedial directions requiring reporting entities to comply with the AML/CTF Act, requiring

reporting entities to give enforceable undertakings or appointing an external auditor. Reporting entities may incur penalties of up to $31.3 million per breach for contravening provisions under the AML/CTF Act.

The obligations contained in the AML/CTF Act may have an impact on dealings related to the Series Trust.

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 transactions that relate to certain industries within sanctioned jurisdictions and the provision of certain services (including financial services) to sanctioned jurisdictions.

The Trustee and other parties to the Transaction Documents may be subject to Australian sanctions laws. Compliance could affect the services of an entity or the funds it provides and ultimately may result in a delay in the amounts received by a Noteholder.

5.3 The imposition of a withholding tax will reduce payments to Noteholders

If a withholding tax is imposed on payments of interest on the Class A-R Notes, the Class A-R Noteholders will not be entitled to receive grossed-up amounts to compensate for such withholding tax. Thus, the Class A-R Noteholders will receive less interest than is scheduled to be paid on the Class A-R Notes.

5.4 FATCA

The Foreign Account Tax Compliance Act, enacted as part of the U.S. Hiring Incentives to Restore Employment Act of 2010 (together with regulations promulgated thereunder, "**FATCA**") establishes a due diligence, reporting and withholding regime intended to detect U.S. taxpayers who use financial accounts with non-U.S. financial institutions to conceal income and assets from the U.S. Internal Revenue Service ("**IRS**").

FATCA withholding

Under FATCA, a 30% withholding tax may be imposed (i) in respect of certain payments of U.S. source income and (ii) in respect of "foreign passthru payments" (a term which is not yet defined under FATCA), which are, in each case, paid to or in respect of entities that fail to meet certain certification or reporting requirements ("**FATCA withholding**").

A FATCA withholding may be required if (i) an investor does not provide adequate information to the Trustee or any other financial institution through which payments on the Notes are made to determine whether the investor is subject to FATCA withholding or (ii) a "foreign financial institution" ("**FFI**") to or through which payments on the Notes are made is a "non-participating FFI".

FATCA withholding is not expected to apply if Notes are treated as debt for U.S. federal income tax purposes and the payment is made under a grandfathered obligation, generally being 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.

In any event, FATCA withholding is not expected to apply on payments made before the date that is two years after the date on which final regulations defining the term "foreign passthru payment" are filed with the U.S. Federal Register.

Australian IGA

The Australian Government and the U.S. Government signed an intergovernmental agreement with respect to FATCA ("**Australian IGA**") on 28 April 2014. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the Australian IGA ("**Australian IGA Legislation**").

Australian financial institutions which are Reporting Australian Financial Institutions under the Australian IGA must comply with specific due diligence procedures. In general, these procedures seek to identify their account holders (e.g. the Noteholders) and provide the Australian Taxation Office ("**ATO**") with information on financial accounts (for example, the Notes) held by U.S. persons and recalcitrant account holders. The ATO is required to provide such information to the IRS. Consequently, Noteholders may be requested to provide certain information and certifications to the Series Trust, the Trustee and to any other financial institutions through which payments on the Notes are made in order for the Series Trust, the Trustee and such other financial institutions to comply with their FATCA obligations.

A Reporting Australian Financial Institution (which may include the Series Trust) that complies with its obligations under the Australian IGA will not generally be subject to FATCA withholding on amounts it receives, and will not generally be required to deduct FATCA withholding from payments it makes with respect to the Notes, other than in certain prescribed circumstances.

No additional amounts paid as a result of FATCA withholding

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 Trustee as a result of the deduction or withholding. The Trustee (at the direction of the Manager) may determine that the Series 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 Trustee (at the direction of the Manager) determines are necessary to comply with FATCA, the Australian IGA or the Australian IGA Legislation. The Trustee'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 Trustee (at the direction of the Manager) determines are necessary to satisfy such obligations.

FATCA is particularly complex legislation.

Investors should consult their own tax advisers to determine how these rules may apply to them under the Notes.

5.5 Securitisation Regulation Rules

Please refer to the Section 1.24 for further information on the implications of the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules for certain investors in the Class A-R Notes.

5.6 Japanese Risk Retention

Please refer to the Section 1.25 for further information on the implications of the Japanese Due Diligence and Retention Rules for certain investors in the Class A-R Notes.

5.7 Ipso Facto Moratorium

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**"):

- an application for a scheme of arrangement for the purpose of avoiding being wound up in insolvency;
- the appointment of a managing controller (that is, a receiver or other controller with management functions or powers);
- the appointment of an administrator; or

- the appointment of a restructuring practitioner in respect of a company which has liabilities of less than $1 million.

The ipso facto reform imposes a stay or moratorium on the enforcement of certain contractual rights while the company is subject to the Applicable Procedure (the "**stay**") or in other specified circumstances.

In summary:

- Appointment Trigger: Any right which triggers for the reason of any of the Applicable Procedures will not be enforceable.

- Financial Position Protection: Any rights which arise for the reason of adverse changes in the financial position of a company which is subject to any of the Applicable Procedures.

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

    (i) The Corporations Act (as amended by the TLA Act) deems that any contractual provision which is "in substance contrary to" the stay will also be unenforceable.

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

The length of the stay depends on the Applicable Procedure and the type of stay concerned. Generally, the stay would end once the Applicable Procedure has ended, unless extended by the court. The stay may also end later in certain circumstances specified under the relevant provisions for each Applicable Procedure.

The ipso facto reform applies to contracts, agreements or arrangements entered into on or after 1 July 2018. Pre-1 July 2018 contracts, agreements or arrangements that are novated or varied before 1 July 2023 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**") or rights specified in ministerial declarations are not subject to the stay. The Regulations prescribe that, among other things, 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 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 the Class A-R Notes remains uncertain.

5.8 BBSW

Interest rate benchmarks (such as BBSW) 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 Class A-R Notes.

In Australia, examples of reforms that are already effective include the replacement of the Australian Financial Markets Association as BBSW administrator with ASX Benchmarks Pty Limited (ABN 38 616 075 417), 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 Class A-R Notes.

Investors should be aware that the Reserve Bank of Australia ("**RBA**") has recently 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 or 3month BBSW. If one of these or some other alternative methods of calculating the benchmark reference rate for Australian securitisation transactions becomes standard and does not apply to the Class A-R Notes (which currently reference 1-month BBSW), this could have a material adverse effect on the value and/or liquidity of the Class A-R Notes.

The RBA has also amended its criteria for repo eligibility to include a requirement that floating rate notes and marketed asset-backed securities issued on or after 1 December 2022 that reference BBSW must obtain at least one "robust" and "reasonable and fair" fallback rate for BBSW in the event that it permanently ceases to exist, if such securities are to be accepted by the RBA as being eligible collateral for the purposes of any repurchase agreements to be entered into with the RBA. However, issuances of 'refinancing notes' on or after 1 December 2022, whose proceeds are used to repay existing notes first issued before 1 December 2022 from marketed closed-pool ABS trusts are excluded from this requirement for eligibility. The Australian Securitisation Forum published the "ASF Market Guideline on BBSW fallback provisions" on 11 November 2022 (the "**ASF Market Guideline**") for voluntary use in contracts that reference BBSW to assist market participants to meet the requirements of the RBA's updated criteria, with a view to these becoming standardised fallback provisions for BBSW-linked securitisation issuances.

For the purposes of determining payments of interest on the Class A-R Notes, investors should be aware that the conditions of the Class A-R Notes provide for certain fall back arrangements in the event that BBSW cannot be determined which are not in accordance with the ASF Market Guideline. Investors should also be aware that although the Manager needs to have regard to the comparable indices then available, the Manager retains discretion in connection with the determination of the BBSW fall back rate.

In addition, investors should be aware that, in addition to being used for interest calculations, BBSW is also used to determine other payment obligations such as amounts payable by the derivative counterparty under the relevant derivative contract, interest payable to the liquidity facility provider under the liquidity facility and interest payable to the redraw facility provider under the redraw facility, 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 Class A-R Notes. Any such mismatch may lead to shortfalls in cash flows necessary to support payments on Class A-R 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.

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 Class A-R Notes.

5.9 The spread of COVID-19 may adversely affect investors in the Class A-R Notes

While the restrictions designed to stop the spread of COVID-19 have been removed in many countries, the measures taken by governments continue to have residual impacts on local economies and international markets. In Australia, certain sectors continue to recover (at varying rates) from the effects of prolonged restrictions. The long-term impacts of these measures, and whether there will be a need for such measures to be re-instated (across Australia and/or across the world), remains uncertain. The increased credit risk in affected sectors and elevated levels of household financial stress may result in an increase in losses if customers default on their loan obligations and/or higher capital requirements through an increase in the probability of default.

Vaccination rates in OECD economies, including Australia, are generally high. However, the distribution of vaccines globally is uneven and the long-term efficacy of vaccines remains uncertain (particularly

against new variants of the virus). There is a risk that this could prolong COVID-19 and the associated negative economic impacts.

Globally, governments and central banks (including in Australia) introduced fiscal and monetary stimulus packages designed to counter the negative impacts of COVID-19. The unwinding of these stimulatory policies and measures over time presents downside risk to economies, with the potential to exacerbate existing negative effects on businesses and households.

Deterioration of, or instability in Australian and international capital and credit markets, and economies generally, may adversely affect the liquidity, performance and/or market value of asset-backed securities, including the Class A-R Notes.

The circumstances described above have led to an increased level of unemployment and could also lead to job losses or wage reductions which may adversely affect the ability of the borrowers to make timely payments in respect of the Housing Loans. In circumstances where a borrower has difficulties in making the scheduled payments on their loan, the Servicer may elect that the loan be varied on the grounds of hardship (including to defer scheduled payments of principal and interest on the loan for an agreed period). Any failure to make scheduled payments by a borrower, or a variation of the terms of such scheduled payments in respect of a Housing Loan on the grounds of hardship, may affect the ability of the Trustee to make payments, and the timing of those payments, in respect of the Class A-R Notes.

5.10 Turbulence in the financial markets and economy may adversely affect the performance and market value of the Class A-R 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 increased rates of inflation, political instability, declines in business and consumer confidence and increased unemployment, have contributed to volatility in domestic and international markets.

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 asset-backed securities, and reducing the liquidity of mortgage-backed securities generally.

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

6. HOUSING LOANS

6.1 BEN

BEN is a public company registered in Victoria under the Corporations Act. For more than 165 years, the Bank has actively listened and responded to the needs of its customers and their communities.

BEN's history began in 1858 in Bendigo, Victoria by responding to the sudden and rapid wave of migration, establishing the Bendigo Mutual Permanent Land and Building Society to enable housing for thousands of migrants seeking their fortunes. Soon after, in 1877 South Australia's Hindmarsh Building Society was established, founded on the principles that home ownership was the cornerstone of a successful community and that owning a home should be possible for everyone.

Since then, more than 80 different organisations have come together to become Bendigo and Adelaide Bank, an Australian owned, top 100 ASX listed company, with approximately 100,000 shareholders.

BEN employs over 4,500 staff, and has a market capitalisation of over $5.0bn (as at 16 April 2024). As at 31 December 2023, total income for the group was $956.8m for the prior 6 months, with cash earnings of $268.2m over the same period.

BEN is also rated by three main rating agencies and has achieved a rating of A-/A-2 (Stable) from S&P; Baa1/P-2 (Stable) from Moody's; and A-/F2 (Stable) from Fitch.

BEN's purpose is to feed into prosperity, not off it and its reach comprises a national network of proprietary and Community Bank owned branches, joint ventures, partner distribution networks, a range of digital offerings and wealth products for senior Australians.

As at 31 December 2023, consolidated total assets totalled $99.5bn. BEN's unique status as Australia's only regional based bank and its commitment to quality service and product competition throughout both urban and rural areas, together with its vast distribution model, is responsible for BEN's success.

Bendigo and Adelaide Bank's network of brands provide a wide range of products and services, including personal and business banking, financial planning, commercial mortgages and unsecured loans, and wealth management through investment products, insurance and superannuation delivered through 444 branches (as at 30 June 2023), online servicing or via third party distribution partners.

6.2 Description of the Assets of the Series Trust and Housing Loan Features

For information on the Assets of the Series Trust and Housing Loan types and features, please see Section 6.2 ("Description of the Assets of the Series Trust") to Section 6.3 ("Housing Loan Types, Housing Loan Features and Additional Features") of the Base Information Memorandum.

6.2.1 Representations, Warranties and Eligibility Criteria

BEN made various representations and warranties to the Trustee in respect of the Housing Loans equitably assigned by BEN to the Trustee under Section 6.2.4 ("Representations, Warranties and Eligibility Criteria") of the Base Information Memorandum as of the Cut-Off Date.

As at the date of this Supplemental Information Memorandum, the Manager is not aware of any representation or warranty made by BEN referred to in Section 6.2.4 ("Representations, Warranties and Eligibility Criteria") of the Base Information Memorandum being breached in respect of any of the Housing Loans since the Cut-Off Date.

6.3 Origination of Housing Loans

For information on the origination of Housing Loans, please see Sections 6.4 ("Origination of Housing Loans") of the Base Information Memorandum.

6.4 Servicing of the Housing Loans

6.4.1 The Servicer

For information on the appointment, obligations, powers and undertakings of the Servicer, please see Section 6.5 ("Servicing of the Housing Loans") of the Base Information Memorandum.

6.4.2 Administer Interest Rates

The Servicer must set the interest rates to be charged on the variable rate Housing Loans and the monthly instalment to be paid in relation to each Housing Loan. Subject to the next paragraph, while BEN is the Servicer, it must charge the same interest rates on the variable rate Housing Loans in the pool as it does for Housing Loans of the same product type which have not been assigned to the Trustee.

If at any time:

(a) the Basis Swap has terminated while any Notes are outstanding then, unless the Trustee has entered into a replacement Basis Swap or other arrangements in respect of which the Manager has issued a Ratings Affirmation Notice; or

(b) the Seller does not have the Required Rating at that time,

then:

(c) the Servicer must, subject to applicable laws, adjust the rates at which interest off-set benefits are calculated under the Interest Off-Set Accounts to rates which produce an amount of income which is sufficient to ensure that the Trustee has sufficient funds to comply with its obligations under the Transaction Documents as they fall due. If rates at which such interest off-set benefits are calculated have been reduced to zero and the amount of income produced by the reduction of the rates on the Interest Off-Set Accounts is not sufficient, the Servicer must ensure that the weighted average of the variable rates charged on the Housing Loans is sufficient, subject to applicable laws, including the National Consumer Protection Laws (to the extent applicable), assuming that all relevant parties comply with their obligations under the Housing Loans and the Transaction Documents, to ensure that Trustee has sufficient funds to comply with its obligations under the Transaction Documents as they fall due; and

(d) the Seller will pay to the Trustee:

(i) if the Seller has the Required Rating at that time, by no later than the Distribution Date immediately following the Monthly Period during which the Basis Swap terminates an amount equal to the aggregate incremental amount of interest that would otherwise be payable by Mortgagors in respect of the Housing Loans during the 30 day period immediately following the date of termination of the Basis Swap if all interest off-set benefits under the Interest Off-Set Accounts were withdrawn at all times during that 30 day period; or

(ii) if the Seller does not have a Required Rating at that time, by no later than 2 Business Days after the Seller ceases to have the Required Rating, an amount equal to the aggregate incremental amount of interest that would otherwise be payable by Mortgagors in respect of the Housing Loans during the 30 day period immediately following the date the Seller ceases to have the Required Rating if all interest off-set benefits under the Interest Off-Set Accounts were withdrawn at all times during that 30 day period.

6.4.3 Collections

The Servicer will receive Collections on the Housing Loans from borrowers. The Collections Account is permitted to be maintained with the Servicer if:

(a) the Servicer is an Eligible Depository; or

(b) the Servicer is not an Eligible Depository but the Servicer's obligations are supported by a Servicer Standby Guarantee or the Manager has issued a Ratings Affirmation Notice in relation to the Collections Account being held with the Servicer.

The Servicer may retain the Collections until 10:00 am on the day which is 1 Business Day before the Distribution Date following the end of the Monthly Period, when it must at that time deposit such Collections into the Collections Account.

If Collections are retained by the Servicer for any period of time after their receipt, the Servicer must pay interest in respect of those Collections at the prevailing market rate agreed between the Servicer and the Manager from time to time for the period commencing on (and including) the date on which those Collections are received and ending on (and including) the date on which those Collections are paid or credited to the Collections Account. Such interest must be paid by no later than 10.00am on the day which is 1 Business Day before the Distribution Date following the end of the relevant Monthly Period. However, such interest is not payable if:

(a) the Manager determines on the immediately preceding Determination Date that an amount is to be paid to the Income Unitholder on the following Distribution Date as described in Section7.4.6 (“Calculation and of the Base Information Memorandum; and

(b) an Insolvency Event does not exist in relation to the Servicer.

6.4.4 Collections and Enforcement

Pursuant to the terms of the Housing Loans, borrowers must make the minimum repayment due under their Housing Loan. This payment must be made on or prior to each monthly payment due date.

Borrowers may make their repayments by various methods including branch, postal or electronic means. Any number of payments can be made during each month so long as the minimum contractual repayment amount due is met on or before the repayment due date. All repayments are credited to a borrower's account on the day of receipt.

Under the terms of the Housing Loan, a borrower's repayments can exceed the minimum contractual repayment amount. These surplus repayments (advance position) can be used to meet subsequent repayment amounts should the borrower fail to pay on the applicable due date. A loan will only be classed as "in arrears" if the borrower fails to meet their minimum contractual repayment amount and there is an insufficient advance position from which the repayment may be made.

The monitoring and actioning of Housing Loans in arrears, collection of monies owing and enforcement of security is controlled by BEN’s Mortgage Help department.

Mortgage Help follows a structured process to ensure its rights are maintained in accordance with legal and regulatory requirements.

BEN reports all actions that it takes on overdue Housing Loans to the relevant Mortgage Insurer where required in accordance with the terms of the policies.

Where a repayment is not made by the contractual instalment due date, or only a partial payment is received leaving more than $50.00 in arrears, the account will enter the Collection System. Customers’ early day arrears will be managed via one of two processes subject to the availability of telephone information.

The “Standard Practice” (no suitable phone numbers on record)

Should the arrears situation continue for 5 days, the Collection System will generate a reminder letter to the borrower. If, after a further 6 days (10 days in arrears / over limit) the account is still in arrears, Mortgage Help will attempt telephone contact with the borrower. If the borrower advises that they cannot make the full payment, BEN will seek to enter into an arrangement to clear the arrears on terms deemed commercially acceptable to the Bank. This will be consistent with the Banking Code of Practice 2020 and BEN’s Financial Difficulty obligations under the NCCP Act.

If contact by telephone is unsuccessful, Mortgage Help will generate a letter requesting full payment of the arrears or for the borrower to contact BEN upon receipt.

The "Digital Automation Process"

Should the arrears situation continue for 4 days the following time table will occur:

- An SMS reminder to customer of the arrears amount will be provided with a promise to pay option response provided or a transfer call option directly to Mortgage Help provided.
- Should the arrears situation continue for 8 days, an SMS reminder to customer of the arrears amount will be provided with a promise to pay option response provided or a transfer call option directly to Mortgage Help.
- Should the arrears situation continue and subject to the customers risk grading the customer will be contacted at either day 9,10 or 11 via an interactive voice recording reminder to the customer of the arrears amount and will be provided with a promise to pay option response provided or a transfer call option directly to Mortgage Help.
- Should the arrears situation continue for 16 days, an SMS reminder to customer of the arrears amount will be provided with a promise to pay option response provided or a transfer call option directly to Mortgage Help.
- Should the arrears situation continue and subject to the customers risk grading the customer will be contacted at either day 17,18 or 19 via an interactive voice recording reminder to the customer of the arrears amount and will be provided with a promise to pay option response provided or a transfer call option directly to Mortgage Help.
- Should the arrears situation continue for 24 days, an SMS reminder to customer of the arrears amount will be provided with a promise to pay option response provided or a transfer call option directly to Mortgage Help.
- Should the arrears situation continue and subject to the customers risk grading the customer will be contacted at either day 25, 26,27 or 28 via an interactive voice recording reminder to the customer of the arrears amount and will be provided with a promise to pay option response provided or a transfer call option directly to Mortgage Help.
- Should the arrears situation continue post day 30, the account will be transferred back to Mortgage Help Centre. The action on these accounts post digital engagement will form part of Mortgage Help Centres Business as Usual.

Where the borrower subsequently fails to contact BEN or make some or all of the required repayment without adequate explanation, a Section 88 notice of default will be issued. From a regulatory perspective, the borrower is given a 30 day period to comply with the notice. At the expiry of this period, and in the absence of satisfactory borrower circumstances, enforcement proceedings will commence.

The mortgagee's ability to exercise its power of sale on the security property is dependent upon the statutory requirements of the relevant state or territory. A dedicated team within Mortgage Help is responsible for the recovery process and works closely with BEN's panel solicitors to obtain judgement and make application for possession from the applicable court. Once BEN has obtained a possession order in relation to the security property the recoveries team work in conjunction with an external property agent to prepare and manage the sale of the security property.

If a shortfall is realised at settlement and a mortgage insurance policy is held, the recoveries team will then submit the claim for payment with the relevant LMI provider.

7. CASH FLOW ALLOCATION METHODOLOGY

All amounts received by the Trustee will be allocated by the Manager and paid in accordance with the cashflow allocation methodology described in Section 7 ("Cashflow Allocation Methodology") of the Base Information Memorandum.

7.1 Excess Revenue Reserve Draw Total Expenses

Please see Section 7.4.2 ("Gross Liquidity Shortfall and Calculation of Adjusted Investor Revenue") of the Base Information Memorandum for a description of the making of Excess Revenue Reserve Draw Total Expenses.

As at the Preparation Date, the Manager confirms that no Excess Revenue Reserve Draw Total Expenses have been requested or made since the Closing Date.

7.2 Principal Draw

Please see Section 7.4.3 ("Net Liquidity Shortfall") of the Base Information Memorandum for a description of the making of Principal Draws.

As at the Preparation Date, the Manager confirms that there are no unreimbursed Principal Draws.

7.3 Liquidity Draws

Please see Section 7.4.4 ("Remaining Net Liquidity Shortfall") of the Base Information Memorandum for a description of the making of Liquidity Draws.

As at the Preparation Date, the Manager confirms that no Liquidity Draws have been requested or made since the Closing Date.

7.4 Allocation of Charge-offs

Please see Section 7.6 ("Charge-Offs") of the Base Information Memorandum for a description of the making of the allocation of Charge-Offs.

As at the Preparation Date, the Manager confirms that no Charge-Offs have been allocated to any of the Notes (as defined in the Base Information Memorandum) since the Closing Date.

8. THE MORTGAGE INSURANCE POLICIES

For details on the mortgage insurance policies please see Section 8.1 ("General") to Section 8.3 ("Genworth Master Policy - BEN") of the Base Information Memorandum.

8.1 The Mortgage Insurers

QBE Lenders' Mortgage Insurance Limited

QBE Lenders' Mortgage Insurance Limited (ABN 70 000 511 071) is an Australian public company registered in New South Wales and limited by shares. QBE Lenders' Mortgage Insurance Limited's principal activity is lenders' mortgage insurance which it has provided in Australia since 1965.

QBE Lenders' Mortgage Insurance Limited's parent is QBE Holdings (AAP) Pty Limited ABN 26 000 005 881, a subsidiary of the ultimate parent company, QBE Insurance Group Limited ABN 28 008 485 014 ("**QBE Group**"). QBE Group is an Australian-based public company listed on the Australian Securities Exchange. QBE Group is recognised as Australia's largest international general insurance and reinsurance company based on market capitalisation and is one of the world's largest general insurers and reinsurers with insurance activities in 27 countries.

As of 31 December 2023, the audited financial statements of QBE Lenders' Mortgage Insurance Limited had total assets of A$1,379 million and shareholder's equity of A$547 million. The business address of QBE Lenders' Mortgage Insurance Limited is Level 18, 388 George Street, Sydney, New South Wales, Australia, 2000.

Helia Insurance Pty Limited

Helia Insurance Pty Limited ACN 106 974 305 (formerly Genworth Financial Mortgage Insurance Pty Limited) ("**Helia**") is a proprietary company registered in Victoria and limited by shares. Helia's principal activity is the provision of lenders mortgage insurance which it, and predecessor businesses, have provided in Australia since 1965.

Helia's parent company is Helia Group Limited ACN 154 890 730, which is a public company listed on the Australian Securities Exchange and registered in Victoria.

The business address of Helia is Level 26, 101 Miller Street, North Sydney, New South Wales, 2060, Australia.

9. SUPPORT FACILITIES AND SECURITY TRUST DEED

For a description of the Support Facilities and Security Trust Deed, please see Section 9 ("Support Facilities and Security Trust Deed") of the Base Information Memorandum.

10. THE SERIES TRUST

For a description of the Series Trust and the roles of the Trustee, the Manager and the Servicer, please see Section 10 ("The Series Trust") of the Base Information Memorandum.

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11. DOCUMENT CUSTODY

For a description of the custody of the underlying Housing Loans, please see Section 11 ("Document Custody") of the Base Information Memorandum.

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12. AUSTRALIAN TAXATION CONSIDERATIONS

The following is a summary of certain Australian tax consequences under the Tax Act, the Taxation Administration Act 1953 of Australia and any relevant rulings, judicial decisions or administrative practice, at the date of this Supplemental Information Memorandum in respect of the purchase, ownership and disposition of the Class A-R Notes by Class A-R Noteholders who purchase the Class A-R Notes on original issuance at the stated offering price and hold the Class A-R Notes on capital account. This summary represents aspects of Australian taxation law and the administrative practice of the Australian Tax Office as in effect on the date of this Supplemental Information Memorandum and may be subject to change, possibly with retrospective effect. Therefore, this summary should be treated with appropriate caution.

This summary is not exhaustive and does not deal with the position of all classes of Class A-R Noteholders (including dealers in securities, custodians or other third parties who hold Class A-R Notes on behalf of any Class A-R Noteholders). Prospective Class A-R Noteholders should consult their professional advisors on the tax implications of an investment in the Class A-R Notes for their particular circumstances. In addition, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Class A-R Notes through the Austraclear system, The Depository Trust Company, Euroclear, Clearstream, Luxembourg or another clearing system.

Neither the Trustee nor the Manager accepts any responsibility, or makes any representation, as to the tax consequences of investing in the Class A-R Notes.

12.1 Interest Withholding Tax

Payments of interest (as defined in section 128A(1AB) of the Australian Tax Act) to a Class A-R Noteholder who is a non-resident of Australia and who, during the taxable year, does not hold the Class A-R Notes in carrying on business at or through a permanent establishment in Australia, or an Australian resident who holds the Class A-R Notes in carrying on a business outside Australia, will be subject to Australian interest withholding tax under Division 11A of Part III of the Tax Act ("**Australian IWT**") at the rate of 10% of the gross amount of interest paid to such Class A-R Noteholders, unless an exemption is available.

An exemption from Australian IWT is available in respect of interest that is paid on the Class A-R Notes issued by the Trustee under section 128F of the Tax Act, if the following conditions are met:

(a) the Trustee is a company as defined in section 128F(9) (which includes certain companies acting as a trustee) and a resident of Australia when it issues those Class A-R Notes (which must be characterised as either "debt interests" or as "debentures" for the purposes of s128F, and not as an equity interest) and when interest (as defined in section 128A(1AB) of the Tax Act) is paid. Interest is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts;

(b) those Class A-R Notes are debentures and not equity interests, and are issued in a manner which satisfies the public offer test outlined in section 128F of the Tax Act. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Trustee is offering those Class A-R Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated financiers, securities dealers or entities that carry on the business of investing in securities;
- offers to 100 or more investors of a certain type;
- offers of listed Class A-R Notes;
- offers via publicly available information sources; and
- offers to a dealer, manager or underwriter who offers to sell those Class A-R Notes within 30 days by one of the preceding methods.

(c) the Trustee does not know, or have reasonable grounds to suspect, at the time of issue, that those Class A-R Notes or interests in those Class A-R Notes were being, or would later be, acquired, directly or indirectly, by an "associate" of the Trustee (as defined in section 128F(9) of the Tax Act), except as permitted by section 128F(5) of the Tax Act; and

(d) at the time of the payment of interest, the Trustee does not know, or have reasonable grounds to suspect, that the payee is an "associate" of the Trustee (as defined in section 128F(9) of the Tax Act), except as permitted by section 128F(6) of the Tax Act.

Associates

(a) Since the Trustee is a trustee of the Series Trust, the entities that are associates of the Trustee for the purposes of section 128F of the Tax Act include:

- any entity that benefits, or is capable of benefiting, under the Series Trust ("**Beneficiary**"), either directly or through any interposed entities; and
- any entity that is an associate of a company Beneficiary. An associate of a company Beneficiary for these purposes includes (i) a person or entity which 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) the 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 which is an "associate" of another person or company which is an "associate" of the Beneficiary under (i) above.

(b) However, the following are permitted associates for the purposes of the tests in section 128F(5) and 128F(6) of the Tax Act:

(i) onshore associates (i.e. Australian resident associates who do not acquire or receive any payments under the Class A-R Notes in the course of carrying on business at or through a permanent establishment outside Australia and non-resident associates who acquire or receive any payments under the Class A-R Notes in the course of carrying on business at or through a permanent establishment in Australia); or

(ii) offshore associates (i.e. Australian resident associates who acquire or receive any payments under the Class A-R Notes in the course of carrying on business at or through a permanent establishment outside Australia and non-resident associates who do not acquire or receive any payments under the Class A-R Notes in the course of carrying on business at or through a permanent establishment in Australia) who are acting in the capacity of:

(A) in the case of section 128F(5), a dealer, manager or underwriter in relation to the placement of the relevant Class A-R Notes or a clearing house, custodian, funds manager or responsible entity of a registered scheme; or

(B) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

12.2 Compliance with section 128F of the Tax Act

The Trustee intends to issue the Class A-R Notes in a manner which will satisfy the requirements of section 128F of the Tax Act.

12.3 Tax Treaties

The Australian government has signed a number of new or amended double tax conventions with a number of countries (each, a **Specified Country**) which contain certain exemptions from IWT (**New Treaties**).

Broadly, the New Treaties effectively prevent interest withholding tax applying to interest derived by:

(a) the government of the relevant Specified Country and certain governmental authorities and agency in the Specified Country; and

(b) a "financial institution" resident in a Specified Country which is unrelated to and dealing wholly independently with the Trustee. The term "financial institution" refers to either a bank or any other 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 this exemption.

Specified Countries include the United States, the United Kingdom, Germany, France, Finland, Norway, Japan, New Zealand, South Africa, Switzerland and Iceland.

The Australian Federal Treasury maintains a listing of Australia's double tax conventions which is available to the public on the Federal Treasury Department's website.

12.4 Payment of additional amounts

Despite the fact that the Class A-R Notes are intended to be issued in a manner which will satisfy the requirements of section 128F of the Tax Act, as set out in more detail elsewhere in this Supplemental Information Memorandum, if the Trustee is at any time compelled or authorised by law to deduct or withhold an amount in respect of any Australian IWT imposed or levied by the Commonwealth of Australia in respect of the Class A-R Notes, the Trustee is not obliged to pay any additional amounts to the Class A-R Noteholders of the Class A-R Notes in respect of such deduction or withholding.

12.5 Other Tax Matters

Under Australian laws as presently in effect:

(a) *income tax - Class A-R Noteholders that are non-residents of Australia for tax purposes*- assuming the requirements of section 128F of the Tax Act are satisfied with respect to the Class A-R Notes, payments of principal and interest to a Class A-R Noteholder, who is a non-resident of Australia and who, during the taxable year, does not hold the relevant Class A-R Notes in the course of carrying on business at or through a permanent establishment in Australia, will be not subject to IWT; and

(b) *income tax - Australian Offered Noteholders* - Australian residents or non-Australian residents who hold the Class A-R Notes in the course of carrying on business at or through a permanent establishment in Australia ("**Australian Offered Noteholders**"), will be assessable for Australian tax purposes on income either received or accrued due to them in respect of the Class A-R Notes. Whether income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Class A-R Noteholder (including whether they are taxed under Taxation of Financial Arrangements Regime) and the terms and conditions of the Class A-R Notes. Special rules apply to the taxation of Australian residents who hold the Class A-R Notes in the course of carrying on business at or through a permanent establishment outside Australia which vary depending on the country in which that permanent establishment is located; and

(c) *gains on disposal of Class A-R Notes - Class A-R Noteholders that are non-residents of Australia for tax purposes* - a Class A-R Noteholder who is a non-resident of Australia, will not be subject to Australian income tax on gains realised during that year on sale or redemption of the Class A-R Notes, provided such gains do not have an Australian source, or, where the non-resident Class A-R Noteholder is located in a country with which Australia has concluded a double tax convention, those Class A-R Notes are not held, and the sale and disposal of the Class A-R Notes does not occur, as part of a business carried on at or through a permanent establishment in Australia. A gain arising on the sale of Class A-R Notes by a non-Australian resident Class A-R Noteholder to another non-Australian resident where the Class A-R Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia should not be regarded as having an Australian source; and

(d) *gains on disposal of Class A-R Notes - Australian Offered Noteholders* - Australian Offered Noteholders will be required to include any gain or loss on disposal of the Class A-R Notes in their taxable income. Special rules apply to the taxation of Australian residents who hold the Class A-R Notes in the course of carrying on business at or through a permanent establishment outside Australia which vary depending on the country in which that permanent establishment is located; and

(e) *deemed interest* - there are specific rules that can apply to treat a portion of the purchase price of Class A-R Notes as interest for Australian IWT purposes when certain Class A-R 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 Offered Noteholder. These rules do not apply in circumstances where the deemed interest would have been exempt under section 128F of the Tax Act if the Class A-R Notes had been held to maturity by a non-resident.

If the Class A-R Notes are not issued at a discount and do not have a maturity premium, these rules should not apply to the Class A-R Notes.

(f) *death duties* – no Class A-R 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;

(g) *stamp duty and other taxes* - no ad valorem stamp duty or issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Class A-R Notes;

(h) *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, (in certain circumstances) an Australian Business Number ("**ABN**") or proof of some other exception (as appropriate).

Such withholding should not apply to payments to a Class A-R Noteholder of Class A-R Notes in registered form who is not a resident of Australia and not holding those Class A-R Notes in carrying on business at or through a permanent establishment in Australia.

The rate of withholding is currently set at 47%;

(i) *additional withholdings from certain payments to non-residents* - the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current Australian IWT rules or specifically exempt from those rules). 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 possible application of any future regulations to the proceeds of any sale of the Class A-R Notes will need to be monitored;

(j) *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring the Trustee to deduct from any payment to a Class A-R Noteholder of the Class A-R Notes any amount in respect of Australian tax payable by the Class A-R Noteholder. If the Trustee is served with such a direction, then the Trustee will comply with that direction and make any deduction required by that direction;

(k) *supply withholding tax* - payments in respect of the Class A-R Notes can be made free and clear of any "supply withholding tax"; and

(l) *goods and services tax (GST)* - neither the issue nor receipt of the Class A-R Notes will give rise to a liability for GST in Australia on the basis that the supply of Class A-R Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber who is not an Australian resident) a GST-free supply. Furthermore, neither the payment of principal or interest by the Trustee, nor the disposal of the Class A-R Notes, would give rise to any GST liability in Australia.

12.6 Taxation of trusts

The former Australian Government had proposed to amend the rules relating to the taxation of trusts in Division 6 of Part III of the Tax Act. No draft legislation has been released to date. It is not currently expected that the outcome of any Government reform to the taxation of trusts should adversely affect the tax treatment of the Series Trust, however, any proposed changes should be monitored.

On 5 May 2016, the *Tax Laws Amendment (New Tax System for Managed Investment Trusts) Act 2016* received Royal Assent (the "**AMIT Act**"). The AMIT Act introduced a new managed investment trust regime with effect from 1 July 2016. These amendments only apply to qualifying attribution managed investment trusts ("**AMIT**"). On the basis of the character of the unitholder of the Series Trust, it is not expected that the Series Trust would qualify as an AMIT.

The AMIT Act also amended the definition of exempt entities for the purpose of identifying a public unit trust for the purposes of Division 6C of the Tax Act with effect from 1 July 2016 (and repealed Division 6B). Neither of these changes should adversely affect the Trust.

13. SELLING RESTRICTIONS

13.1 Subscription

Pursuant to the Dealer Agreement, the Lead Manager has agreed to use reasonable endeavours to market the Issue to potential investors. The Manager has agreed to reimburse the Lead Manager for certain expenses in connection with the issue of the Class A-R Notes.

13.2 General

Pursuant to the Dealer Agreement, the Lead Manager agrees that it has not and will not directly or indirectly offer for subscription or purchase, or issue invitations to subscribe for or buy, or sell or deliver the Class A-R Notes comprised within the Issue in any jurisdiction outside Australia unless the offer, invitation, sale or delivery is made in compliance with all applicable laws in the applicable jurisdiction.

13.3 Australia

Pursuant to the Dealer Agreement, the Lead Manager understands that:

(a) no disclosure document in relation to the Class A-R Notes has been or will be lodged with, or registered by, the Australian Securities and Investments Commission ("**ASIC**"); and

(b) no action has been taken or will be taken which would permit a public offering of the Class A-R Notes comprised within the Issue or possession or distribution of this Supplemental Information Memorandum or any other offering material, or any other material issued by or on behalf of the Manager, the Sponsor or the Trustee, in relation to the Class A-R Notes comprised within the Issue in any country or jurisdiction where action for that purpose is required.

Pursuant to the Dealer Agreement, the Lead Manager agrees that:

(c) it has not and will not offer directly or indirectly for issue, or invite applications for the issue of the Class A-R Note or offer the Class A-R Notes for sale or invite offers to purchase the Class A-R to a person, where the offer or invitation is received by that person in Australia, unless the offer, invitation, sale or delivery is made in compliance with all applicable laws in the applicable jurisdiction and:

(i) either (x) the minimum aggregate consideration payable by each offeree or invitee on acceptance of the offer is at least $500,000 (or its equivalent in an alternate currency) (disregarding moneys lent by the offeror or its associates) or (y) the offer is to a professional investor for the purposes of section 708 of the Corporations Act, or (z) the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act;

(ii) the offer, invitation or issue is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;

(iii) the offer or invitation satisfies all applicable laws and directions and does not require any document to be lodged with, or registered by, ASIC; and

(d) it is not authorised to make, and will not make, any representation or use any information in connection with the issue, subscription and sale of the Class A-R Notes, other than information on the public record or information contained in any Authorised Statement.

13.4 New Zealand

The Lead Manager represents and agrees that it:

(a) has not offered or sold, and will not offer or sell, directly or indirectly, the Class A-R Notes; and

(b) has not distributed and will not distribute, directly or indirectly, any offering materials or advertisement in relation to any offer of the Class A-R Notes,

in each case in New Zealand other than:

(c) to persons who are 'wholesale investors' as that term is defined in clause 3(2)(a), (c) and (d) of Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand ("**FMCA**"), being a person who is:

(i) an "investment business";

(ii) "large"; or

(iii) a "government agency";

in each case as defined in Schedule 1 to the FMCA; or

(d) in other circumstances where there is no contravention of the FMCA, provided that (without limiting paragraph (c) above) the Class A-R Notes may not be offered or transferred to any "eligible investors" (as defined in the FMCA) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMCA.

In addition, no person may distribute any offering material or advertisement (as defined in the FMCA) in relation to the Class A-R Class A-R Notes in New Zealand other than to such permitted persons as referred to in the paragraphs above.

13.5 United States of America

The Lead Manager represents and agrees that:

(a) it acknowledges that the Class A-R Notes have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**"), and the Trustee 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 the Class A-R 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) it has offered and sold the Class A-R Notes, and will offer and sell the Class A-R Notes:

(i) as part of its distribution at any time; and

(ii) otherwise until 40 days after the later of the commencement of the offering and the Class A-R Issue Date,

only in accordance with Rule 903 of Regulation S.

Accordingly, neither it, its affiliates nor any other persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Class A-R Notes, and it and they have complied and will comply with the offering restriction requirements of Regulation S;

(c) at or prior to confirmation of the sale of the Class A-R Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases the Class A-R Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the US Securities Act of 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, US persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Class A-R Issue 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."

(d) it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of the Class A-R 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 Trustee and the Manager; and

(e) with respect to the Class A-R Notes issued in accordance with US Treas. Reg. § 1.163-(5)(c)(2)(i)(D) (or substantially identical successor provisions) (the "**D Rules**"):

(i) except to the extent permitted under the D Rules:

(A) it has not offered or sold, and until 40 days after the later of the commencement of the offering and the Class A-R Issue Date (the "**restricted period**") will not offer or sell, the Class A-R Notes to a person who is within the United States or its possessions or to a United States person; and

(B) it has not delivered and will not deliver within the United States or its possessions definitive the Class A-R Notes that are sold during the restricted period;

(ii) it has, and throughout the restricted period will have, in effect procedures reasonably designed to ensure that its employees or agents who directly engage in selling the Class A-R Notes are aware that the Class A-R Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;

(iii) if it is a United States person, it is acquiring the Class A-R Notes for purposes of resale in connection with their original issue and if it retains the Class A-R Notes for its own account, it will only do so in accordance with the requirements of US Treas. Reg. § 1.163-5(c)(2)(i)(D)(6); and

(iv) with respect to each affiliate that acquires from the Class A-R Notes in bearer form for the purpose of offering or selling the Class A-R Notes during the restricted period, such the Lead Manager either:

(A) repeats and confirms the representations and agreements contained in sub-paragraphs (i), (ii) and (iii) above on behalf of such affiliate; or

(B) agrees that it will obtain from such affiliate for the Trustee's benefit the representations and agreements contained in sub-paragraphs (i), (ii) and (iii) above.

Terms used in paragraphs (a), (b) and (c) have the meanings given to them by Regulation S.

Terms used in paragraph (e) have the meanings given to them by the US Internal Revenue Code and regulations thereunder, including the D Rules.

13.6 European Economic Area

The Lead Manager represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the Class A-R Notes to any EEA Retail Investor in the European Economic Area. For the purposes of this provision:

(a) the expression "EEA 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 MiFID II;

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), 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 Regulation (EU) 2017/1129 (as amended) (the "**Prospectus Regulation**")); 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 Class A-R Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Class A-R Notes.

13.7 United Kingdom

Prohibition of sales to UK Retail Investors

The Lead Manager represents, warrants and agrees that, in relation to the Class A-R Notes, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the Class A-R Notes to any UK Retail Investor in the United Kingdom. For the purposes of this provision:

(a) the expression "UK Retail Investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended) ("**EUWA**");

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended) ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) no 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 (as amended) as it forms part of the domestic law by virtue of the EUWA ("**UK Prospectus Regulation**"); 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 Class A-R Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Class A-R Notes.

Other regulatory restrictions

The Lead Manager represents, warrants and agrees that:

(a) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Class A-R Notes in, from or otherwise involving the United Kingdom; and

(b) 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 FSMA) received by it in connection with the issue or sale of the Class A-R Notes in circumstances in which section 21(1) of FSMA does not apply to the Manager or the Trustee or would not, if the Manager or the Trustee (as applicable) was not an authorised person, apply to the Manager or the Trustee (as applicable).

13.8 Singapore

The Lead Manager acknowledges that this Supplemental Information Memorandum has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Lead Manager represents and agrees that it will not offer, sell, deliver or transfer the Class A-R Notes nor make the Class A-R Notes the subject of an invitation for subscription or purchase, nor will this Supplemental Information Memorandum or any other document, relevant supplement, advertisement or other offering material in connection with the offer or sale, delivery or transfer, or an invitation for subscription or purchase, of the Class A-R Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than:

(a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA; or

(b) to an accredited investor (as defined in section 4A of the SFA) pursuant and in accordance with the conditions specified in section 275 of the SFA.

13.9 Hong Kong

The Lead Manager represents, warrants and agrees that it:

(a) It has not offered or sold and will not offer or sell in the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), by means of any document, the Class A-R Notes other than:

(i) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (as amended) ("**Securities and Futures Ordinance**"), and any rules made under the Securities and Futures Ordinance; or

(ii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (as amended) ("**CWMO**") or which do not constitute an offer to the public within the meaning of the CWMO; 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, offering material or document relating to the Class A-R Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong), other than with respect to the Class A-R 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 Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance.

13.10 Japan

The Lead Manager acknowledges that the Class A-R Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) ("**Financial Instruments and Exchange Act**").

Accordingly, the Lead Manager represents, warrants and agrees that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell the Class A-R Notes in Japan or to, or for the account or benefit of, any Japanese Person, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or 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 ministerial guidelines of Japan.

For the purposes of this paragraph, "Japanese Person" means a "resident" of Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as

amended). Any branch or office in Japan of a non-resident will be deemed to be a resident irrespective of whether such branch office has the power to represent such non-resident.

The Trustee has no responsibility to ensure compliance by the Lead Manager with the selling restrictions.

14. TRANSACTION DOCUMENTS AVAILABLE FOR INSPECTION

The following documents (and any amendments to them) will be available for inspection by Noteholders and bona fide prospective Noteholders during business hours at the offices of NAB. However, any person wishing to inspect these documents must first enter into an agreement with NAB, in a form acceptable to NAB, not to disclose the contents of these documents without its prior written consent:

Master Trust Deed	A Master Trust Deed dated 9 June 1998 between AB Management Pty Ltd and Perpetual Trustee Company Limited, as amended.
Notice of Creation of Series Trust	A Notice of Creation of Series Trust dated 13 May 2019 by Perpetual Trustee Company Limited.
Series Supplement	A TORRENS Series 2019-1 Trust Series Supplement dated 7 June 2019 between BEN, AB Management Pty Ltd and Perpetual Trustee Company Limited.
Security Trust Deed	A Security Trust Deed dated 13 May 2019 between Perpetual Trustee Company Limited as trustee of the Series Trust, P.T. Limited and AB Management Pty Ltd.
Hedge Agreement	An ISDA Master Agreement dated 7 June 2019 between BEN, National Australia Bank Limited, Perpetual Trustee Company Limited as trustee of the Series Trust and AB Management Pty Ltd.
Redraw Facility Agreement	A Redraw Facility Agreement dated 7 June 2019 between BEN, Perpetual Trustee Company Limited as trustee of the Series Trust and AB Management Pty Ltd.
Liquidity Facility Agreement	A Liquidity Facility Agreement dated 7 June 2019 between BEN, Perpetual Trustee Company Limited as trustee of the Series Trust and AB Management Pty Ltd.
Class A-R Notes Dealer Agreement	A Dealer Agreement dated 31 May 2024 between BEN, Perpetual Trustee Company Limited as trustee of the Series Trust, AB Management Pty Ltd and NAB.

ANNEXURE 1 - DETAILS OF THE HOUSING LOAN POOL

The data set out in this section has been produced on the basis of the information available in respect of the pool of Housing Loans as at 31 March 2024.

Summary of Portfolio

Number Of Housing Loans:	1,355
Housing Loan Pool Size:	$244,091,993.51
Average Housing Loan Balance:	$180,141.69
Maximum Housing Loan Balance:	$847,415.31
Minimum Housing Loan Balance:	1.04
Loan Seasoning / Term to Maturity	
Maximum Remaining Term to Maturity in months	325
Weighted Average Remaining Term to Maturity in months	240
Weighted Average Seasoning in months	109
Loan-to-Value Ratio (LVR)	
Maximum Current LVR	82.00%
Weighted Average Original LVR	68.00%
Weighted Average Current LVR	39.75%
Weighted Average Fixed Rate	4.17%
Weighted Average Variable Rate	6.85%
Weighted Average Rate	6.31%

Summary of Year of Origination

Year Of Origination	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Loans Prior to 2000	-	-	0.00%	-	0.00%
2000	1	35,490.50	10.00%	35,490.50	0.01%
2001	6	171,393.46	22.27%	28,565.58	0.07%
2002	5	308,879.32	26.43%	61,775.86	0.13%
2003	14	678,565.57	21.31%	48,468.97	0.28%
2004	16	1,216,755.18	20.83%	76,047.20	0.50%
2005	34	2,307,392.99	29.88%	67,864.50	0.95%
2006	87	9,476,502.75	32.03%	108,925.32	3.88%
2007	97	10,023,281.88	32.61%	103,332.80	4.11%
2008	27	2,513,022.34	30.81%	93,074.90	1.03%
2009	29	2,870,258.54	28.82%	98,974.43	1.18%
2010	44	5,151,691.51	32.76%	117,083.90	2.11%
2011	44	5,987,646.99	33.66%	136,082.89	2.45%
2012	71	10,261,916.24	38.02%	144,534.03	4.20%
2013	96	16,428,646.81	40.49%	171,131.74	6.73%
2014	115	19,878,575.86	40.43%	172,857.18	8.14%
2015	128	26,515,158.06	39.49%	207,149.67	10.86%
2016	172	37,470,920.39	42.34%	217,854.19	15.35%
2017	227	53,624,385.78	40.97%	236,230.77	21.97%
2018	142	39,171,509.34	44.20%	275,855.70	16.05%
2019	-	-	0.00%	-	0.00%
2020	-	-	0.00%	-	0.00%
2021	-	-	0.00%	-	0.00%
2022	-	-	0.00%	-	0.00%
2023	-	-	0.00%	-	0.00%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Geographic Distribution

Region	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
South Australia					
Metro	237	35,877,122.45	42.61%	151,380.26	14.70%
Non Metro	44	4,804,491.08	42.23%	109,192.98	1.97%
Northern Territory					
Metro	13	1,432,506.35	28.17%	110,192.80	0.59%
Non Metro	4	432,723.38	37.23%	108,180.85	0.18%
New South Wales					
Metro	313	73,833,675.17	37.20%	235,890.34	30.25%
Non Metro	92	16,545,881.69	42.86%	179,846.54	6.78%
Victoria					
Metro	177	38,893,538.07	36.43%	219,737.50	15.93%
Non Metro	65	10,292,049.56	43.15%	158,339.22	4.22%
Queensland					
Metro	110	16,762,994.33	41.54%	152,390.86	6.87%
Non Metro	98	13,898,249.40	41.77%	141,818.87	5.69%
Western Australia					
Metro	137	21,488,695.44	41.90%	156,851.79	8.80%
Non Metro	24	3,244,132.58	46.52%	135,172.19	1.33%
Tasmania					
Metro	3	154,984.72	24.21%	51,661.57	0.06%
Non Metro	6	578,215.66	51.82%	96,369.28	0.24%
Australian Capital Territory					
Metro	32	5,852,733.63	40.38%	182,897.93	2.40%
Non Metro	-	-	0.00%	-	0.00%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Balance Outstanding

Current Loan Balance	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
$0 to $50,000	260	6,126,007.96	13.78%	23,561.57	2.51%
$50,000.01 to $100,000	242	18,070,920.19	22.09%	74,673.22	7.40%
$100,000.01 to $150,000	208	25,545,047.10	30.82%	122,812.73	10.47%
$150,000.01 to $200,000	163	28,225,158.49	36.66%	173,160.48	11.56%
$200,000.01 to $250,000	123	27,449,590.93	41.05%	223,167.41	11.25%
$250,000.01 to $300,000	106	28,730,092.55	41.11%	271,038.61	11.77%
$300,000.01 to $350,000	73	23,763,447.01	47.85%	325,526.67	9.74%
$350,000.01 to $400,000	49	18,184,209.07	45.10%	371,106.31	7.45%
$400,000.01 to $450,000	34	14,559,590.74	44.73%	428,223.26	5.96%
$450,000.01 to $500,000	29	13,777,160.39	44.36%	475,074.50	5.64%
$500,000.01 to $750,000	65	37,250,118.14	46.86%	573,078.74	15.26%
Greater than $750,000	3	2,410,650.94	51.63%	803,550.31	0.99%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Current Loan to Value Ratio

Current LVR (%)	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
0 to 10	250	10,678,304.45	6.92%	42,713.22	4.37%
11 to 20	222	26,559,962.21	16.20%	119,639.47	10.88%
21 to 30	232	44,125,654.04	25.89%	190,196.78	18.08%
31 to 40	227	48,424,674.25	35.12%	213,324.56	19.84%
41 to 50	192	43,853,440.85	45.67%	228,403.34	17.97%
51 to 55	62	17,828,993.09	52.84%	287,564.40	7.30%
56 to 60	50	14,501,934.74	57.52%	290,038.69	5.94%
61 to 65	59	16,448,801.24	62.82%	278,793.24	6.74%
66 to 70	31	11,049,729.11	67.98%	356,442.87	4.53%
71 to 75	20	6,857,874.42	72.60%	342,893.72	2.81%
76 to 80	9	3,191,527.27	77.51%	354,614.14	1.31%
81 to 85	1	571,097.84	82.00%	571,097.84	0.23%
86 to 90	-	-	0.00%	-	0.00%
91 to 95	-	-	0.00%	-	0.00%
96 to 100	-	-	0.00%	-	0.00%
Over 100	-	-	0.00%	-	0.00%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Year of Maturity

Year of Maturity	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
2024	-	-			
2025	2	35,494.15	10.00%	17,747.08	0.01%
2026	6	221,063.72	12.53%	36,843.95	0.09%
2027	5	151,758.93	10.32%	30,351.79	0.06%
2028	11	584,061.51	22.73%	53,096.50	0.24%
2029	9	644,606.11	11.57%	71,622.90	0.26%
2030	13	1,227,930.45	25.54%	94,456.19	0.50%
2031	14	1,231,049.50	28.94%	87,932.11	0.50%
2032	19	1,365,823.47	24.23%	71,885.45	0.56%
2033	19	1,157,247.74	23.67%	60,907.78	0.47%
2034	20	2,030,587.08	31.39%	101,529.35	0.83%
2035	44	3,724,112.74	31.22%	84,638.93	1.53%
2036	92	10,499,054.72	33.29%	114,120.16	4.30%
2037	109	11,377,915.70	33.06%	104,384.55	4.66%
2038	46	5,561,330.05	35.25%	120,898.48	2.28%
2039	29	3,289,888.67	37.34%	113,442.71	1.35%
2040	45	6,148,173.15	34.41%	136,626.07	2.52%
2041	51	8,393,116.14	33.26%	164,570.90	3.44%
2042	84	12,970,783.84	40.61%	154,414.09	5.31%
2043	92	16,853,751.19	42.39%	183,192.95	6.90%
2044	97	18,997,158.09	41.15%	195,846.99	7.78%
2045	114	25,805,021.49	41.65%	226,359.84	10.57%
2046	135	31,297,236.32	42.37%	231,831.38	12.82%
2047	173	44,672,305.63	41.31%	258,221.42	18.30%
2048	125	35,720,351.44	43.80%	285,762.81	14.63%
2049	-	-	0.00%	-	0.00%
2050	-	-	0.00%	-	0.00%
2051	1	132,221.68	9.00%	132,221.68	0.05%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Property Ownership Type

Loan Purpose	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Owner Occupied	1,109	196,242,108.81	40%	176,954.11	80.40%
Investment	246	47,849,884.70	38%	194,511.73	19.60%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Amortisation Type

Payment Type	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Principal & Interest	1,348	240,868,717.01	40%	178,685.99	98.68%
Interest Only	7	3,223,276.50	45%	460,468.07	1.32%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Mortgage Insurer Distribution

Mortgage Insurer	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
QBE	198	26,410,024.96	46.72%	133,383.96	10.82%
Helia	271	39,407,705.82	46.45%	145,415.89	16.14%
Insurable	886	178,274,262.73	37.24%	201,212.49	73.04%
	-	-	-	-	-
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Product

Loan Type	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Standard Housing Loan					
Variable	1,105	195,195,610.19	39.48%	176,647.61	79.97%
Fixed 1 year	26	5,109,341.75	40.33%	196,513.14	2.09%
Fixed 2 year	50	9,596,867.61	38.63%	191,937.35	3.93%
Fixed 3 year	110	23,355,303.84	39.00%	212,320.94	9.57%
Fixed 4 year	11	2,420,765.87	47.75%	220,069.62	0.99%
Fixed 5 year	53	8,414,104.25	46.64%	158,756.68	3.45%
Line of Credit					
Variable	-	-	0.00%	-	0.00%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Origination Channel

Ledger	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Retail	-	-	0.00%	-	0.00%
Wholesale	1,355	244,091,993.51	39.75%	180,141.69	100.00%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Current Interest Rate

Interest Rate Band	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
0.00% - 1.00%	-	-	0.00%	-	0.00%
1.00% - 2.00%	2	560,324.68	21.03%	280,162.34	0.23%
2.00% - 3.00%	95	20,037,451.28	40.55%	210,920.54	8.21%
3.00% - 4.00%	21	2,707,804.35	40.56%	128,943.06	1.11%
4.00% - 5.00%	14	2,698,598.21	42.62%	192,757.02	1.11%
5.00% - 6.00%	152	31,960,031.40	40.55%	210,263.36	13.09%
6.00% - 10.00%	1,069	185,968,227.38	39.54%	173,964.67	76.19%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Arrears

Days in Arrears	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
0 Days	1,323	236,504,469.78	39.49%	178,763.77	96.89%
1 to 30 Days	17	3,912,513.34	47.58%	230,147.84	1.60%
31 to 60 Days	7	1,408,275.75	51.67%	201,182.25	0.58%
61 to 90 Days	2	389,170.02	42.96%	194,585.01	0.16%
91+ Days	6	1,877,564.62	46.88%	312,927.44	0.77%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Loan Seasoning

Months of Seasoning	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
3 months or less	-	-	0.00%	-	0.00%
4 to 6 months	-	-	0.00%	-	0.00%
7 to 9 months	-	-	0.00%	-	0.00%
10 to 12 months	-	-	0.00%	-	0.00%
13 to 18 months	-	-	0.00%	-	0.00%
19 to 24 months	-	-	0.00%	-	0.00%
25 to 30 months	-	-	0.00%	-	0.00%
31 to 36 months	-	-	0.00%	-	0.00%
37 to 42 months	-	-	0.00%	-	0.00%
43 to 48 months	-	-	0.00%	-	0.00%
49 to 54 months	-	-	0.00%	-	0.00%
55 to 60 months	-	-	0.00%	-	0.00%
More than 60 months	1,355	244,091,993.51	39.75%	180,141.69	100.00%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Income Type

Income Verification Type	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Verified Income	1,355	244,091,993.51	39.75%	180,141.69	100.00%
Stated Income	-	-	0.00%	-	0.00%
TOTAL	1,355	244,091,993.51	39.75%	180,141.69	100.00%

Summary of Term Remaining

Repayment Type	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Interest Only Term Remaining					
1 year or less	4	1,691,142.25	37.47%	422,785.56	0.69%
1 to 2 years	1	514,000.00	41.00%	514,000.00	0.21%
2 to 3 years	2	1,018,134.25	58.55%	509,067.13	0.42%
3 to 4 years	-	-	0.00%	-	0.00%
4 to 5 years	-	-	0.00%	-	0.00%
5 to 6 years	-	-	0.00%	-	0.00%
6 to 7 years	-	-	0.00%	-	0.00%
7 to 8 years	-	-	0.00%	-	0.00%
8 to 9 years	-	-	0.00%	-	0.00%
9 to 10 years	-	-	0.00%	-	0.00%
10 years or greater	-	-	0.00%	-	0.00%
Principal & Interest Term Remaining					
1 year or less	1	3.65	0.00%	3.65	0.00%
1 to 5 years	25	1,073,826.03	17.97%	42,953.04	0.44%
5 to 10 years	73	5,566,811.61	24.02%	76,257.69	2.28%
10 to 15 years	318	33,986,893.57	33.28%	106,877.02	13.92%
15 to 20 years	318	51,287,177.93	39.41%	161,280.43	21.01%
20 to 25 years	612	148,821,782.54	42.01%	243,172.85	60.97%
25 to 30 years	1	132,221.68	9.00%	132,221.68	0.05%
30 years or greater	-	-	0.00%	-	0.00%
TOTAL	**1,355**	**244,091,993.51**	**39.75%**	**180,141.69**	**100.00%**

Summary of Term Remaining

Rate Type	No. of Accounts	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Fixed Term Remaining					
1 year or less	139	27,965,889.04	39.72%	201,193.45	11.46%
1 to 2 years	50	10,601,290.79	41.03%	212,025.82	4.34%
2 to 3 years	44	7,463,497.76	42.52%	169,624.95	3.06%
3 to 4 years	13	2,377,966.39	48.13%	182,920.49	0.97%
4 to 5 years	4	487,739.34	37.48%	121,934.83	0.20%
5 Years or greater	-	-	0.00%	-	0.00%
Variable Term Remaining					
1 year or less	1	3.65	0.00%	3.65	0.00%
1 to 5 years	19	688,432.98	15.38%	36,233.31	0.28%
5 to 10 years	60	4,283,152.19	25.20%	71,385.87	1.75%
10 to 15 years	249	26,349,495.07	34.04%	105,821.27	10.79%
15 to 20 years	264	41,130,918.89	37.46%	155,798.94	16.85%
20 to 25 years	512	122,743,607.41	41.97%	239,733.61	50.29%
25 to 30 years	-	-	0.00%	-	0.00%
30 years or greater	-	-	0.00%	-	0.00%
TOTAL	**1,355**	**244,091,993.51**	**39.75%**	**180,141.69**	**100.00%**

DIRECTORY

BEN
Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550

Manager
AB Management Pty Ltd.
Level 8
80 Grenfell Street
Adelaide SA 5000

Trustee
Perpetual Trustee Company Limited
in its capacity as trustee of the TORRENS Series 2019-1 Trust
Level 18
123 Pitt Street
Sydney NSW 2000

Security Trustee
P.T. Limited
in its capacity as trustee of the Security Trust
Level 18
123 Pitt Street
Sydney NSW 2000

Arranger and Lead Manager
National Australia Bank Limited
Level 6
2 Carrington Street
Sydney NSW 2000

Solicitors to BEN and the Manager
King & Wood Mallesons
Level 61, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000

TORRENS Series 2019-1 Trust

Information Memorandum

Mortgage Backed Pass-Through Securities

$920,000,000
CLASS A NOTES
Rating
"AAA(sf)" by S&P Global Ratings Australia Pty Ltd ABN 61 003 399 657
"AAAsf" by Fitch Australia Pty Ltd ABN 93 081 339 184

$43,000,000
CLASS AB NOTES
Rating
"AAA(sf)" by S&P Global Ratings Australia Pty Ltd ABN 61 003 399 657
"AAAsf" by Fitch Australia Pty Ltd ABN 93 081 339 184

$15,500,000
CLASS B NOTES
Rating
"AA(sf)" by S&P Global Ratings Australia Pty Ltd ABN 61 003 399 657

$10,000,000
CLASS C NOTES
Rating
"A(sf)" by S&P Global Ratings Australia Pty Ltd ABN 61 003 399 657

$4,500,000
CLASS D NOTES
Rating
"BBB(sf)" by S&P Global Ratings Australia Pty Ltd ABN 61 003 399 657

$7,000,000
CLASS E NOTES
Unrated

Arranger and Joint Lead Manager
National Australia Bank Limited
ABN 12 004 044 937

Joint Lead Manager
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522

Joint Lead Manager
Deutsche Bank AG, Sydney Branch
ABN 13 064 165 162

Joint Lead Manager
Macquarie Bank Limited
ABN 46 008 583 542

Joint Lead Manager
Westpac Banking Corporation
ABN 33 007 457 141

Sponsor
Bendigo and Adelaide Bank Limited
ABN 11 068 049 178

17 June 2019

No Guarantee by Bendigo and Adelaide Bank Limited, National Australia Bank Limited, Deutsche Bank AG, Sydney Branch, Macquarie Bank Limited, Westpac Banking Corporation or Australia and New Zealand Banking Group Limited

Neither the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes nor the Class A-R Notes (if issued) (**Notes**) represent deposits or other liabilities of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 (**BEN**) or any other Related Body Corporate of BEN, National Australia Bank Limited ABN 12 004 044 937, Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Deutsche Bank AG, Sydney Branch ABN 13 064 165 162, Macquarie Bank Limited ABN 46 008 583 542 or Westpac Banking Corporation ABN 33 007 457 141. None of BEN, AB Management Pty. Ltd ABN 75 070 500 855 (the **Manager**), National Australia Bank Limited, Australia and New Zealand Banking Group Limited, Deutsche Bank AG, Sydney Branch, Macquarie Bank Limited, Westpac Banking Corporation or any of their respective Related Bodies Corporate guarantees the payment or repayment or the return of any principal invested in, or any particular rate of return on the Notes or the performance of the Assets of the Series Trust.

In addition, none of the obligations of the Manager are guaranteed in any way by BEN or any other Related Bodies Corporate of BEN.

The Notes subject to Investment Risk

The holding of the Notes is subject to investment risk, including possible delays in repayment and loss of income and principal invested.

1. IMPORTANT NOTICE

1.1 Terms

References in this Information Memorandum to various documents are explained in Section 14. Unless defined elsewhere, all other terms are defined in the Glossary in Section 15. Sections 14 and 15 should be referred to in conjunction with any review of this Information Memorandum.

Any reference in this Information Memorandum to BEN in connection with the Housing Loans is to be construed as a reference to Housing Loans originated by or on behalf of BEN.

1.2 Purpose

This Information Memorandum relates solely to a proposed issue of the Class A Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes by Perpetual Trustee Company Limited ABN 42 000 001 007, in its capacity as trustee of the TORRENS Series 2019-1 Trust (the "**Trustee**"). This Information Memorandum does not relate to, and is not relevant for, any other purpose. Without limitation, while this Information Memorandum contains information relating to the Class A-R Notes, the Class A-R Notes are not being offered for issue, nor are applications for the issue of the Class A-R Notes being invited, by this Information Memorandum.

1.3 Limited Responsibility for Information

The Manager has prepared and authorised the distribution of this Information Memorandum and has accepted sole responsibility for the information contained in it except for Section 6 which has been prepared and authorised by BEN.

None of BEN (except for Section 6), Perpetual Trustee Company Limited ABN 42 000 001 007, P.T. Limited ABN 67 004 454 666, National Australia Bank Limited ABN 12 004 044 937 (in any capacity) ("**NAB**"), Deutsche Bank AG, Sydney Branch ABN 13 064 165 162 ("**Deutsche Bank Sydney**"), Macquarie Bank Limited ABN 46 008 583 542 ("**Macquarie**"), Westpac Banking Corporation ABN 33 007 457 141 ("**Westpac**") or Australia New Zealand Bank Group Limited ABN 11 005 357 522 ("**ANZ**"), nor any of their Related Bodies Corporates, subsidiaries, officers, agents or employees have prepared, authorised, caused the issue of, or have (and expressly disclaim) any responsibility for, or made any statement in, any part of this Information Memorandum. Furthermore, neither Perpetual Trustee Company Limited nor P.T. Limited has had any involvement in the preparation of any part of this Information Memorandum (other than where parts of this Information Memorandum contain particular corporate references to Perpetual Trustee Company Limited or P.T. Limited).

Whilst the Manager believes the statements made in this Information Memorandum are accurate, neither it nor BEN, Perpetual Trustee Company Limited, P.T. Limited , NAB (in any capacity), Deutsche Bank Sydney, Macquarie, Westpac, ANZ, nor any of their Related Bodies Corporate, subsidiaries, officers, agents or employees, nor any external adviser to any of the foregoing makes any representation or warranty, express or implied, as to, nor assumes any responsibility or liability for, the authenticity, origin, validity, accuracy or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in this Information Memorandum or in any previous, accompanying or subsequent material or presentation.

1.4 Date of this Information Memorandum

This Information Memorandum has been prepared as at 17 June 2019 (the **Preparation Date**), based upon information available, and the facts and circumstances known, to the Manager (or, in the case of Section 6, BEN) at that time.

Neither the delivery of this Information Memorandum, nor any offer or issue of the Notes, at any time after the Preparation Date implies or should be relied upon as a representation or warranty, that:

(a) there has been no change since the Preparation Date in the affairs or financial condition of the TORRENS Series 2019-1 Trust (the "**Series Trust**"), the Trustee, BEN, the Manager or any other party named in this Information Memorandum; or

(b) the information contained in this Information Memorandum is correct at such later time.

Neither the Manager, BEN nor any other person accepts any responsibility to holders of the Notes (the "**Noteholders**") or prospective Noteholders to update this Information Memorandum after the Preparation Date with regard to information or circumstances which come to its attention after the Preparation Date.

1.5 Summary Only

This Information Memorandum is only a summary of the terms and conditions of the Notes and the Series Trust and should not be relied upon by intending subscribers or purchasers of the Notes. Instead, the definitive terms and conditions of the Notes and the Series Trust are contained in the Transaction Documents. If there is any inconsistency between this Information Memorandum and the Transaction Documents, the Transaction Documents should be regarded as containing the definitive information. A copy of the Transaction Documents may be inspected by intending subscribers or purchasers of the Notes, on the conditions contained in Section 13, at the offices of NAB, Deutsche Bank Sydney, Macquarie, Westpac or ANZ as referred to in the Directory at the back of this Information Memorandum.

1.6 Independent Investment Decisions

This Information Memorandum is not intended to be, and does not constitute, a recommendation by the Manager, BEN, Perpetual Trustee Company Limited, P.T. Limited, NAB (in any capacity), Deutsche Bank Sydney, Macquarie, Westpac or ANZ that any person subscribe for or purchase any Notes. Accordingly, any person contemplating the subscription or purchase of the Notes must:

(a) make their own independent investigation (with particular reference to their investment objectives and experience) of the terms of the Notes and the financial condition, affairs and creditworthiness of the Series Trust, after taking all appropriate tax, accounting, legal and other advice from qualified professional persons; and

(b) base, and will be deemed to have based, any investment decision on the investigation and advice referred to in paragraph (a) and not on this Information Memorandum.

No person is authorised to give any information or to make any representation which is not contained in 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 BEN, the Manager, NAB (in any capacity), Deutsche Bank Sydney, Macquarie, Westpac or ANZ.

1.7 Distribution to Professional Investors Only

This Information Memorandum has been prepared on a confidential basis for distribution only to professional investors whose ordinary business includes the buying or selling of securities such as the Notes. This Information Memorandum is not intended for, should not be distributed to, and should not be construed as an offer or invitation to, any other person.

1.8 No Public Offer

No action has been taken or will be taken which would permit a public offering of the Notes, or possession or distribution of this Information Memorandum in any country or jurisdiction where action for that purpose is required.

1.9 Issue Not Requiring Disclosure to Investors under the Corporations Act

This Information Memorandum is not a "Prospectus" for the purposes of Part 6D.2 of the Corporations Act or a "Product Disclosure Statement" for the purposes of Chapter 7 of the Corporations Act and is not required to be lodged with the Australian Securities and Investments Commission under the Corporations Act as each offer for the issue, any invitation to apply for the issue, and any offer for the sale of, and any invitation for offers to purchase, the Notes to a person under this Information Memorandum:

(a) will be for a minimum amount payable, by each person (after disregarding any amount lent by the person offering the Notes (as determined under section 700(3) of the Corporations Act) or

any of their associates (as determined under sections 10 to 17 of the Corporations Act) on acceptance of the offer or application (as the case may be) is at least $500,000 (calculated in accordance with both section 708(9) of the Corporations Act and regulation 7.1.18 of the Corporations Regulations 2001); or

(b) does not otherwise require disclosure to investors under Part 6D.2 of the Corporations Act and is not made to a Retail Client.

1.10 Offer Must Comply with Laws

A person may not (directly or indirectly) offer for issue or sale, or make any invitation to apply for the issue or to purchase the Notes nor distribute this Information Memorandum except if the offer or invitation:

(a) does not need disclosure to investors under Part 6D.2 of the Corporations Act;

(b) is not made to a Retail Client; and

(c) complies with any other applicable laws in all jurisdictions in which the offer or invitation is made.

A holder of Notes who is not a resident of the Commonwealth of Australia may be subject to restrictions on the transfer of the Notes, Australian interest withholding tax and other constraints, risks or liabilities.

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

The 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).

1.12 Prohibition of sales to EEA retail investors

The 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 ("**EEA**"). 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 ("**MIFID II**"); (II) a customer within the meaning of Directive 2002/92/EC ("**IMD**"), 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 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 EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

1.13 Offshore Associates Not to Acquire Notes

Under present law, the Notes will not be subject to Australian interest withholding tax if they are issued in accordance with certain prescribed conditions set out in section 128F of the Tax Act and they are not acquired directly or indirectly by Offshore Associates of the Trustee or BEN (other than a Permitted Offshore Associate). The Trustee intends to offer the Notes in accordance with the prescribed conditions set out in section 128F of the Tax Act. Accordingly, the Notes must not be acquired by any such Offshore Associate of the Trustee or BEN.

1.14 Disclosure of Interests

The Manager discloses that each of BEN, the Manager, Perpetual Trustee Company Limited, P.T. Limited, NAB, Deutsche Bank Sydney, Macquarie, Westpac or ANZ (together, the "**Transaction Parties**"), in addition to the arrangements and interests it will or may have with respect to the Sponsor, the Manager, the Servicer and Perpetual Trustee Company Limited (in its capacity as trustee of the Series Trust or as trustee of a trust in respect of any other Series) (together, the "**Group**") as described in this

Information Memorandum (the "**Transaction Document Interests**") it, its Related Bodies Corporate, subsidiaries, directors, officers, agents and employees:

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

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

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

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

(a) each of the Transaction Parties and each of their Related Bodies Corporate, subsidiaries, directors, officers, agents and employees (each a "**Relevant Entity**") will 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 or any other person, both on the Relevant Entity's own account and for the account of other persons (the "**Other Transaction Interests**");

(b) each Relevant Entity in the ordinary course of 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 Relevant Entity in respect of the Notes are limited to the contractual obligations of the Transaction Parties as set out in the 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 that may be relevant to any decision by a potential investor to acquire the 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 member of the Group or to any potential investor and this Information Memorandum and any subsequent 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 ordinary 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 (for example, by a dealer, an arranger, an interest rate swap provider or liquidity facility provider) or from an Other Transaction may affect the ability of the Group member to perform its obligations in respect of the Notes. In addition, the existence of a Transaction Document Interest or Other Transaction Interest may affect how a Relevant Entity in another capacity (eg. as a Noteholder) may seek to exercise any rights it may have in that capacity. These interests may conflict with the interests of the Group or a Noteholder, and the Group or 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 or 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.

1.15 Limited Recovery

Any obligation or liability of the Trustee arising under or in any way connected with the Notes and Redraw Notes, the Master Trust Deed, the Series Supplement, the Security Trust Deed or any other Transaction Document to which the Trustee is a party is limited, except in the case of fraud, negligence or wilful default on the part of the Trustee or its officers, employees or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents, to the extent to which it can be satisfied out of the Assets of the Series Trust out of which the Trustee is actually indemnified for the obligation or liability. Other than in the exception previously mentioned, the assets of the Trustee, the Security Trustee or any other member of the Perpetual group are not available to meet payments of interest or repayment of principal on the Notes.

1.16 References to Rating

There are various references in this Information Memorandum to the credit rating of the Notes and of particular parties. It is anticipated that the Class A Notes will be rated AAA(sf) by S&P and AAAsf by Fitch, the Class AB Notes will be rated AAA(sf) by S&P and AAAsf by Fitch, the Class B Notes will be rated AA(sf) by S&P, the Class C Notes will be rated A(sf) by S&P and the Class D Notes will be rated BBB(sf) by S&P. It is anticipated that the Class E Notes will not be rated. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the rating agencies. The rating of the Notes addresses the likelihood of the payment of principal and interest on the Notes pursuant to their terms. See "Ratings of the Notes" in Section 2.3 below. Other than this Section 1.16, the rating agencies have not been involved in the preparation of this Information Memorandum.

1.17 No Guarantee

None of BEN, the Manager, Perpetual Trustee Company Limited, P.T. Limited, NAB, Deutsche Bank Sydney, Macquarie, Westpac, ANZ, the Security Trustee or any of their respective Related Bodies Corporate, subsidiaries, officers, agents or employees guarantees the success of the Notes issued by the Trustee or the repayment of capital or any particular rate of capital or income return in respect of the investment by Noteholders in the Notes.

1.18 U.S. persons

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Notes may not be offered, sold, delivered or transferred within the United States or to, or for the account or benefit of, "U.S. 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.

1.19 EU Securitisation Regulation

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 (the "**EU Transaction Requirements**") with respect to originators, original lenders, sponsors and securitisation special purpose entities ("**SSPEs**") (as each such term is defined for purposes of the EU Securitisation Regulation) which are (i) supervised in the EU pursuant to specified EU financial services legislation, or (ii) established in the EU (all such persons together, "**EU Obliged Entities**"). The EU Transaction Requirements include provision with regard to, amongst other things:

(a) a requirement under Article 6 of the EU Securitisation Regulation that the originator, the original lender or the sponsor of a securitisation commits to retain, on an ongoing basis, a material net economic interest in the relevant securitisation of not less than 5% in respect of certain specified credit risk tranches or asset exposures (the "**EU Retention Requirement**");

(b) a requirement under Article 7 of the EU Securitisation Regulation that the originator, sponsor and SSPE of a securitisation make available to holders of a securitisation position, EU competent authorities and (upon request) potential investors certain prescribed information (the "**EU Transparency Requirements**"); and

(c) a requirement under Article 9 of the EU Securitisation Regulation that originators, sponsors and original lenders of a securitisation apply to exposures to be securitised the same sound and well-defined criteria for credit-granting which they apply to non-securitised exposures, and have effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting its obligations under the credit agreement (the "**EU Credit-Granting Requirements**").

Failure by an EU Obliged Entity to comply with any EU Transaction Requirement applicable to it may result in a regulatory sanction and remedial measures being imposed on such EU Obliged Entity.

In addition, investors should be aware that Article 5 of the EU Securitisation Regulation, places certain conditions (the "**EU Investor Requirements**") on investments in securitisations by "institutional investors" (as such term is defined for 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 Investo**r"): (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 (AIFM) 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 authorized 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 authorized entity appointed by such an institution for occupational retirement provision as provided in that Directive.

The EU Investor Requirements are applicable regardless of whether there is an EU Obliged Entity party to the relevant securitisation.

The EU Investor Requirements provide that, prior to investing in (or otherwise holding an exposure to) a securitisation, an EU Institutional Investor, other than the originator, sponsor or original lender must, among other things: (a) verify that the originator or the original lender of the underlying exposures of the securitisation is in compliance with the EU Credit-Granting Requirements, or, 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 the originator, the original lender or the sponsor in respect of the relevant securitisation is in compliance with the EU Retention Requirement, or, 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 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) in accordance with the frequency and modalities provided for in Article 7, and (d) carry out a due-diligence assessment in accordance with the EU Due Diligence and Retention Rules 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.

In addition, the EU Investor Requirements oblige each EU Institutional Investor to (a) establish appropriate written procedures in order to monitor, on an ongoing basis, compliance with the applicable EU Transaction Requirements (or, where relevant, the similar conditions prescribed by the EU Due Diligence and Retention Rules and described in the preceding paragraph) 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, 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 EU Transaction Requirements and the EU Investor Requirements are to be further specified in regulatory technical standards to be adopted by the European Commission as delegated regulations. 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.

In addition, there is a relative level of uncertainty at the current time as to the precise format of certain reporting and provision of information requirements under Article 7 of the EU Securitisation Regulation, particularly with respect to the reporting of certain loan-level data.

None of the Manager, BEN, the Servicer, the Sponsor or the Seller is an EU Obliged Entity.

BEN will (as an "originator" (as such term is defined for the purposes of the EU Securitisation Regulation)) undertake to retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with the text of Article 6(1) of the EU Securitisation Regulation. Such material net economic interest will be in the form contemplated by Article 6(3)(c) of the EU Securitisation Regulation (the "**Retention**").

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 Section 6.1 "BEN" in this Information Memorandum for information regarding BEN, its business and activities.

Except as described above, no party to the securitisation transaction described in this Information Memorandum is required, or intends, to take any action with regard to such transaction in a manner prescribed or contemplated by the EU Due Diligence and Retention Rules, or to take any action for purposes of, or in connection with, compliance by any EU Institutional Investor with any applicable EU Investor Requirement.

Any failure to comply with the EU Due Diligence and Retention Rules may, amongst other things, have a negative impact on the value and liquidity of the Notes, and otherwise affect the secondary market for the Notes.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the EU Due Diligence and Retention Rules (and any implementing rules in relation to a relevant jurisdiction); (ii) as to the sufficiency of the information described in this Information Memorandum, and which may otherwise be made available to investors and (iii) as to their compliance with any applicable EU Investor Requirements. None of the Manager, BEN, the Servicer, the Sponsor, the Seller, the Arranger, the Joint Lead Managers, or any other party to the Transaction Documents (i) makes any representation that the performance of the undertakings described above, the making of the representations and warranties described above, and the information described in this Information Memorandum, or any other information which may be made available to investors, are

or will be sufficient for the purposes of any EU Institutional Investor's compliance with any EU Investor Requirement, (ii) has any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with 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 EU Institutional Investor to enable compliance by such person with the requirements of any EU Investor Requirement or any other applicable legal, regulatory or other requirements.

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.

1.20 Japanese risk retention

On 15 March 2019 the Japanese Financial Services Agency published new due diligence and risk retention rules under various Financial Services Agency Notes in respect of Japanese financial institutions ("**Japan Due Diligence and Retention Rules**"). The Japan Due Diligence and Retention Rules became applicable to such Japanese financial institutions from 31 March 2019.

BEN, as originator for the purposes of the Japan Due Diligence and Retention Rules, will undertake to retain a material net economic interest of not less than 5% in this securitisation transaction.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Japan Due Diligence and Retention Rules; (ii) as to the sufficiency of the information described in this Information Memorandum and (iii) as to the compliance with the Japan Due Diligence and Retention Rules in respect of any Transaction.

See Section 5.28 for further details.

2. SUMMARY OF THE ISSUE

2.1 Summary Only

The following is only a brief summary of the terms and conditions of the Notes. In addition to the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the Trustee may in certain circumstances also issue Class A-R Notes and Redraw Notes collateralised by the same pool of Housing Loans (see Section 7.5.4 for a description of when Class A-R Notes may be issued and Section 7.5.5 for a description of when Redraw Notes may be issued). The Class A-R Notes and Redraw Notes are not offered by this Information Memorandum. A more detailed outline of the key features of the Notes and Redraw Notes is contained in Section 4.

2.2 Parties to Transaction

Trustee:	Perpetual Trustee Company Limited ABN 42 000 001 007 as trustee of the Series Trust. The Trustee has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act (Australian Financial Services Licence No. 236643). The Trustee has appointed the Security Trustee to act as its authorised representative under that licence.
Manager:	AB Management Pty Limited ABN 75 070 500 855 a wholly-owned subsidiary of BEN, in its capacity as manager of the Series Trust.
Security Trustee:	P.T. Limited ABN 67 004 454 666 as trustee of the Security Trust.
Sponsor:	BEN.
Servicer:	BEN.
Arranger:	NAB.
Joint Lead Managers:	NAB, Deutsche Bank Sydney, Macquarie, Westpac and ANZ
Basis Swap Provider:	BEN.
Fixed Rate Swap Provider:	BEN.
Standby Swap Provider:	NAB.
Redraw Facility Provider:	BEN.
Liquidity Facility Provider:	BEN.

2.3 General Information regarding the Notes and Redraw Notes

Issuer:	The Trustee in its capacity as trustee of the Series Trust.
General Description:	The Notes are secured, pass-through, limited recourse and floating rate debt securities.

Classes:

The Notes are divided into 7 classes: the Class A Notes, Class A-R Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

Prior to enforcement of the Charge, repayment of principal on the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes occurs on either a serial or sequential basis depending on the occurrence of certain triggers which are described in section 7.5.8. See further Section 7.5.3.

Following enforcement of the Charge under the Security Trust Deed:

(a) the Class A Notes and Class A-R Notes (if issued) will rank ahead of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes;

(b) the Class AB Notes will rank ahead of the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes;

(c) the Class B Notes will rank ahead of the Class C Notes, the Class D Notes and the Class E Notes;

(d) the Class C Notes will rank ahead of the Class D Notes and the Class E Notes; and

(e) the Class D Notes will rank ahead of the Class E Notes,

for payment of Interest and repayment of principal on the Notes. For further details on repayment of principal, see Sections 2.5, 4.3 and 7.5.

In certain circumstances, the Trustee may issue Redraw Notes as described in Section 7.5.5. If issued, Redraw Notes will, prior to and following the occurrence of an Event of Default and enforcement of the Charge under the Security Trust Deed rank in priority to the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes in their right to receive both interest and principal payments.

	The Class E Notes will bear all losses on the Housing Loans before the Redraw Notes, the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes and the Class D Notes. The Class D Notes will bear all remaining losses on the Housing Loans before the Redraw Notes, the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes and the Class C Notes. The Class C Notes will bear all remaining losses on the Housing Loans before the Redraw Notes, the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes and the Class B Notes. The Class B Notes will bear all remaining losses on the Housing Loans before the Redraw Notes, the Class A Notes, the Class A-R Notes (if issued), and the Class AB Notes. The Class AB Notes will bear all remaining losses on the Housing Loans before the Redraw Notes and the Class A Notes and the Class A-R Notes (if issued). Any losses allocated to the Class A Notes, the Class A-R Notes (if issued) and Redraw Notes will be allocated pari passu and rateably between the Class A Notes, the Class A-R Notes (if issued) and the Redraw Notes.
Refinancing of Class A Notes:	The Trustee may issue Class A-R Notes on: (a) the Distribution Date occurring in June 2024 (the "**Class A Refinancing Date First Possible**"); or (b) if the Class A Notes are not fully redeemed on Class A Refinancing Date First Possible, subject to the Manager's discretion, on any subsequent Distribution Date on which Class A Notes remain outstanding (each such date, a "**Class A Refinancing Date Subsequent**"), provided, in each case, that the issue proceeds of such Class A-R Notes must be sufficient to redeem the Class A Notes in full on that Distribution Date and the other conditions set out in Section 7.5.4 are satisfied. The Trustee must use the issue proceeds of those Class A-R Notes to redeem all of the Class A Notes which remain outstanding at that time, as described in Section 7.5.4(f).
Cut-Off Date:	5 June 2019 or such other date (before the Closing Date) as determined by the Manager.
Issue Date/Closing Date:	Subject to the satisfaction of certain conditions precedent, 17 June 2019, or such other date that the Manager, the Arranger and the Trustee may agree.
Maturity Date:	The Distribution Date in December 2050.
Aggregate Initial Invested Amount of the Class A Notes:	$920,000,000
Aggregate Initial Invested Amount of the Class AB Notes:	$43,000,000

Aggregate Initial Invested Amount of the Class B Notes:	$15,500,000
Aggregate Initial Invested Amount of the Class C Notes:	$10,000,000
Aggregate Initial Invested Amount of the Class D Notes:	$4,500,000
Aggregate Initial Invested Amount of the Class E Notes:	$7,000,000
Denomination:	Each Note has a denomination of $1,000. The Notes will be issued in minimum parcels of $500,000.
Issue Price:	The Class A Notes, the Class A-R Notes (if issued) the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Redraw Notes (if issued) will be issued at par value.
Ratings:	It is expected that the Class A Notes will be rated AAA(sf) by S&P and AAAsf by Fitch, the Class AB Notes will be rated AAA(sf) by S&P and AAAsf by Fitch, the Class B Notes will be rated AA(sf) by S&P, the Class C Notes will be rated A(sf) by S&P and the Class D Notes will be rated BBB(sf) by S&P. It is anticipated that the Class E Notes will not be rated.

2.4 Interest on the Notes and Redraw Notes

Calculation of Interest on the Notes:

Interest on each Class A Note, Class A-R Note (if issued), Class AB Note, Redraw Note, Class B Note, Class C Note, the Class D Note and the Class E Note for each Interest Period will be calculated based on the aggregate of the Bank Bill Rate on the first day of that Interest Period plus the applicable Margin for that class of Notes. The Margins for the Class A Notes, Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be determined by agreement between the Manager, the Arranger and the Joint Lead Managers. If the Trustee issues Redraw Notes, the Margin for such Redraw Notes will be determined by the Manager prior to their Issue Date.

An additional margin of 0.25% will be added to the Margin for the Class A Notes, Class A-R Notes (if issued) and Class AB Notes for each Interest Period following (and including):

(a) in respect of the Class A Notes only, the earlier of:

  (i) first Distribution Date occurring after the last day of the Monthly Period on which the aggregate principal outstanding on the Housing Loans when expressed as a percentage outstanding on the Housing Loans at the Closing Date is 10% or less ("**Clean-Up Date**"); and

  (ii) the Class A Refinancing Date First Possible; and

(b) in respect of the Class A-R Notes (if issued) and Class AB Notes only, the Clean-Up Date.

No additional margin will be payable on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Redraw Notes.

For further details on the calculation of Interest on the Notes, see Section 4.2.

Payment of Interest on the Notes:

Noteholders as of the relevant Record Date will be entitled to receive payments of Interest on the Notes monthly in arrears on the 9th day of each month, or if such a day is not a Business Day, the next Business Day (each an "Interest Payment Date").

For further details on payment of Interest on the Notes, see Sections 4.2 and 7.4.6.

2.5 Repayment of Principal on the Notes and Redraw Notes

Repayment of Principal:

Prior to enforcement of the Charge, Redraw Notes receive repayments of principal ahead of the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and will receive repayments of principal on each Distribution Date (to the extent Total Principal Collections are sufficient for this purpose) until the Stated Amount of the Redraw Notes is reduced to zero.

Prior to enforcement of the Charge and if the Serial Paydown Triggers have not occurred on a relevant Determination Date, the available principal will (after repayment of the Redraw Notes and other amounts payable in priority) be distributed, first, pari passu and rateably amongst the Class A Notes and the Class A-R Notes (if issued) until the Stated Amount of the Class A Notes and the Class A-R Notes (if issued) is reduced to zero, second, amongst the Class AB Notes until the Stated Amount of the Class AB Notes is reduced to zero, third, amongst the Class B Notes until the Stated Amount of the Class B Notes is reduced to zero, fourth, amongst the Class C Notes until the Stated Amount of the Class C Notes is reduced to zero, fifth amongst the Class D Notes until the Stated Amount of the Class D Notes is reduced to zero and sixth amongst the Class E Notes until the Stated Amount of the Class E Notes is reduced to zero.

Prior to the enforcement of the Charge and if the Serial Paydown Triggers have occurred on a relevant Determination Date, the available principal will (after repayment of the Redraw Notes and other amounts payable in priority) be distributed pari passu and rateably:

(a) to the Class A Notes until the Stated Amount of the Class A Notes is reduced to zero;

(b) to the Class A-R Notes (if issued) until the Stated Amount of the Class A-R Notes is reduced to zero;

(c) to the Class AB Notes until the Stated Amount of the Class AB Notes is reduced to zero;

(d) to the Class B Notes until the Stated Amount of the Class B Notes is reduced to zero;

(e) to the Class C Notes until the Stated Amount of the Class C Notes is reduced to zero;

(f) to the Class D Notes until the Stated Amount of the Class D Notes is reduced to zero; and

(g) to the Class E Notes until the Stated Amount of the Class E Notes is reduced to zero,

(see Section 7.5.3).

For further details see Sections 4.3.2, 7.5.3 and 7.5.8.

Refinancing of Class A Notes The Trustee may, at the direction of the Manager, redeem all of the Class A Notes by repaying the then Invested Amount of the Class A Notes together with the Interest payable on the Class A Notes on the Class A Refinancing Date First Possible or any Class A Refinancing Date Subsequent (see section 7.5.4).

Note 10% Call Option: The Trustee must if so directed by the Manager (given in the Manager's discretion) and on giving 5 Business Days' notice to the Noteholders, redeem all of the then outstanding Notes and Redraw Notes on any Distribution Date falling on or after the Clean-Up Date.

For additional information on the Note 10% Call Option, see Section 4.3.4.

2.6 The Housing Loans

Housing Loans The Housing Loans are sourced from BEN's general portfolio of fully verified residential Housing Loans.

Purchase of Housing Loans: On the Closing Date, the Trustee will, on the direction of the Manager, use the proceeds from the issue of the Notes to acquire an interest in a pool of Housing Loans and related mortgages and collateral securities originated by BEN. The purchase price for these Housing Loans will be the total principal balance outstanding as at the Cut-Off Date.

The Housing Loans are required to be secured by a registered first ranking mortgage over Australian Residential Property. In certain circumstances, in addition to the first ranking mortgage, there may also be a second ranking mortgage in favour of BEN. Further details in relation to the Housing Loans are contained in Section 6.

Assignment of Housing Loans: The Housing Loans and related mortgages and collateral securities will be initially assigned to the Trustee by BEN. If a Perfection of Title Event occurs under the Series Supplement the Trustee may be required to take certain actions to perfect its legal title to the Housing Loans and related mortgages and collateral securities. For further details on perfection of title, see Section 10.2.1.

Custody of Housing Loan Documents: Initially, the Trustee will hold custody of the underlying Housing Loan Documents. The Manager may, by 30 days' notice in writing to the Trustee, BEN and each Rating Agency, appoint BEN to hold custody of the underlying Housing Loan Documents on behalf of the Trustee. For further details on custody of the Housing Loan Documents, see Section 11.1.

Servicing: BEN has been appointed as the initial Servicer under the Series Supplement. For further details on the Servicer, see Sections 6.5 and 10.5.

Collections:

The Trustee will be entitled to all Collections received in respect of Housing Loans from and including the Cut-Off Date except as described below.

The Trustee will pay to BEN on the first Distribution Date from those Collections an amount equal to the interest accrued on the Housing Loans, acquired by it from BEN, from (and including) the previous due date for the payment of interest on each of the Housing Loans up to (but excluding) the Closing Date (the "**Accrued Interest Adjustment**"). For further details on the Accrued Interest Adjustment, see Section 7.4.5.

Moneys due by borrowers under the terms of the Housing Loans will be collected by the Servicer on behalf of the Trustee.

Whilst the Collections Account is permitted to be maintained with the Servicer (see Section 2.7), whether or not the Collections Account is in fact maintained with the Servicer, the Servicer may retain the Collections it receives in respect of a Monthly Period until 1 Business Day before the next following Distribution Date (the "**Transfer Date**"), when it must deposit them into the Collections Account together with, in certain circumstances, interest earned on those Collections during the period they are held by the Servicer.

If the Collections Account is not permitted to be maintained with the Servicer (see Section 2.7) the Servicer must pay all Collections it receives into the Collections Account within 2 Business Days (or where the Servicer is not an Eligible Depository, within 1 Business Day) of receipt or, where Collections are not received by the Servicer but are otherwise payable by the Servicer, within 2 Business Days (or where the Servicer is not an Eligible Depository, within 1 Business Day) of when they fell due for payment by the Servicer. The Servicer may, in its sole discretion, deposit amounts into the Collections Account in prepayment of its obligations to pay Collections into the Collections Account in these circumstances. Such prepaid amounts ("**Outstanding Prepayment Amounts**") are, to the extent they are standing to the credit of the Collections Account, secured to the Servicer under the Security Trust Deed (see Section 9.4.5).

Collections in respect of each Monthly Period will be distributed on the Distribution Date following the end of that Monthly Period.

Clean-Up Offer

On the Clean-Up Date or on any Distribution Date after the Clean-Up Date, BEN may repurchase the remaining Housing Loans for the Clean-Up Settlement Price. If the option is exercised by BEN the Trustee's interest in the Housing Loan Rights will be held by the Trustee as Seller Trust assets.

If the Clean-Up Settlement Price is insufficient to ensure the Noteholders will receive the aggregate of the Invested Amount of the Notes and the Interest payable on the Notes (and the Redraw Noteholders, the Invested Amount of the Redraw Notes and Interest payable on the Redraw Notes), the repurchase will be subject to Noteholder and Redraw Noteholder approval. Further details on the Clean-Up Offer are contained in Section 6.5.10.

2.7 Structural Features

Mortgage Insurance:

The Noteholders' first level of protection against principal and/or interest losses on the Housing Loans is provided by the Mortgage

Insurance Policies (if any) under which the Housing Loans are insured.

The Mortgage Insurance Policies cover all principal and/or interest losses incurred (if any) on the insured Housing Loans. For further details on the Mortgage Insurance Policies, see Section 8.

Excess Investor Revenues:

The Noteholders' second level of protection is the monthly excess of the cash flow generated by the Housing Loans (after taking into account the operation of the swaps under any Hedge Agreement) over the interest payments to be made on the Notes and other outgoings ranking pari passu with or in priority to the Notes. To the extent that there is such an excess in cash flow (the "**Excess Investor Revenues**") available in relation to a Distribution Date, it will be used to:

(a) first, reimburse any unreimbursed Principal Draws (see Section 7.4.2);

(b) next, to the extent that there are any amounts remaining, reimburse any Defaulted Amounts (see Section 7.5.6);

(c) next, to the extent that there are any amounts remaining, reimburse any unreimbursed Charge-Offs in relation to the Notes (in accordance with Section 7.6.3);

(d) next, if any Notes remain outstanding on that Distribution Date, as a deposit to the Excess Revenue Reserve until the balance of the Excess Revenue Reserve equals the Excess Revenue Reserve Target Balance in respect of that Distribution Date;

(e) next, as deposit to the Extraordinary Expense Reserve until the balance of the Extraordinary Expense Reserve equals the Extraordinary Expense Reserve Required Balance; and

(f) next, pari passu to each Hedge Provider, the Redraw Facility Provider, the Liquidity Facility Provider, the Arranger and each Joint Lead Manager of any amount payable to the Hedge Provider, the Redraw Facility Provider (other than the Redraw Principal Outstanding), the Liquidity Facility Provider, the Arranger and each Joint Lead Manager under the relevant Hedge Agreement, Redraw Facility Agreement, Liquidity Facility Agreement and Dealer Agreement (as the case may be) to the extent not already paid from Total Investor Revenues on that Distribution Date.

Any amount remaining will be paid to the Income Unitholder.

Excess Revenue Reserve

On each Determination Date, the Manager must determine whether there is a Gross Liquidity Shortfall in respect of that Determination Date. If the Manager determines there is such a Gross Liquidity Shortfall, the Manager must direct the Trustee to withdraw from the Excess Revenue Reserve an amount equal to the lesser of:

(a) the Gross Liquidity Shortfall; and

(b) the balance of the Excess Revenue Reserve,

(an "**Excess Revenue Reserve Draw Total Expenses**") and apply that amount as part of the Total Investor Revenues on the next Distribution Date.

On each Determination Date, the Manager must determine whether there is a Notional Defaulted Amount Insufficiency in respect of that Determination Date. If the Manager determines there is such a Notional Defaulted Amount Insufficiency, the Manager must direct the Trustee to withdraw from the Excess Revenue Reserve an amount equal to the lesser of:

(a) the Notional Defaulted Amount Insufficiency; and

(b) the balance of the Excess Revenue Reserve less any Excess Revenue Reserve Draw Total Expenses to be withdrawn on the immediately following Distribution Date,

(an "**Excess Revenue Reserve Draw Defaulted Amount**") and apply that amount as part of the Total Principal Collections on the next Distribution Date.

For further details on the Excess Revenue Reserve, see Section 7.10.

Allocation of Charge-Offs:

Class A Noteholders, Class A-R Noteholders, Class AB Noteholders, Class B Noteholders, Class C Noteholders, Class D Noteholders and Redraw Noteholders will have the benefit of Charge-Offs being allocated first to the Class E Notes. That is, to the extent that there is a loss on a Housing Loan which is not satisfied by a claim under any Mortgage Insurance Policy corresponding to that Housing Loan, or by application of Excess Investor Revenues, the amount of the loss will be allocated pari passu and rateably to the Class E Notes, reducing the Stated Amount of the Class E Notes until their Stated Amount is zero. The amount of any remaining loss once the Stated Amount of the Class E Notes has been reduced to zero, will then be allocated pari passu and rateably to the Class D Notes, reducing the Stated Amount of the Class D Notes until their Stated Amount is zero. The amount of any remaining loss once the Stated Amount of the Class D Notes has been reduced to zero will then be allocated pari passu and rateably to the Class C Notes, reducing the Stated Amount of the Class C Notes until their Stated Amount is zero. The amount of any remaining loss once the Stated Amount of the Class C Notes has been reduced to zero will then be allocated pari passu and rateably to the Class B Notes, reducing the Stated Amount of the Class B Notes until their Stated Amount is zero. The amount of any remaining loss once the Stated Amount of the Class B Notes has been reduced to zero will then be allocated pari passu and rateably to the Class AB Notes, reducing the Stated Amount of the Class AB Notes until their Stated Amount is zero. The amount of any remaining loss once the Stated Amount of the Class AB Notes has been reduced to zero will then be allocated pari passu and rateably to the Class A Notes, the Class A-R Notes (if issued) and the Redraw Notes, reducing the Stated Amount of the Class A Notes, the Class A-R Notes (if issued) and the Redraw Notes until they are zero.

Collections Account:

Before the Closing Date, the Trustee will establish an account (or accounts) (the "**Collections Account**") into which all Collections received in respect of the Series Trust must be paid. The Collections Account must be maintained with an Eligible Depository and may be held with the Servicer if the Servicer is an Eligible Depository.

Where the Servicer is not an Eligible Depository, the Collections Account may still be maintained with the Servicer provided that:

(a) the Servicer's obligations to credit to, and repay from, in accordance with normal banking practice, monies deposited and to be deposited to the Collections Account are supported by a standby guarantee in a form in respect of which the Manager has issued a Ratings Affirmation Notice (a "**Servicer Standby Guarantee**"); or

(b) the Manager has issued a Ratings Affirmation Notice in relation to the Collections Account being held with the Servicer.

The Servicer must deposit all Collections received by the Servicer into the Collections Account within 2 Business Days following its receipt (or where the Servicer is not an Eligible Depository, within 1 Business Day following its receipt). However, if the Collections Account is maintained with the Servicer or is able to be maintained with the Servicer, the Servicer may retain the Collections until 10:00 am on the day which is 1 Business Day before the Distribution Date following the end of the Monthly Period.

If, while the Collections Account is maintained with the Servicer, the Trustee becomes aware that the Collections Account cannot continue to be maintained with the Servicer, the Trustee must immediately establish a new interest bearing Collections Account with an Eligible Depository and transfer the funds standing to the credit of the old Collections Account to the new Collections Account.

Principal Draw

On each Determination Date, the Manager must determine whether there is a Net Liquidity Shortfall in respect of that Determination Date. If the Manager determines there is such a Net Liquidity Shortfall, the Manager must direct the Trustee to allocate from Collections for that Monthly Period an amount equal to the lesser of:

(a) the Net Liquidity Shortfall; and

(b) where the Collections exceed the Finance Charges for that Monthly Period, the amount of such excess or, where the Finance Charges exceed the Collections for that Monthly Period, zero,

(a "**Principal Draw**") and apply that amount as part of the Total Investor Revenues on the next Distribution Date.

Liquidity Facility

On each Determination Date, the Manager must determine whether there is a Remaining Net Liquidity Shortfall in respect of that Determination Date. If the Manager determines there is such a Remaining Net Liquidity Shortfall:

(a) where that Determination Date occurs other than during a Cash Deposit Period, the Manager must request an advance under the Liquidity Facility equal to the lesser of the Remaining Net Liquidity Shortfall and the amount which is available for drawing under the Liquidity Facility; or

(b) where that Determination Date occurs during a Cash Deposit Period, the Manager must direct the Trustee to apply from the Cash Deposit Account an amount equal to the lesser of the Remaining Net Liquidity Shortfall and the

Cash Deposit in accordance with the Liquidity Facility Agreement.

The amount which is available for drawing under the Liquidity Facility is equal to the un-utilised portion of the Liquidity Facility Limit.

Drawings under the Liquidity Facility will be subject to certain conditions precedent.

For further details on the Liquidity Facility see Section 9.2.

Extraordinary Expense Reserve Draw

On each Determination Date, the Manager must determine if there are any Extraordinary Expenses in respect of that Determination Date. If the Manager determines there are Extraordinary Expenses, the Manager must, on behalf of the Trustee, make a drawing from the Extraordinary Expense Reserve of an amount equal to the lesser of:

(a) the amount of such Extraordinary Expenses on that Determination Date; and

(b) the balance of the Extraordinary Expense Reserve on that Determination Date.

For further details on the Extraordinary Expense Reserve see Section 7.11.

Redraw Facility

BEN will continue to provide Redraws to mortgagors in connection with the Housing Loans. Where BEN provides such Redraws from its own funds, BEN will be deemed to have made an advance, as Redraw Facility Provider, under the Redraw Facility (up to a total aggregate amount equal to the un-utilised portion of the Redraw Facility Limit). The provision of the Redraw Facility will be subject to normal credit criteria and a market rate of interest will be charged.

Drawings under the Redraw Facility will be subject to certain conditions precedent.

For further details on the Redraw Facility, see Section 9.3.

Hedge Agreements:

In order to hedge the mismatch between the rates of interest on the Housing Loans and the Trustee's floating rate obligations under the Notes, the Trustee and the Manager will enter into the Basis Swap and the Fixed Rate Swap with a Hedge Provider.

BEN will be the initial Hedge Provider for the Basis Swap and the Fixed Rate Swap.

NAB will act as the Standby Swap Provider in respect of the Fixed Rate Swap. In certain circumstances this role will require NAB to assume the rights and obligations of BEN as Hedge Provider under the Fixed Rate Swap.

The Basis Swap and the Fixed Rate Swap will each be governed by the terms of the relevant Hedge Agreement.

For further details in relation to the swaps, see Section 9.1

Threshold Mortgage Rate:

On each Determination Date after the Basis Swap terminates the Manager must determine the rate that is the aggregate of the minimum interest rate required to be set on Housing Loans which are subject to a variable rate (net of any interest off-set benefits in relation to the

Interest Off-Set Accounts (if any) in relation to the Housing Loans forming part of the Assets of the Series Trust), when aggregated with the income produced by the rate of interest on all other Housing Loans, to ensure that the Trustee will have available to it sufficient Finance Charges to enable it to pay the Total Expenses as they fall due plus 0.25% (the "**Threshold Mortgage Rate**") and notify that rate to the Trustee and the Servicer on or prior to the following Distribution Date.

For further details, see Section 9.1.2.

Security Trust Deed: The obligations of the Trustee in respect of the Notes (among other obligations) are secured by a security interest granted by the Trustee over the Assets of the Series Trust in favour of the Security Trustee pursuant to the Security Trust Deed. The Security Trust Deed and the order of priority in which the proceeds of enforcement of the security interest granted under the Security Trust Deed are to be applied are described in Section 9.4.

2.8 Further Information

Transfer: Following their issue, the Notes may (unless lodged with Austraclear) only be purchased or sold by execution and registration of a Note Transfer. For further details, see Sections 4.8 and 4.10.

The Notes can only be transferred if the relevant offer or invitation to purchase:

(a) is not made to a Retail Client;

(b) complies with all applicable laws in all jurisdictions in which the offer or invitation is made; and

(c) is in accordance with the listing and market rules of any exchange on which the Notes are listed or quoted as those rules apply to the Notes.

Austraclear: Following issue, the Notes can be lodged with Austraclear. For further details, see Section 4.10.

Announcement: The Joint Lead Managers announce that in connection with the issue of the Notes:

(a) Austraclear will confer rights in the Notes to certain of its members; and

(b) as a result of the issue of the Notes in this manner, those rights will be able to be created.

Stamp Duty: The Manager has received advice that none of the issue, the transfer, nor the redemption of the Notes will currently attract stamp duty in any jurisdiction of Australia.

Withholding Tax and TFNs: Payments of interest on the Notes will be reduced by any applicable withholding taxes. The Trustee is not obligated to pay any additional amounts to the Noteholders to cover any withholding taxes. This will be the case whether a Noteholder is an initial holder of the Notes or subsequently acquires the Notes.

Under present law, the Notes will not be subject to Australian interest withholding tax if they are issued in accordance with certain prescribed conditions set out in section 128F of the Tax Act and they

are not acquired directly or indirectly by any Offshore Associate of the Trustee or BEN (other than a Permitted Offshore Associate). The Joint Lead Managers have agreed with the Trustee to offer the Notes for subscription or purchase in accordance with certain procedures intended to result in the public offer test being satisfied and all Notes having the benefit of the section 128F exemption. One of these conditions is that the Trustee must not know or have reasonable grounds to suspect that a Note, or an interest in a Note, was being, or would later be, acquired directly or indirectly by any Offshore Associates of the Trustee or BEN. Accordingly, Offshore Associates of the Trustee or BEN (other than a Permitted Offshore Associate) should not acquire Notes. For further information see Section 12.1 ("Interest withholding tax").

Tax may be deducted from payments to an Australian resident Noteholder or a non-resident holding the Notes in carrying on business at or through a permanent establishment in Australia, who does not provide the Trustee with a tax file number or an Australian Business Number (where applicable) unless an exemption applies to that Noteholder.

Noteholders and prospective Noteholders should obtain advice from their own tax advisers in relation to the tax implications of an investment in the Notes.

3. CREDIT RATING

It is anticipated that the Class A Notes will be rated AAA(sf) by S&P and AAAsf by Fitch, the Class AB Notes will be rated AAA(sf) by S&P and AAAsf by Fitch, the Class B Notes will be rated AA(sf) by S&P, the Class C Notes will be rated A(sf) by S&P and the Class D Notes will be rated BBB(sf) by S&P. It is anticipated that the Class E Notes will not be rated. The ratings of the Notes should be evaluated independently from similar ratings on other types of notes or securities. A credit rating by a rating agency is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, qualification or withdrawal at any time by the relevant rating agency. A revision, suspension, qualification or withdrawal of the credit rating of the Notes may adversely affect the market price of the Notes. In addition, the credit rating of the Notes do not address the expected timing of principal repayments under the Notes, only that principal will be received no later than the Maturity Date. Other than Section 1.16, the Rating Agencies have not been involved in the preparation of this Information Memorandum.

4. DESCRIPTION OF THE NOTES AND REDRAW NOTES

4.1 General Description of the Notes and Redraw Notes

The Notes constitute debt securities issued by the Trustee in its capacity as trustee of the Series Trust. They are characterised as secured, pass-through, floating rate and limited recourse debt securities and are issued with the benefit of, and subject to, the Master Trust Deed, the Series Supplement and the Security Trust Deed.

The Notes have been divided into 7 classes: the Class A Notes, the Class A-R Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. In certain circumstances, the Trustee may issue Redraw Notes as described in Section 7.5.5.

Further details of the ranking of the Notes prior to and after the enforcement of the Charge under the Security Trust Deed are set out in Section 2.5.

4.2 Interest on the Notes and Redraw Notes

4.2.1 Period for which the Notes accrue interest

Each Class A Note, Class AB Note, Class B Note, Class C Note, Class D Note and Class E Note bears interest from (and including) the Closing Date until it is redeemed in accordance with Section 4.3.5.

Each Class A-R Note (if issued) bears interest from (and including) the Class A-R Issue Date until it is redeemed in accordance with Section 4.3.5.

Each Redraw Note (if issued) bears interest from (and including) its Issue Date until it is redeemed in accordance with Section 4.3.5.

4.2.2 Categorisation of the Notes

The Notes issued by the Trustee are Floating Rate Notes.

Floating Rate Notes are Notes which bear Interest at a floating rate. During the period for which Floating Rate Notes bear interest as described in Section 4.2.1, Interest on Floating Rate Notes is payable on a monthly basis on the Distribution Date immediately following the end of an Interest Period (each such date being an "**Interest Payment Date**" in respect of the Floating Rate Notes) (see Section 4.2.3).

4.2.3 Interest Periods - Floating Rate Notes

The period during which a Floating Rate Note accrues interest (as described above) is divided into periods (each an "**Interest Period**").

The first Interest Period in respect of the Notes (excluding any Redraw Notes and Class A-R Notes) commences on (and includes) the Closing Date and ends on (but does not include) the first Distribution Date (being 9 July 2019). Each succeeding Interest Period commences on (and includes) a Distribution Date and ends on (but does not include) the next Distribution Date. The final Interest Period ends on (but does not include) the date on which interest ceases to accrue on the Notes (as described in Section 4.2.1).

4.2.4 Interest Rates

The Interest Rate for each Interest Period in respect of the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes each being Floating Rate Notes, is the Bank Bill Rate for the Interest Period plus the applicable Margin for that Class.

The Margins for the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be determined on the Pricing Date by agreement between the Manager, the Arranger and the Joint Lead Managers. The Margins will be notified to prospective Noteholders by the Joint Lead Managers prior to the Issue Date.

The Margin for the Class A-R Notes (if issued) will be determined by agreement between the Manager and others before the Class A-R Issue Date.

An additional margin of 0.25% per annum will be added to the Margin for the Class A Notes, the Class A-R Notes (if issued) and the Class AB Notes for each Interest Period following (and including):

(i) in respect of the Class A Notes only, the earlier of:

(A) the Class A Refinancing Date First Possible; and

(B) the Clean-Up Date; and

(ii) in respect of the Class A-R Notes (if issued) and the Class AB Notes only, the Clean-Up Date.

No such additional margin is payable in respect of the Redraw Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

If Redraw Notes, being Floating Rate Notes, are issued the Interest Rate applicable to them will be equal to the Bank Bill Rate for the Interest Period plus a Margin determined at the time of their issue by the Manager.

4.2.5 Calculation of Interest on the Notes and Redraw Notes

Interest on the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Redraw Notes is calculated for each Interest Period:

(a) on:

(i) subject to paragraph (ii) below, the Invested Amount of that Class on the first day of the Interest Period (after taking into account any reductions in the Invested Amount on that day);

(ii) the Stated Amount of that Class on the first day of the Interest Period (after taking into account any reductions in the Stated Amount on that day), if on the first day of the relevant Interest Period the Stated Amount of the Notes is zero;

(b) at the Interest Rate for that Class for that Interest Period; and

(c) on the actual number of days in that Interest Period and based on a year of 365 days.

4.2.6 Interest Payment on each Distribution Date

If Total Investor Revenues are sufficient for this purpose, Interest on the Notes will be paid in arrears on each Distribution Date following the end of an Interest Period.

If Total Investor Revenues available for payment of Interest on the Notes are insufficient for the payment in full of Interest on the Notes on a Distribution Date, the amount available will be applied first in satisfying on a pari passu and rateable basis the Interest due on the Distribution Date in respect of the Redraw Notes and any Interest on the Redraw Notes remaining unpaid from prior Distribution Dates.

Only after all Interest due in respect of the Redraw Notes have been satisfied will Interest due in respect of the Class A Notes and the Class A-R Notes (if issued) on the relevant Distribution Date and any Interest on the Class A Notes and the Class A-R Notes (if issued) remaining unpaid from prior Distribution Dates be paid.

Only after all Interest due in respect of the Class A Notes and the Class A-R Notes (if issued) (and prior ranking amounts) have been satisfied will Interest due in respect of the Class AB Notes on the relevant Distribution Date and any Interest on the Class AB Notes remaining unpaid from prior Distribution Dates be paid.

Only after all Interest due in respect of the Class AB Notes (and prior ranking amounts) have been satisfied will Interest due in respect of the Class B Notes on the relevant Distribution Date and any Interest on Class B Notes remaining unpaid from prior Distribution Dates be paid pari passu and rateably.

Only after all Interest due in respect of the Class B Notes (and prior ranking amounts) have been satisfied will Interest due in respect of the Class C Notes on the relevant Distribution Date and any Interest on Class C Notes remaining unpaid from prior Distribution Dates be paid pari passu and rateably.

Only after all Interest due in respect of the Class C Notes (and prior ranking amounts) have been satisfied will Interest due in respect of the Class D Notes on the relevant Distribution Date and any Interest on the Class D Notes remaining unpaid from prior Distribution Dates be paid pari passu and rateably.

Only after all Interest due in respect of the Class D Notes (and prior ranking amounts) have been satisfied will Interest due in respect of the Class E Notes on the relevant Distribution Date and any Interest on the Class E Notes remaining unpaid from prior Distribution Dates be paid pari passu and rateably.

A failure to pay Interest on the Class A Notes, Class A-R Notes (if issued) or Redraw Notes (if issued) within a specified period of time (see Section 9.4.2) will be an event of default under the Security Trust Deed. The events of default and the remedies available to Noteholders are detailed in Sections 9.4.2 and 9.4.3. A failure to pay Interest:

(a) on the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will not be an event of default under the Security Trust Deed while any Class A Notes, Class A-R Notes (if issued) or Redraw Notes (if issued) are outstanding; or

(b) on the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will not be an event of default under the Security Trust Deed while any Class AB Notes are outstanding; or

(c) on the Class C Notes, the Class D Notes and the Class E Notes will not be an event of default under the Security Trust Deed while any Class B Notes are outstanding; or

(d) on the Class D Notes and the Class E Notes will not be an event of default under the Security Trust Deed while any Class C Notes are outstanding; or

(e) on the Class E Notes will not be an event of default under the Security Trust Deed while any Class D Notes are outstanding.

No interest accrues on the amount of any Interest shortfall.

The method for calculating whether there are sufficient Total Investor Revenues available on a Distribution Date for the payment of Interest on the Notes for the Interest Period then ended (and any shortfalls of Interest from previous Interest Periods) is set out in Section 7.

4.3 Principal Repayments on the Notes and Redraw Notes

4.3.1 Final Redemption

Unless previously redeemed (or deemed to be redeemed) in full, the Notes will be redeemed at their then Invested Amount, together with all accrued but unpaid interest on the Distribution Date falling in December 2050 (the "**Maturity Date**").

4.3.2 Repayment of Principal on the Notes

(a) Class A Notes, Class A-R Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes.

On a Distribution Date prior to the enforcement of the Charge, if the Serial Paydown Triggers have not occurred on the Determination Date immediately preceding that Distribution Date and to the extent that Total Principal Collections are sufficient for this purpose (after payment of

prior ranking distributions of Total Principal Collections, including payments to the Redraw Noteholders, as described in Section 4.3.3 below) the remaining Total Principal Collections for that Distribution Date will be applied:

(i) first:

(A) to the Class A Noteholders in repayment of principal in respect of the Class A Notes, pari passu and rateably amongst the Class A Notes until the Stated Amount of the Class A Notes is reduced to zero; and

(B) to the Class A-R Noteholders in repayment of principal in respect of the Class A-R Notes, pari passu and rateably amongst the Class A-R Notes until the Stated Amount of the Class A-R Notes is reduced to zero;

(ii) next, to the Class AB Noteholders in repayment of principal in respect of the Class AB Notes, pari passu and rateably amongst the Class AB Notes until the Stated Amount of the Class AB Notes is reduced to zero;

(iii) next, to the Class B Noteholders in repayment of principal in respect of the Class B Notes, pari passu and rateably amongst the Class B Notes until the Stated Amount of the Class B Notes is reduced to zero;

(iv) next, to the Class C Noteholders in repayment of principal in respect of the Class C Notes, pari passu and rateably amongst the Class C Notes until the Stated Amount of the Class C Notes is reduced to zero;

(v) next, to the Class D Noteholders in repayment of principal in respect of the Class D Notes, pari passu and rateably amongst the Class D Notes until the Stated Amount of the Class D Notes is reduced to zero; and

(vi) next, to the Class E Noteholders in repayment of principal in respect of the Class E Notes, pari passu and rateably amongst the Class E Notes until the Stated Amount of the Class E Notes is reduced to zero.

On a Distribution Date prior to the enforcement of the Charge, if the Serial Paydown Triggers have occurred on the Determination Date immediately preceding that Distribution Date and to the extent that Total Principal Collections are sufficient for this purpose (after payment of prior ranking distributions of Total Principal Collections, including payments to the Redraw Noteholders, as described in Section 4.3.3 below) the remaining Total Principal Collections for that Distribution Date will be applied pari passu and rateably:

(i) to the Class A Noteholders in repayment of principal in respect of the Class A Notes, pari passu and rateably amongst the Class A Notes until the Stated Amount of the Class A Notes is reduced to zero;

(ii) to the Class A-R Noteholders in repayment of principal in respect of the Class A-R Notes, pari passu and rateably amongst the Class A-R Notes until the Stated Amount of the Class A-R Notes is reduced to zero;

(iii) to the Class AB Noteholders in repayment of principal in respect of the Class AB Notes, pari passu and rateably amongst the Class AB Notes until the Stated Amount of the Class AB Notes is reduced to zero;

(iv) to the Class B Noteholders in repayment of principal in respect of the Class B Notes, pari passu and rateably amongst the Class B Notes until the Stated Amount of the Class B Notes is reduced to zero;

(v) to the Class C Noteholders in repayment of principal in respect of the Class C Notes, pari passu and rateably amongst the Class C Notes until the Stated Amount of the Class C Notes is reduced to zero;

(vi) to the Class D Noteholders in repayment of principal in respect of the Class D Notes, pari passu and rateably amongst the Class D Notes until the Stated Amount of the Class D Notes is reduced to zero; and

(vii) to the Class E Noteholders in repayment of principal in respect of the Class E Notes, pari passu and rateably amongst the Class E Notes until the Stated Amount of the Class E Notes is reduced to zero.

The determination and allocation of Total Principal Collections is explained in Sections 7.5.1 and 7.5.3.

4.3.3 Redraw Notes

On each Distribution Date prior to the enforcement of the Charge, to the extent that Total Principal Collections are sufficient for this purpose (after payment of prior ranking distributions of Total Principal Collections) the Trustee, at the direction of the Manager, must apply the Total Principal Collections towards repayment of the Stated Amounts of the Redraw Notes, until these are reduced to zero, in the order of their issue (pari passu and rateably amongst such Redraw Notes), such that a Redraw Note does not receive a principal repayment until the Stated Amounts of all earlier issued Redraw Notes have been reduced to zero. The Redraw Notes rank in priority to the Notes for repayments of principal and payments of Interest.

4.3.4 Note 10% Call Option

The Trustee must if so directed by the Manager (given in the Manager's discretion) and on giving 5 Business Days' notice to the Noteholders and Redraw Noteholders, redeem all of the then outstanding Notes and Redraw Notes ("**Note 10% Call Option**") on any Distribution Date falling on or after the Clean-Up Date.

The Manager may only direct the Trustee to redeem the Notes and Redraw Notes in accordance with the foregoing if the Trustee will have sufficient funds available to it on the relevant Distribution Date to ensure that the Noteholders and Redraw Noteholders will receive the aggregate of the then Invested Amount of the Notes and Redraw Notes, as applicable, and the Interest payable on the Notes and Redraw Notes, as applicable, or otherwise the aggregate Stated Amount of the Notes and Redraw Notes, as applicable, (rather than the Invested Amount) if the Noteholders and Redraw Noteholders have approved the redemption at the Stated Amount by an extraordinary resolution (being a resolution passed at a meeting of the Noteholders and Redraw Noteholders convened and held by a majority of not less than three quarters of the votes cast thereat or a resolution in writing signed by all Noteholders and Redraw Noteholders).

The Clean-Up Offer may, but need not, be exercised by BEN in conjunction with the exercise by the Trustee of the Note 10% Call Option.

4.3.5 Redemption on Final Payment

Upon a final distribution being made in respect of the Notes in the circumstances described in Section 10.6.4 or under the Security Trust Deed, the Notes will be deemed to be redeemed and discharged in full and any obligation to pay any unpaid interest, any then unpaid Invested Amount or any other amounts in relation to the Notes will be extinguished in full. Thereafter the Notes will cease to exist and the Noteholders will have no further rights or entitlements in respect of their Notes.

4.3.6 Optional redemption on or after the Class A Refinancing Date First Possible

(a) Prior to the Determination Date immediately preceding the Class A Refinancing Date First Possible, the Manager agrees to use its reasonable endeavours to arrange, on behalf of the Trustee, the marketing and issuance of Class A-R Notes, in accordance with Section 7.5.4:

(i) with an aggregate Initial Invested Amount equal to the Invested Amount of the Class A Notes as at the Class A Refinancing Date First Possible after taking into account any principal repayments to be made under section 7.5.3 on that day (plus any additional amount necessary for parcels of Class A-R Notes to be issued); and

(ii) with the Class A-R Issue Date occurring on the Class A Refinancing Date First Possible.

(b) If the Manager is unable to arrange for the issuance of Class A-R Notes on the Class A Refinancing Date First Possible in accordance with paragraph (a) above and Section 7.5.4, the Manager may (at its discretion), in respect of any Class A Refinancing Date Subsequent, arrange, on behalf of the Trustee, the marketing and issuance of Class A-R Notes, in accordance with Section 7.5.4:

(i) with an aggregate Initial Invested Amount equal to the Invested Amount of the Class A Notes as at the Class A Refinancing Date Subsequent after taking into account any principal repayments to be made under section 7.5.3 on that day (plus any additional amount necessary for parcels of Class A-R Notes to be issued); and

(ii) with the Class A-R Issue Date to occur on that Class A Refinancing Date Subsequent.

(c) If the Clean-Up Date has occurred, or is expected to occur on the Class A Refinancing Date First Possible or the relevant Class A Refinancing Date Subsequent (as applicable), the obligations and rights of the Manager under paragraphs (a) and (b) are subject to the provisions of Section 6.5.10.

4.3.7 No Payment in Excess of Invested Amount

No amount of principal will be paid to a Noteholder in excess of the Invested Amount applicable to the Notes held by that Noteholder.

4.4 Payments

4.4.1 Method of Payment

Any amounts payable by the Trustee to a Noteholder will be paid in Australian dollars and may be paid by:

(a) electronic transfer through Austraclear;

(b) at the option of the Noteholder (which may be exercised on a Note Transfer), direct transfer to a designated bank account in Australia of the Noteholder; or

(c) any other manner specified by the Noteholder and agreed to by the Manager and the Trustee.

4.4.2 Rounding of Interest and Principal Payments

All payments in respect of Interest and principal on the Notes will be rounded to the nearest cent (half a cent or more being rounded upward).

4.5 Reporting of Pool Performance Data

The Manager or a person nominated by the Manager will, on a monthly basis, publish on Bloomberg (or another similar electronic reporting service) pool performance data.

Pool performance data will include:

(a) performance data relating to the Notes issued (including principal outstanding and Interest Rates);

(b) Note Factors;

(c) prepayment rates;

(d) arrears statistics; and

(e) default statistics.

4.6 The Register of Noteholders

The Trustee will maintain the Register at its office in Sydney.

The Register will include the names and addresses of the Noteholders and a record of each payment made in respect of the Notes.

The Register is the only conclusive evidence of the title of a person recorded in it as the holder of a Note.

The Trustee may from time to time close the Register for periods not exceeding 35 Business Days in aggregate in any calendar year (or such greater period as may be permitted by the Corporations Act).

In addition to the above period, the Register may be closed by the Trustee at 4.30 pm (Sydney time) on the Business Day prior to each Determination Date (or such other Business Day as is notified by the Trustee to the Noteholders from time to time) for the purpose of calculating entitlements to Interest and principal on the Notes. The Register will be re-opened at the commencement of business on the Business Day immediately following the Determination Date on which such calculations are made. On each Distribution Date, principal and Interest on the Notes will be paid to those Noteholders whose names appear in the Register at the opening of business (at the place where the Register is located) on the Record Date immediately preceding that Distribution Date.

The Register may be inspected by a Noteholder during normal business hours in respect of information relating to that Noteholder only. Copies of the Register may not be taken by the Manager or Noteholders. However, the Trustee must make a copy of the Register available to the Manager within 1 Business Day of the Manager's request for a copy.

The Trustee, with the Manager's approval, may cause the Register to be maintained by a third party on its behalf, and require that person to discharge the Trustee's obligations in relation to the Register.

4.7 Note Certificates

No global definitive certificate or other instrument will be issued to evidence a person's title to Notes. Instead, each Noteholder will be issued with a certificate ("**Note Certificate**") under which the Trustee acknowledges that the Noteholder has been entered in the Register in respect of the Notes referred to in that Note Certificate. A Note Certificate is not a certificate of title as to the relevant Notes. It cannot, therefore, be pledged or deposited as security nor can Notes be transferred by delivery of only a Note Certificate to a proposed transferee.

If a Note Certificate becomes worn out or defaced, then upon production of it to the Trustee, a replacement will be issued. If a Note Certificate is lost or destroyed, and upon proof of this to the satisfaction of the Trustee and the provision of such indemnity as the Trustee considers adequate, a replacement Note Certificate will be issued. A fee not exceeding $10 may be charged by the Trustee for a replacement Note Certificate.

4.8 Transfer of Notes

Subject to the following conditions, a Noteholder is entitled to transfer any of its Notes:

(a) if the offer for sale or invitation to purchase to the proposed transferee by the Noteholder:

(i) is not made to a Retail Client; and

(ii) complies with any applicable laws in all jurisdictions in which the offer or invitation is made;

(b) unless lodged with Austraclear as explained in Section 4.10, all transfers of Notes must be effected by a Note Transfer. Note Transfers are available from the Trustee's registry office. Every Note Transfer must be duly completed, duly stamped (if applicable), executed by the transferor and the transferee and lodged for registration with the Trustee accompanied by the Note Certificate for the Notes to which it relates; and

(c) if the offer is in accordance with the listing and market rules of any exchange on which the Notes are listed or quoted as those rules apply to the Notes.

For the purposes of accepting a Note Transfer, the Trustee is entitled to assume that it is genuine (unless it has actual knowledge to the contrary).

The Trustee is authorised to refuse to register any Note Transfer if:

(a) it is not duly completed, executed and (if necessary) stamped;

(b) it contravenes or fails to comply with the terms of the Master Trust Deed or the Series Supplement; or

(c) the transfer would result in a contravention of, or a failure to observe the provisions of a law of the Commonwealth of Australia or of a State or Territory of the Commonwealth of Australia.

The Trustee is not bound to give any reason for refusing to register any Note Transfer and its decision is final, conclusive and binding. If the Trustee refuses to register any Note Transfer, it must as soon as practicable following that refusal, send to the transferor and the purported transferee notice of that refusal.

A Note Transfer will be regarded as received by the Trustee on the Business Day that the Trustee actually receives the Note Transfer at the place at which the Register is then kept. Subject to the power of the Trustee to refuse to register a Note Transfer, the Note Transfer will take effect from the beginning of the Business Day on which the Note Transfer is received by the Trustee. However, if a Note Transfer is received by the Trustee after 4.30 pm (Sydney time) on a Business Day in Sydney the Note Transfer will not take effect until the next Business Day. If a Note Transfer is received by the Trustee during any period when the Register, or the relevant part of the Register, is closed for any purpose or on any weekend or public holiday, the Note Transfer will take effect from the beginning of the next Business Day on which the Register (or the relevant part of the Register) is open.

Where a Note Transfer is registered after the closure of the Register but prior to any payments that are due to be paid to Noteholders then Interest or principal due on the Notes on the following Distribution Date will be paid to the transferor and not the transferee.

Upon registration of a Note Transfer, the Trustee will, within 10 Business Days of registration, issue a Note Certificate to the transferee in respect of the relevant Notes and, where applicable, issue to the transferor a Note Certificate for the balance of the Notes retained by the transferor.

4.9 Marked Note Transfer

A Noteholder may request the Trustee, or any third party appointed by the Trustee to maintain the Register as described in Section 4.6, to provide a marked Note Transfer in relation to its Notes. Once a Note Transfer has been marked by the Trustee or any such third party, for a period of 90 days thereafter (or such other period as is determined by the Manager), the Trustee or that third party will not register any transfer of the Notes described in the Note Transfer other than pursuant to that marked Note Transfer.

4.10 Lodgement of Notes in Austraclear

On the Issue Date, it is expected that the Notes will be eligible to be lodged into the Austraclear system by registering Austraclear Limited as the holder of record, for custody in accordance with the Austraclear rules or in such other form as required by the Noteholders. All payments in respect of the Notes lodged into Austraclear will be made to Austraclear Limited, for transfer in accordance with the Austraclear rules. All notices to the Noteholders lodged into the Austraclear system will be directed to Austraclear Limited.

In respect of each of the Notes that are lodged into the Austraclear system, Austraclear Limited will become the registered holder of those Notes in the Register of Holders. While those Notes remain in the Austraclear system:

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

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

4.11 Limit on Rights of Noteholders

Apart from any security interest arising under the Security Trust Deed (as to which see Section 9.4), the Noteholders do not own and have no interest in the Series Trust or any of its assets. In particular, but without prejudice to the rights and powers of the Noteholders under the Security Trust Deed, no Noteholder in its capacity as such is entitled to:

(a) interfere with or question the exercise or non-exercise of the rights or powers of BEN, the Servicer, the Manager or the Trustee in their dealings with the Series Trust or any Assets of the Series Trust;

(b) require the transfer to it of any Asset of the Series Trust;

(c) attend meetings or take part in or consent to any action concerning any property or corporation in which the Trustee has an interest;

(d) exercise any rights, powers or privileges in respect of any Asset of the Series Trust;

(e) lodge a caveat or other notice forbidding the registration of any person as transferee or proprietor of, or any instrument affecting, any Asset of the Series Trust or claiming any estate or interest in any Asset of the Series Trust;

(f) negotiate or communicate in any way with any person in respect of any Housing Loan or with any person providing a Support Facility to the Trustee;

(g) seek to wind up or terminate the Series Trust;

(h) seek to remove the Servicer, the Manager or the Trustee;

(i) take any proceedings including, without limitation, against the Trustee, the Manager, BEN or the Servicer or in respect of the Series Trust or the Assets of the Series Trust. This will not limit the right of Noteholders to compel the Trustee, the Manager or the Security Trustee to comply with their respective obligations under the Master Trust Deed and the Series Supplement (in the case of the Trustee and the Manager) and the Security Trust Deed (in the case of the Security Trustee);

(j) have any recourse to the Trustee or the Manager in their personal capacity, except to the extent of its fraud, negligence or wilful default; or

(k) have any recourse to BEN or the Servicer in respect of a breach by BEN or the Servicer of their respective obligations under the Series Supplement.

4.12 Notices to Noteholders

Notices, requests and other communications by the Trustee or the Manager to Noteholders may be made by:

(a) advertisement placed on a Business Day in The Australian Financial Review (or other nationally delivered newspaper); or

(b) registered mail, postage prepaid, to the address of the Noteholder as shown in the Register. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the Noteholder actually receives the notice.

4.13 Joint Noteholders

Where Notes are held jointly, any notices in relation to the Notes which are sent by mail will be sent only to the person whose name appears first in the Register.

Any moneys due in respect of Notes which are held jointly will be paid to the account or person nominated by the joint Noteholders for that purpose or, if an account or person is not nominated, only to the person whose name appears first on the Register, except that in the case of payment by cheque, the cheque will be payable to the joint Noteholders.

5. SOME RISK FACTORS

The purchase, and subsequent holding, of the Notes is not free of risk. The Manager believes that the risks described below are some of the principal risks inherent in the transaction for Noteholders and that the discussion in relation to those Notes indicates some of the possible implications for Noteholders. However, the inability of the Trustee to pay Interest or principal on the Notes may occur for other reasons and the Manager does not in any way represent that the description of the risks outlined below is exhaustive. It is only a summary of some particular risks. Further, although the Manager believes that the various structural protections available to Noteholders lessen certain of these risks, there can be no assurance that these measures will be sufficient to ensure the payment or distribution of Interest or principal on the Notes on a timely or full basis. Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum and make their own independent investigation and seek their own independent advice as to the potential risks involved in purchasing and holding the Notes.

5.1 Limited Liability under the Notes

The Notes are debt obligations of the Trustee in its capacity as trustee of the Series Trust. The Trustee's liability in respect of the Notes is limited to, and can be enforced against the Trustee only to the extent to which it can be satisfied out of, the Assets of the Series Trust out of which the Trustee is actually indemnified for the liability except in certain limited circumstances (as to which see Section 10.3.11).

There can be no assurance that the Assets of the Series Trust will be sufficient to make all interest and principal payments on the Notes. If the Assets of the Series Trust are insufficient to pay the interest and principal on the Notes when due, there will be no other source from which to receive these payments and the Noteholder may experience a loss or receive a lower yield on the investment than expected.

5.2 Secondary Market Risk

There is currently no secondary market for the Notes. The Joint Lead Managers have undertaken to use reasonable endeavours, subject to market conditions, to assist Noteholders so requesting it to locate potential purchasers of Notes from time to time in order to facilitate liquidity in the Notes. There is no assurance that as a result of this action any secondary market 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.

5.3 Timing of Principal Distributions

Set out below is a description of some circumstances in which the Trustee may receive early or delayed repayments of principal on the Housing Loans and, and as a result of which the Noteholders may receive repayments of principal on the Notes earlier or later than would otherwise have been the case:

(a) enforcement proceeds received by the Trustee due to a borrower having defaulted on its Housing Loan;

(b) receipt of insurance proceeds by the Trustee in relation to an insurance claim in respect of a Housing Loan;

(c) repurchases of Housing Loans by BEN as a result of any one of the following occurring:

  (i) the discovery and subsequent notice by the Trustee, BEN or the Manager, no later than 5 Business Days prior to the expiry of the relevant Prescribed Period, that any of the representations and warranties made by BEN in respect of a certain Housing Loan were incorrect when given (see Sections 6.2.4 and 6.2.5);

  (ii) BEN making a Further Advance under a Housing Loan, providing an additional feature in relation to a Housing Loan or for any similar purpose (see Section 6.5.8);

(iii) there being a change in law which leads to the Series Trust being terminated early and the Housing Loans are then repurchased by BEN or sold to a third party (see Section 10.6); or

(iv) BEN repurchasing the balance of the Housing Loans following an offer by the Manager on behalf of the Trustee on or following the termination of the Series Trust (see Section 10.6.3) or on a Distribution Date on or after the Clean-Up Date (see Section 6.5.10);

(d) the Servicer is obliged to service the Housing Loans in accordance with its Servicing Guidelines or, to the extent not covered by the Servicing Guidelines, the standards and practices of a prudent lender in the business of making retail home loans. There is no definitive view as to whether the standards and practices of a prudent lender in the business of making retail home loans do or do not include the Servicer's own franchise considerations. If those considerations are included the Servicer would be entitled to consider its own reputation and future business writing prospects in making a determination as to how current Housing Loans are administered. Such a course may result in a delay of principal returns to Noteholders. The Servicer is, however, required to give undertakings as to how it will administer the Housing Loans (see Section 10.5.1) and comply with the express limitations in the Series Supplement;

(e) the terms and conditions of the Housing Loans and related securities allow borrowers, with the consent of the Servicer, to substitute their mortgaged property with a different mortgaged property without necessitating the repayment of the Housing Loan in full. Housing Loans which are secured by mortgaged property which may be substituted in this way may show a slower rate of prepayment than Housing Loans secured by mortgaged property which cannot be substituted in this way;

(f) the terms and conditions of a Standard Housing Loan and its related securities may allow a borrower, at the discretion of the Servicer, to redraw funds previously prepaid by that borrower (see Section 9.3 for a description of the Redraw Facility). This may slow the rate of prepayment on the Housing Loans;

(g) the mortgage which secures a Housing Loan may also secure other financial accommodation provided by BEN. If the mortgagor is in default under that other financial accommodation and the Servicer enforces the relevant mortgage, the proceeds of enforcement will be made available to the Trustee (in priority to BEN) for repayment of the Housing Loan. This may in turn result in the relevant Housing Loan being prepaid earlier than would otherwise be the case. This may occur notwithstanding there being no default under the Housing Loan.

(h) Each of the above factors makes it difficult to reliably predict the actual rate of prepayment of the Housing Loans or the rate and timing of payments of principal on the Notes. There is no guarantee that the actual rate of prepayment on the Housing Loans, or the actual rate of prepayment on the Notes will conform to any particular model or that a Noteholder will achieve the yield expected on an investment on the Notes.

5.4 Principal and interest on the Redraw Notes will be paid before principal and interest on other Notes

If Redraw Notes are issued they will rank ahead of the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes in respect of payment of principal and Interest both prior to and after enforcement of the Charge under the Security Trust Deed.

5.5 Prepayment then Non-Payment

There is the possibility that borrowers who have prepaid an amount of principal under their Housing Loans do not continue to make scheduled payments under the terms of their Housing Loans. Consistent with standard Australian banking practice, the Servicer does not consider such a Housing Loan to be in arrears until such time as the actual principal balance has exceeded the then current Scheduled Balance.

The failure of borrowers to make payments when due after an amount has been prepaid under their Housing Loans may affect the ability of the Trustee to make timely payments of Interest and principal to Noteholders. If the Trustee has insufficient funds to pay Interest on the Notes because the above situation has occurred, the Trustee will be entitled to request a drawing under the Liquidity Facility and to apply Principal Collections and the money held in the Excess Revenue Reserve up to the amount of the deficiency. The Excess Revenue Reserve, Principal Draws and Liquidity Facility mitigate the risk of such a deficiency but may not be sufficient to cover the whole of the deficiency.

5.6 Delinquency and Default Risk

The Trustee's obligations to pay interest and principal on the Notes in full is limited by reference to, amongst other things, receipts under or in respect of the outstanding Housing Loans. Noteholders must rely, amongst other things, for payment upon payments being made under the Housing Loans and on amounts available under any Mortgage Insurance Policies and, if and to the extent available, money available to be drawn under the Liquidity Facility and the Excess Revenue Reserve.

If borrowers fail to make their monthly payments when due (other than when the borrower has prepaid principal under its Housing Loan, as to which see Section 5.5), there is a possibility that the Trustee may have insufficient funds to make full payments of Interest on the Notes and eventual payment of principal to the Noteholders. A wide variety of local or international developments of a legal, social, economic, political or other nature could conceivably affect the performance of borrowers under their Housing Loans.

In particular, as at the Cut-Off Date, some of the Housing Loans will be set at variable rates. These rates are reset from time to time at the discretion of the Servicer (see Section 6.5.5). It is possible, therefore, that if these rates increase significantly relative to historical levels, borrowers may experience distress and increased default rates on the Housing Loans may result.

If a borrower defaults on payments to be made under a Housing Loan and the Servicer seeks to enforce the mortgage securing the Housing Loan, many factors may affect the length of time before the mortgaged property is sold and the proceeds of sale are realised. In such circumstances, the sale proceeds are likely to be less than if the sale was carried out by the borrower in the ordinary course. Any such delay and any loss incurred as a result of the realised proceeds of the sale of the property being less than the principal amount outstanding at that time under the Housing Loan may affect the ability of the Trustee to make payments under the Notes, notwithstanding any amounts that may be claimed under any available Mortgage Insurance Policies (see Section 8) or temporary shortfalls that may be mitigated by the Excess Revenue Reserve, Principal Draws and the Liquidity Facility.

Noteholders will bear the investment risk resulting from the delinquency and default experience of the Housing Loans.

5.7 Servicer Risk

The appointment of the Servicer may be terminated in certain circumstances which are outlined in Section 10.5.4. If the appointment of the Servicer is terminated, the Trustee is obliged to find another entity to perform the role of Servicer for the Series Trust. The appointment of a substitute Servicer will only have effect once the Manager notifies the Rating Agencies of such appointment and the substitute Servicer has executed a deed under which it agrees to service the Housing Loans and related securities upon the same terms as originally agreed to by the Servicer. However, there is no guarantee that a substitute Servicer will be found who would be willing to service the Housing Loans and related securities on the same terms agreed to by the Servicer.

If the Trustee is unable to locate a suitable substitute Servicer, the Trustee must act as the substitute Servicer, and will continue to act in this capacity until a suitable substitute Servicer is found.

The Servicer may also retire as Servicer by giving not less than 3 months' notice in writing to the Trustee and the Rating Agencies (or, if the Trustee has agreed to a lesser period of notice, that lesser period). For further details see Section 10.5.5.

5.8 Assignment and risks of Equitable Assignment

The Housing Loans will initially be assigned to the Trustee by BEN. If the Trustee declares that a Perfection of Title Event has occurred under the Series Supplement (see Section 10.2.1), the Trustee and the Manager must, amongst other things, take all such steps as are necessary to perfect the Trustee's legal title in the mortgages relating to the Housing Loans (or, in the case of the occurrence of an Insolvency Event in relation to BEN, the relevant Housing Loans and related mortgages and collateral securities) (see Section 10.2.1 for further details on Perfection of Title Events). Until such time, the Trustee is not to take any such steps to perfect legal title and, in particular, it will not notify the borrowers or any security providers of its interest in the Housing Loans.

The delay in the notification to a borrower of the Trustee's interest in the Housing Loans may have the following consequences:

(a) until a borrower, guarantor or security provider has notice of the Trustee's interest in the Housing Loans, such person is not bound to make payment to anyone other than BEN, and can obtain a valid discharge from BEN. However, BEN is appointed as the initial Servicer of the Housing Loans and is obliged to deal with all moneys received from borrowers in accordance with the Series Supplement and to service those Housing Loans in accordance with the Servicing Standards;

(b) until a borrower, guarantor or security provider has notice of the Trustee's interest in the Housing Loans, rights of set-off or counterclaim may accrue in favour of the borrower, guarantor or security provider against its obligations under the Housing Loans which may result in the Trustee receiving less money than expected from the Housing Loans (see Section 5.9 below);

(c) for so long as the Trustee holds only an equitable interest in the Housing Loans, the Trustee's interest in the Housing Loans may become subject to the interests of third parties created after the creation of the Trustee's equitable interest but prior to it acquiring a legal interest. To reduce this risk, the Servicer has undertaken not to consent to the creation or existence of any security interest over the mortgages securing the Housing Loans; and

(d) for so long as the Trustee holds only an equitable interest in the Housing Loans, BEN, may need to be a party to certain legal proceedings against any borrower, guarantor or security provider in relation to the enforcement of any Housing Loan. In this regard, the Servicer undertakes to service (including enforce) the Housing Loans in accordance with the Servicing Standards.

5.9 Set-Off

The Housing Loans can only be sold free of set-off to the Trustee to the extent permitted by law. The consequence of this is that if a borrower, guarantor or security provider in connection with a Housing Loan has funds standing to the credit of an account with BEN, or amounts are otherwise payable to such a person by BEN, that person may have a right on the enforcement of the Housing Loan or the related securities or on the insolvency of BEN to set-off BEN's liability to that person in reduction of the amount owing by that person in connection with the Housing Loan.

If BEN becomes insolvent, it can be expected that borrowers, guarantors and security providers will seek to exercise their set-off rights (if any) to a significant degree.

5.10 Ability of the Trustee to Redeem the Notes

The ability of the Trustee to redeem all the Notes at their aggregate Invested Amounts or Stated Amounts whilst any of the Housing Loans are still outstanding will depend upon whether the Trustee is able to collect or otherwise obtain an amount sufficient to redeem the Notes and to pay its other obligations in the order explained in Section 7. Following the enforcement of the Security Trust Deed, the Security Trustee will be required to apply moneys otherwise available for distribution in the order of the priority set out in the Security Trust Deed (described in Section 9.4.4). The moneys available to the Security Trustee for distribution may not be sufficient to satisfy in full the claims of all or any of the Noteholders and neither the Security Trustee nor the Trustee will have any liability to the Noteholders in respect of any such

deficiency. Although the Security Trustee may seek to obtain the necessary funds by means of a sale of the outstanding Housing Loans, there is no guarantee that there will be at that time an active and liquid secondary market for mortgages. Further, if there was such a secondary market, there is no guarantee that the Security Trustee will be able to sell the Housing Loans for the principal amount then outstanding under such Housing Loans.

Accordingly, the Security Trustee may be unable to realise the value of the Housing Loans, or may be unable to realise the full value of the Housing Loans which may impact upon its ability to redeem all outstanding Notes at that time.

5.11 Breach of Representation and Warranty

The Trustee benefits from certain representations and warranties in respect of the Housing Loans to be acquired by the Trustee from BEN (see Section 6.2.4). The Trustee has not investigated or made any enquiries regarding the accuracy of the representations and warranties. The Trustee is under no obligation to test the truth of the representations and warranties and is entitled to rely entirely upon the representations and warranties being correct unless it is actually aware of any breach (see Section 6.2.5).

BEN has agreed to repurchase any Housing Loan in respect of which it is discovered by the Trustee, the Manager or BEN within the relevant Prescribed Period that any one of the representations and warranties given by BEN was incorrect when given and:

(a) notice of such discovery is given by the Manager or BEN to the Trustee or by the Trustee to BEN, as applicable, no later than 5 Business Days prior to the expiry of the relevant Prescribed Period; and

(b) such breach has not otherwise been remedied by BEN (in a manner determined by it) to the satisfaction of the Trustee within 5 Business Days (or such longer period as the Trustee, the Manager and BEN agree in writing) of BEN or the Manager giving or receiving the notice (as the case may be).

If the Trustee discovers that a representation and warranty was incorrect when given in relation to a Housing Loan after the last day that the above notice can be given, BEN has agreed to pay damages to the Trustee for any loss or costs incurred by the Trustee. However, the amount of such loss or costs cannot exceed the principal amount outstanding and accrued but unraised interest and any outstanding fees in respect of the Housing Loans. The rights of the Trustee in respect of any representation or warranty being incorrect are described in more detail in Section 6.2.5.

5.12 The Mortgage Insurance Policies

A claim under a Mortgage Insurance Policy may be refused or reduced in certain circumstances (see generally Section 8). This may affect the ability of the Trustee to make timely payments of Interest and principal on the Notes. However, where a claim under a Mortgage Insurance Policy has been refused or reduced in certain circumstances, the Trustee may have recourse to BEN either for breach of a representation and warranty (see Section 6.2.5) or for breach of its obligations as Servicer. Not all Housing Loans have the benefit of a Mortgage Insurance Policy.

5.13 National Consumer Credit Protection Act

The National Consumer Credit Protection Act 2009 (Cth) ("**NCCP Act**"), which includes the National Credit Code in Schedule 1 of the NCCP Act, commenced 1 July 2010.

Some of the Housing Loans and related mortgages and guarantees are regulated by the NCCP Act.. The NCCP Act incorporates a requirement for providers of credit related services to hold an "Australian credit licence", and to comply with "responsible lending" requirements, including a mandatory "unsuitability assessment" before a loan is made or there is an agreed increase in the amount of credit under a loan.

Obligations under the NCCP Act extend to BEN, the Servicer and, upon becoming a "credit provider" under the NCCP Act, the Trustee in respect of the Housing Loans.

Under the NCCP Act, a debtor, guarantor, mortgagor or ASIC may have a right to apply to a court to:

(a) grant an injunction preventing a regulated Housing Loan from being enforced (or any other action in relation to the Housing Loan) if to do so would breach the NCCP Act;

(b) 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 under the NCCP Act (other than the National Credit Code);

(c) if a credit activity has been engaged in without an Australian credit licence and no relevant exemption applies, make an order it considers appropriate so that no profiting can be made from the activity, to compensate for loss or damage and to prevent loss or damage from being suffered in the future. This could include an order declaring whole or part of a contract to be void, varying the contract, refusing to enforce all or any of the contract terms, ordering a refund of money or return of property to the borrower or a guarantor, payment for loss or damage or being ordered to supply specified services at the cost of the party who engaged in the activity;

(d) vary the terms of a contract relating to a Housing Loan on the grounds of hardship if the terms of a regulated Housing Loan are not varied as a result of a hardship notice by the debtor;

(e) reopen the transaction that gave rise to a contract relating to a Housing Loan on the grounds that it is unjust under the National Credit Code, which may include relieving the borrower and any guarantor from payment, discharging the mortgage or any other order the court sees fit;

(f) reduce or cancel any interest rate and fees (including early termination or prepayment fees) payable on the Housing Loan which are unconscionable under the National Credit Code;

(g) declare certain provisions of the Housing Loan which are in breach of the legislation void or unenforceable;

(h) impose civil penalties on the lender or require compensation be paid to a borrower or guarantor for a breach of "key requirements" of the National Credit Code, which include certain content and disclosure requirements for the contracts relating to the Housing Loans;

(i) order restitution or compensation to be paid to any person affected by a contravention of a requirement under the National Credit Code; or

(j) impose a criminal penalty for contravention of specified provisions of the NCCP Act or National Credit Code.

Under the National Credit Code, ASIC will be able to make an application to vary the terms of a contract or a class of contracts on the grounds of hardship and unjust transactions (set out above) if this is in the public interest (rather than limiting these rights to affected borrowers or guarantors). ASIC also has the power to intervene in any proceedings arising under the NCCP Act or National Credit Code.

Any such action by a court or ASIC may affect the timing or amount of interest or principal payments under the relevant Housing Loan (which might in turn affect the timing or amount of Interest or principal payments under the Notes).

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

As a condition of the Servicer holding an Australian credit licence and the Trustee being able to perform its role, the Servicer and the Trustee must also allow each borrower to have access to an Approved External Dispute Resolution Scheme. The Australian Financial Complaints Authority (**AFCA**), an Approved External Dispute Resolution Scheme, has the power to resolve disputes with respect to a credit facility, where the amount claimed by someone other than a Small Business or Primary Producer (as defined in the Australian Financial Complaints Authority Rules) does not exceed A$1 million.

The scope to challenge an adverse determination by AFCA is limited, and a decision is not subject to judicial review.

BEN will give certain representations and warranties that the mortgages relating to the Housing Loans complied in all material respects with all applicable laws when those mortgages were entered into. The Servicer has also undertaken to comply with the NCCP Act in carrying out its obligations under the Transaction Documents. In certain circumstances the Trustee may have the right to claim damages from BEN or the Servicer, as the case may be, where the Trustee suffers loss in connection with a breach of the NCCP Act which is caused by a breach of a relevant representation or undertaking.

Where a systemic contravention of the NCCP Act occurs, there is a risk of a representative or class action.

Any order made under any of the above consumer credit laws may affect the timing or amount of principal and interest repayments under the relevant Housing Loans which may in turn affect the timing or amount of interest and principal payments under the Notes.

Unfair Terms

In certain circumstances, the terms of the Housing Loans may be subject to unfair terms laws under Part 2 of the Australian Securities and Investments Commission Act 2001 ("**ASIC Act**") and/or Part 2B of the Fair Trading Act 1999 (Victoria).

The ASIC Act contains a national unfair terms regime, whereby a term in a financial services standard-form consumer contract that is renewed, varied or entered into after 1 January 2011 will be void if it is "unfair". A term will be "unfair" if it causes a significant imbalance in the parties' rights and obligations under the contract, is not reasonably necessary to protect the legitimate interests of the party who would be advantaged by the term and it would cause detriment (whether financial or otherwise) to a party if applied or relied on. However, the contract will continue to bind the parties if it's capable of operating without the unfair term.

The national unfair terms regime under the ASIC Act has been extended to standard form small business contracts that are renewed, varied or entered into after 12 November 2016. A contract will be a small business contract if, at the time the contract is entered into, at least one party to the contract is a business that employs less than 20 people and the upfront price payable under the contract is:

- $300,000 or less if the contract is less than 12 months; or
- $1,000,000 or less, if the contract is for more than 12 months.

If any term of a Trust Receivable is unfair and therefore found to be void, depending on the relevant term, this may affect the timing or amount of interest, fees or charges, or principal repayments under the relevant Housing Loan, which might in turn affect the yield on notes.

Under the Victorian 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 regime commenced on 1 July 2010 while the application of the Victorian regime to credit contracts commenced in June 2009. The Victorian and/or the national unfair terms regime may apply to the Housing Loans, depending on when the Housing Loans were entered into. However, the Victorian version of the regime ceased to apply to new contracts from 1 January 2011.

Housing Loans and Related Security entered into before the application of either the Victorian or the national unfair terms regime will become subject to the national 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).

If any terms in the Housing Loans were found to be unfair, this could lead to some of the expected principal, interest or fees in the Housing Loans not being repaid as expected and affect the yield on the Notes.

Any finding that a term of a Housing Loan is unfair and therefore void may, depending on the relevant term, affect the timing or amount of principal repayments under the relevant Housing Loan which may in turn affect the timing or amount of interest and principal payments under the Notes.

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

The Anti-Money Laundering and Counter-Terrorism Financing Act ("**AML/CTF Act**") imposes obligations on reporting entities that are intended to identify, mitigate and manage -money laundering and terrorism financing. A reporting entity is an entity that provides a designated service, which includes:

(a) opening or providing an account with certain account providers or allowing any transaction in relation to such an account;

(b) making a loan in the course of carrying on a loans business or allowing a transaction to occur in respect of that loan;;

(c) providing a custodial or depository service;

(d) issuing or selling a security in certain circumstances; and

(e) exchanging one currency for another in certain circumstances.

A reporting entity is required, amongst other things, to establish and maintain an adequate AML/CTF Program, undertake customer identification procedures before providing a designated service, conduct ongoing due diligence and monitoring in relation to those customers, and report international funds transfer instructions if the reporting entity is the sender or recipient of an international funds transfer. If a reporting entity provides a designed service and does not comply with its obligations under the AML/CTF Act, it may be subject to significant penalties.

Australia also implements sanctions laws under the Autonomous Sanctions Act 2011 (Cth) and Charter of the United Nations Act 1945 (Cth). These laws prohibit a person from entering into certain transactions (e.g. making a loan or making payments) with persons and entities that have been listed on the Australian sanctions listed 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 transactions that relate to certain industries within sanctioned jurisdictions and the provision of certain services to sanctioned jurisdictions.

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

5.15 Payments on the Notes will be dependent on payments being made under the Fixed Rate Swap and Termination Payments on the Fixed Rate Swap

To provide a hedge against the fixed rates payable on the fixed rate Housing Loans and the floating rate of interest payable by the Trustee in respect of the Notes, the Trustee will exchange payments calculated by reference to the fixed rate charged on the fixed rate Housing Loans for variable rate payments based on the Bank Bill Rate. If the Fixed Rate Swap is terminated or the Hedge Provider fails to perform its obligations under the Fixed Rate Swap, Noteholders will be exposed to the risk that the Trustee will not receive sufficient funds to pay interest on the Notes.

If the Trustee is required to make a termination payment to a Hedge Provider upon the termination of a Fixed Rate Swap, the Trustee (as directed by the Manager) will make the termination payment from the Assets of the Series Trust and, prior to enforcement of the Charge under the Security Trust Deed, in priority to payments on the Class A Notes, the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. Thus, if the Trustee makes a termination payment, there may not be sufficient funds remaining to pay interest on the Class A Notes,

the Class A-R Notes (if issued), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on a relevant Distribution Date.

5.16 The concentration of Housing Loans in specific geographic areas may increase the possibility of loss on the Notes

To the extent that the Series Trust contains a high concentration of Housing Loans 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 Housing Loans. 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 Housing Loans. These events may in turn have a disproportionate impact on funds available to the Series Trust, which could cause Noteholders to suffer losses.

5.17 The imposition of a withholding tax will reduce payments to Noteholders

If a withholding tax is imposed on payments of interest on the Notes, the Noteholders will not be entitled to receive grossed-up amounts to compensate for such withholding tax. Thus, the Noteholders will receive less interest than is scheduled to be paid on the Notes.

5.18 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 Housing Loans and produce less returns of principal when market interest rates rise above the interest rates on the Housing Loans. If borrowers refinance their Housing Loans as a result of lower interest rates, Noteholders will 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 distributions on the Notes will prevent Noteholders from attaining the desired yield.

5.19 Conflicts of Interest

Certain of the parties to this offering, including, without limitation, Perpetual Trustee Company Limited, P.T. Limited, the Joint Lead Managers, the Manager and BEN may effect transactions in which they may have, directly or indirectly, a material interest or a relationship of any description with another party to such transaction or a related transaction, which may involve a potential conflict with an existing contractual duty to the Trustee under this Information Memorandum (see Section 1.14).

5.20 A decline in Australian economic conditions may lead to losses on the Notes

If the Australian economy were to experience a decline in economic conditions, an increase in interest rates, a fall in property values or any combination of these factors, delinquencies or losses on the Housing Loans might increase, which might cause losses on the Notes.

5.21 Seasoned Housing Loans

Some of the Housing Loans are seasoned Housing Loans and were generally originated in accordance with the underwriting and operations procedures of BEN at the time that such Housing Loan was originated. Because the Housing Loans are seasoned, they may not conform to the current underwriting and operations procedures or documentation requirements of the TORRENS program.

5.22 Servicer Sets Interest Rates

The interest rates on the variable rate Housing Loans are not tied to an objective interest rate index, but are set at the sole discretion of the Servicer (but must be set at the same rate the Servicer charges on

similar housing loans). If the Servicer increases the interest rates on the variable rate Housing Loans, borrowers may be unable to make their required payments under the Housing Loans, and accordingly, may become delinquent or may default on their payments. In addition, if the interest rates are raised above market interest rates, borrowers may refinance their loans with another lender to obtain a lower interest rate. This could cause higher rates of principal prepayment than expected and affect the yield on the Notes.

5.23 Features of Housing Loans May Change

The features of the Housing Loans, including their interest rates, may be changed by the Servicer, either on its own initiative or at a borrower's request. Some of these changes may include the addition of newly developed features which are not described in this Information Memorandum. As a result of these changes and borrowers' payments of principal, the concentration of Housing Loans with specific characteristics is likely to change over time, which may affect the timing and amount of payments the Noteholders receive.

If the Servicer, at the direction of the Manager, changes the features of the Housing Loans or fails to offer desirable features offered by its competitors, borrowers might elect to refinance their loans with another lender to obtain more favourable features. In addition, the Housing Loans included in the Series Trust are not permitted to have some features. If a borrower opts to add one of these features to his or her Housing Loan, the Housing Loan may be transferred to another trust or may be repaid and a new Housing Loan written which will not form part of the assets of the Series Trust. The refinancing or removal of Housing Loans could cause the Noteholders to experience higher rates of principal prepayment than expected, which could affect the yield on the Notes.

5.24 Personal Property Security regime

A personal property securities regime commenced operation throughout Australia on 30 January 2012 ("**PPSA Start Date**"). The Personal Property Securities Act 2009 (Cth) ("**PPSA**") established a national system for the registration of security interests in personal property, together with 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. However, they also include transactions that in substance, secure payment or performance of an obligation but may not, prior to the PPSA Start Date, have been legally classified as securities. 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 and certain leases of goods.

A person who holds a security interest under the PPSA will need to register (or otherwise perfect) the security interest 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:

- 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.

However, under Australian law:

- dealings by the Trustee with the Housing Loans in breach of such undertaking may nevertheless have the consequence that a third party acquires title to the relevant Housing Loans free of the security interest created under the Security Trust Deed or another security interest over such Housing Loans has priority over that security interest; and
- contractual prohibitions upon dealing with the Housing Loans (such as those contained in the Security Trust Deed) will not of themselves prevent a third party from obtaining priority or taking such Housing Loans free of the security interest created under the Security Trust Deed

(although the Security Trustee would be entitled to exercise remedies against the Trustee in respect of any such breach by the Trustee).

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

There is uncertainty on aspects of the implementation of the PPSA regime because the PPSA significantly alters the law relating to secured transactions. There are issues and ambiguities in respect of which a market view or practice will evolve over time.

5.25 FATCA

The Foreign Account Tax Compliance Act, enacted as part of the U.S. Hiring Incentives to Restore Employment Act of 2010 (together with regulations promulgated thereunder, "**FATCA**") establishes a due diligence, reporting and withholding regime intended to detect U.S. taxpayers who use financial accounts with non-U.S. financial institutions to conceal income and assets from the U.S. Internal Revenue Service ("**IRS**").

FATCA withholding

Under FATCA, a 30% withholding tax may be imposed (i) in respect of certain payments of U.S. source income and (ii) in respect of "foreign passthru payments" (a term which is not yet defined under FATCA), which are, in each case, paid to or in respect of entities (which may include the Series Trust or the Trustee) that fail to meet certain certification or reporting requirements ("**FATCA withholding**").

A FATCA withholding may be required if (i) an investor does not provide adequate information to the Trustee or any paying agent in relation to its FATCA status or (ii) a "foreign financial institution" ("**FFI**") to or through which payments on the Notes are made is a "non-participating FFI".

FATCA withholding is not expected to apply if Notes are treated as debt for U.S. federal income tax purposes and the payment is made under a grandfathered obligation, generally being 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.

In any event, FATCA withholding is not expected to apply on payments made before the date that is two years after the date on which final regulations defining the term "foreign passthru payment" are filed with the U.S. Federal Register.

Australian IGA

The Australian Government and the U.S. Government signed an intergovernmental agreement with respect to FATCA ("**Australian IGA**") on 28 April 2014. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the Australian IGA ("**Australian IGA Legislation**").

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

A Reporting Australian Financial Institution (which may include the Series Trust) that complies with its obligations under the Australian IGA will not generally be subject to FATCA withholding on amounts it receives, and will not generally be required to deduct FATCA withholding from payments it makes with respect to the Notes, other than in certain prescribed circumstances.

No additional amounts paid as a result of FATCA withholding

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 Trustee as a result of the deduction or withholding. The Trustee (at the direction of the Manager) may determine that the Series 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 Trustee (at the direction of the Manager) determines are necessary to comply with FATCA, the Australian IGA or the Australian IGA Legislation. The Trustee's ability to satisfy such obligations will depend on each Noteholder providing, or causing to be provided, any information, tax documentation and waivers, including information concerning the direct or indirect owners of such Noteholder, that the Trustee (at the direction of the Manager) determines are necessary to satisfy such obligations. In addition, Noteholders may be required to provide any information, tax documentation and waivers that the Trustee determines are necessary to comply with FATCA, the Australian IGA or related implementing rules.

FATCA is particularly complex legislation.

Investors should consult their own tax advisers to determine how these rules may apply to them under the Notes.

5.26 Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("**CRS**") requires certain financial institutions to report information regarding certain accounts (which may include the Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

5.27 EU Securitisation Regulation

Please refer to the Section 1.19 for further information on the implications of the EU Due Diligence and Retention Rules for certain investors in the Notes.

5.28 Japanese Risk Retention

On 15 March 2019 the Japanese Financial Services Agency ("**JFSA**") published new due diligence and risk retention rules as part of the regulatory capital regulation of certain categories of Japanese investors seeking to invest in securitisation transactions ("**Japan Due Diligence and Retention Rules**"). The Japan Due Diligence and Retention Rules became applicable to such Japanese financial institutions from 31 March 2019.

The Japan Due Diligence and Retention Rules mandate an 'indirect' risk retention compliance requirement, meaning that certain categories of Japanese investors will be required to apply higher risk weighting to securitisation exposures they hold for regulatory capital purposes unless (i) the relevant originator commits to hold a retention interest equal to at least 5% of the exposure of the total underlying assets in the transaction (the "**Japanese Retention Requirement**") or (ii) such investors determine that the underlying assets were not "inappropriately originated." In the absence of such a determination with respect to the Mortgage Loans by such investors, the Japanese Retention Requirement as set out in the Japan Due Diligence and Retention Rules will apply to an investment by such affected investors in the Notes. The Japanese investors to which the Japan Due Diligence and Retention Rules applies include banks, bank holding companies, credit unions (shinyo kinko), credit cooperatives (shinyo kumiai), labour credit unions (rodo kinko), agricultural credit cooperatives (nogyo kyodo kumiai), ultimate parent companies of large securities companies and certain other financial institutions regulated in Japan (such investors, "**Japanese Affected Investors**"). Such Japanese Affected Investors may be subject to punitive capital requirements and/or other regulatory penalties with respect to investments in securitisations that fail to comply with the Japanese Retention Requirement.

The Japan Due Diligence and Retention Rules became effective on 31 March 2019. At this time, prospective investors should understand that there are a number of unresolved questions and no established line of authority, precedent or market practice that provides definitive guidance with respect to the Japan Due Diligence and Retention Rules, and no assurances can be made as to the content, impact or interpretation of the Japan Due Diligence and Retention Rules. In particular, the basis for the determination of whether an asset is "inappropriately originated" remains unclear, and therefore unless the JFSA provides further specific clarification, it is possible that this transaction may contain assets deemed to be "inappropriately originated" and as a result may not be exempt from the Japanese Retention Requirement. The Japan Due Diligence and Retention Rules or other similar requirements may deter Japanese Affected Investors from purchasing Notes, which may limit the liquidity of the Notes and adversely affect the price of the Notes in the secondary market. Whether and to what extent the JFSA may provide further clarification or interpretation as to the JRR Rule is unknown.

BEN, as originator for the purposes of the Japan Due Diligence and Retention Rules, will undertake to retain a material net economic interest of not less than 5% in this securitisation transaction.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Japan Due Diligence and Retention Rules; (ii) as to the sufficiency of the information described in this Information Memorandum and (iii) as to the compliance with the Japan Due Diligence and Retention Rules in respect of the transactions contemplated by this Information Memorandum.

5.29 Changes in global financial regulatory conditions

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. You should consult with your own legal, regulatory, tax, business, financial, accounting and investment advisors regarding the potential impact on you and the related compliance issues. No assurance can be given that any regulatory reforms will not have a significant impact on the regulation of the Trust.

5.30 Ipso Facto Moratorium

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**"):

- an application for a scheme of arrangement for the purpose of avoiding being wound up in insolvency;
- the appointment of a managing controller (that is, a receiver or other controller with management functions or powers); or
- 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:

- Appointment Trigger: Any right which triggers for the reason of the appointment of administrators, receivers or the proposal of an arrangement or compromise to creditors to avoid being wound up or the Court extends the stay, in insolvency will not be enforceable.

- 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 exceptions where the company is wound up, in which case the financial position protection continues).

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

  (i) The Corporations Act (as amended by the TLA Act) deems that any contractual provision which is "in substance contrary to" the stay will also be unenforceable.

  (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 on or after 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**") or rights specified in ministerial declarations 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 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.

5.31 BBSW

Interest rate benchmarks (such as BBSW) 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.

Investors should be aware that the Reserve Bank of Australia ("**RBA**") has recently 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 or 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 1-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 Conditions provide for a fall back arrangement in the event that BBSW cannot be determined for an Interest Period.

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.

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.

6. HOUSING LOANS

6.1 BEN

BEN is a public company registered in Victoria under the Corporations Act. BEN converted from a building society to a bank on 1 July 1995 when it was granted an authority under the Banking Act 1959 to carry on banking business in Australia. At the time of conversion, BEN was Australia's oldest and Victoria's largest building society. BEN operated as a building society for 137 years prior to converting to a bank. BEN has grown considerably over the last 20 years, both organically and as a result of a number of strategic acquisitions, most notably being its merger with fellow regional bank, Adelaide Bank Limited on 30 November 2007. The newly formed group then changed its name to Bendigo and Adelaide Bank Limited on 31 March 2008.

BEN employs over 7500 staff, has a market capitalisation of over $5.0bn (as at 31 December 2018) and is listed in the top 100 on the ASX. As at 31 December 2018, total income for the group was $790.2m for the prior 6 months, with cash earnings of $219.8m over the same period.

BEN is also rated by three main rating agencies and has achieved a rating of BBB+/A-2 (Stable) from S&P; A3/P-2 (Stable) from Moody's; and A-/F2 (Stable) from Fitch.

BEN models its operations on its reputation for authentic, caring service and its willingness to contribute to communities in which it operates. As at 31 December 2018, consolidated total assets totalled $71.7bn. BEN's unique status as Australia's only regional based bank and its commitment to quality service and product competition throughout both urban and rural areas, together with its vast distribution model, is responsible for BEN's success.

BEN's primary business activities are providing retail and third-party banking services, including residential mortgages for owner-occupied housing and investment property through over 500 branches (as at 31 December 2018) or via third party distribution partners. Other services which the Bendigo and Adelaide Bank group provides include agribusiness lending, margin lending, commercial lending, portfolio funding, equipment finance, insurance, mortgage administration and trustee services.

6.2 Description of the Assets of the Series Trust

6.2.1 Assets of the Series Trust

The Assets of the Series Trust will include the following:

(a) the Housing Loan Pool, including all:

(i) principal payments paid or payable on each Housing Loan at any time from and after the Cut-Off Date in respect of that Housing Loan; and

(ii) interest payments paid or payable on each Housing Loan after the Closing Date in respect of that Housing Loan (plus the Accrued Interest Adjustment which is to be paid on the first Distribution Date to BEN);

(b) rights under any Mortgage Insurance Policies issued by or transferred to a Mortgage Insurer and rights under the individual property insurance policies covering the mortgaged properties relating to the Housing Loans (if any);

(c) rights under the mortgages in relation to the Housing Loans;

(d) rights under collateral securities appearing on BEN's records as intended as security for the Housing Loans;

(e) the documents relating to the above, including the original or duplicates of the relevant loan agreements, mortgages, collateral securities, insurance policies and the certificate of title (where existing) in relation to the land secured by the mortgages (the "Housing Loan Documents");

(f) amounts on deposit in the accounts established in connection with the creation of the Series Trust and the issuance of the Notes, including the Collections Account, and any authorised short-term investments in which these amounts are invested; and

(g) the Trustee's rights under the Transaction Documents.

The items referred to in paragraphs (a) - (e) above are collectively referred to as the "**Housing Loan Rights**".

6.2.2 The Housing Loans

The Housing Loans are secured by registered first ranking mortgages on properties located in Australia (or by a second ranking mortgage where the first ranking mortgage is also assigned to the Trustee). The Housing Loans purchased by the Series Trust on the Closing Date will all be from BEN's general residential mortgage product pool and will have been originated by or on behalf of BEN in the ordinary course of its business. Each Housing Loan will be one of the types of products described in Section 6.3. Each Housing Loan may have some or all of the features described in Section 6.3. The Housing Loans are either fixed rate or variable rate loans.

6.2.3 Acquisition of the Housing Loans by the Trustee

The Housing Loans acquired by the Series Trust on the Closing Date will be transferred from BEN to the Trustee and specified in a letter of offer (each a "**Letter of Offer**").

The Housing Loans, the mortgages and any collateral securities securing those Housing Loans, any relevant Mortgage Insurance Policies and BEN's interest in any insurance policies on the mortgaged properties relating to those Housing Loans will be assigned to the Trustee pursuant to a Letter of Offer. Subsequently, the Trustee will be entitled to the Collections on the Housing Loans.

If the Trustee is actually aware of the occurrence of a Perfection of Title Event which is subsisting then, unless the Manager has issued a Ratings Affirmation Notice in relation to the failure to perfect the Trustee's title to the Housing Loans, the Trustee must declare that a Perfection of Title Event has occurred and the Trustee and the Manager must as soon as practicable take steps to perfect the Trustee's legal title to the Housing Loans (or, in the case of the occurrence of an Insolvency Event in relation to BEN, the relevant Housing Loans and related mortgages and collateral securities). These steps will include the lodgement of transfers of the mortgages securing the Housing Loans with the appropriate land titles office in the relevant Australian States and Territories. The Trustee will hold at the Closing Date irrevocable powers of attorney from BEN to enable it to execute such mortgage transfers.

Each Housing Loan sold to the Trustee is secured by an "all moneys" mortgage, which may also secure other financial indebtedness. These other loans will be assigned to the Trustee, and the Trustee will hold these by way of a separate trust for BEN established under the Series Supplement and known as the "**Seller Trust**". The other loans are not Assets of the Series Trust. The Trustee will hold the proceeds of enforcement of the related mortgage, to the extent they exceed the amount required to repay the Housing Loan, as trustee for the Seller Trust, in relation to that other loan. The mortgage will secure the Housing Loan assigned to the Series Trust in priority to that other loan.

Because BEN's standard security documentation usually secures all moneys owing by the provider of the security, it is possible that a mortgage or collateral security held by BEN, in relation to other facilities provided by it could also secure a Housing Loan, even though in the Servicer's records the particular mortgage or collateral security was not taken for this purpose. Only those mortgages and collateral securities that appear in the Servicer's records as intended to secure the Housing Loans will be assigned to or held for the Trustee in its capacity as trustee of the Series Trust. Other securities which by their terms technically secure a Housing Loan but which were not taken for that purpose, will not be assigned to, or held by, the Trustee for the benefit of the Noteholders.

The Series Trust will assume the risk of losses with respect to the Housing Loans acquired by the Trustee arising from any default by a mortgagor. If cash flows relating to a Housing Loan are re-scheduled or re-negotiated, the Series Trust will be subject to the re-scheduled or re-negotiated terms.

6.2.4 Representations, Warranties and Eligibility Criteria

Representations, Warranties

With respect to each Housing Loan being equitably assigned by BEN to the Trustee pursuant to a Letter of Offer, BEN will make various representations and warranties to the Trustee as of the Cut-Off Date, including that:

(a) at the time BEN entered into the mortgages relating to the Housing Loans, those mortgages complied in all material respects with all applicable laws;

(b) at the time that BEN entered into the Housing Loans, it did so in good faith;

(c) at the time BEN entered into the Housing Loans, the Housing Loans were originated in the ordinary course of BEN's business;

(d) at the time BEN entered into the Housing Loans, all necessary steps were taken to ensure that, each related mortgage complied with the legal requirements applicable at that time to be:

(i) a first ranking mortgage; or

(ii) where BEN already held the first ranking mortgage, a second ranking mortgage,

(subject to any statutory charges, any prior charges of a body corporate, service company or equivalent, whether registered or otherwise, and any other prior security interests which do not prevent the mortgage from being considered to be a first-ranking mortgage or a second ranking mortgage, as the case may be, in accordance with the Servicing Standards) in either case secured over land, subject to stamping and registration in due course;

(e) where there is a second or other mortgage securing a Housing Loan and BEN is not the mortgagee of that second or other mortgage, satisfactory priority arrangements have been entered into to ensure that the mortgage ranks ahead in priority to the second or other mortgage on enforcement for at least the principal amount and interest on the Housing Loan plus such extra amount determined in accordance with the Servicing Guidelines;

(f) at the time the relevant Housing Loans were approved, BEN had received no notice of the insolvency or bankruptcy of the relevant borrowers or mortgagors or any notice that any such person did not have the legal capacity to enter into the relevant mortgage;

(g) following the acceptance of the relevant Letter of Offer in relation to the Housing Loan by the Trustee:

(i) BEN will be the sole legal owner; and

(ii) the Trustee will be the beneficial owner of the Housing Loan and the related Mortgages and First Layer of Collateral Securities (other than the Insurance Policies) and no prior ranking Security Interest (other than under the Security Trust Deed) will exist in relation to BEN and the Trustee's right, title and interest in that Housing Loan and the related Mortgages and First Layer of Collateral Securities (other than the Insurance Policies);

(h) each of the relevant Housing Loan Documents (other than any Mortgage Insurance Policies and other related insurance policies) which is required to be stamped with stamp duty has been duly stamped;

(i) the Housing Loans have not been satisfied, cancelled, discharged or rescinded and the property relating to each relevant mortgage has not been released from the security of that mortgage;

(j) BEN holds, in accordance with the Servicing Standards, all documents which it should hold to enforce the provisions of the securities relating to Housing Loans;

(k) other than the Housing Loan Documents and documents entered into in accordance with the Servicing Standards, there are no documents entered into by BEN and the mortgagor or any other relevant party in relation to the Housing Loans which would qualify or vary the terms of the Housing Loans;

(l) other than in respect of priorities granted by statute, BEN has not received notice from any person that it claims to have a security interest ranking in priority to or equal with BEN's mortgage;

(m) BEN is not aware of any restrictive covenants, licences or leases existing in respect of land the subject of any relevant mortgage which reduce the value of the mortgage over such land so that the LVR in respect of the relevant Housing Loan as at the Cut-Off Date exceeds 95%;

(n) except in relation to fixed rate Housing Loans (or those which can be converted to a fixed rate or a fixed margin over a benchmark) and as may be provided by applicable laws, binding codes and competent authorities binding on BEN, there is no limitation affecting, or consent required from a borrower to effect, a change in the interest rate under the Housing Loans, and a change in interest rate may be set at the sole discretion of the Servicer;

(o) BEN is lawfully entitled to sell the Housing Loans and related securities to the Trustee free of all security interests and, so far as BEN is aware, adverse claims or other third party rights or interests;

(p) the provisions of any applicable laws relating to the acquisition of the Housing Loans and related securities have been complied with;

(q) the sale of the Housing Loans and related securities will not constitute a breach of BEN's obligations or a default under any security interest granted by BEN or affecting BEN's assets;

(r) there are no Linked Accounts in relation to any Housing Loan other than any Interest Off-Set Account relating to the Housing Loan; and

(s) the terms of the loan agreements relating to the Housing Loans made on or after 1 November 1996, pursuant to an offer made by BEN on or after that date, require payments in respect of the Housing Loans to be made to BEN free of set-off.

Eligibility Criteria

With respect to each Housing Loan the subject of that Letter of Offer being assigned to the Trustee, BEN represents and warrants to the Trustee as at the Cut-Off Date specified in a Letter of Offer that the Housing Loans comply with the following eligibility criteria or such other eligibility criteria as the Trustee, BEN and the Manager may agree prior to the Closing Date and in respect of which the Manager has notified the Rating Agencies:

(a) each Housing Loan must:

(i) be advanced and repayable in Australian dollars;

(ii) be secured by a first ranking mortgage or, if there are 2 mortgages securing the Housing Loan and BEN is the first mortgagee and the first ranking mortgage is also assigned to the Trustee, a second ranking mortgage;

(iii) be secured by a mortgage over residential property;

(iv) have a stated term to maturity at the Cut-Off Date not exceeding 30 years;

(v) have an LVR not exceeding 95% at or about the time the Housing Loan was approved by BEN;

(vi) be assignable in equity without the prior consent of, or notice to, the relevant mortgagor or any other person;

(vii) be fully drawn;

(viii) have the benefit of a guarantee from the directors of the borrower, where the borrower is a company; and

(ix) have a total principal amount outstanding of no greater than $1,000,000 as at the Cut-Off Date; and

(b) each Housing Loan must not be:

(i) a loan secured by a mortgage over land which does not contain a residential building;

(ii) a loan in favour of present staff of BEN;

(iii) a loan which is in arrears for greater than 30 days as at the Cut-Off Date;

(iv) a loan applied or to be applied in whole or part for funding initial construction of a dwelling on the land securing the Housing Loan unless that construction has been completed; or

(v) a low doc loan.

The Trustee has not investigated or made any inquiries regarding the accuracy of any of the representations and warranties in this Section 6.2.4 and has no obligation to do so. The Trustee is entitled to rely entirely upon the representations and warranties being correct, unless an officer of the Trustee involved in the day to day administration of the Series Trust has actual notice to the contrary.

6.2.5 Breach of Representations and Warranties

If BEN, the Manager or the Trustee becomes actually aware that a representation or warranty by BEN relating to any Housing Loan or mortgage, assigned to or held by the Trustee, was incorrect when given, it must notify the others within 5 Business Days, and provide to them sufficient details to identify the Housing Loan and the reasons for believing the representation or warranty is incorrect. None of BEN, the Manager or the Trustee is under any ongoing obligation to determine whether any representation or warranty is incorrect when given.

If any representation or warranty is incorrect when given and notice of this is given not later than 5 Business Days prior to the expiry of the relevant Prescribed Period, and BEN does not remedy the breach to the satisfaction of the Trustee within 5 Business Days (or such longer period as the Trustee, the Manager and BEN agree) of the notice being received, the Housing Loan and its related securities will no longer form part of the Assets of the Series Trust and the Trustee will hold them for the Seller Trust. The Trustee will, however, retain all Collections received in connection with that Housing Loan from the Cut-Off Date to the date of delivery of the notice. BEN must pay to the Trustee the principal amount of, and interest accrued but unraised under the Housing Loan, as at the date of delivery of the relevant notices, by or on the day that Housing Loan ceases to form part of the Series Trust.

During the relevant Prescribed Period, the Trustee's sole remedy for any of the representations or warranties being incorrect is the right to the above payment from BEN and BEN has no other liability for any loss or damage caused to the Trustee, any Noteholder or any other person, for any of the representations or warranties being incorrect.

If the breach of a representation or warranty in relation to a Housing Loan is discovered after the last day for giving notices in the relevant Prescribed Period, BEN must pay damages to the Trustee which will be limited to the principal amount outstanding and any accrued but unraised interest and any outstanding fees in respect of the relevant Housing Loan. The amount of the damages must be agreed between the Trustee and BEN or, failing this, be determined by BEN's external auditors.

The consequences of a breach of a representation or warranty given by BEN in relation to a Housing Loan as described in this section apply to all the Housing Loans

6.2.6 Release or Substitution of Housing Loan Securities

Under the Series Supplement, the Servicer is empowered in relation to each Housing Loan to, amongst other things, release or substitute any corresponding mortgage or collateral security appearing in BEN's records as intending to secure the Housing Loan, as long as at least one mortgage secures the Housing Loan after the release or substitution, the relevant Mortgage Insurer confirms that the release or substitution will not result in a reduction of the amount recoverable under the related Mortgage Insurance Policy, the LVR of the Housing Loan after the release or substitution is no greater than the LVR of the Housing Loan at its approval date and the LVR of the Housing Loan after the release or substitution is no greater than the LVR of the Housing Loan immediately prior to the release or substitution unless otherwise permitted in accordance with the Servicing Guidelines.

6.2.7 Details of the Housing Loan Pool

Statistical information in respect of the Housing Loan Pool is provided in Annexure 1 to this Information Memorandum.

6.3 Housing Loan Types, Housing Loan Features and Additional Features

6.3.1 Housing Loan Types

BEN's Standard Housing Loans are charged a variable rate of interest which is an administered rate determined from time to time by BEN (and which is not linked to any other variable rates in the market but which may fluctuate with market conditions). Standard Housing Loans may be amortising loans for a maximum period of 30 years or, for some Standard Housing Loan products, may be non-amortising loans for an initial period of up to 10 years, after which the loan will convert to a fully amortising loan, amortising over a remaining maximum period of up to 20 years. Borrowers may switch to a fixed interest rate at any time as described below in "Switching Interest Rates". Some of the Housing Loans will be subject to fixed rates for different periods at the time they are assigned to the Trustee.

6.3.2 Housing Loan Features

Each Housing Loan may have some or all of the features described in this section. In addition, during the term of any Housing Loan, BEN may agree to change any of the terms of that Housing Loan from time to time at the request of the borrower.

Switching Interest Rates

Borrowers under Standard Housing Loans may elect for a fixed rate, as determined by BEN, to apply to their Housing Loan for a period of up to 5 years. These Housing Loans convert to the usual variable interest rate for Standard Housing Loans, at the end of the agreed fixed rate period unless the borrower elects, in the case of a Standard Housing Loan, to fix the interest rate for a further period.

Any variable rate loan converting to a fixed rate loan will automatically be matched by an increase in the notional amount of the Fixed Rate Swap to hedge the fixed rate exposure.

Substitution of Security

A borrower may apply to the Servicer to achieve the following:

(a) substitute a different mortgaged property in place of the existing mortgaged property securing a Housing Loan; or

(b) release a mortgaged property from a mortgage.

If the Servicer's credit criteria are satisfied and another property is substituted for the existing security for the Housing Loan, the mortgage which secures the existing Housing Loan may be discharged without the

borrower being required to repay the Housing Loan. The Servicer must obtain the consent of any relevant Mortgage Insurer to the substitution of security or a release of a mortgage where this is required by the terms of a Mortgage Insurance Policy.

Redraws and Further Advances

Each of the Housing Loans allows the borrower to redraw principal repayments, made in excess of scheduled principal repayments. In the case of Standard Housing Loans, redraws must be for at least $1 per transaction. BEN can withdraw the right of redraw at any time.

Some of the Standard Housing Loans will have available redraws at the time they are assigned to the Trustee.

The borrower may be required to pay a fee to BEN in connection with a redraw. A redraw will not result in the related Housing Loan being removed from the Series Trust.

Payment Holiday

A borrower may be allowed a payment holiday for an agreed period of time on a Standard Housing Loan, where the borrower has prepaid principal. The effect of a prepayment of principal is to create a difference between the outstanding principal balance of the loan and the scheduled principal balance of the Housing Loan. During the payment holiday the borrower is not required to make any payments, including payments of interest, until the outstanding principal balance of the Housing Loan plus unpaid interest equals the scheduled principal balance. The failure by the borrower to make payments during a payment holiday will not cause the related Housing Loan to be considered delinquent.

Early Repayment

A borrower may incur break fees if an early repayment or partial prepayment of principal occurs on a fixed rate Housing Loan. However, at present fixed rate loans allow for early repayment by the borrower of up to $20,000 in any 12 month period without any break fees or break benefits being applicable.

Combination or "Split" Housing Loans

A borrower may elect to split a Housing Loan into separate funding portions which may, among other things, be subject to different types of interest rates. Each part of the Housing Loan is effectively a separate loan contract, even though all the separate loans are secured by the same mortgage.

Interest Off-set

BEN offers borrowers an interest off-set home loan product under which the interest accrued on the borrower's deposit funds is offset against interest accrued on the outstanding loan amount. BEN does not actually pay interest to the borrower on the offset portion of the Home Loan, but instead reduces the amount of interest which is payable by the borrower on the loan portion. The borrower continues to make the scheduled mortgage payment with the result being that the amount allocated to principal is increased by the amount of interest offset. As the offset portion and the loan portion are parts of one home loan, they are in the same names. In the event of a default deposit funds can be used to reduce the amount outstanding on the loan portion.

If, following a Perfection of Title Event, the Trustee obtains legal title to a Housing Loan, BEN, subject to any contractual notice requirements by which BEN is bound, will promptly withdraw all interest off-set benefits (if any) that would otherwise be available to Mortgagors in respect of the Housing Loans.

6.3.3 Additional Features

BEN may from time to time offer additional features in relation to a Housing Loan which are not described in the preceding section or may cease to offer features that have been previously offered and may add, remove or vary any fees or other conditions applicable to such features.

6.4 Origination of Housing Loans

6.4.1 Origination Process

The Housing Loans to be assigned to the Series Trust comprise a portfolio of variable and fixed rate loans.

BEN sources its Housing Loans through two main channels:

(a) directly through its branch network, mobile lenders, call centre and its web site; and

(b) via a network of third-party mortgage introducers.

BEN deals with two types of introducers: mortgage brokers, either by selling Adelaide Bank loans or under their own branding, and mortgage partners.

Mortgage partners account for approximately 50% of BEN's flows through the third party originated residential lending business. They both source and manage Housing Loans on BEN's behalf, but do so under their own brands. Under this model, limited authority to assess and approve Housing Loans up to specific amounts and with designated LVR and policy criteria is provided, along with the systems and processes to facilitate the ongoing management of the account. Housing Loans are processed via BEN's proprietary credit decision making software and within designated authorities. A comprehensive audit and compliance program, including on-site file reviews, supports the controls provided by the assessment software.

Mortgage brokers also provide approximately 50% of BEN's third party originated residential lending business and submit business to BEN on behalf of their clients. About half of these originations are via our Strategic Partner channel, where the Brokers originate loans under the brand of their aggregator, known as "white label" lending. Brokers have no credit or servicing responsibility. A comprehensive accreditation regime applies to both the broker head office and the individual loan-writer and risk and volume reporting is also available down to the individual level.

Mortgage originators no longer originate loans for BEN, as this channel was closed for new business in June 2018. About 2% of the third party banking residential lending business would relate now to this channel, and it is expected that this portfolio will amortise completely over the next three years. Mortgage Originators operate in a similar fashion to mortgage brokers, other than having additional responsibilities for packaging the loan prior to forwarding to the bank. Like brokers, they have no credit or servicing responsibilities but unlike brokers are able to choose from alternative commission arrangements. This channel operated under the legacy Bendigo Bank brand, Homelend.

The following sections describe BEN's current origination and underwriting process. The origination and underwriting process for Housing Loans is regularly reviewed by BEN and may be changed from time to time.

6.4.2 Assessment Process

When a Housing Loan application is received it is processed in accordance with BEN's credit policies and approval procedures. These policies and procedures are monitored and are subject to continuous review by BEN. All borrowers must satisfy BEN's approval criteria described in this section. Borrowers may be natural persons, corporations or trustees of a trust. Housing Loans to corporations and to trusts with a corporate trustee must be guaranteed by the directors of the corporation.

All Housing Loan applications are processed through BEN's automated credit decision system. The credit decision system automatically and consistently applies BEN's credit assessment policy and credit scoring rules. The policy and credit scoring rules are based on, amongst other factors, historical performance data of BEN's portfolio of housing loans.

The credit decision system identifies loan applications with particular characteristics for review by senior officers with extensive credit experience. Lending authority approval limits and restrictions are also contained in the credit decision system. It is utilised by both BEN staff and third party mortgage partners.

Officers of BEN and selected officers employed by BEN's mortgage partners are issued a lending authority. This lending authority specifies the maximum loan amount the officer is able to approve within set policy criteria. These set criteria include security type and location and LVR serviceability ratios. The level of delegated lending authority issued is based upon the officers' level of training and lending experience. All delegated authorities are overseen and supervised by BEN's internal credit unit. Subject to the arrangements referred to in the previous paragraph, Housing Loans submitted by mortgage brokers or mortgage partners who do not have a delegated lending authority are subject to assessment and approval by an officer of BEN.

The Housing Loan assessment process includes verifying the borrower's application details, assessing their creditworthiness, their alibility to service the proposed Housing Loan and determining the value and suitability of the mortgaged properties.

6.4.3 Verification of application details

The verification process involves borrowers providing proof of identity and evidence of sustainable income. For PAYG applicants, it includes confirming employment and income levels by way of the following: recent pay slips, group certificate, tax assessments, or a letter from the applicant's employer.

The employer's ABN is verified via a search on the Australian Business Register website. Further, the employer's phone number is verified via an independent source (eg White Pages) and either a telephone call or the three most recent transaction statements showing their salary credits is used to confirm income declared and length of employment.

For a self-employed or corporate applicant, required documentation includes checking the income tax return for the individual or the last 2 years profit and loss statements for the business and income tax returns for the individual. The borrower's ABN is verified via a search on the Australian Business Register website and GST registration is checked if income declared is greater than $75,000.

An external credit check through Equifax is undertaken for all borrowers. The credit history of any existing borrowers from BEN is also checked. Where companies are involved in the borrowing a company search is also conducted via ASIC.

Where the applicant is applying for a Housing Loan to assist in purchasing a property, confirmation is obtained that the borrower has sufficient funds available to cover the costs of purchase in excess of the borrowed amount.

Where applicants are refinancing debts from another financial institution, satisfactory conduct of these loans must be verified by obtaining supporting documentation which includes the last 3 months loan statements. In the case of external debts (residential mortgage or personal loans) not being refinanced, the most recent loan statement is required.

6.4.4 Assessing ability to repay

The applicant must disclose all financial commitments. An assessment is made of the applicant's ability to repay the Housing Loan using the automated credit decision system and is primarily based on the applicant's net surplus income that is available to service all their financial commitments. In addition, other factors identified while verifying the applicant's income, savings or credit history are considered.

6.4.5 Valuation of mortgaged property

The value of a mortgaged property in relation to Housing Loans is determined by one of the following methods. Where more than one mortgaged property is offered as security a variety of valuation methods may be used with the sum of the valuations for each mortgaged property assessed against the Housing Loan amount sought and in determining the LVR.

Full valuation

Full valuations by an Australian Property Institute qualified and approved external valuer are carried out in the majority of circumstances. A comprehensive written report is prepared by the valuer and sent to BEN for review.

Policy requirements are that the valuer is a member of the Bank's panel, the valuation must be requested via the Bank's approved valuation management system and that the valuer must be independent and at arms length from the vendor, developer, purchaser, real estate agent or lender.

Unless a full valuation is required, the following alternative valuation methods are acceptable:

Valuation based on purchase contract

In specific circumstances where the mortgaged property was purchased within 6 months of approval of the loan, the purchase price stated in a purchase contract may be used in valuing a mortgaged property. Criteria regarding maximum LVR, property type, location and maximum loan size must be met. The purchase contract must be made on a bona fide arms' length basis and negotiated via a real estate agent which is verified by lending officers at the time of application.

Valuation by Valuer General's Assessment ("VGA")

If the mortgaged property is situated in any state or territory other than WA, the value of the mortgaged property confirmed by a VGA can be accepted. This is generally from a rates notice. Criteria regarding maximum LVR, property type, location and maximum loan size must be met.

Valuation by desktop Electronic Valuation Report ("EVR")

Desktop valuations are a cost effective alternative to full valuations where a purchase contract or VGA cannot be used. Subject to qualifying criteria, EVRs are conducted by qualified and approved external valuers who are members of the Banks panel. The EVR provides BEN with a précis of the property based on comparable sales and other available information. A full inspection is not conducted. Criteria regarding maximum LVR, property type, location and maximum loan size must be met.

Valuation by Automated Valuation method ("AVM")

AVMs are statistically driven, fully automated property valuation tools that are reliant on analysis of property data to estimate Market Value. No inspection is conducted and AVMs are only available for established single use residential dwellings, units, villas or townhouses where the land size is less than 2 hectares. AVMs are subject to qualifying criteria including the Forecast Standard Deviation ("FSD") which is the error range inherent in the forecast estimate of the property value. Criteria regarding maximum LVR, property type, location and maximum loan size must be met.

Each AVM is based on a combination of statistical regression models:

- Indexation model which analyses historical sales for the subject property;
- Appraiser model which identifies recent sales/listings of similar properties in the building/street/locality; and
- Hedonic model which analyses and ascribes a 'value' for key individual property attributes and generates a value for a specific property.

6.4.6 Loan Approval

Loan approval may be given provided the application passes the credit decision process and the security property meets the criteria in terms of suitability and location. Approval may only be given by select officers for loans that fall within their delegated authority.

6.4.7 Loan Documentation

Once approved, a formal loan offer and associated security documentation are provided to the applicant for execution. After execution, the documentation is returned to the documentation unit which, based on satisfactory evidence that all pre-conditions to the loan have been met including evidence of appropriate level of building insurance noting BEN as mortgagee, authorises the advance of the Housing Loan. For non-South Australian originated loans, a solicitor selected from a panel of solicitors approved by BEN,

attends to BEN's requirements. The solicitor must issue a certificate confirming compliance with BEN's criteria before the settlement unit authorises the advance of the Housing Loan.

6.5 Servicing of the Housing Loans

6.5.1 The Servicer

Under the Series Supplement, BEN will be appointed as the initial Servicer of the Housing Loans. The day to day servicing of the Housing Loans will be performed by the Servicer at BEN's loan processing centre, telephone banking centres or by a mortgage manager. Servicing procedures undertaken by the processing centre include full and partial loan security discharges, loan security substitutions, consents for subsequent mortgages, subdivisions and progress payments. Customer enquiries are dealt with by the telephone banking centre or by a mortgage manager. Arrears management is outlined in Section 6.5.7.

6.5.2 Appointment and Obligations of Servicer

The Servicer's duties and obligations under the Series Supplement continue until the earlier of

(a) the Termination Payment Date; and

(b) the date of the Servicer's retirement or removal as Servicer.

The Servicer is required to administer the Housing Loans in the following manner:

(a) in accordance with the Series Supplement;

(b) in accordance with the Servicer's procedures manual and policies as they apply to those Housing Loans, which are under regular review and may change from time to time in accordance with business judgment and changes to legislation and guidelines established by relevant regulatory bodies; and

(c) to the extent not covered by the preceding paragraphs, in accordance with the standards and practices of a prudent lender in the business of originating and servicing retail home loans.

The Servicer's actions in servicing the Housing Loans are binding on the Trustee, whether or not such actions are in accordance with the Servicer's obligations. The Servicer is entitled to delegate its duties in accordance with the Series Supplement. The Servicer at all times remains liable for the acts or omissions of any delegate to the extent that those acts or omissions constitute a breach of the Servicer's obligations.

6.5.3 Powers of Servicer

The function of servicing the Housing Loans is vested in the Servicer and it is entitled to service the Housing Loans to the exclusion of the Trustee. The Servicer has a number of express powers, which include the power:

(a) to release a borrower from any amount owing where the Servicer has written-off or determined to write-off that amount, where it is required to do so by a court or other binding authority;

(b) subject to the preceding paragraph to vary, extend or relax the time to maturity, terms of repayment or any right in respect of the Housing Loans and their securities, except that the Servicer may not increase the term of a Housing Loan beyond 30 years from its settlement date unless required to do so by a court or other binding authority;

(c) to release or substitute any security for a Housing Loan as described in Section 6.2.6;

(d) to consent to subsequent securities over a mortgaged property for a Housing Loan, provided that the security for the Housing Loan retains priority over any subsequent security for at least the principal amount and accrued and unpaid interest on the Housing Loan plus any extra amount determined in accordance with the Servicer's procedures manual and policies;

(e) to institute litigation to recover amounts owing under a Housing Loan, but it is not required to do so if, based on advice from internal or external legal counsel, it believes that the Housing Loan is unenforceable or such proceedings would be uneconomical;

(f) to take other enforcement action in relation to a Housing Loan as it determines should be taken; and

(g) to compromise, compound or settle any claim in respect of a Mortgage Insurance Policy or a general insurance policy in relation to a Housing Loan or a mortgaged property for a Housing Loan.

6.5.4 Undertakings by the Servicer

The Servicer has undertaken, among other things, the following:

(a) upon being directed by the Trustee following a Perfection of Title Event, it will promptly take all action required or permitted by law to assist the Trustee and the Manager to perfect the Trustee's legal title to the Housing Loan Rights or to assist any newly appointed Servicer to service the Housing Loan Rights;

(b) to comply with its obligations under each Mortgage Insurance Policy (if any);

(c) it will notify the Trustee if it becomes actually aware of the occurrence of any Servicer Default or Perfection of Title Event;

(d) it will obtain and maintain all authorisations, filings and registrations necessary to properly service the Housing Loans; and

(e) subject to the provisions of the Privacy Act and its duty of confidentiality to its clients, it will promptly make available to the Manager, the auditor of the trust and the Trustee such written and oral information as any of them reasonably requires (after giving reasonable notice to the Servicer) with respect to all matters in the possession of the Servicer in respect of the activities of the Servicer to which the Series Supplement relates.

6.5.5 Administer Interest Rates

The Servicer must set the interest rates to be charged on the variable rate Housing Loans and the monthly instalment to be paid in relation to each Housing Loan. Subject to the next paragraph, while BEN is the Servicer, it must charge the same interest rates on the variable rate Housing Loans in the pool as it does for Housing Loans of the same product type which have not been assigned to the Trustee.

If at any time:

(a) the Basis Swap has terminated while any Notes are outstanding then, unless the Trustee has entered into a replacement Basis Swap or other arrangements in respect of which the Manager has issued a Ratings Affirmation Notice; or

(b) the Seller does not have the Required Rating at that time,

then:

(c) the Servicer must, subject to applicable laws, adjust the rates at which interest off-set benefits are calculated under the Interest Off-Set Accounts to rates which produce an amount of income which is sufficient to ensure that the Trustee has sufficient funds to comply with its obligations under the Transaction Documents as they fall due. If rates at which such interest off-set benefits are calculated have been reduced to zero and the amount of income produced by the reduction of the rates on the Interest Off-Set Accounts is not sufficient, the Servicer must ensure that the weighted average of the variable rates charged on the Housing Loans is sufficient, subject to applicable laws, including the National Consumer Protection Laws (to the extent applicable), assuming that all relevant parties comply with their obligations under the

Housing Loans and the Transaction Documents, to ensure that Trustee has sufficient funds to comply with its obligations under the Transaction Documents as they fall due; and

(d) the Seller will pay to the Trustee:

(i) if the Seller has the Required Rating at that time, by no later than the Distribution Date immediately following the Monthly Period during which the Basis Swap terminates an amount equal to the aggregate incremental amount of interest that would otherwise be payable by Mortgagors in respect of the Housing Loans during the 30 day period immediately following the date of termination of the Basis Swap if all interest off-set benefits under the Interest Off-Set Accounts were withdrawn at all times during that 30 day period; or

(ii) if the Seller does not have a Required Rating at that time, by no later than 2 Business Days after the Seller ceases to have the Required Rating, an amount equal to the aggregate incremental amount of interest that would otherwise be payable by Mortgagors in respect of the Housing Loans during the 30 day period immediately following the date the Seller ceases to have the Required Rating if all interest off-set benefits under the Interest Off-Set Accounts were withdrawn at all times during that 30 day period.

6.5.6 Collections

The Servicer will receive Collections on the Housing Loans from borrowers. Subject to the paragraphs below, the Servicer must deposit any Collections into the Collections Account within 2 Business Days following its receipt (or, where BEN is the Servicer but not an Eligible Depository, within 1 Business Day following its receipt). The Collections Account is permitted to be maintained with the Servicer if:

(a) the Servicer is an Eligible Depository; or

(b) the Servicer is not an Eligible Depository but the Servicer's obligations are supported by a Servicer Standby Guarantee or the Manager has issued a Ratings Affirmation Notice in relation to the Collections Account being held with the Servicer.

In either case if the Collections Account is maintained with the Servicer or is able to be maintained with the Servicer, the Servicer may retain the Collections until 10:00 am on the day which is 1 Business Day before the Distribution Date following the end of the Monthly Period.

After the applicable period referred to above, the Servicer must deposit the Collections into the Collections Account.

If Collections are retained by the Servicer for any period of time after their receipt, the Servicer must pay interest in respect of those Collections at the prevailing market rate agreed between the Servicer and the Manager from time to time for the period commencing on (and including) the date on which those Collections are received and ending on (and including) the date on which those Collections are paid or credited to the Collections Account. Such interest must be paid by no later than 10.00am on the day which is 1 Business Day before the Distribution Date following the end of the relevant Monthly Period. However, such interest is not payable if:

(a) the Manager determines on the immediately preceding Determination Date that an amount is to be paid to the Income Unitholder on the following Distribution Date as described in Section 7.4.6; and

(b) an Insolvency Event does not exist in relation to the Servicer.

6.5.7 Collections and Enforcement

Pursuant to the terms of the Housing Loans, borrowers must make the minimum repayment due under their Housing Loan. This payment must be made on or prior to each monthly payment due date.

Borrowers may make their repayments by various methods including branch, postal or electronic means. Any number of payments can be made during each month so long as the minimum monthly repayment amount due is met on or before the repayment due date. All repayments are credited to a borrower's account on the day of receipt.

Under the terms of the Housing Loan, a borrower's repayments can exceed the minimum monthly repayment amount. These surplus repayments (advance position) can be used to meet subsequent repayment amounts should the borrower fail to pay on the applicable due date. A loan will only be classed as "in arrears" if the borrower fails to meet their minimum monthly repayment amount and there is an insufficient advance position from which the repayment may be made.

The monitoring and actioning of Housing Loans in arrears, collection of monies owing and enforcement of security is controlled by BEN's Mortgage Help department.

Mortgage Help follows a structured process to ensure its rights are maintained in accordance with legal and regulatory requirements.

BEN reports all actions that it takes on overdue Housing Loans to the relevant Mortgage Insurer where required in accordance with the terms of the policies.

Where a repayment is not made by the monthly instalment due date, or only a partial payment is received leaving more than $50.00 in arrears, the account will enter the Collection System. Should this situation continue for 4 days, the Collection System will generate a reminder letter to the borrower. If, after a further 6 days (10 days in arrears / over limit) the account is still in arrears, Mortgage Help will attempt telephone contact with the borrower. If the borrower advises that they cannot make the full payment, BEN will seek to enter into an arrangement to clear the arrears on terms deemed commercially acceptable to the Bank. This will be consistent with the Banking Code of Practice and BEN's Financial Difficulty obligations under the NCCP Act.

If contact by telephone is unsuccessful, Mortgage Help will generate a letter requesting full payment of the arrears or for the borrower to contact BEN upon receipt.

Where the borrower subsequently fails to contact BEN or make some or all of the required repayment without adequate explanation, a Section 88 notice of default will be issued. From a regulatory perspective, the borrower is given a 30 day period to comply with the notice. At the expiry of this period, and in the absence of satisfactory borrower circumstances, enforcement proceedings will commence.

The mortgagee's ability to exercise its power of sale on the security property is dependent upon the statutory requirements of the relevant state or territory. A dedicated team within Mortgage Help is responsible for the recovery process and works closely with BEN's panel solicitors to obtain judgement and make application for possession from the applicable court. Once BEN has obtained a possession order in relation to the security property the recoveries team work in conjunction with an external property agent to prepare and manage the sale of the security property.

If a shortfall is realised at settlement and a mortgage insurance policy is held, the recoveries team will then submit the claim for payment with the relevant LMI provider.

6.5.8 Consequences of Further Advances or provision of additional features

Under the terms and conditions of each Housing Loan, BEN may and in its discretion and subject to its credit review process, make an advance to a mortgagor after the Cut-Off Date (a "**Further Advance**").

If BEN makes a Further Advance in relation to a Housing Loan and either:

(a) it records that Further Advance as a debit to the account in its records for the Housing Loan; or

(b) it opens a separate account in its records in relation to that Further Advance,

and the Further Advance leads to an increase in the Scheduled Balance of the relevant Housing Loan by more than 1 scheduled monthly instalment, the Housing Loan and its related securities will no longer

form part of the Assets of the Series Trust and will be treated as having been repaid in full. In return BEN must pay the Trustee the principal amount (before the Further Advance) of, and accrued but unpaid interest on, the Housing Loan.

If BEN makes a Further Advance which it records as a debit to the account in its records for an existing Housing Loan and which does not lead to an increase in the Scheduled Balance of that Housing Loan by more than 1 scheduled monthly instalment, the Further Advance is treated as an advance made pursuant to the terms of the relevant Housing Loan (each a "**Redraw**") and the rights to repayment will be an amount due under the Housing Loan and will form part of the Assets of the Series Trust.

If upon request of a Mortgagor in relation to a Housing Loan, BEN provides an additional feature with respect to other Housing Loans originated by BEN which cannot be added to the Housing Loan while it remains as an Asset of the Series Trust or for any other similar purpose a Housing Loan cannot remain as an Asset of the Series Trust, the Housing Loan is, for the purposes of this Deed only, treated as having been repaid in full by the payment by BEN to the Trustee of the sum necessary to repay that Housing Loan. Such payment from BEN must equal the principal balance plus accrued but unpaid interest owing in respect of the Housing Loan and must be allocated by the Trustee to the Collections Account of the Series Trust.

BEN must not exercise its rights to provide a Further Advance (other than a Redraw) or an additional feature with respect to a Housing Loan as described in the foregoing if BEN is aware that the mortgagor with respect to the relevant Housing Loan is in default of its obligations under that Housing Loan.

6.5.9 Repayment of a Housing Loan

If a Housing Loan is repaid in full, the remaining interest (if any) in the Housing Loan and its related securities will no longer form part of the Assets of the Series Trust. However, if any related securities also secure other existing Housing Loans, the Trustee will continue to hold the related securities until repayment of those other Housing Loans.

6.5.10 Clean-Up Offer

If a Distribution Date is the Clean-Up Date or occurs after the Clean-Up Date then the Trustee must, if so directed by the Manager, and if the Manager has notified the Trustee of the Clean-Up Settlement Price, give BEN a notice to that effect at least 5 Business Days prior to the next Determination Date. By giving that notice, the Trustee is deemed to irrevocably offer (the "**Clean-Up Offer**") to extinguish its entire right, title and interest in the Housing Loans and related securities which are then Assets of the Series Trust in return for payment by BEN to the Trustee of the Clean-Up Settlement Price on the next Determination Date. The Trustee's entire right, title and interest in the Housing Loans and related securities will be held as assets of the Seller Trust with effect from the Clean-Up Settlement Date.

The payment by the Trustee to Noteholders and Redraw Noteholders on the Distribution Date on or following payment by BEN of the Clean-Up Settlement Price will be in full and final redemption of the Notes and Redraw Notes, regardless of any unreimbursed Charge-Offs. However, if the Clean-Up Settlement Price is insufficient to ensure Noteholders and Redraw Noteholders will receive the aggregate of the Stated Amount of the Notes and Redraw Notes, as applicable, and Interest payable on the Notes and Redraw Notes, then the Clean-Up Offer will be conditional upon an Extraordinary Resolution of Noteholders and Redraw Noteholders approving the Clean-Up Settlement Price.

7. CASH FLOW ALLOCATION METHODOLOGY

7.1 Principles Underlying the Allocation of Cash Flows

This Section 7 describes the methodology for the calculation of the amounts to be paid by the Trustee on each Distribution Date to, amongst others, the Noteholders.

In summary, the Series Supplement provides for Collections to be allocated and paid on a monthly basis, in accordance with a set order of priorities, to satisfy the Trustee's payment obligations in relation to the Series Trust. The underlying cash flows comprising the Collections are explained in Section 7.3. The methodology for allocating Collections between Interest on the Notes and other charges, on one hand, and principal, on the other, are explained in Sections 7.4 and 7.5.

The calculation of the various amounts payable on each Distribution Date and the priority in which these amounts are paid are also explained in Sections 7.4 and 7.5.

In certain circumstances the principal amount of the Notes can be reduced by way of Charge-Off. This is explained in Section 7.6.

7.2 Monthly Periods, Determination Dates and Distribution Dates

The distribution of Collections operates on a deferred basis. The Collections in respect of each Monthly Period are paid by the Trustee towards Series Trust Expenses and to, amongst other creditors of the Series Trust, the Noteholders on the following Distribution Date. All necessary calculations for this purpose are made by the Manager no later than the Determination Date after the end of each Monthly Period. Available funds are then transferred to the Collections Account (if not already credited to the Collections Account) on the Transfer Date, for utilisation by the Trustee on the following Distribution Date.

The following sets out an example of a series of relevant dates and periods for the allocation of cash flows and their payments. All dates are assumed to be Business Days.

1 June to 30 June (inclusive)	Monthly Period
9 June to 8 July (inclusive)	Interest Period
6 July	Record Date
6 July	Determination Date
8 July	Transfer Date
9 July	Distribution Date
9 July	Interest Payment Date

7.3 Underlying Cash Flows

7.3.1 Collections

The Collections for a Monthly Period are the aggregate of the following amounts (without double counting) in respect of the Housing Loans:

(a) the sum of all amounts for which a credit entry is made during the Monthly Period to the accounts established in the Servicer's records for the Housing Loans less the sum of any credit entries to the accounts established in the Servicer's records for the Housing Loans which relate to any Defaulted Amount on the Housing Loans during the Monthly Period and the amount of any reversals to the accounts established in the Servicer's records for the Housing Loans where

the original credit entry (or part thereof) was made in error or was made but subsequently reversed due to funds not being cleared;

(b) any Recoveries received by the Servicer in relation to the Housing Loans during the Monthly Period (less any reversals made during the Monthly Period in respect of recoveries where the original credit entry (or part thereof) was made in error or subsequently reversed due to funds not being cleared);

(c) any amounts received by the Trustee from BEN in respect of the Monthly Period with respect to Housing Loans the Trustee's interest in which has been extinguished following the making of a Further Advance, the provision of an additional feature or any similar purpose (see Section 6.5.8) or as a result of the discovery of an incorrect representation made by BEN;

(d) any amounts received by the Trustee on the Distribution Date following the Monthly Period upon BEN's acceptance of the Clean-Up Offer (see Section 6.5.10);

(e) any damages or indemnities received by the Trustee in respect of the Monthly Period as a result of:

(i) the discovery after the relevant Prescribed Period that a representation or warranty made by BEN and referred to in Section 6.2.4 was incorrect when given (see Section 6.2.5);

(ii) any release or substitution of any mortgage or related securities (other than as described in Section 6.2.6); or

(iii) the Servicer being required under a Binding Provision, or a court or tribunal, to grant any form of relief to a mortgagor or collateral security provider as a result of the Servicer having breached any applicable law, official directive, a Binding Provision or not having acted as a prudent lender of retail home loans;

(f) any damages received by the Trustee in the Monthly Period which are not included in the amounts referred to in (e)(ii) above;

(g) any amounts received by the Trustee in the Monthly Period as a result of the sale of the Assets of the Series Trust on or following the Termination Date;

(h) in respect of the first Monthly Period, any Note subscription proceeds received by the Trustee that are not used on the Closing Date to acquire Housing Loans;

(i) any mortgage or general insurance proceeds received in relation to the Housing Loans by the Servicer or the Trustee during the Monthly Period;

(j) the amount of any Waived Mortgagor Break Costs received by the Trustee in respect of the Monthly Period; and

(k) any other amounts received by the Trustee during the period as determined by the Manager and notified to the Trustee,

less any amount debited during the Monthly Period to the accounts established in the Servicer's records for the Housing Loans representing taxes, fees or charges imposed by any governmental agency or insurance premiums paid by the Servicer.

Collections for a Monthly Period are allocated first to the satisfaction of Finance Charges.

7.3.2 Finance Charges

The Finance Charges for a Monthly Period are the aggregate of the following amounts (without double counting) in respect of the Housing Loans:

(a) the aggregate of:

(i) all debit entries representing interest or other charges that have been charged (net of any interest offset benefits under the Interest Off-Set Accounts) or other charges charged during the Monthly Period made to the accounts established in the Servicer's records for the Housing Loans; and

(ii) subject to paragraph (iii), any Mortgagor Break Costs charged during a prior Monthly Period and received by the Servicer during the Monthly Period; and

(iii) any amounts received by the Servicer during the Monthly Period from the enforcement of any mortgage or in accordance with any mortgage insurance policy where such amounts exceed the aggregate of the costs of enforcement of any mortgage and the interest and principal then outstanding on the Housing Loan in respect of which amounts are received and represent the Mortgagor Break Costs charged during a prior Monthly Period on the Housing Loan in respect of which amounts are received,

less the aggregate of:

(iv) any reversals made during the Monthly Period in respect of interest or other charges in relation to any of the accounts where the original debit entry (or part thereof) was in error;

(v) any Mortgagor Break Benefits payable to a mortgagor during the Monthly Period; and

(vi) any Mortgagor Break Costs charged, but not received by the Servicer, during the Monthly Period;

(b) any Recoveries received by the Servicer in relation to the Housing Loans during the Monthly Period (less any reversals where the original debit entry (or part thereof) was in error);

(c) any amounts received by the Trustee for Housing Loans the Trustee's interest in which has been extinguished following the making of a Further Advance, the provision of an additional feature or any similar purpose (see Section 6.5.8) or as a result of the discovery of an incorrect representation made by BEN including as referred to in Section 6.2.4 (see Section 6.2.5) where such amounts represent accrued but unraised interest on the Housing Loans in respect of the Monthly Period;

(d) the amount of any Clean-Up Settlement Price received by the Trustee on the Distribution Date following the Monthly Period which represents amounts in respect of accrued but unraised interest on the Housing Loans;

(e) any amount received by the Trustee from BEN, Servicer or Manager in respect of the Monthly Period for breach of a representation, warranty or obligation under the Master Trust Deed or Series Supplement;

(f) any amounts received by the Trustee in the Monthly Period as a result of the sale of Assets of the Series Trust on or following the Termination Date which the Manager determines are to be treated as Finance Charges;

(g) the amount of any Waived Mortgagor Break Costs received by the Trustee from the Servicer during the Monthly Period; and

(h) any Collections received by the Trustee or the Servicer during the Monthly Period if during that Monthly Period the Stated Amount of the Notes and Redraw Notes has been reduced to zero,

less any amount debited to the accounts established in the Servicer's records for the Housing Loans during the Monthly Period in respect of government fees or charges, bank accounts debits tax or similar government taxes or duties (including any tax or duty in respect of payments or receipts to or from bank or other accounts) or insurance premiums paid by the Servicer.

7.4 Determination of Investor Revenues

7.4.1 Determination of Investor Revenues

On each Determination Date the Manager will calculate (without double counting) the aggregate of the following (referred to as "**Investor Revenues**"):

(a) the lesser of:

(i) Collections for that Monthly Period; and

(ii) Finance Charges for that Monthly Period;

(b) the net amount (if any) receivable by the Trustee under any Hedge Agreement in respect of the Interest Period ending on the Distribution Date immediately following the end of that Monthly Period;

(c) any interest income (or amounts in the nature of interest income) credited to the Collections Account during that Monthly Period or amounts in the nature of interest otherwise paid by the Servicer or the Manager in respect of Collections held by it;

(d) all income realised in that Monthly Period in respect of authorised short term investments of the Series Trust;

(e) any amount of input tax credits (as defined in the GST Act) received by the Trustee in that Monthly Period in respect of the Series Trust;

(f) any other amount received by the Trustee in that Monthly Period (excluding any Collections, or any Redraw Facility advance, Liquidity Draw, Cash Deposit, any collateral or prepayment under or in connection with any Hedge Agreement); and

(g) any other amount received by the Trustee in the nature of income during that Monthly Period as determined by the Manager and notified to the Trustee,

(excluding any interest or other income received during that Monthly Period in respect of any collateral or prepayment under or in connection with any Hedge Agreement, or any interest earned on that part of the Collections Account which is referable to the Cash Deposit Account or the Extraordinary Expense Reserve).

7.4.2 Gross Liquidity Shortfall and Calculation of Adjusted Investor Revenues

If the Investor Revenues for a Monthly Period are insufficient to meet the Total Expenses (see Section 7.4.6) for the Monthly Period (being a "**Gross Liquidity Shortfall**"), the Manager must direct the Trustee to withdraw from the Excess Revenue Reserve, on the immediately following Distribution Date, an amount equal to the lesser of:

(a) the Gross Liquidity Shortfall; and

(b) the balance of the Excess Revenue Reserve ,

(being an "**Excess Revenue Reserve Draw Total Expenses**") and apply that amount as part of the Total Investor Revenues on the Distribution Date immediately following the end of that Monthly Period.

If the Excess Revenue Reserve Draw Total Expense determined by the Manager on that Determination Date is greater than zero, the Manager will calculate the aggregate of the following in relation to that Monthly Period just ended (being the "**Adjusted Investor Revenues**"):

(a) the Investor Revenues; and

(b) the Excess Revenue Reserve Draw Total Expense.

Excess Revenue Reserve Draws Total Expense may be reimbursed from Total Investor Revenues in the manner explained in Section 7.4.6.

7.4.3 Net Liquidity Shortfall

If the Adjusted Investor Revenues for a Monthly Period are insufficient to meet the relevant Gross Liquidity Shortfall (being a "**Net Liquidity Shortfall**"), the Manager will calculate the lesser of the following (being a "**Principal Draw**") on the Determination Date following the end of the Monthly Period:

(a) the Net Liquidity Shortfall in relation to that Determination Date; and

(b) where the Collections exceed the Finance Charges for that Monthly Period, the amount of such excess or, where the Finance Charges exceed the Collections for that Monthly Period, zero.

Principal Draws may be reimbursed from Total Investor Revenues in the manner explained in Section 7.4.6.

7.4.4 Remaining Net Liquidity Shortfall

If the Principal Draw in respect of a Determination Date is insufficient to meet the relevant Net Liquidity Shortfall (being a "**Remaining Net Liquidity Shortfall**"), the Trustee may be entitled to request a drawing under the Liquidity Facility for an amount equal to the lesser of the Remaining Net Liquidity Shortfall and the amount which is available for drawing under the Liquidity Facility (see Section 9.2). This amount will be a Liquidity Draw in relation to the relevant Determination Date ("**Liquidity Draw**").

Liquidity Draws may be reimbursed from Total Investor Revenues in the manner explained in Section 7.4.6.

7.4.5 Accrued Interest Adjustment

Each Housing Loan to be assigned to the Trustee by BEN will have accrued interest from (and including) the previous due date for the payment of interest under the Housing Loan up to (but excluding) the Closing Date. This Accrued Interest Adjustment is to be paid to BEN on the first Distribution Date.

7.4.6 Calculation and Application of Total Investor Revenues

On each Determination Date the Manager will calculate the aggregate of the following (being "**Total Investor Revenues**") in relation to a Monthly Period and the Distribution Date immediately following that Monthly Period just ended:

- the Adjusted Investor Revenues for that Monthly Period;
- the Principal Draw (if any) in respect of that Determination Date;
- the Liquidity Draw (if any) in respect of that Determination Date;
- the Extraordinary Expense Reserve Draw (if any) in respect of that Determination Date; and

- the Excess Revenue Reserve Draw Total Expenses (if any) in respect of that Determination Date.

The Trustee will apply the Total Investor Revenues for each Monthly Period on each Distribution Date following the end of the Monthly Period in the following order of priority:

(a) first, up to $1 to the Income Unitholder;

(b) next, in respect of the first Distribution Date, any Accrued Interest Adjustment due to BEN;

(c) next, in payment of the Series Trust Expenses in the order set out in Section 7.4.7 below;

(d) next, in payment pari passu and rateably towards:

(i) any net amounts payable on that Distribution Date by the Trustee to the Hedge Providers under any Hedge Agreement other than:

(A) any termination payment payable to a Hedge Provider under a Hedge Agreement as a result of a Hedge Provider Event of Default occurring in relation to that Hedge Agreement); and

(B) any termination payment payable to a Hedge Provider under a Hedge Agreement to the extent it is being terminated as a result of the early termination of a given fixed interest rate relating to all or part of a Housing Loan prior to the scheduled termination of that fixed interest rate, except to the extent the Trustee has received the applicable Mortgagor Break Costs from the relevant Mortgagor during the Monthly Period or (in the event of Waived Mortgagor Break Costs) the Trustee has received the corresponding Non-Collection Fee;

(ii) fees and interest due under the Redraw Facility (if any) on that Distribution Date plus any such fees and interest remaining unpaid from prior Distribution Dates to be paid to the Redraw Facility Provider;

(iii) repayment to the Liquidity Facility Provider of the Applied Liquidity Amounts outstanding; and

(iv) the Liquidity Facility Interest (if any) due on that Distribution Date plus any Liquidity Facility Interest remaining unpaid from prior Distribution Dates to be paid to the Liquidity Facility Provider;

(e) next, in or towards payment pari passu and rateably towards the Redraw Note Interest due on that Distribution Date plus any such Redraw Note Interest remaining unpaid from prior Distribution Dates to be distributed pari passu and rateably between the Redraw Notes;

(f) next, towards:

(i) the interest on the Class A Notes due on that Distribution Date plus any interest on the Class A Notes remaining unpaid from prior Distribution Dates (pari passu and rateably between the Class A Notes); and

(ii) the interest on the Class A-R Interest due on that Distribution Date plus any interest on the Class A-R Notes remaining unpaid from prior Distribution Dates (pari passu and rateably between the Class A-R Notes);

(g) next, towards the interest on the Class AB Notes due on that Distribution Date plus any interest on the Class AB Notes remaining unpaid from prior Distribution Dates (pari passu and rateably between the Class AB Notes);

(h) next, towards the interest on the Class B Notes due on that Distribution Date plus any interest on the Class B Notes remaining unpaid from prior Distribution Dates (pari passu and rateably between the Class B Notes);

(i) next, towards the interest on the Class C Notes due on that Distribution Date plus any interest on the Class C Notes remaining unpaid from prior Distribution Dates (pari passu and rateably between the Class C Notes);

(j) next, towards the interest on the Class D Notes due on that Distribution Date plus any interest on the Class D Notes remaining unpaid from prior Distribution Dates (pari passu and rateably between the Class D Notes);

(k) next, towards the interest on the Class E Notes due on that Distribution Date plus any interest on the Class E Notes remaining unpaid from prior Distribution Dates (pari passu and rateably between the Class E Notes);

(l) next, an amount equal to any unreimbursed Principal Draws (see Section 7.4.3) will be allocated towards the Adjusted Principal Collections (see Section 7.5.1);

(m) next, an amount equal to the Defaulted Amount in relation to that Monthly Period just ended will be allocated to Total Principal Collections for that Monthly Period just ended and applied as set out in Section 7.5.3;

(n) next, an amount equal to the unreimbursed Charge-Offs in respect of the Notes and Redraw Notes from all prior Distribution Dates will be allocated to Total Principal Collections for the Monthly Period just ended and applied as set out in Section 7.5.3;

(o) next, if any Notes remain outstanding on that Distribution Date, as a deposit to the Excess Revenue Reserve until the balance of the Excess Revenue Reserve equals the Excess Revenue Reserve Target Balance in respect of that Distribution Date;

(p) next, as a deposit to the Extraordinary Expense Reserve until the balance of the Extraordinary Expense Reserve equals the Extraordinary Expense Reserve Required Balance;

(q) next, pari passu and rateably:

(i) towards any payment to a Hedge Provider under a Hedge Agreement to the extent not paid as described in paragraph (d)(i) above;

(ii) towards payment to the Redraw Facility Provider of any other amount payable to it under the Redraw Facility Agreement (excluding any amounts payable under paragraph (d)(ii) above or under Section 7.5.3(a)); and

(iii) towards payment to the Liquidity Facility Provider of any other amount payable to it under the Liquidity Facility Agreement (excluding any amounts payable under paragraph (d)(iii) and (d)(iv) above); and

(iv) towards payment to the Arranger and each Joint Lead Manager of any indemnity amount payable to them under the Dealer Agreement; and

(r) next, the balance (if any), is paid to the Income Unitholder on that Distribution Date.

"**Total Expenses**" in relation to a Monthly Period and the Distribution Date immediately following that Monthly Period, means:

(a) unless paragraphs (b), (c), (d) or (e) below applies, the aggregate of the amounts referred to in Section 7.4.6(a) to 7.4.6(k) (inclusive) ("Application of Total Investor Revenues on each Distribution Date") for that Monthly Period;

(b) where the aggregate Stated Amount of the Class B Notes on the Determination Date immediately following the end of that Monthly Period is less than the aggregate Invested Amount of the Class B Notes on the Determination Date immediately following the end of that Monthly Period, the aggregate of the amounts referred to in Section 7.4.6(a) to Section 7.4.6(g) (inclusive) ("Application of Total Investor Revenues on each Distribution Date") for that Monthly Period;

(c) where the aggregate Stated Amount of the Class C Notes on the Determination Date immediately following the end of that Monthly Period is less than the aggregate Invested Amount of the Class C Notes on the Determination Date immediately following the end of that Monthly Period, the aggregate of the amounts referred to in Section 7.4.6(a) to Section 7.4.6(h) (inclusive) ("Application of Total Investor Revenues on each Distribution Date") for that Monthly Period;

(d) where the aggregate Stated Amount of the Class D Notes on the Determination Date immediately following the end of that Monthly Period is less than the aggregate Invested Amount of the Class D Notes on the Determination Date immediately following the end of that Monthly Period, the aggregate of the amounts referred to in Section 7.4.6(a) to Section 7.4.6(i) (inclusive) ("Application of Total Investor Revenues on each Distribution Date") for that Monthly Period; and

(e) where:

(i) the aggregate Stated Amount of the Class E Notes on the Determination Date immediately following the end of that Monthly Period is less than the aggregate Invested Amount of the Class E Notes on the Determination Date immediately following the end of that Monthly Period;

(ii) the Clean-Up Date has occurred or is expected to occur on the Distribution Date immediately following the end of that Monthly Period; or

(iii) the 3 Month Arrears Ratio is greater than 4% as at the Determination Date immediately following the end of that Monthly Period,

the aggregate of the amounts referred to in Section 7.4.6(a) to Section 7.4.6(j) (inclusive) ("Application of Total Investor Revenues on each Distribution Date") for that Monthly Period.

7.4.7 Series Trust Expenses

The Manager will determine on each Determination Date the following expenses incurred during (or which relate to) the Monthly Period and which are to be paid on the next Distribution Date:

(a) first, on a pari passu and rateable basis, any taxes payable in relation to the Series Trust;

(b) next, the Trustee Fee (this is described in Section 10.3.6);

(c) next, the fees, costs and expenses incurred by or payable to the Security Trustee in acting as Security Trustee;

(d) next, on a pari passu and rateable basis, any indemnities payable by the Trustee pursuant to the Transaction Documents (other than any indemnities payable by the Trustee to the Redraw Facility Provider under the Redraw Facility Agreement and any indemnities payable by the Trustee to the Liquidity Facility Provider under the Liquidity Facility Agreement and any indemnities payable by the Trustee to the Arranger and each Joint Lead Manager under the Dealer Agreement);

(e) next, on a pari passu and rateable basis, any Penalty Payments (to the extent the Trustee is liable for such payments);

(f) next, on a pari passu and rateable basis:

(i) all costs and expenses properly incurred by the Servicer in connection with the enforcement of any Housing Loans or related securities;

(ii) the costs of registering any caveats or mortgage transfers in relation to mortgages forming part of the Assets of the Series Trust;

(iii) any amount received by the Trustee or the Servicer after the Cut-Off Date in respect of a Housing Loan or related securities which is "clawed-back" by an insolvency official as a result of the insolvency or bankruptcy of the mortgagor or other security provider; and

(iv) all other costs, charges and expenses incurred by the Trustee in respect of the Series Trust where such costs, charges and expenses are permitted to be reimbursed to the Trustee out of the Assets of the Series Trust under the Master Trust Deed or the Series Supplement (other than the amounts referred to in paragraphs (a) and (d) to (p) of Section 7.4.6, the Trustee's liability for principal repayments discussed in Section 7.5, the Trustee's liability to repay principal on the Notes and Redraw Notes and any liability of the Trustee to repay any collateral or prepayment lodged with, or paid to, the Trustee under the terms of any Hedge Agreement or any amount referred to in paragraphs (g) to (i) below);

(g) next, the Servicer's Fee (this is described in Section 10.5.3);

(h) next, the Management Fee (this is described in Section 10.4.5); and

(i) next, the Custodian Fee (if any) (this is described in Section 11.3).

The aggregate of (a) to (i) above represent the "**Series Trust Expenses**". The Series Trust Expenses are paid in the priority explained in Section 7.4.6.

7.5 Repayment of Principal on the Notes

7.5.1 Determination of Total Principal Collections

The Principal Collections for a Monthly Period are:

(a) zero, where the Finance Charges for the Monthly Period exceed the Collections less the Principal Draw (if any) for the Monthly Period (being the "**Net Collections**" for the Monthly Period); or

(b) in all other cases, the Net Collections for the Monthly Period less the Finance Charges in respect of the Monthly Period.

On each Determination Date the Manager will calculate the aggregate of the following (being the "**Adjusted Principal Collections**") in relation to a Monthly Period:

(a) the Principal Collections in relation to that Monthly Period;

(b) the amount determined by the Manager on the Determination Date immediately following the end of that Monthly Period to be allocated from Total Investor Revenues to Adjusted Principal Collections in respect of unreimbursed Principal Draws on the next Distribution Date (see Section 7.4.6(l)).

If BEN makes a Redraw on any day in respect of a Housing Loan and notifies the Manager of the amount of that Redraw:

(a) BEN may apply an amount from Collections held by it prior to deposit in the Collections Account; or

(b) the Manager must direct the Trustee to pay BEN that amount from Collections held by the Trustee in the Collections Account (other than any amount which the Servicer has deposited to the Collections Account as a prepayment of Collections),

in each case in reimbursement of any such Redraw only if:

(c) BEN or the Trustee, as applicable, has sufficient such Collections to be able to make the reimbursement; and

(d) the Manager certifies to the Trustee that it is reasonably satisfied that the anticipated Total Principal Collections for the Monthly Period in which that day falls (after taking into account any anticipated Principal Draw) will exceed the aggregate of the amount of that reimbursement and any other reimbursement made to BEN during that Monthly Period.

Upon receipt of a direction by the Trustee from the Manager, the Trustee must pay BEN the amount so directed and will be entitled to assume that the Manager has complied with its obligations.

On each Determination Date the Manager will, for the immediately preceding Monthly Period, calculate the aggregate of the following (being "**Total Principal Collections**"):

(a) the Adjusted Principal Collections for that Monthly Period;

(b) the Redraw Note Amount in relation to the Determination Date;

(c) without double counting, any amounts received by the Trustee in the nature of principal during that Monthly period as determined by the Manager and notified to the Trustee;

(d) for the Monthly Period during which the Class A-R Issue Date occurs, the amount of any surplus issuance proceeds of Class A-R Notes to be applied as Total Principal Collections in accordance with section 7.5.4(e); and

(e) the Excess Revenue Reserve Draw Defaulted Amount (if any) in respect of the Determination Date.

7.5.2 Excess Revenue Reserve Draw Defaulted Amount

If there is insufficient Total Investor Revenues to be allocated in full against the Defaulted Amounts (if any) in respect of a Monthly Period (the insufficiency being the "**Notional Defaulted Amount Insufficiency**") the Manager must direct the Trustee to withdraw from the Excess Revenue Reserve, on the immediately following Distribution Date, an amount equal to the lesser of:

(a) the Notional Defaulted Amount Insufficiency; and

(b) the balance of the Excess Revenue Reserve less any Excess Revenue Reserve Draw Total Expenses to be withdrawn on the immediately following Distribution Date,

(being an "**Excess Revenue Reserve Draw Defaulted Amount**") and apply that amount as part of the Total Principal Collections that Distribution Date.

7.5.3 Application of Total Principal Collections

On each Distribution Date prior to enforcement of the Charge, the Trustee must at the Manager's direction apply the Total Principal Collections for the Monthly Period (less any amount applied during that Monthly Period to reimburse Redraws in accordance with section 7.5.1) just ended in the following order of priority:

(a) first, in repayment to the Redraw Facility Provider of any Redraw Principal Outstanding;

(b) next, to the Redraw Noteholders, to be applied in accordance with Section 7.5.5, in repayment of principal with respect to the Redraw Notes until the Stated Amount of the Redraw Notes is reduced to zero;

(c) next:

(i) if the Serial Paydown Triggers have not occurred on the Determination Date immediately preceding that Distribution Date, to be applied in the following order of priority:

(A) first:

(aa) to the Class A Noteholders in repayment of principal in respect of the Class A Notes, pari passu and rateably amongst the Class A Notes until the Stated Amount of the Class A Notes is reduced to zero;

(ab) to the Class A-R Noteholders in repayment of principal in respect of the Class A-R Notes, pari passu and rateably amongst the Class A-R Notes until the Stated Amount of the Class A-R Notes is reduced to zero; and

(B) next, to the Class AB Noteholders, in repayment of principal in respect of the Class AB Notes, pari passu and rateably amongst the Class AB Notes until the Stated Amount of the Class AB Notes is reduced to zero;

(C) next, to the Class B Noteholders in repayment of principal in respect of the Class B Notes, pari passu and rateably amongst the Class B Notes until the Stated Amount of the Class B Notes is reduced to zero;

(D) next, to the Class C Noteholders in repayment of principal in respect of the Class C Notes, pari passu and rateably amongst the Class C Notes until the Stated Amount of the Class C Notes is reduced to zero;

(E) next, to the Class D Noteholders in repayment of principal in respect of the Class D Notes, pari passu and rateably amongst the Class D Notes until the Stated Amount of the Class D Notes is reduced to zero; and

(F) next, to the Class E Noteholders in repayment of principal in respect of the Class E Notes, pari passu and rateably amongst the Class E Notes until the Stated Amount of the Class E Notes is reduced to zero; or

(ii) if the Serial Paydown Triggers have occurred on the Determination Date immediately preceding that Distribution Date to be applied pari passu and rateably:

(A) to the Class A Noteholders in repayment of principal in respect of the Class A Notes, pari passu and rateably amongst the Class A Notes until the Stated Amount of the Class A Notes is reduced to zero;

(B) to the Class A-R Noteholders, in repayment of principal in respect of the Class A-R Notes, pari passu and rateably amongst the Class A-R Notes until the Stated Amount of the Class A-R Notes is reduced to zero;

(C) to the Class AB Noteholders, in repayment of principal in respect of the Class AB Notes, pari passu and rateably amongst the Class AB Notes until the Stated Amount of the Class AB Notes is reduced to zero;

(D) to the Class B Noteholders in repayment of principal in respect of the Class B Notes, pari passu and rateably amongst the Class B Notes until the Stated Amount of the Class B Notes is reduced to zero;

(E) to the Class C Noteholders in repayment of principal in respect of the Class C Notes, pari passu and rateably amongst the Class C Notes until the Stated Amount of the Class C Notes is reduced to zero;

(F) to the Class D Noteholders in repayment of principal in respect of the Class D Notes, pari passu and rateably amongst the Class D Notes until the Stated Amount of the Class D Notes is reduced to zero; and

(G) to the Class E Noteholders in repayment of principal in respect of the Class E Notes, pari passu and rateably amongst the Class E Notes until the Stated Amount of the Class E Notes is reduced to zero; and

(d) next, the balance (if any) is to be paid to the Capital Unitholder.

7.5.4 Refinancing of Class A Notes with Class A-R Notes

(a) The following paragraphs describe the process that is to apply if the Manager has elected to arrange for the marketing and issuance of Class A-R Notes on the Class A Refinancing Date First Possible or on any Class A Refinancing Date Subsequent as described in Section 4.3.6

(b) The Manager may, at its cost, appoint such advisors, arrangers or dealers as it sees fit to assist with the marketing and issuance of the Class A-R Notes. The Manager agrees to give notice to the Rating Agencies in respect of the Margin on the Class A-R Notes prior to the issuance of the Class A-R Notes.

(c) If the Manager is able to arrange for Class A-R Notes to be issued by the Trustee on the Class A Refinancing Date First Possible or the relevant Class A Refinancing Date Subsequent (as applicable) (such date being the "**Class A-R Issue Date**"):

(i) with a Margin which:

(A) is less than the sum of the Margin for the Class A Notes and 0.25%; and

(B) the Manager is reasonably satisfied will not result in a reduction, qualification or withdrawal of any of the ratings then assigned by each Rating Agency to the Notes;

(ii) with the same credit rating from each Rating Agency as the Class A Notes on the Class A-R Issue Date;

(iii) with an aggregate Initial Invested Amount equal to the Invested Amount of the Class A Notes on the Class A-R Issue Date after taking into account any principal repayments to be made under section 7.5.3 on that day (plus any additional amount necessary for parcels of Class A-R Notes to be issued); and

(iv) in accordance with the public offer test outlined in Section 128F of the Income Tax Assessment Act 1936,

the Manager will direct the Trustee in writing (copied to each Rating Agency) to issue those Class A-R Notes on the relevant Class A-R Issue Date.

(d) The Trustee (at the direction of the Manager) must give the Noteholders of the Class A Notes not less than 7 calendar days' notice of the proposed redemption of the Class A Notes on the relevant Class A-R Issue Date (where the relevant Class A-R Issue Date is not the Class A Refinancing Date First Possible).

(e) On the Class A-R Issue Date, the Trustee agrees to deposit the proceeds of the Class A-R Note issuance into the Collections Account and apply the issuance proceeds of those Class A-R Notes on the Class A-R Issue Date towards redeeming the Class A Notes in full, with any surplus issuance proceeds to be included in the Total Principal Collections for distribution on the next Distribution Date after the Class A-R Issue Date.

(f) For the avoidance of doubt, the Trustee may not issue Class A-R Notes (and the Manager must not direct the Trustee to issue Class A-R Notes) unless the issue proceeds of those Class A-R Notes are sufficient to redeem the Class A Notes in full and the conditions under Section 7.5.4(c) are satisfied.

7.5.5 Redraw Notes

(a) Issue of Redraw Notes

If on any day the Manager considers that the amount available to be applied towards repayment of Redraws and the Redraw Principal Outstanding under the Redraw Facility on the following Distribution Date is likely to be insufficient to pay in full the Manager's estimate of the Redraws and Redraw Principal Outstanding to be repaid on that Distribution Date, the Manager may direct the Trustee to issue Redraw Notes. The Trustee must not issue Redraw Notes unless:

(i) the Manager has directed the Trustee to do so which direction the Manager must not give if it considers that on following Distribution Date (taking into account that issue of Redraw Notes and any increase or reduction in the Stated Amount of any Redraw Notes expected on that Distribution Date) the aggregate Stated Amount of all Redraw Notes will exceed on that Distribution Date $2,000,000 or such other amount from time to time determined by the Manager and notified to the Trustee (and in respect of which the Manager has issued a Ratings Affirmation Notice); and

(ii) the Manager issues a Ratings Affirmation Notice in relation to the proposed issue of Redraw Notes.

In relation to a Determination Date the "**Redraw Note Amount**" is the proceeds (if any) received by the Trustee from any issue of Redraw Notes during the period from (but excluding) the preceding Determination Date to (and including) that Determination Date.

(b) Repayment of Principal on Redraw Notes

The Trustee, at the direction of the Manager, must apply the amount allocated from Total Principal Collections described in Section 7.5.3(b) on each Distribution Date towards repayment of the Stated Amounts of the Redraw Notes in the order of their issue (pari passu and rateably amongst such Redraw Notes), until these are reduced to zero, such that a Redraw Note does not receive a principal repayment until the Stated Amounts of all earlier issued Redraw Notes have been reduced to zero.

7.5.6 Defaulted Amounts

The Defaulted Amount (if any) for a Monthly Period is the aggregate principal amounts outstanding in respect of Housing Loans which have been written off as uncollectible by the Servicer during the Monthly Period in accordance with the Servicing Standards. The Defaulted Amount is therefore the shortfall remaining between the sale and other realisation proceeds and the balance outstanding in respect of the relevant Housing Loans after payment of any amount due under the relevant Mortgage Insurance Policies.

The Defaulted Amount is satisfied, to the extent possible, out of Total Investor Revenues for that period in the manner explained in Section 7.4.6 and from Excess Revenue Reserve Draw Defaulted Amount in the manner explained in Section 7.5.2. If there are insufficient Total Investor Revenues and insufficient Excess Revenue Reserve Draw Defaulted Amount to satisfy all of the Defaulted Amounts, the Charge-Off provisions explained in Section 7.6 will apply.

7.5.7 No payment in excess of Stated Amounts

No amount of principal will be repaid to a Noteholder in excess of the Stated Amounts applicable to the Notes held by that Noteholder other than in accordance with the Security Trust Deed (see Section 9.4.4) or, the Note 10% Call Option.

7.5.8 Serial Paydown Triggers

The Serial Paydown Triggers have occurred if on a Determination Date:

(a) the Clean-Up Date has not occurred and will not occur on the following Distribution Date;

(b) the amount equal to the aggregate Stated Amount of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on that Determination Date when expressed as a percentage of the aggregate Stated Amount of the Notes on that Determination Date is at least double the amount equal to the aggregate Stated Amount of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on the Closing Date when expressed as a percentage of the aggregate Stated Amount of all the Notes on the Closing Date;

(c) the 3 Month Arrears Ratio is not greater than 4% as at that Determination Date;

(d) there are no Charge-Offs in respect of any of the Notes remaining unreimbursed as at that Determination Date; and

(e) the Determination Date falls on a date which is on or after the second anniversary of the Closing Date,

and otherwise the Serial Paydown Triggers have not occurred.

7.6 Charge-Offs

7.6.1 What is meant by a Charge-Off

In the circumstances described in Section 7.6.2, a Defaulted Amount (to the extent not able to be recovered from Total Investor Revenues) will be absorbed by:

(a) first, reducing on a pari passu and rateable basis the Stated Amount in respect of the Class E Notes until the Stated Amount of the Class E Notes is zero;

(b) then reducing on a pari passu and rateable basis the Stated Amount in respect of the Class D Notes until the Stated Amount of the Class D Notes is zero;

(c) then reducing on a pari passu and rateable basis the Stated Amount in respect of the Class C Notes until the Stated Amount of the Class C Notes is zero;

(d) then reducing on a pari passu and rateable basis the Stated Amount in respect of the Class B Notes until the Stated Amount of the Class B Notes is zero;

(e) then reducing on a pari passu and rateable basis the Stated Amount of the Class AB Notes until the Stated Amount of the Class AB Notes is zero; and

(f) finally reducing on a pari passu and rateable basis the Stated Amount of the Class A Notes (pari passu and rateably between the Class A Notes), the Class A-R Notes (pari passu and rateably between the Class A-R Notes) and the Redraw Notes (pari passu and rateably between the Redraw Notes) in the manner described in Section 7.6.2.

Reduction of a Stated Amount in respect of any of the Notes is called a "**Charge-Off**".

7.6.2 Defaulted Amount Insufficiency

If Total Investor Revenues for a Monthly Period are insufficient to meet all of the Defaulted Amount for that Monthly Period as described in Section 7.5.6, then the amount of the insufficiency (the "**Defaulted Amount Insufficiency**") will be allocated to produce the following Charge-Offs:

(a) the insufficiency will be charged off against the Class E Notes so as to reduce the Stated Amount of the Class E Notes, until the Stated Amount of the Class E Notes is reduced to zero

(b) if the insufficiency is not fully taken into account by a Charge-Off against Class E Notes (because the Stated Amount of the Class E Notes has been reduced to zero), the insufficiency is first charged off against the Class D Notes so as to reduce the Stated Amount of the Class D Notes, until the Stated Amount of the Class D Notes is reduced to zero;

(c) if the insufficiency is not fully taken into account by a Charge-Off against the Class E Notes and the Class D Notes (because the Stated Amount of the Class E Notes and the Class D Notes has been reduced to zero), the insufficiency will be charged off against the Stated Amount of the Class C Notes so as to reduce the Stated Amount of the Class C Notes, until the Stated Amount of the Class C Notes is reduced to zero;

(d) if the insufficiency is not fully taken into account by a Charge-Off against the Class E Notes, the Class D Notes and the Class C Notes (because the Stated Amount of the Class E Notes, the Class D Notes and the Class C Notes has been reduced to zero), the insufficiency will be charged off against the Stated Amount of the Class B Notes so as to reduce the Stated Amount of the Class B Notes, until the Stated Amount of the Class B Notes is reduced to zero;

(e) if the insufficiency is not fully taken into account by a Charge-Off against the Class E Notes, the Class D Notes, the Class C Notes and the Class B Notes (because the Stated Amount of the Class E Notes, the Class D Notes, the Class C Notes and the Class B Notes has been reduced to zero), the insufficiency will be charged off against the Stated Amount of the Class AB Notes so as to reduce the Stated Amount of the Class AB Notes, until the Stated Amount of the Class AB Notes is reduced to zero; and

(f) if the insufficiency is not fully taken into account by a Charge-Off against the Class E Notes, the Class D Notes, the Class C Notes, the Class B Notes and the Class AB Notes (because the Stated Amount of the Class E Notes, the Class D Notes, the Class C Notes, the Class B Notes and the Class AB Notes has been reduced to zero), the remaining insufficiency will be charged off pari passu and rateably against the Stated Amount of the Class A Notes (pari passu and rateably between the Class A Notes based on their Stated Amounts), the Class A-R Notes (pari passu and rateably between the Class A-R Notes based on their Stated Amounts) and the Redraw Notes (pari passu and rateably between the Redraw Notes based on their Stated Amounts).

7.6.3 Reimbursements of Charge-Offs

Charge-Offs may be reimbursed from Total Investor Revenues in the manner explained in Section 7.4.6.

A reimbursement of a Charge-Off will increase the Stated Amount of the relevant Notes by the amount allocated from Total Investor Revenues on a Distribution Date in the following order of priority:

(a) first, pari passu and rateably:

(i) to the reduction of the Charge-Offs in respect of the Class A Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero;

(ii) to the reduction of the Charge-Offs in respect of the Class A-R Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero; and

(iii) to the reduction of the Charge-Offs in respect of the Redraw Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero;

(b) next, to the reduction of the Charge-Offs in respect of the Class AB Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero;

(c) next, to the reduction of the Charge-Offs in respect of the Class B Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero;

(d) next, to the reduction of the Charge-Offs in respect of the Class C Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero;

(e) next, to the reduction of the Charge-Offs in respect of the Class D Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero; and

(f) next, to the reduction of the Charge-Offs in respect of the Class E Notes remaining unreimbursed from all prior Distribution Dates, pari passu and rateably between them, until these are reduced to zero.

7.7 Calculations and Directions

The calculations referred to in this Section 7 will be made by the Manager and provided to the Trustee on each Determination Date (based where necessary on information provided by the Servicer) in respect of the Monthly Period just ended. The Manager must also direct the Trustee to make all necessary payments on the following Distribution Date. The Trustee is entitled to conclusively rely on the Manager's calculations and directions and is under no obligation to check their accuracy. The Trustee is not responsible or liable for any inaccuracy in these calculations and directions. Arrangements for notification of pool performance data are explained in Section 4.5.

7.8 Drawings under Liquidity Facility Agreement and application of Cash Deposit

On each Determination Date, the Manager must determine whether a Net Liquidity Shortfall has occurred in respect of the immediately preceding Monthly Period. If the Manager determines on a Determination Date that such a Net Liquidity Shortfall has occurred:

(a) where that Determination Date occurs other than during a Cash Deposit Period, the Manager must request an advance under the Liquidity Facility equal to the lesser of the Net Liquidity Shortfall and the amount which is available for drawing under the Liquidity Facility; or

(b) where that Determination Date occurs during a Cash Deposit Period, the Manager must direct the Trustee to apply from the Cash Deposit Account an amount equal to the lesser of the Net Liquidity Shortfall and the Cash Deposit in accordance with the Liquidity Facility Agreement.

7.9 Interest on Cash Deposit Account

On each Determination Date the Manager will determine the amount (if any) that has been received in the immediately preceding Monthly Period in respect of interest that has been earned on that balance of the Collections Account which is referable to the Cash Deposit Account (as defined in the Liquidity Facility Agreement) and must direct the Trustee to pay such amount on the next Distribution Date to the Liquidity Facility Provider.

7.10 Excess Revenue Reserve, Excess Revenue Reserve Draw Total Expenses and Excess Revenue Reserve Draw Defaulted Amount

(a) The Manager will maintain an Excess Revenue Reserve as a ledger account of the Collection Accounts by recording all increases and decreases to the balance of the Excess Revenue Reserve.

(b) The Excess Revenue Reserve will be:

(i) increased by any deposit to the Excess Revenue Reserve pursuant to Section 7.4.6(o); and

(ii) decreased by any withdrawal from the Excess Revenue Reserve as contemplated by this Section 7.10.

(c) The Manager must direct the Trustee to withdraw amounts from the Excess Revenue Reserve in the following circumstances:

(i) to meet an Excess Revenue Reserve Draw Total Expenses as described in Section 7.4.2;

(ii) to meet an Excess Revenue Reserve Draw Defaulted Amount as described in Section 7.5.2;

(iii) to pay the balance of the Excess Revenue Reserve to the Income Unitholder on the earlier of:

(A) the Maturity Date; or

(B) the date on which the Invested Amount of the Notes has been reduced to zero; or

(iv) to the extent the balance of the Excess Revenue Reserve exceeds the Excess Revenue Reserve Target Balance from time to time, to pay that excess amount to the Income Unitholder.

7.11 Extraordinary Expense Reserve

(a) The Manager will maintain the Extraordinary Expense Reserve as a ledger account of the Collections Account by recording all increases and decreases to the Extraordinary Expense Reserve and the then balance of the Extraordinary Expense Reserve.

(b) The Extraordinary Expense Reserve will be:

(i) increased by any deposit to the Extraordinary Expense Reserve pursuant to Section 7.4.6(p) or this Section 7.11; and

(ii) decreased by any withdrawals from the Extraordinary Expense Reserve in accordance with this Section 7.11.

(c) It is acknowledged that:

(i) the Extraordinary Expense Reserve Provider must deposit (out of its own funds) an amount equal to the Extraordinary Expense Reserve Required Balance on the Closing Date into the Extraordinary Expense Reserve;

(ii) such deposit shall constitute an interest bearing loan from the Extraordinary Expense Reserve Provider to the Trustee ("**Extraordinary Expense Reserve Loan**");

(iii) the interest on the Extraordinary Expense Reserve Loan shall equal the interest credited to the Extraordinary Expense Reserve from time to time and the Trustee shall (at the direction of the Manager) withdraw and pay such interest from the Extraordinary Expense Reserve to the Extraordinary Expense Reserve Provider on the Distribution Date immediately following such interest being credited; and

(iv) subject to Section 7.11(g), the Extraordinary Expense Reserve Loan is only repayable by the Trustee to the Extraordinary Expense Reserve Provider after all Notes have been redeemed in full.

(d) On each Determination Date the Manager will determine the amount (if any) that has been received in the immediately preceding Monthly Period in respect of interest that has been earned on that balance of the Collections Account which is referable to the Extraordinary

Expense Reserve and must direct the Trustee to pay such amount on the next Distribution Date to the Extraordinary Expense Reserve Provider.

(e) If, on any Determination Date, the Manager determines that there are Extraordinary Expenses in respect of the immediately preceding Monthly Period, then the Manager, on behalf of the Trustee, must make a drawing from the Extraordinary Expense Reserve of an amount equal to the lesser of:

(i) the amount of such Extraordinary Expenses on that Determination Date; and

(ii) the balance of Extraordinary Expense Reserve on that Determination Date,

and apply such amount towards Total Investor Revenues ("**Extraordinary Expense Reserve Draw**").

(f) Amounts will only be released from the Extraordinary Expense Reserve by the Manager (on behalf of the Trustee):

(i) on a Distribution Date for the purposes of making Extraordinary Expense Reserve Draws in accordance with Section 7.11(e); and

(ii) on the Distribution Date on which all Notes are to be redeemed in full, by releasing the balance of the Extraordinary Expense Reserve, after any Extraordinary Expense Reserve Draw has been made in accordance with Section 7.11(e), from the Extraordinary Expense Reserve and paying that balance to the Extraordinary Expense Reserve Provider in repayment of the Extraordinary Expense Reserve Loan.

(g) On the occurrence of an Event of Default and the enforcement of the Charge, the balance of the Extraordinary Expense Reserve will not be available for distribution in accordance with Section 9.4.4, but will be applied in repayment of the Extraordinary Expense Reserve Loan.

(h) Amounts in the Extraordinary Expense Reserve may only be applied in accordance with this Section 7.11.

8. THE MORTGAGE INSURANCE POLICIES

8.1 General

Approximately 24.91% (by loan balance of a pool of Housing Loans as at the Cut-Off Date as set out in Annexure 1) will be insured as at the Closing Date by one of the following Mortgage Insurers under a Mortgage Insurance Policy:

(a) QBE Lenders' Mortgage Insurance Limited (formerly PMI Mortgage Insurance Limited) ("**QBE LMI"**) to BEN; and

(b) Genworth Financial Mortgage Insurance Company Pty Ltd ("**Genworth**") to BEN.

Such Housing Loans will be insured under an existing Mortgage Insurance Policy issued to BEN. With effect from the Closing Date (or, if later, the date of the relevant Mortgage Insurance Policy), BEN, will assign to the Trustee its entire right, title and interest in each existing Mortgage Insurance Policy relating to a Housing Loan. In the case of BEN such assignment will be in equity and so the insured on record under the assigned Mortgage Insurance Policies will remain BEN. Only if a relevant Perfection of Title Event occurs may the Trustee perfect its interest in the relevant Mortgage Insurance Policies (for further details, see Section 10.2.1).

The relevant Mortgage Insurers have consented or will consent to the assignment of the Mortgage Insurance Policies under which the Housing Loans are insured to the Trustee and holding of the Mortgage Insurance Policies under which the Housing Loans are insured for the Trustee, as referred to above.

Any amounts paid by the Mortgage Insurers under the assigned Mortgage Insurance Policies will, whilst the Trustee's interest is equitable, be received by BEN and must be applied by BEN (in its capacity as Servicer) in the manner described in Section 7.

Under the Series Supplement, BEN (in its capacity as Servicer) undertakes to comply with the obligations of the insured under the Mortgage Insurance Policies (if any) in respect of each Housing Loan.

If the Trustee's interest in a Housing Loan is extinguished as a result of a breach of BEN's representations and warranties in relation to the Housing Loan being discovered within the relevant Prescribed Period (see Section 6.2.5), on or following the termination of the Series Trust (see Section 10.6.3) or following exercise by BEN of the Clean-Up Offer (see Section 6.5.10), then BEN will be entitled to the benefit of the Mortgage Insurance Policy (if any) under which that Housing Loan is insured.

The remainder of this Section 8 contains a summary of some of the provisions of the Mortgage Insurance Policies as at the date of this Information Memorandum. The terms of the Mortgage Insurance Policies may vary in the future from those described below.

8.2 QBE LMI Master Policy - BEN

Some Housing Loans have been insured under Mortgage Insurance Policies provided by QBE LMI. BEN has entered into different master policies with QBE LMI over the years. The terms of each QBE LMI Mortgage Insurance Policy are not identical.

The following is a general description of the QBE LMI Mortgage Insurance Policies. The terms of these policies may change in the future.

Period of Cover

The insured is covered under the Master Policy until one of the following events:

(a) repayment in full of the Housing Loan;

(b) the expiry date noted in the advice to the Master Policy, however if before 14 days after the expiry date of the policy notice is given of default under the Housing Loan, the policy will continue solely for the purpose of a claim on that default;

(c) the date of payment of a claim for loss under the policy; or

(d) cancellation of the policy in accordance with the Insurance Contracts Act 1984.

Protection of insured right's and protection of the mortgaged property

During the term of the Master Policy the insured must:

(a) take action to recover the loan amount;

(b) not allow a security interest to be taken over the mortgaged premises with priority over the insured's mortgage without prior written permission;

(c) ensure all the terms of the mortgage and all collateral securities continue to be enforceable and none can be discharged without the prior written consent of QBE LMI;

(d) at any time if the insured becomes aware that the mortgaged property is defective, damaged or is vacated or contaminated the insured must notify QBE LMI;

(e) ensure that a general property insurance over the mortgaged property is maintained;

(f) if the mortgaged property becomes damaged, do all things reasonably necessary to restore the property but no costs of restoration are covered by the Master Policy if so required by QBE LMI;

(g) ensure that the terms of each mortgage require that the property be kept in good condition, not have anything done to it that may lower its value, inform the insured of any damage that occurs and comply with all laws, requirements and notices of authorities; and

(h) ensure that any infestation, contamination or pollution has been removed and the property restored to its original condition, the cost of such removal and restoration is not insured under the Master Policy.

Making of Claims under the Master Policy

The insured must submit a claim for loss providing all documents and information reasonably required by QBE LMI within 30 days of:

(a) settlement of the sale of the corresponding mortgaged property;

(b) notification by QBE LMI to submit a claim for loss; or

(c) when the mortgagee under a prior mortgage has completed the sale of the mortgaged property.

Calculation of claim

The loss amount claimed by the insured is calculated as an aggregate of the following:

(a) the balance of the loan account at the settlement date;

(b) interest on the balance of the loan account:

  (i) for any period up to the settlement date to a maximum of 18 months after the date of the first default that has not been corrected; and

  (ii) from the settlement date to the date of the claim to a maximum of 30 days; and

(c) the costs incurred on the sale of the mortgaged property including:

(i) the costs properly incurred for insurance premiums, rates, strata levies, land tax and other statutory charges on the mortgaged property;

(ii) reasonable and necessary legal fees and disbursements incurred in enforcing or protecting rights under the insured mortgage up to a maximum amount of $20,000;

(iii) reasonable costs for the sale of the mortgaged property, limited to agent's commission, advertising costs, valuation costs and property presenter's fees;

(iv) reasonable and necessary costs for maintaining (but not restoring) the mortgaged property up to $5,000 or more with QBE LMI's consent;

(v) any GST incurred by the insured on the sale or transfer of the mortgaged property to a third party in or towards the satisfaction of any debt that the borrower owes the insured under the loan account, and any GST which the insured properly incurred in respect of any of the costs, fees, disbursements or commissions specifically identified under the policy; and

(vi) any amounts applied by the insured, with the prior written consent of QBE LMI, to discharge a security interest having priority over the mortgage,

less the following reductions:

(d) the gross proceeds of the sale of the mortgaged property;

(e) the following amounts to the extent they have not already been applied to the credit of the loan account:

(i) compensation received for any part of the mortgaged property or any collateral security that has been resumed or compulsorily acquired;

(ii) all rents collected and other profits received relative to the mortgaged property or collateral security;

(iii) any sums received from insurance policies relating to the mortgaged property not applied to restoration of the mortgaged property following damage or destruction;

(iv) all amounts recovered from the exercise of the rights of the insured relating to any collateral security;

(v) any other amount received relating to the insured mortgage or collateral security including any amounts received from the borrower, any guarantor or prior mortgagee;

(vi) any amount incurred by the insured in respect of GST relating to the mortgaged property or any collateral security to the extent to which the insured is entitled to claim an input tax credit.

Amounts owed to the insured for the purposes of paragraphs (a) to (e) of the above calculations do not include the following amounts:

(a) interest charged in advance;

(b) default rate interest;

(c) any higher interest rate payable because of failure to make prompt payment;

(d) fines, fees or charges debited to the loan account;

(e) loss arising from any funds advanced to a borrower who was not a citizen or permanent resident of either Australia or New Zealand;

(f) any loss whether directly or indirectly caused by a fraudulent act, error, omission or statement by any person other than the borrower;

(g) insurance premiums, rates, strata levies and land tax or other statutory charges which were due before the initial loan advance;

(h) early repayment fees;

(i) break funding costs;

(j) costs of restoration following damage to or destruction of the mortgaged property;

(k) costs of removal, clean up and restoration arising from contamination, infestation or pollution of the mortgaged property;

(l) additional funds advanced to the borrower without QBE LMI's written consent;

(m) amounts paid by the insured in addition to the loan amount to complete improvements;

(n) cost overruns;

(o) any loss due to the creation of any lease, licence, easement, restriction or other notification affecting the mortgaged property with or without the written approval of QBE LMI;

(p) any increase or acceleration of the borrower's payment obligation under any mortgage in priority to the insured mortgage without the written approval of QBE LMI;

(q) any loss due to the insured's false or misleading statement, assurance or representation to the borrower or any guarantor;

(r) any civil or criminal penalties imposed under legislation including the National Credit Code;

(s) any order reducing, discharging, varying or postponing the borrower's liability under the loan account or mortgage.

8.3 Genworth Master Policy - BEN

The Mortgage Insurance Policies provided by Genworth are documented under a master policy. Different master policies have been issued over the years and their terms are not identical.

The following is a general description of the Genworth Mortgage Insurance Policies.

Period of Cover

The insured has the benefit of the Master Policy in respect of each Housing Loan insured under it generally from the date the premium is paid, with respect to the Housing Loans, until the earliest of:

(a) the date the Housing Loan or the mortgage securing the Housing Loan is assigned, transferred or mortgaged to a person other than to a person who is or becomes an "Insured", i.e. a person who is entitled to the benefit of the policy;

(b) the date the Housing Loan is repaid in full;

(c) the date the Housing Loan ceases to be secured by the mortgage (other than in the case where the mortgage is discharged by the operation of a compulsory acquisition or sale by a government entity for public purposes);

(d) the expiry date as set out in the certificate of insurance issued by the Mortgage Insurer in relation to the Housing Loan or as extended with the consent of Genworth or as varied by a court under the National Credit Code; or

(e) the date the individual policy is cancelled in accordance with the master policy, the individual policy or the Insurance Contracts Act 1984.

Cover for Losses

If the loss date occurs in respect of a Housing Loan insured under the Master Policy, Genworth will pay to the insured the loss in respect of that Housing Loan.

A loss date means:

(a) if a default occurs under the insured loan and the mortgaged property is sold pursuant to enforcement proceedings, the date on which the sale is completed;

(b) if a default occurs under the insured loan and the insured or a prior approved mortgagee becomes the absolute owner by foreclosure of the mortgaged property, the date on which this occurs;

(c) the mortgagor sells the mortgaged property with the prior approval of the insured and Genworth, the date on which the sale is completed;

(d) if the mortgaged property is compulsorily acquired or sold by a government for public purposes and there is a default under the Housing Loan (or where the mortgage has been discharged by way of operation of the compulsory acquisition or sale and there is a default in repayment of the Housing Loan which would have been a default but for the occurrence of that event), the latter of the date of the completion of the acquisition or sale or 28 days after the date of the default; or

(e) where Genworth determines to purchase the mortgage, the mortgage purchase date as applicable.

A "default" in respect of an insured Housing Loan means any event which triggers the insured's power of sale in relation to the mortgaged property.

Calculation of Loss

The loss payable by Genworth to the insured in respect of an insured Housing Loan is the amount outstanding, less the deductions referred to below.

The amount outstanding under a Housing Loan is the aggregate of the following:

(a) the principal amount outstanding together with any interest, fees or charges outstanding as at the loss date;

(b) fees, rates, taxes, levies and charges paid or incurred by the insured; and

(c) other amounts, including fines or penalties, approved by Genworth.

Deductions means:

(a) where the mortgaged property is sold, the sale price, or where the mortgaged property is compulsorily acquired, the amount of compensation, less, in either case, any amount required to discharge any approved prior mortgage;

(b) where foreclosure action occurs, the value of the insured's interest in the mortgaged property, including the interest of any unapproved prior mortgagee;

(c) any amount received by the insured under any collateral security;

(d) any amounts paid to the insured by way of rents, profits or proceeds in relation to the mortgaged property or any collateral security or under any insurance policy in relation to the mortgaged property and not applied in restoration;

(e) the reduction in the value of the property due to physical damage (other than wear and tear) to, or contamination of, the mortgaged property as determined by an approved valuer nominated by Genworth;

(f) any fees or charges other than:

(i) insurance premiums, interest, rates, taxes and other statutory charges, levies and charges payable to a body corporate under the Australian strata titles system;

(ii) reasonable and necessary legal and other fees and disbursements of enforcing or protecting the rights of the Insured under the Housing Loan, up to a maximum of $10,000, unless otherwise approved in writing by Genworth;

(iii) repair, maintenance and protection of the mortgaged property, up to a maximum amount of $3,000, unless otherwise approved in writing by Genworth;

(iv) reasonable costs of the sale of the mortgaged property up to a maximum amount of $2,000 plus the lesser of 3% of the sale price and $25,000; and

(g) any amounts by which a claim may be reduced under the Master Policy.

Genworth may also reduce its liability or cancel the Master Policy, in relation to a particular Housing Loan, if the insured has failed to comply with other obligations under the Master Policy.

Exclusions

The Master Policy does not cover any loss arising from:

(a) any war or warlike activities;

(b) the use, existence or escape of nuclear weapons, nuclear contamination;

(c) the contamination of the mortgaged property;

(d) terrorism or terrorist activities;

(e) riot or civil commotion;

(f) termites or other insects or vermin;

(g) any injury, damage, destruction, deterioration of any kind to the mortgaged property other than fair wear and tear;

(h) the fact that the mortgage is unenforceable in accordance with its terms;

(i) the failure, malfunction or inadequacy of any computer hardware or software not belonging to Genworth;

(j) any amount of GST, fine, penalty or charge for which the insured is or becomes liable because of a failure to disclose or a misstatement made by anyone in relation the insured's entitlement to an input tax credit; and

(k) any failure of the Housing Loan, mortgagor guarantee or collateral security to comply with the National Credit Code.

Submissions and Payment of Claims

A claim for loss in respect of a Housing Loan must be lodged within 30 days after the loss date unless otherwise agreed by Genworth.

8.4 The Mortgage Insurers

QBE Lenders' Mortgage Insurance Limited

QBE Lenders' Mortgage Insurance Limited (ABN 70 000 511 071) is an Australian public company registered in New South Wales and limited by shares. QBE Lenders' Mortgage Insurance Limited's principal activity is lenders' mortgage insurance which it has provided in Australia since 1965.

QBE Lenders' Mortgage Insurance Limited's parent is QBE Holdings (AAP) Pty Ltd, a subsidiary of the ultimate parent company, QBE Insurance Group Limited ("**QBE Group**"). QBE Group is an Australian-based public company listed on the Australian Securities Exchange. QBE Group is recognised as Australia's largest international general insurance and reinsurance company with operations in more than 31 countries around the world, and is one of the top 20 global general insurers and reinsurers as measured by net earned premium.

As of 31 December 2018, the audited financial statements of QBE Lenders' Mortgage Insurance Limited had total assets of A$1,832 million and shareholder's equity of A$942 million.

The business address of QBE Lenders' Mortgage Insurance Limited is Level 5, 2 Park Street, Sydney, New South Wales, Australia, 2000.

Genworth Financial Mortgage Insurance Pty Ltd

Genworth Financial Mortgage Insurance Pty Limited ACN 106 974 305 ("**Genworth**") is a proprietary company registered in Victoria and limited by shares. Genworth's principal activity is the provision of lenders mortgage insurance which it, and predecessor businesses, have provided in Australia since 1965.

Genworth's ultimate Australian parent company is Genworth Mortgage Insurance Australia Limited ACN 154 890 730, which is a public company listed on the Australian Securities Exchange and registered in Victoria.

The business address of Genworth is Level 26, 101 Miller Street, North Sydney, New South Wales, 2060, Australia.

9. SUPPORT FACILITIES AND SECURITY TRUST DEED

9.1 The Interest Rate Swaps

9.1.1 Interest Rate Mismatch between Housing Loans and Floating Rate Notes

The Trustee may receive interest on the Housing Loans with 2 different types of interest rate. These are:

(a) the variable administered rate applicable to the Housing Loans; and

(b) a fixed rate where the borrower has elected this.

This will result in an interest rate mismatch between the floating Interest Rate payable on the Floating Rate Notes on the one hand and the rate of interest earned on the Housing Loans on the other hand.

In order to eliminate the mismatch, on the Closing Date, the Trustee and the Manager will enter into a basis swap (the "**Basis Swap**") and a fixed rate swap (the "**Fixed Rate Swap**") with a Hedge Provider.

The Basis Swap will apply in respect of any Housing Loan charged a variable rate of interest as at its Closing Date or which converts from a fixed rate to a variable rate after that Closing Date.

The Fixed Rate Swap will apply in respect of any Housing Loan charged a fixed rate of interest as at its Closing Date or which converts from a variable rate to a fixed rate of interest after that Closing Date.

The Fixed Rate Swap and the Basis Swap will each be governed by the terms of a Hedge Agreement entered into by the Manager, the Trustee, the Standby Swap Provider and the Hedge Provider. The initial Hedge Provider under the Fixed Rate Swap and the Basis Swap will be BEN.

The Standby Swap Provider under the Hedge Agreement will be NAB who, in certain circumstances (see Section 9.1.5), may also become the Hedge Provider in respect of the Fixed Rate Swap.

9.1.2 The Basis Swap

The Hedge Provider will provide the Basis Swap to the Trustee to enable the Trustee to hedge the interest rate mismatch between the interest rates being charged on the Housing Loans at a variable rate on the one hand and the floating Interest Rate payable on the Notes on the other hand.

Under the Basis Swap, the Trustee will pay to the Hedge Provider in respect of the relevant Calculation Period the Variable Finance Charges.

The Variable Finance Charges for a Calculation Period are the aggregate of the following amounts for the Monthly Period immediately preceding the calendar month in which that Calculation Period ends in respect of Housing Loans charged interest at a variable rate during all or any relevant part of that Monthly Period:

(a) all debit entries referred to in sub-paragraph (a)(i) of Section 7.3.2 but only to the extent that these relate to interest on the relevant Housing Loan (and adjusted if applicable as described in sub-paragraph (a)(iv) of Section 7.3.2); and

(b) all amounts referred to in paragraphs (c) and (d) of Section 7.3.2.

The Hedge Provider will in turn pay to the Trustee in respect of the relevant Calculation Period an amount calculated by reference to the Bank Bill Rate plus a margin based on the principal amount outstanding on the Housing Loans (excluding those being charged a fixed rate) as at the beginning of the relevant Monthly Period. The margin over the Bank Bill Rate payable by the Hedge Provider is equal to the aggregate of the weighted average margin payable on the Notes, Redraw Notes and Redraw Facility on the relevant Distribution Date plus a percentage, fixed for the life of the Basis Swap and determined at the time the Basis Swap is entered into.

If the credit ratings of the Hedge Provider are less than either:

(a) the S&P Uncollateralised Counterparty Rating; or

(b) the Minimum Fitch Uncollateralised Counterparty Rating.

(the "**Prescribed Ratings**"), and if the weighted average of the variable rates charged on the Housing Loans is less than the Threshold Mortgage Rate, the Hedge Provider must prepay its obligations under the Basis Swap to the Trustee on a monthly basis by depositing into an account with an eligible bank an amount determined by reference to the difference between the current variable rate and the Threshold Mortgage Rate, or adjust the variable rates charged on the Housing Loans in order to avoid such a prepayment on the Basis Swap. To the extent that the aggregate amount of prepayments is in excess of the amount required, the Trustee must pay the excess to the Hedge Provider.

9.1.3 Fixed Rate Swap

The Hedge Provider will provide the Fixed Rate Swap to the Trustee to enable the Trustee to hedge the interest rate mismatch between the interest rates being charged on Housing Loans at a fixed rate on the one hand and the floating Interest Rate payable on the Floating Rate Notes on the other hand.

Under the Fixed Rate Swap, the Trustee will pay to the Hedge Provider in respect of the relevant Calculation Period the Fixed Rate Finance Charges for that Calculation Period.

The Fixed Rate Finance Charges for a Calculation Period are the aggregate of the following amounts for the Monthly Period immediately preceding the calendar month in which that Calculation Period ends in respect of Housing Loans charged interest at a fixed rate during all or any relevant part of that Monthly Period:

(a) all debit entries referred to in sub-paragraph (a)(i) of Section 7.3.2 but only to the extent that these relate to interest on the relevant Housing Loan (and adjusted if applicable as described in sub-paragraph (a)(iv) of Section 7.3.2); and

(b) all amounts referred to in paragraphs (c), (d) and (g) of Section 7.3.2,

plus the Mortgagor Break Costs.

The Hedge Provider will in turn pay to the Trustee in respect of the relevant Calculation Period an amount calculated by reference to the Bank Bill Rate plus a margin and based on the principal amount outstanding on the fixed rate Housing Loans as at the beginning of the relevant Monthly Period. The margin over the Bank Bill Rate payable by the Hedge Provider is equal to the aggregate of the weighted average margin payable on the Notes, Redraw Notes and the Redraw Facility on the relevant Distribution Date plus a percentage, fixed for the life of the Fixed Rate Swap and determined at the time the Fixed Rate Swap is entered into.

9.1.4 Downgrade of Hedge Provider

If the Hedge Provider of the Fixed Rate Swap does not have the relevant credit ratings (as designated in the Hedge Agreement) from S&P or Fitch and the standby swap arrangement (see Section 9.1.5 below) terminates, the Hedge Provider, at its cost, must take certain action within certain timeframes specified in the Hedge Agreement.

This action may include one or more of the following:

(a) lodging collateral as determined under the Hedge Agreement;

(b) novating all its rights and obligations under the Fixed Rate Swap to an eligible replacement counterparty which holds the relevant ratings from S&P and/or Fitch (as applicable);

(c) arranging for the provision of a guarantee from a person who holds the relevant ratings from S&P and/or Fitch (as applicable) in relation to all of the Hedge Provider's obligations under the Fixed Rate Swap; or

(d) entering into such other arrangements in relation to the Fixed Rate Swap in respect of which the Manager issues a Ratings Affirmation Notice.

If the Hedge Provider lodges collateral with the Trustee, any interest or income on that collateral will be paid to the Hedge Provider. Any collateral lodged by the Hedge Provider with the Trustee will not form part of the Assets of the Series Trust, except to the extent the collateral is available to the Trustee under the terms of the Hedge Agreement, and will not be available to Voting Secured Creditors upon enforcement of the Charge under the Security Trust Deed.

9.1.5 Standby Swap Provider for Fixed Rate Swap

In the event of a payment default by BEN as the Hedge Provider in respect of the Fixed Rate Swap, the Standby Swap Provider will pay the defaulted amount to the Trustee on the due date for such payment, in which case such failure will not give rise to an event of default under the Fixed Rate Swap. BEN under the Fixed Rate Swap is required to reimburse the Standby Swap Provider for that payment. If BEN fails to make that payment or otherwise fails to make a payment of collateral to the Standby Swap Provider as required under the Hedge Agreement, the rights and obligations of BEN as Hedge Provider under the Fixed Rate Swap will be automatically novated to the Standby Swap Provider who from that date (the "**Novation Date**") will become the Hedge Provider under the Fixed Rate Swap.

The standby swap arrangements will cease to have effect from the earlier of the Novation Date, the date BEN as the Hedge Provider is assigned credit ratings at least equal to the relevant credit ratings as are prescribed in the Hedge Agreement, the date upon which all the Notes are redeemed in full and the date upon which the Fixed Rate Swap is terminated.

If the Standby Swap Provider does not have the relevant credit ratings (as designated in the Hedge Agreement) from S&P or Fitch, the Standby Swap Provider must, at its cost, take certain action within certain timeframes specified in the Hedge Agreement.

This action may include one or more of the following:

(a) lodging collateral as determined under the Hedge Agreement;

(b) novating all its rights and obligations under the Fixed Rate Swap to an eligible replacement counterparty which holds the relevant ratings from S&P and/or Fitch (as applicable);

(c) arranging for the provision of a guarantee from a person who holds the relevant ratings from S&P and/or Fitch (as applicable) in relation to all of the Standby Swap Provider's obligations under the Fixed Rate Swap; or

(d) entering into such other arrangements in relation to the Fixed Rate Swap in respect of which the Manager issues a Ratings Affirmation Notice.

If the Standby Swap Provider lodges collateral with the Trustee, any interest or income on that collateral will be paid to the Standby Swap Provider. Any collateral lodged by the Standby Swap Provider with the Trustee will not form part of the Assets of the Series Trust, except to the extent the collateral is available to the Trustee under the terms of the Hedge Agreement, and will not be available to Voting Secured Creditors upon enforcement of the Charge under the Security Trust Deed.

9.1.6 Early Termination

The Hedge Provider or the Trustee may only terminate the Basis Swap or the Fixed Rate Swap in certain circumstances, including:

(a) certain insolvency related events occur with respect to the other party;

(b) if there is a payment default which continues for 10 days after notice by the non-defaulting party (except where BEN as the Hedge Provider is the defaulting party under the Fixed Rate Swap and the Standby Swap Provider has paid the Trustee the amount in respect of which the

default occurred on the due date for such payment and except for certain failures by the Hedge Provider to post collateral in accordance with the Hedge Agreement);

(c) the performance by the Hedge Provider or the Trustee of any obligations under the Hedge Agreement becomes illegal due to a change in law;

(d) in the case of the Trustee, a Hedge Provider or (in the case of the Fixed Rate Swap) the Standby Swap Provider fails to post collateral, make a prepayment or take any other action as is required under the Hedge Agreement following downgrading of its ratings by a Rating Agency and such failure continues unremedied after the relevant cure period;

(e) the Charge under the Security Trust Deed is enforced;

(f) if due to any action taken by a taxation authority or a change in tax law the party is required to gross-up payments on account of a non-resident withholding tax liability or receive payments from which amounts have been withheld or deducted on account of tax;

(g) if the other party 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 obligations of that party under the swap;

(h) in the case of the Trustee, the Hedge Provider fails to comply with its obligations under the Hedge Agreement (other than an obligation to make certain payments or deliveries) and such failure is not remedied on or before the 30th day after notice is given of such failure to the Hedge Provider; or

(i) in the case of the Trustee, the Hedge Provider (or any guarantor of the Hedge Provider) breaches a representation or warranty made by it in the Hedge Agreement in a material respect.

If the Trustee is not paid an amount owing to it by BEN (as Hedge Provider) under the Hedge Agreement within 10 days of its due date for payment this will result in a Perfection of Title Event (see Section 10.2.1).

9.1.7 Termination of Swaps

If not previously terminated, the Basis Swap and the Fixed Rate Swap terminates on the earlier of:

(a) the Maturity Date;

(b) the date that all of the Notes and Redraw Notes have been redeemed in full; and

(c) the Termination Date for the Series Trust.

On the termination of the Basis Swap or the Fixed Rate Swap on or prior to its scheduled termination date, the Manager and the Trustee must endeavour to:

(a) in the case of the Basis Swap:

(i) within 3 Business Days, enter into a replacement swap on terms and with a counterparty in respect of which the Manager has notified the Rating Agencies;

(ii) ensure that the Servicer complies with its obligations following the termination of the Basis Swap to adjust, if necessary, the rates at which the interest offset benefits are calculated under the Interest Off-Set Accounts and, if applicable, the weighted average of the rates set by the Servicer on the variable rate Housing Loans (see Section 6.5.5); or

(iii) within 3 Business Days, enter into other arrangements in respect of which the Manager has issued a Ratings Affirmation Notice; and

(b) in the case of the Fixed Rate Swap:

(i) within 3 Business Days enter into a replacement swap on terms and with a counterparty in respect of which the Manager has notified the Rating Agencies; or

(ii) enter into some other arrangements in respect of which the Manager has issued a Ratings Affirmation Notice.

9.2 The Liquidity Facility

9.2.1 Purpose of the Liquidity Facility

The Liquidity Facility is provided by the Liquidity Facility Provider to the Trustee for the purposes of allowing the Trustee to fund Net Liquidity Shortfalls.

9.2.2 The Liquidity Facility Provider

The initial Liquidity Facility Provider will be BEN.

9.2.3 The Liquidity Facility Limit

The maximum liability of the Liquidity Facility Provider under the Liquidity Facility is an amount equal to the Liquidity Facility Limit, being an amount equal to the greater of:

(a) 0.85% of the aggregate principal outstanding under all Housing Loans on that day; and

(b) 0.085% of the aggregate principal outstanding under all Housing Loans on the Closing Date.

9.2.4 Utilisation of the Liquidity Facility

Following the occurrence of a Remaining Net Liquidity Shortfall (see Section **7.4.4**), an amount equal to the lesser of:

(a) the un-utilised portion of the Liquidity Facility Limit; and

(b) the Remaining Net Liquidity Shortfall,

may be available to be advanced or (in the circumstances described in Section 9.2.9) applied under the Liquidity Facility on each Distribution Date in or towards meeting that Remaining Net Liquidity Shortfall.

The amount drawn under the Liquidity Facility is referred to as an "**Applied Liquidity Amount**".

9.2.5 Interest and Fees

The duration that an Applied Liquidity Amount is outstanding is divided into interest periods. Interest accrues daily on each Applied Liquidity Amount advanced or applied under the Liquidity Facility at the Bank Bill Rate for that interest period plus a margin, calculated on days elapsed and a year of 365 days. Interest is payable on each Distribution Date in accordance with the Series Supplement (see Section 7.4.6).

A commitment fee accrues daily from the Closing Date and is calculated on the un-utilised portion of the Liquidity Facility Limit based on the number of days elapsed and a 365 day year. The commitment fee is payable monthly in arrears on each Distribution Date.

9.2.6 Repayment of Outstanding Advances

Each Applied Liquidity Amount outstanding on any Distribution Date is repayable on each Distribution Date in accordance with the Series Supplement (see Section 7.4.6). It is not an event of default under the Liquidity Facility if the Trustee does not have funds available to repay the Applied Liquidity Amounts

outstanding under the Liquidity Facility on a Distribution Date. If outstanding Applied Liquidity Amounts are not repaid in full on a Distribution Date, any unpaid amounts will be carried forward so that they are payable by the Trustee on each following Distribution Date to the extent that funds are available for this purpose under the Series Supplement (see Section 7.4.6), until such amounts are paid in full.

9.2.7 Events of Default

Each of the following is an event of default under the Liquidity Facility (whether or not caused by any reason whatsoever outside the control of the Trustee or any other person):

(a) the Trustee fails to pay any Advance or Applied Liquidity Amount or fails to pay any interest or fees due under the Liquidity Facility where funds are available for that purpose under the Series Supplement within 10 Business Days of the due date;

(b) the Trustee breaches its undertaking described in Section 9.2.10; or

(c) an event of default occurs under the Security Trust Deed (see Section 9.4.2) and action is taken to enforce the Security Trust Deed.

At any time after the occurrence of an event of default under the Liquidity Facility, the Liquidity Facility Provider may, by written notice to the Trustee, declare all advances, accrued interest and all other sums which have accrued due under the Liquidity Facility Agreement immediately due and payable and declare the Liquidity Facility terminated (in which case, the obligations of the Liquidity Facility Provider under the Liquidity Facility Agreement will immediately terminate).

9.2.8 Termination

The Liquidity Facility will terminate, and the Liquidity Facility Provider's obligation to make any advances will cease, on the earliest of the following to occur:

(a) the date which is 32 years after the date of the Liquidity Facility Agreement;

(b) the date on which the Notes have been redeemed in full in accordance with the Series Supplement;

(c) the date upon which the Liquidity Facility Limit is reduced to zero in accordance with the Liquidity Facility Agreement;

(d) the termination date appointed by the Liquidity Facility Provider if it becomes illegal or impossible for the Liquidity Facility Provider to maintain or give effect to its obligations under the Liquidity Facility Agreement as a result of a change of law or its interpretation;

(e) the date on which the Liquidity Facility Provider declares the Liquidity Facility terminated following an event of default under the Liquidity Facility; and

(f) the date declared by the Trustee to be the date on which the Liquidity Facility is to terminate and the Liquidity Facility Provider is to be replaced by a substitute Liquidity Facility Provider, subject to the repayment by the Trustee of all amounts outstanding under the Liquidity Facility and the Manager giving prior written notice to each Rating Agency in relation to the appointment of the replacement Liquidity Facility Provider.

9.2.9 Deposit into Cash Deposit Account

If on a Determination Date before the termination of the Liquidity Facility Agreement, the Liquidity Facility Provider does not have a credit rating of at least:

(a) by S&P:

(i) a short term credit rating of A-2 (if the Liquidity Facility Provider does not have any long term credit rating from S&P); or

(ii) a long term credit rating equal to or higher than BBB; and

(b) by Fitch, a short term credit rating of F1 or a long term credit rating of A,

(or such other credit rating or counterparty risk assessment as may be agreed in writing between the Trustee (at the direction of the Manager) and the Manager (and notified by the Manager to the Rating Agencies) ("**Designated Credit Ratings**"), the Liquidity Facility Provider (at its own cost) must within 14 days either procure a substitute Liquidity Facility Provider having at least the Designated Credit Ratings or deposit into a ledger account of the Collections Account ("**Cash Deposit Account**") an amount equal to the un-utilised portion of the Liquidity Facility Limit as at that time.

If during the Cash Deposit Period the Manager determines that a Net Liquidity Shortfall has occurred, the amount of such shortfall must be satisfied from the amount deposited in the Cash Deposit Account. On the termination of the Liquidity Facility, or if the Liquidity Facility Provider subsequently obtains the ratings referred to above, the un-utilised portion of the Cash Deposit must be repaid to the Liquidity Facility Provider and (except in the case of the termination of the Liquidity Facility) any Net Liquidity Shortfalls occurring thereafter will be satisfied by the Liquidity Facility Provider meeting a direct claim under the Liquidity Facility.

9.2.10 Trustee Undertaking

The Trustee has undertaken, among other things, to the Liquidity Facility Provider not to consent to amend or revoke any provisions of the Master Trust Deed, the Series Supplement or the Security Trust Deed in respect of payments or the order of priorities of payments to be made thereunder without the prior written consent of the Liquidity Facility Provider.

9.3 The Redraw Facility

9.3.1 Purpose of the Redraw Facility

As described in Section 6.3.2 BEN may provide redraws to a mortgagor who has prepaid the principal amount outstanding under its Housing Loan ahead of its scheduled monthly instalments. The Redraw Facility will be deemed to be drawn where BEN provides a Redraw in such circumstances from its own funds subject to the Redraw Facility Limit not being exceeded.

The term of the Redraw Facility is 364 days and may be renewed at the option of the Redraw Facility Provider if it receives a request for extension from the Manager 60 days prior to the scheduled termination of the Redraw Facility.

9.3.2 Redraw Facility Provider

The initial Redraw Facility Provider will be BEN.

9.3.3 The Redraw Facility Limit

The maximum amount that can be advanced under the Redraw Facility is the amount of the Redraw Facility Limit, being at any time the lesser of:

(a) $1,500,000 or such other amount as is agreed in writing from time to time between the Manager and the Redraw Facility Provider (and notified in writing to the Trustee) and in respect of which the Manager has issued a Ratings Affirmation Notice; and

(b) the amount (if any) to which the Redraw Facility Limit has been reduced at that time by the Manager in accordance with the Redraw Facility Agreement.

9.3.4 Utilisation of the Redraw Facility

The Redraw Facility Provider may from time to time provide Redraws to mortgagors from its own funds. Where the Redraw Facility Provider does so each such Redraw:

(a) will form part of the Assets of the Series Trust; and

(b) will be treated as an advance by the Redraw Facility Provider to the Trustee.

Redraws may also be provided to mortgagors by applying Collections. Any such Redraws are not Advances under the Redraw Facility Agreement. The Manager must record in relation to each Redraw provided in respect of a Housing Loan which is an Asset of the Series Trust whenever it is provided from Collections or as an Advance under the Redraw Facility Agreement.

9.3.5 Interest and fees

The duration of the Redraw Facility is divided into successive interest periods. Interest accrues daily on the Redraw Principal Outstanding at the Bank Bill Rate for that interest period plus a margin, calculated on days elapsed and a year of 365 days. Interest is payable on each Distribution Date (see Section 7.4.6).

A commitment fee accrues daily from the Closing Date on the un-utilised portion of the Redraw Facility Limit based on the number of days elapsed and a 365 day year. The commitment fee is payable monthly in arrears on each Distribution Date.

9.3.6 Repayment of Drawings

The principal outstanding under the Redraw Facility is repayable on each Distribution Date in accordance with the Series Supplement (as described in Section 7.5.3). It is not an event of default if the Trustee does not have funds available to repay the full amount of the principal outstanding under the Redraw Facility on a Distribution Date. If amounts due on any Distribution Date are not paid in full, the unpaid amounts will be carried forward so that they are payable by the Trustee on each following Distribution Date to the extent that funds are available for this purpose under the Series Supplement (see Section 7.5.3), until such amounts are paid in full. These amounts will accrue interest at the prescribed rate until paid.

On the Distribution Date immediately following the termination of the Redraw Facility as described in Section 9.3.8 below, the Trustee must repay the principal outstanding under the Redraw Facility in full, together with all other amounts payable to the Redraw Facility Provider. If all those beforementioned amounts due are not paid or repaid in full on the Distribution Date immediately following the termination of the Redraw Facility, on each succeeding Distribution Date the Trustee must pay or repay so much of such amounts as there are funds available for this purpose in accordance with the Series Supplement until such amounts are paid or repaid in full.

9.3.7 Events of Default

Each of the following is an Event of Default under the Redraw Facility:

(a) the Trustee fails to pay any amount due under the Redraw Facility within 10 days of the due date;

(b) the Trustee breaches its undertaking described in Section 9.3.9; or

(c) an event of default occurs under the Security Trust Deed (see Section 9.4.2) and action is taken to enforce the Security Trust Deed.

At any time after the occurrence of an event of default under the Redraw Facility, the Redraw Facility Provider may by written notice to the Trustee declare all advances, accrued interest and/or all other sums which have accrued due under the Redraw Facility Agreement immediately due and payable.

9.3.8 Termination

The Redraw Facility will terminate, and the Redraw Facility Provider's obligation to make any advances will cease, upon the earliest to occur of the following:

(a) the date on which the Redraw Facility Provider, at its discretion, declares the Redraw Facility terminated by written notice to the Trustee and the Manager;

(b) the expiry of 364 days from the Closing Date unless the Redraw Facility Provider has agreed to extend the term of the Redraw Facility in accordance with the terms of the Redraw Facility Agreement, in which case, the expiry of 364 days from the commencement date of that extended term;

(c) the date upon which the Redraw Facility Limit is reduced to zero (see Section 9.3.3);

(d) the date declared by the Trustee to be the date on which the Redraw Facility is to be replaced by a substitute Redraw Facility Provider, subject to the repayment by the Trustee of all amounts outstanding under the Redraw Facility and the Manager issuing a Ratings Affirmation Notice in relation to the termination of the Redraw Facility and the appointment of the replacement Redraw Facility Provider; and

(e) the date the Notes and Redraw Notes have been redeemed in full in accordance with the Series Supplement.

9.3.9 Trustee Undertaking

The Trustee has undertaken, among other things, to the Redraw Facility Provider not to consent to amend or revoke any provisions of the Master Trust Deed, the Series Supplement or the Security Trust Deed in respect of payments or the order of priorities of payments to be made thereunder without the prior written consent of the Redraw Facility Provider.

9.4 The Security Trust Deed

9.4.1 Charge

Under the Security Trust Deed, the Trustee grants a security interest (the "**Charge**") over the Charged Property in favour of the Security Trustee to secure the Trustee's obligations to the Trustee (for its own account), the Security Trustee (for its own account), the Noteholders, the Hedge Providers, the Redraw Facility Provider, the Liquidity Facility Provider, the Manager, the Arranger, each Joint Lead Manager, the standby guarantor (if any under the Servicer Standby Guarantee), the Servicer in respect of the Outstanding Prepayment Amount (if any), BEN (including without limitation, in its capacity as custodian of the Housing Loan documents) in respect of the Accrued Interest Adjustment and Redraws (the "**Secured Creditors**"). The aggregate amount recoverable under the Security Trust Deed is limited to the value from time to time of the Charged Property. The Security Trustee holds the benefit of the Charge and certain covenants of the Trustee on trust for those persons who are Secured Creditors at the time the Security Trustee distributes any of the proceeds of the enforcement of the Charge (see Sections 9.4.4 and 9.4.5).

The Security Trustee must give priority to the interest of Class A Noteholders or Class A-R Noteholders and Redraw Noteholders (over that of the Class AB Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders). In respect of the Class AB Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders, the Security Trustee must give priority to the interest of the higher ranking class of Noteholders over that of the other classes of Noteholders (as determined in accordance with the order of priority set out in Section 9.4.4).

9.4.2 Events of Default

It is an event of default under the Security Trust Deed if:

(a) (i) the Trustee retires or is removed as trustee of the Series Trust and is not replaced within 40 days and the Manager fails within a further 20 days to convene a meeting of Investors to appoint a new Trustee;

(ii) the Security Trustee has actual notice or is notified by the Trustee or the Manager that the Trustee is not entitled fully to exercise its right of indemnity against the Assets of the Series Trust to satisfy any liability to a Secured Creditor and the circumstances are not rectified to the reasonable satisfaction of the Security Trustee

within 14 days of the Security Trustee requiring the Trustee in writing to rectify them; or

(iii) the Series Trust is not properly constituted or is imperfectly constituted in a manner or to an extent that is regarded by the Security Trustee (acting reasonably) to be materially prejudicial to the interests of any class of Secured Creditor and is incapable of being remedied or if it is capable of being remedied this has not occurred to the reasonable satisfaction of the Security Trustee within 30 days of its discovery;

(b) an Insolvency Event occurs in respect of the Trustee in its capacity as trustee of the Series Trust (other than that the occurrence of an Insolvency Event as a result of the Trustee stating that it is unable to pay its debts when they fall due) and the Trustee is not replaced as Trustee of the Series Trust within 60 days of the occurrence of the Insolvency Event;

(c) distress or execution is levied or a judgment, order or security interest is enforced, or becomes enforceable by the giving of notice, lapse of time or fulfilment of any condition, against any Charged Property for an amount exceeding $1,000,000 or can be rendered enforceable by the giving of notice, lapse of time or fulfilment of any condition;

(d) the Charge:

(i) is or becomes wholly or partly void, voidable or unenforceable; or

(ii) ceases to be valid or the Trustee breaches the terms in clause 4.3 of the Security Trust Deed where such breach will have a material adverse effect on the amount or the timing of any payment to be made to any Investor or the interests of any Secured Creditor under the Transaction Documents (other than the Servicer and any Related Body Corporate of the Servicer); or

(e) any Secured Moneys are not paid within 10 days of when due, but excluding:

(i) any Secured Moneys relating to the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes (or Secured Money ranking junior to the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes in accordance with Section 7.4.6 ("Calculation and Application of Total Investor Revenues")) while there are any Class A Notes or Class A-R Notes outstanding; or

(ii) any Secured Moneys relating to the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes (or Secured Money ranking junior to the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes in accordance with Section 7.4.6 ("Calculation and Application of Total Investor Revenues")) once all Secured Moneys in respect of the Class A Notes or the Class A-R Notes has been paid in full and while there are any Class AB Notes outstanding; or

(iii) any Secured Moneys relating to the Class C Notes, the Class D Notes or the Class E Notes (or Secured Moneys ranking junior to the Class C Notes, the Class D Notes or the Class E Notes in accordance with Section 7.4.6 ("Calculation and Application of Total Investor Revenues")) once all Secured Moneys in respect of the Class A Notes or the Class A-R Notes and the Class AB Notes has been paid in full and while there are any Class B Notes outstanding; or

(iv) any Secured Moneys relating to the Class D Notes or the Class E Notes (or Secured Moneys ranking junior to the Class D Notes or the Class E Notes in accordance with Section 7.4.6 ("Calculation and Application of Total Investor Revenues")) once all Secured Moneys in respect of the Class A Notes or the Class A-R Notes, the Class AB Notes and the Class B Notes, has been paid in full and while there are any Class C Notes outstanding; or

(v) any Secured Moneys relating to the Class E Notes (or Secured Moneys ranking junior to the Class D Notes in accordance with Section 7.4.6 ("Calculation and Application of Total Investor Revenues")) once all Secured Moneys in respect of the Class A Notes or the Class A-R Notes, the Class AB Notes, the Class B Notes and the Class C Notes, has been paid in full and while there are any Class D Notes outstanding.

9.4.3 Enforcement

If the Security Trustee becomes actually aware that an event of default has occurred it must notify the Secured Creditors and the Rating Agencies and convene a meeting of the Voting Secured Creditors to seek the directions contemplated by this Section 9.4.3.

At that meeting, the Voting Secured Creditors must vote by extraordinary resolution (being not less than 75% of all votes cast or a written resolution signed by all Voting Secured Creditors) on whether to direct the Security Trustee to:

(a) declare the Notes and all other Secured Moneys immediately due and payable;

(b) appoint a receiver, and if a receiver is appointed, to determine the amount of the receiver's remuneration;

(c) instruct the Trustee to sell and realise the Charged Property; and/or

(d) take such further action as the Voting Secured Creditors may specify in the extraordinary resolution and which the Security Trustee indicates that it is willing to take.

The Security Trustee is required to take all action to give effect to any extraordinary resolution of the Voting Secured Creditors only if the Security Trustee, as required by it in its absolute discretion, is adequately indemnified from the Charged Property or has been indemnified by the Secured Creditors in a form reasonably satisfactory to the Security Trustee (which may be by way of an extraordinary resolution of the Voting Secured Creditors) against all actions, proceedings, claims and demands to which it may render itself liable, and all costs, charges, damages and expenses which it may incur, in giving effect to the extraordinary resolution.

If the Security Trustee convenes a meeting of the Voting Secured Creditors or is required by an extraordinary resolution of the Voting Secured Creditors to take any action in relation to the enforcement of the Security Trust Deed and the Security Trustee advises the Voting Secured Creditors that it will not take that action in relation to the enforcement of the Security Trust Deed unless it is personally indemnified by the Voting Secured Creditors to its reasonable satisfaction against all actions, proceedings, claims, demands, costs, charges, damages and expenses in relation to the enforcement of the Security Trust Deed and put in funds to the extent to which it may become liable and the Voting Secured Creditors refuse to grant the requested indemnity and put it into funds, the Security Trustee will not be obliged to act in relation to such action. In these circumstances, the Voting Secured Creditors may exercise such powers, and enjoy such protections and indemnities, of the Security Trustee under the Security Trust Deed in relation to the enforcement of the Security Trust Deed as they determine by extraordinary resolution. The Security Trustee will not be liable in any manner whatsoever if the Voting Secured Creditors exercise, or do not exercise, the rights given to them as described in the sentence preceding. Except in the foregoing situation, the powers, rights and remedies (including the power to enforce the Charge or to appoint a receiver to any of the Charged Property) are exercisable by the Security Trustee only and no Secured Creditor is entitled to exercise them.

The Security Trustee must not take any steps to enforce the Charge unless the Voting Secured Creditors have passed an extraordinary resolution directing it to take such action or in the opinion of the Security Trustee the delay required to obtain the consent of the Voting Secured Creditors would be prejudicial to the interests of the Secured Creditors.

The Security Trustee is entitled, on such terms and conditions it deems expedient, without the consent of the Voting Secured Creditors, to agree to any waiver or authorisation of any breach or proposed breach of the Transaction Documents (including the Security Trust Deed) and may determine that any event that would otherwise be an event of default will not be treated as an event of default for the purposes of the

Security Trust Deed, which is not, in the opinion of the Security Trustee, materially prejudicial to the interests of the Secured Creditors.

The Security Trustee is not required to ascertain whether an event of default has occurred and, until it has actual notice to the contrary, may assume that no event of default has occurred and that the parties to the Transaction Documents (other than the Security Trustee) are performing all of their obligations.

Subject to any notices or other communications it is deemed to receive under the terms of the Security Trust Deed, the Security Trustee will only be considered to have knowledge, awareness or notice of a thing or grounds to believe anything by virtue of the officers of the Security Trustee (or any Related Body Corporate of the Security Trustee) which have day to day responsibility for the administration or management of the Security Trustee's (or any Related Body Corporate of the Security Trustee's) obligations in relation to the Series Trust or the Security Trust Deed, having actual knowledge, actual awareness or actual notice of that thing, or grounds or reason to believe that thing. Notice, knowledge or awareness of an event of default means notice, knowledge or awareness of the occurrence of the events or circumstances constituting an event of default.

9.4.4 Priorities under the Security Trust Deed

The proceeds from the enforcement of the Charge are to be applied in the following order of priority, subject to any statutory or other priority which may be given priority by law:

(a) first, towards satisfaction of amounts which become owing or payable under the Security Trust Deed to indemnify the Security Trustee, the Manager, any receiver or other person appointed under the Security Trust Deed against all loss, liability and reasonable expenses incurred by that person in performing any of their duties or exercising any of their powers under the Security Trust Deed (except the receiver's remuneration) and payment of the Trustee's lien over, and right of indemnification from, the Charged Property;

(b) next, in payment pari passu and rateably of any fees due to the Security Trustee and the receiver's remuneration;

(c) next, in payment pari passu and rateably of such other outgoings and/or liabilities that the receiver or the Security Trustee have incurred in performing their obligations or exercising their powers under the Security Trust Deed;

(d) next, in payment of other security interests (if any) over the Charged Property which the Security Trustee is aware have priority over the Charge (other than the Trustee's lien over, and right of indemnification from, the Charged Property), in the order of their priority;

(e) next, in payment to BEN of any unpaid Accrued Interest Adjustment;

(f) next, in payment pari passu and rateably:

  (i) to the Manager of all Secured Money owing to the Manager;

  (ii) to the Servicer of all Secured Money owing to the Servicer; and

  (iii) to BEN of all Secured Money owing to BEN in its capacity as Seller;

(g) next, pari passu and rateably:

  (i) to the Redraw Facility Provider of any Redraw Facility Principal Outstanding and Redraw Facility Interest owing to the Redraw Facility Provider under the Redraw Facility Agreement;

  (ii) to the Liquidity Facility Provider of any Applied Liquidity Amounts and Liquidity Facility Interest owing to the Liquidity Facility Provider under the Liquidity Facility Agreement;

(iii) to each Hedge Provider of all Secured Money owing under any Hedge Agreement other than:

(A) any termination payment payable to a Hedge Provider under a Hedge Agreement as a result of a Hedge Provider Event of Default occurring in relation to that Hedge Agreement); and

(B) any termination payment payable to a Hedge Provider in respect of any Hedge Agreement to the extent it is being terminated as a result of the early termination of a given fixed interest rate relating to all or part of a Housing Loan prior to the scheduled termination of that fixed interest rate, except to the extent the Trustee has received the applicable Mortgagor Break Costs from the relevant Mortgagor during the Monthly Period or (in the event of Waived Mortgagor Break Costs) the Trustee has received the corresponding Non-Collection Fee from the Servicer;

(iv) to the Redraw Noteholders of all Secured Moneys owing in relation to the Redraw Notes to be applied amongst them:

(A) first, towards accrued but unpaid interest on the Redraw Notes at that time (to be distributed rateably amongst the Redraw Notes); and

(B) second, in reduction of the Invested Amount in respect of the Redraw Notes at that time (to be distributed rateably amongst the Redraw Notes);

(h) next, pari passu and rateably:

(i) in payment to the Class A Noteholders of all Secured Moneys owing in relation to the Class A Notes to be applied amongst them:

(A) first, towards accrued but unpaid interest on the Class A Notes at that time (to be distributed pari passu and rateably amongst the Class A Notes); and

(B) second, in reduction of the Invested Amount in respect of the Class A Notes at that time (to be distributed pari passu and rateably amongst the Class A Notes); and

(ii) in payment to the Class A-R Noteholders of all Secured Moneys owing in relation to the Class A-R Notes to be applied amongst them:

(A) first, towards accrued but unpaid interest on the Class A-R Notes at that time (to be distributed pari passu and rateably amongst the Class A-R Notes); and

(B) second, in reduction of the Invested Amount in respect of the Class A-R Notes at that time (to be distributed pari passu and rateably amongst the Class A-R Notes);

(i) next, in payment to the Class AB Noteholders of all Secured Moneys owing in relation to the Class AB Notes to be applied amongst them:

(i) first, towards accrued but unpaid interest on the Class AB Notes at that time (to be distributed pari passu and rateably amongst the Class AB Notes); and

(ii) second, in reduction of the Invested Amount in respect of the Class AB Notes at that time (to be distributed pari passu and rateably amongst the Class AB Notes);

(j) next, in payment to the Class B Noteholders of all Secured Moneys owing in relation to the Class B Notes to be applied amongst them:

(i) first, towards accrued but unpaid interest on the Class B Notes at that time (to be distributed pari passu and rateably amongst the Class B Notes); and

(ii) second, in reduction of the Invested Amount in respect of the Class B Notes at that time (to be distributed pari passu and rateably amongst the Class B Notes);

(k) next, in payment to the Class C Noteholders of all Secured Moneys owing in relation to the Class C Notes to be applied amongst them:

(i) first, towards accrued but unpaid interest on the Class C Notes at that time (to be distributed pari passu and rateably amongst the Class C Notes); and

(ii) second, in reduction of the Invested Amount in respect of the Class C Notes at that time (to be distributed pari passu and rateably amongst the Class C Notes);

(l) next, in payment to the Class D Noteholders of all Secured Moneys owing in relation to the Class D Notes to be applied amongst them:

(i) first, towards accrued but unpaid interest on the Class D Notes at that time (to be distributed pari passu and rateably amongst the Class D Notes); and

(ii) second, in reduction of the Invested Amount in respect of the Class D Notes at that time (to be distributed pari passu and rateably amongst the Class D Notes);

(m) next, in payment to the Class E Noteholders of all Secured Moneys owing in relation to the Class E Notes to be applied amongst them:

(i) first, towards accrued but unpaid interest on the Class E Notes at that time (to be distributed pari passu and rateably amongst the Class E Notes); and

(ii) second, in reduction of the Invested Amount in respect of the Class E Notes at that time (to be distributed pari passu and rateably amongst the Class E Notes);

(n) next, to pay pari passu and rateably to each Hedge Provider, the Redraw Facility Provider and the Liquidity Facility Provider of any remaining Secured Money owing to that Hedge Provider, the Redraw Facility Provider or the Liquidity Facility Provider (as applicable) to the extent not paid as described in paragraph (g) above;

(o) next, in payment pari passu and rateably of any amounts forming part of the Secured Moneys and owing to a Secured Creditor;

(p) next, in payment of subsequent security interests over the Charged Property of which the Security Trustee is aware in the order of their priority; and

(q) next, in payment of the surplus to the Trustee be distributed in accordance with the terms of the Master Trust Deed and the Series Supplement, but will not carry interest as against the Security Trustee.

9.4.5 Collateral

Any Charged Property provided:

(a) as collateral by a Hedge Provider in accordance with a Hedge Agreement shall be returned to the Hedge Provider, except to the extent that the relevant Hedge Agreement requires it to be applied to satisfy any obligation owed to the Trustee by the Hedge Provider; and

(b) as a prepayment by the Servicer of its obligation to deposit Collections to the Collections Account shall be returned to the Servicer except to the extent necessary to satisfy the Servicer's obligations to remit Collections to the Trustee in accordance with the Series Supplement,

and, in each case, will not be available for distribution in accordance with Section 9.4.4.

9.4.6 Outstanding Cash Deposit

Any outstanding Cash Deposit standing to the credit of the Cash Deposit Account will not be distributed in accordance with Section 9.4.4. Instead, any such outstanding Cash Deposit will be returned to the Liquidity Facility Provider.

9.4.7 Amendments to the Security Trust Deed

The Security Trustee, the Manager and the Trustee may amend the Security Trust Deed if the amendment:

(a) in the opinion of the Security Trustee (or a barrister or solicitor instructed by the Security Trustee) is necessary or expedient to comply with any statute or regulation or with the requirements of any governmental agency;

(b) in the opinion of the Security Trustee is to correct a manifest error or ambiguity or is of a formal, technical or administrative nature only;

(c) in the opinion of the Security Trustee is appropriate or expedient as a consequence of any amendment to any statute or regulation or altered requirements of any governmental agency or any decision of any court (including an alteration which in the opinion of the Security Trustee is appropriate as a consequence of the enactment of, or amendment to, any statute or regulation or any tax ruling or government announcement or statement or any decision handed down by a court altering the manner or basis of taxation of trusts); or

(d) in the opinion of the Security Trustee and the Trustee is otherwise desirable for any reason,

provided that the Security Trustee, the Manager and the Trustee may not alter, add to or revoke any provision of the Security Trust Deed unless the Manager has notified each Rating Agency 5 Business Days in advance.

However, where (in the opinion of the Security Trustee) an amendment referred to in paragraph (d) above:

(a) is materially prejudicial to the interests of:

(i) the Class A Noteholders, the Class A-R Noteholders or the Redraw Noteholders; or

(ii) the Redraw Facility Provider, the Liquidity Facility Provider, a Hedge Provider, the Manager, a Standby Guarantor and/or the Seller (each a "**Relevant Secured Creditor**");

(b) affects the Class A Noteholders, the Class A-R Noteholders, the Redraw Noteholders or a Relevant Secured Creditor in a manner different to the rights of the Secured Creditors generally; or

(c) is a Basic Term Modification in respect of a Class of Notes,

then the amendment can only be made if an extraordinary resolution approving the amendment is passed by a separate meeting of the Noteholders of the relevant Class (being a resolution requiring not less than 75% of all votes cast or a written resolution signed by the relevant Noteholders) or the Relevant Secured Creditor consents to the amendment, as applicable.

9.4.8 Security Trustee Costs and Remuneration

The Security Trustee is entitled to be reimbursed for all costs incurred in acting as Security Trustee.

The Security Trustee is entitled to be remunerated at the rate agreed from time to time between the Manager, the Security Trustee and the Trustee.

9.4.9 Limitations on Security Trustee's and Trustee's Liability

The Security Trustee's liability under the Security Trust Deed is limited to the amount the Security Trustee is able to be satisfied out of the assets held on trust by it under the Security Trust Deed from which the Security Trustee is actually indemnified for the liability. However, this limitation will not apply to the extent that the Security Trustee's right of indemnity is reduced as a result of fraud, negligence or wilful default on the part of the Security Trustee or its officers, employees or agents or any other person whose acts or omissions the Security Trustee is liable for under the Transaction Documents.

The Trustee's liability under the Security Trust Deed is limited to the extent to which it can be satisfied out of the Assets of the Series Trust out of which the Trustee is actually indemnified for the liability, except in the case of fraud, negligence or wilful default on the part of the Trustee or its officers, employees or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents.

9.4.10 Limitation of Responsibility and Liability of the Security Trustee

The Security Trust Deed contains a range of provisions regulating the scope of the Security Trustee's duties and liabilities. These include (which list is not exhaustive) the following:

(a) the Security Trustee is not required to monitor whether an event of default has occurred or inquire as to compliance by the Trustee or the Manager with the Transaction Documents, or their other activities;

(b) the Security Trustee is not required to take any enforcement action under the Security Trust Deed, except as directed by an extraordinary resolution of Voting Secured Creditors;

(c) the Security Trustee is not required to act in relation to the enforcement of the Security Trust Deed unless its liability is limited in a manner satisfactory to it and the Secured Creditors place it in funds and indemnify it to its satisfaction;

(d) the Security Trustee is not responsible for the adequacy or enforceability of any Transaction Documents;

(e) the Security Trustee need not give to the Secured Creditors information concerning the Trustee or the Manager which comes into the possession of the Security Trustee;

(f) the Trustee gives wide ranging indemnities to the Security Trustee in relation to its role as Security Trustee; and

(g) the Security Trustee may rely on documents and information provided by the Trustee or the Manager.

9.4.11 Disclosure of Information

In relation to information which the Trustee in its capacity as trustee of the Series Trust or the Security Trustee in its capacity as trustee of the Security Trust (the "**Recipient**") receives from any of the Manager or the Noteholders in relation to the Series Trust, the Seller Trust or the Security Trust (the "**Information**"), the Recipient is entitled to make available (to the extent permitted by law) such Information to:

(a) any Related Body Corporate of the Recipient which acts as custodian or Security Trustee of the Assets of the Series Trust or the assets of the Seller Trust or which otherwise has responsibility for the management or administration of the Series Trust or the Seller Trust, including their respective assets; and

(b) the Recipient acting in its capacity as Manager, custodian or Servicer (as applicable) of the Series Trust or the Seller Trust.

The Recipient will not have any liability for the use, non-use, communication or non-communication of the Information in the above manner, except to the extent to which the Recipient has an express contractual obligation to disclose or not disclose or to use or not use certain information received by it and fails to do so.

9.4.12 Retirement, Removal and Replacement of the Security Trustee

The Security Trustee must retire as trustee of the Security Trust if:

(a) an Insolvency Event occurs in respect of it;

(b) it ceases to carry on business;

(c) a Related Body Corporate of it retires or is removed as trustee of the Series Trust or is removed as trustee of the Series Trust and the Manager requires the Security Trustee by notice in writing to retire;

(d) an Extraordinary Resolution requiring its retirement is passed at a meeting of Secured Creditors;

(e) when required to do so by the Manager or the Trustee by notice in writing, it fails or neglects within 14 days after receipt of such notice to carry out or satisfy any material duty imposed on it under the Security Trust Deed in respect of the Security Trust; or

(f) there is a change in ownership of 50% or more of its issued equity share capital from the position as at the date of the Security Trust Deed or effective control of the Security Trustee alters from the position as at the date of the Security Trust Deed unless in either case approved by the Manager.

If the Security Trustee refuses to retire immediately after any of these events have occurred, the Manager may remove the Security Trustee from office immediately. The Manager must use reasonable endeavours to appoint a substitute Security Trustee (and must notify the Rating Agencies of such substitute).

If the Manager is unable to appoint a substitute Security Trustee at a time when the position of Security Trustee becomes vacant, it must convene a meeting of Secured Creditors to appoint any person nominated by any of them to act as Security Trustee at which Secured Creditors, holding or representing between them voting entitlements comprising in aggregate a number of votes which is not less than 75% of the aggregate number of votes comprised in the total voting entitlements at that time).

9.4.13 Voluntary Retirement of the Security Trustee

The Security Trustee may only voluntarily retire if it gives 3 months' notice in writing to the Trustee, the Manager and the Rating Agencies (or such lesser time as the Manager, the Trustee and the Security Trustee agree).

If the Security Trustee does not appoint a substitute at least 1 month prior to the date of its proposed retirement, the Manager may appoint a substitute Security Trustee which must be a suitably qualified person (and must notify the Rating Agencies of such substitute).

If the Manager is unable to appoint a substitute Security Trustee at a time when the position of Security Trustee becomes vacant, it must convene a meeting of Secured Creditors to appoint any person nominated by any of them to act as Security Trustee at which Secured Creditors, holding or representing between them voting entitlements comprising in aggregate a number of votes which is not less than 75% of the aggregate number of votes comprised in the total voting entitlements at that time).

9.4.14 Meetings of Voting Secured Creditors

The Security Trust Deed contains provisions for convening meetings of the Voting Secured Creditors to, among other things, enable the Voting Secured Creditors to direct or consent to the Security Trustee taking or not taking certain actions under the Security Trust Deed, for example to enable the Voting

Secured Creditors, following the occurrence of an Event of Default, to direct the Security Trustee to declare the Notes immediately due and payable and/or to enforce the Charge.

For the purpose of the Series Trust, the Voting Secured Creditors will be the only Secured Creditors entitled to:

(a) vote in respect of an Extraordinary Resolution of the Series Trust; or

(b) otherwise direct or give instructions or approvals to the Security Trustee in accordance with the Transaction Documents.

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10. THE SERIES TRUST

10.1 Creation of Trusts

10.1.1 Creation of the Series Trust

The Master Trust Deed provides for the creation of an unlimited number of series trusts. Each series trust is a separate and distinct trust fund. The assets of each series trust are not available to meet the liabilities of any other series trust and the Trustee must ensure that no moneys held by it in respect of any series trust are commingled with any moneys held by the Trustee in respect of any other series trust.

The Series Trust is a series trust established under the Master Trust Deed.

The beneficial ownership of the Series Trust is divided into 2 classes of units, one Capital Unit and one Income Unit.

The Trustee of the Series Trust will fund the purchase of the Housing Loan Pool by issuing the Notes (other than the Class A-R Notes).

The Series Trust is established for the purpose of the Trustee:

(a) acquiring (and disposing of) Housing Loan Rights and other Authorised Short-Term Investments (as defined in the Master Trust Deed), in accordance with the Transaction Documents;

(b) issuing (and redeeming) the Notes, Redraw Notes and the Units in accordance with the Transaction Documents; and

(c) entering into, performing its obligations and exercising its rights under and taking any action contemplated by any of the Transaction Documents,

and the Trustee, on the direction of the Manager, may exercise any or all of its powers under the Transaction Documents for these purposes and any purposes incidental to these purposes.

10.1.2 Creation of the Seller Trust

In addition to the Housing Loans and the mortgages and collateral securities securing the Housing Loans which are assigned to the Series Trust, all other loans (the "**Other Loans**") secured by the mortgages acquired by the Trustee will also be assigned by the Trustee.

The Trustee's interest in the Other Loans will be held by way of a separate trust by the Trustee for BEN (the "**Seller Trust**"). The Trustee's interest in the mortgages and collateral securities which secure only the Housing Loans will be held by the Trustee for the Series Trust. The Trustee's interest in the mortgages and collateral securities which secure the Housing Loans and the Other Loans (the "**Seller Collateral Securities**") will also be held by the Trustee for the Series Trust but only to the extent that the proceeds the Trustee receives on their realisation equal the amount outstanding under the Housing Loans they secure. The balance will be held by the Trustee subject to the terms of the Seller Trust.

The Trustee must not (and the Manager must not direct the Trustee to) dispose of or create any security interest in a collateral security which secures a Housing Loan and an Other Loan unless the relevant transferee or holder of the security interest is first notified of the interest of the Seller Trust in that collateral security. If the Trustee has breached (or BEN reasonably believes that the Trustee will breach) this restriction, it will be entitled to lodge caveats to protect its interests in the relevant collateral securities.

10.2 Perfection of Title

10.2.1 Perfection of Title Event

A Perfection of Title Event occurs if:

(a) BEN makes any representation in respect of a Housing Loan (see Section 6.2.4) which is incorrect when made (other than a representation or warranty referred to in Section 6.2.4 which results in BEN paying the Trustee any amount referred to in Section 6.2.5) and it has, or if continued will have, an Adverse Effect as reasonably determined by the Trustee after the Trustee is actually aware of such representation or warranty being incorrect and:

(i) such breach is not satisfactorily remedied so that it no longer has or will have an Adverse Effect, within 20 Business Days (or such longer period as the Trustee agrees) of notice thereof to BEN from the Manager or the Trustee; or

(ii) BEN has not within 20 Business Days (or such longer period as the Trustee agrees) of such notice paid compensation to the Trustee for its loss (if any) suffered as a result of such breach in an amount satisfactory to the Trustee (acting reasonably);

(b) the Trustee is not paid an amount owing to it by BEN under any Hedge Agreement in relation to which BEN is a Hedge Provider within 10 Business Days of its due date for payment (or such longer period as the Trustee may agree to at the Manager's direction and subject to the Manager having issued a Ratings Affirmation Notice);

(c) if BEN is the Servicer, a Servicer Default occurs (see Section 10.5.4); or

(d) an Insolvency Event occurs in relation to BEN.

The Trustee must declare a Perfection of Title Event (of which the Trustee is actually aware) by notice in writing to the Servicer, the Manager and the Rating Agencies unless (except on the occurrence of the event specified in paragraph (c) above) the Manager has issued a Ratings Affirmation Notice in relation to the failure to perfect the Trustee's title to the mortgages.

If the Trustee declares that a Perfection of Title Event has occurred, the Trustee and the Manager must immediately take all steps necessary to perfect the Trustee's legal title to the Housing Loan Rights (including lodgement of mortgage transfers) and must notify the relevant mortgagors (including informing them, where appropriate, of the Series Trust bank account to which they should make future payments) of the sale of the Trustee's interest in the Housing Loans and mortgages, and must take possession of BEN's loan files in relation to the Housing Loans, subject to the Privacy Act and BEN's duty of confidentiality to its customers under general law or otherwise. In the case of the occurrence of an Insolvency Event in relation to BEN, the Trustee and Manager must take all steps necessary to perfect the Trustee's legal title only in relation to the relevant Housing Loans and related mortgages and collateral securities. The Manager will also provide the Trustee with any direction reasonably requested by the Trustee to enable the Trustee to take any such steps.

Subject to the circumstance described above, wherein the Perfection of Title Event is an Insolvency Event and the Trustee and Manager are only required to take certain actions to perfect the Trustee's legal title to the relevant Housing Loans, on becoming aware of the occurrence of a Perfection of Title Event the Trustee must, within 30 Business Days, either have commenced all necessary steps to perfect legal title in, or have lodged a caveat in respect of, the Trustee's interest in each Housing Loan. However, if the Trustee does not hold all the Housing Loan Documents necessary to vest in it BEN's right, title and interest in any Housing Loan, within 5 Business Days of becoming aware of the occurrence of a Perfection of Title Event, the Trustee must, to the extent of the information available to it, lodge a caveat or similar instrument in respect of the Trustee's interest in that Housing Loan.

10.3 The Trustee

10.3.1 Appointment

The Trustee is appointed as trustee of the Series Trust on the terms set out in the Master Trust Deed, Notice of Creation of Series Trust and the Series Supplement.

10.3.2 The Trustee's Undertakings

The Trustee undertakes, among other things, that it will:

(a) act in the interests of the Investors on and subject to the terms and conditions of the Master Trust Deed and the Series Supplement and, in the event of a conflict between such interests, act in the interests of the Noteholders and Redraw Noteholders;

(b) exercise all due diligence and vigilance in carrying out its functions and duties and in protecting the rights and interests of the Investors;

(c) do everything and take all actions which are necessary to ensure that it is able to maintain its status as trustee of the Series Trust;

(d) act honestly and in good faith in the performance of its duties and in the exercise of its discretions under the Master Trust Deed and the Series Supplement;

(e) exercise all diligence and prudence as a prudent person of business would exercise in performing its express functions and in exercising its discretions under the Master Trust Deed, having regard to the interests of the Investors;

(f) use its best endeavours to carry on and conduct its business in so far as it relates to the Master Trust Deed and the Series Trust in a proper and efficient manner;

(g) keep accounting records which correctly record and explain all amounts paid and received by the Trustee; and

(h) keep the Series Trust separate from each other series trust which is constituted pursuant to the Master Trust Deed and account for the assets and liabilities of the Series Trust separately from the assets and liabilities of such other series trusts.

10.3.3 No Duty to Investigate

Under the Master Trust Deed and the Series Supplement the Trustee has no duty to investigate whether or not a Manager Default, Servicer Default or a Perfection of Title Event under the Series Supplement has occurred except where the Trustee has actual notice, knowledge or awareness of the event.

Subject to the provisions of the Transaction Documents dealing with deemed receipt of notices or other communications, the Trustee will only be considered to have knowledge, awareness or notice of a thing or grounds to believe anything by virtue of the officers of the Trustee (or any Related Body Corporate of the Trustee's) who have day to day responsibility for the administration or management of the Trustee's (or a Related Body Corporate of the Trustee's) obligations in respect of the Series Trust or the Seller Trust having actual knowledge, actual awareness or actual notice of that thing, or grounds or reason to believe that thing. Notice, knowledge or awareness of a Trustee Default, Manager Default, Servicer Default or Perfection of Title Event means notice, knowledge or awareness of the occurrence of the event or circumstances constituting a Trustee Default, Manager Default, Servicer Default or Perfection of Title Event.

10.3.4 The Trustee's Powers

Subject to the Master Trust Deed, the Trustee has all the powers in respect of the Assets of the Series Trust which it could exercise if it were the absolute and beneficial owner of those assets.

In particular, the Trustee has power to:

(a) invest in, dispose of or deal with any asset or property of the Series Trust (including the Housing Loans) in accordance with the Manager's proposals;

(b) obtain and act on advice from such advisers as may be necessary, usual or desirable for the purpose of enabling the Trustee to be fully and properly advised and informed in order that it can properly exercise its powers and obligations;

(c) enter into, perform, enforce (subject to the restrictions in the Master Trust Deed) and amend (subject to any relevant terms and conditions) the Transaction Documents;

(d) subject to the limitations set out in the Master Trust Deed, borrow or raise money, whether or not on terms requiring security to be granted over the Assets of the Series Trust;

(e) refuse to comply with any instruction or direction from the Manager, the Servicer or BEN in respect of the Series Trust where it reasonably believes that the rights and interests of the Investors are likely to be materially prejudiced by so complying;

(f) with the agreement of the Manager, do things incidental to any of its specified powers or necessary or convenient to be done in connection with the Series Trust or the Trustee's functions; and

(g) purchase any Housing Loan notwithstanding that, as at the Cut-Off Date, such Housing Loan is in arrears at the time of its acquisition by the Trustee.

10.3.5 Delegation by Trustee

The Trustee is entitled to appoint the Manager, the Servicer, BEN, the Security Trustee, a Related Body Corporate or any other person permitted by the Master Trust Deed or the Series Supplement to be attorney or agent of the Trustee for the purposes of carrying out and performing its duties and obligations in relation to the Series Trust provided that it does not delegate a material part of its duties and obligations. The Trustee at all times remains liable for the acts and omissions of any Related Body Corporate when it is acting as the Trustee's delegate.

10.3.6 The Trustee's Fees and Expenses

In respect of each Monthly Period, the Trustee is entitled to a fee for performing its duties. The fee will be an amount agreed between the Manager and the Trustee and is payable to the Trustee in arrears on the Distribution Date following the end of the Monthly Period. The Trustee's fee may also be amended by agreement between the Trustee and the Manager. Any change to the Trustee's fee must not be agreed unless a Ratings Affirmation Notice has been provided in respect of that change.

The Trustee is entitled to be reimbursed out of the Assets of the Series Trust in respect of all expenses incurred in respect of the Series Trust (but not general overhead costs and expenses). Furthermore, the Trustee is entitled to be indemnified out of the Assets of the Series Trust for all costs, charges, expenses and liabilities incurred by the Trustee in relation to or under any Transaction Document. The Trustee will also be indemnified for costs in connection with court proceedings alleging negligence, fraud or wilful default except where such allegation is found by the court to be correct.

10.3.7 Retirement, Removal and Replacement of the Trustee

The Trustee must retire as trustee of the Series Trust if:

(a) it fails or neglects, within 20 Business Days (or such longer period as the Manager may agree to) after receipt of a notice from the Manager requiring it to do so, to carry out or satisfy any material duty or obligation imposed on it by a Transaction Document;

(b) an Insolvency Event occurs with respect to it in its personal capacity;

(c) it ceases to carry on business;

(d) it merges or consolidates with another entity without obtaining the consent of the Manager and the resulting merged or consolidated entity does not assume the Trustee's obligations under the Transaction Documents; or

(e) there is a change in the ownership of 50% or more of its issued share capital from that as at the date of the Master Trust Deed or effective control of the Trustee alters from that as at the date of the Master Trust Deed, unless in either case approved by the Manager.

The Manager may require the Trustee to retire if it believes in good faith that any of these events have occurred. If the Trustee refuses to retire within 30 days after either the occurrence of one of the above events or notice from the Manager, the Manager may remove the Trustee from office immediately.

The Manager must use reasonable endeavours to appoint a substitute Trustee who is approved by BEN for all then series trusts under the Master Trust Deed within 30 days of the retirement or removal of the Trustee.

If, after 30 days, the Manager is unable to appoint a substitute Trustee it must convene a meeting of Investors at which a substitute Trustee may be appointed by extraordinary resolution of all Investors of the Series Trust and of any other trust constituted under the Master Trust Deed (being not less than 75% of all votes cast at a meeting of such Investors or a written resolution signed by all such Investors).

Until the appointment of the Substitute Trustee is complete, the Manager must use its reasonable endeavours to ensure that, notwithstanding the removal of the Trustee, the Trustee's obligations under the Transaction Documents are complied with (to the extent possible).

10.3.8 Voluntary Retirement of the Trustee

The Trustee may only voluntarily retire if it gives the Manager 3 months' written notice or such lesser time as the Manager and the Trustee agree. Upon retirement the Trustee must appoint a substitute Trustee who is approved by the Manager under the Master Trust Deed.

If the Trustee does not propose a substitute at least 1 month prior to its proposed retirement, the Manager may appoint a substitute Trustee under the Master Trust Deed.

If the Manager is unable to appoint a substitute Trustee within 30 days, it must convene a meeting of Investors at which a substitute Trustee may be appointed by extraordinary resolution of all Investors of the Series Trust and of any other trust constituted under the Master Trust Deed (being not less than 75% of all votes cast at a meeting of such Investors or a written resolution signed by all such Investors).

Until the appointment of the Substitute Trustee is complete, the Manager must use its reasonable endeavours to ensure that, notwithstanding the removal of the Trustee, the Trustee's obligations under the Transaction Documents are complied with (to the extent possible).

10.3.9 Substitute Trustee

The appointment of a substitute Trustee will not be effective until the substitute Trustee has executed a deed under which it assumes the obligations of the Trustee under the Master Trust Deed and the other Transaction Documents.

10.3.10 Limitation of the Trustee's Responsibilities

The Trustee has the particular role and obligations specifically set out in the Transaction Documents. The Manager, Servicer and BEN are responsible for different aspects of the operation of the Series Trust, as described elsewhere in this Information Memorandum. The Trustee has no liability for any failure by the Manager, BEN, Servicer or other person appointed by the Trustee under any Transaction Document (other than a person whose acts or omissions the Trustee is liable for under any Transaction Document) to perform their obligations in connection with the Series Trust except to the extent such failure is caused by

fraud, negligence or wilful default on the part of the Trustee or its officers, employees or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents.

10.3.11 Limitation of the Trustee's Liability

The Master Trust Deed, Series Supplement and other Transaction Documents contain provisions which regulate the Trustee's liability to Noteholders, other creditors of the Series Trust and any beneficiaries of the Series Trust.

The Trustee's liability in its capacity as trustee of the Series Trust to the Noteholders and to others is limited by those provisions to the amount the Trustee is entitled to recover through its right of indemnity from the Assets of the Series Trust out of which the Trustee is actually indemnified for the liability. However, this limitation does not apply if the Trustee's right of indemnity is limited as a result of fraud, negligence or wilful default on the part of the Trustee or its officers, employees or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents. This limitation of the Trustee's liability applies despite any other provision of the Transaction Documents and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Series Trust.

The Trustee is not liable to any person for any losses, costs, liabilities or expenses arising out of the exercise or non-exercise of its discretion (or by the Manager, BEN or the Servicer of its discretions) or for any instructions or directions given to it by the Manager, BEN or the Servicer, except to the extent that any obligation or liability arises as a result of fraud, negligence or wilful default on the part of the Trustee or its officers, employees or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents.

Except where the Trustee acts in breach of trust or is otherwise disentitled (including, without limitation, for fraud, negligence or wilful default on the part of the Trustee or its officers, employees, or agents or any other person whose acts or omissions the Trustee is liable for under the Transaction Documents), the Trustee will be indemnified out of the Assets of the Series Trust against all losses and liabilities properly incurred by it in performing any of its duties or exercising any of its powers under the Transaction Documents in its capacity as trustee of the Series Trust.

Notwithstanding the above, where the Trustee is held liable for breaches under the National Credit Code or the National Consumer Credit Protection Laws, the Trustee must seek relief initially under any indemnities provided to it by the Manager, the Servicer or BEN before exercising its right of indemnity to recover against any Assets of the Series Trust.

If the Trustee relies in good faith on an opinion, advice, information or statement given to it by experts (other than persons who are not independent of the Trustee), it is not liable for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of that expert. An expert is regarded as independent notwithstanding that the expert acts or has acted as an adviser to the Manager or the Trustee or both of them so long as separate instructions are given to that expert by the Trustee.

10.3.12 Disclosure of Information

In relation to information which the Trustee in its capacity as trustee of the Series Trust or the Seller Trust receives from any of the Manager, the Investors, BEN or the Servicer in relation to the Series Trust, the Seller Trust or the trust established under the Security Trust Deed (the "**Information**"), the Trustee is entitled to make available (to the extent permitted by law) such information to:

(a) any Related Body Corporate of the Trustee which acts as custodian or Security Trustee of the Assets of the Series Trust or any Seller Trust assets or which otherwise has responsibility for the management or administration of the Series Trust or the Seller Trust including their respective assets; and

(b) the Trustee acting in its capacity as Manager, custodian or Servicer (as applicable) of the Series Trust or the Seller Trust.

The Trustee will not have any liability for the use, non-use, communication or non-communication of the Information in the above manner, except to the extent to which the Trustee has an express contractual

obligation to disclose or not disclose or to use or not use certain information received by it and fails to do so.

10.4 The Manager

10.4.1 Appointment

The Manager is appointed as manager of the Series Trust on the terms set out in the Master Trust Deed and the Series Supplement.

10.4.2 The Manager's Undertakings

The Manager undertakes amongst other things that it will:

(a) manage the Assets of the Series Trust which are not serviced by the Servicer and in doing so will exercise at least the degree of skill, care and diligence that an appropriately qualified manager of such Assets would reasonably be expected to exercise having regard to the interests of the Investors;

(b) use its best endeavours to carry on and conduct its business to which its obligations and functions under the Transaction Documents relate in a proper and efficient manner;

(c) do everything to ensure that it and the Trustee are able to exercise all their powers and remedies and perform all their obligations under the Master Trust Deed and any of the other Transaction Documents to which it is a party and all other related arrangements;

(d) act honestly and in good faith in the performance of its duties and in the exercise of its discretions under the Master Trust Deed and the Series Supplement;

(e) exercise such prudence as a prudent person of business would exercise in performing its express functions and in exercising its discretions under the Master Trust Deed and the other Transaction Documents, having regard to the interests of the Investors;

(f) notify the Trustee promptly if it becomes actually aware of any Manager Default under the Master Trust Deed;

(g) give the Trustee directions should any Notes be listed or quoted on the Australian Securities Exchange, and take such actions on behalf of the Trustee as are necessary to ensure that the Trustee complies with the listing rules of the Australian Securities Exchange in connection with the listing or quotation of those Notes on the Australian Securities Exchange; and

(h) take all reasonable steps under the PPSA to ensure that the security interest created under the Charge is perfected with the highest ranking priority reasonably possible.

The Manager fully indemnifies the Trustee from and against any expense, loss, damage, liability, fines, forfeiture, legal fees and related costs which the Trustee may incur (whether directly or indirectly) as a consequence of a breach by the Manager of its undertaking described in Section 10.4.2(h) except as a result of the fraud, negligence or wilful default of the Trustee.

10.4.3 The Manager may rely

If the Manager relies in good faith on an opinion, advice, information or statement given to it by experts (other than persons who are not independent of the Manager) it is not liable for any misconduct, mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of that expert. An expert is regarded as independent notwithstanding that the expert acts or has acted as an adviser to the Manager so long as separate instructions are given to that expert by the Manager.

10.4.4 Delegation by the Manager

The Manager is entitled to appoint any person to be attorney or agent of the Manager for the purposes of carrying out and performing its duties and obligations in relation to the Series Trust provided that it does not delegate a material part of its duties and obligations. The Manager at all times remains liable for the acts or omissions of any such person to the extent that those acts or omissions constitute a breach by the Manager of its obligations in respect of the Series Trust.

10.4.5 The Manager's Fees and Expenses

The Manager is entitled to a fee for administering and managing the Series Trust for each Monthly Period calculated based upon the actual number of days in the Monthly Period divided by 365 and a percentage of the principal outstanding on the Housing Loans immediately prior to the commencement of the Monthly Period. The Manager and the Servicer may agree to adjust the Manager's fee from time to time. Any change to that fee must not be agreed unless a Ratings Affirmation Notice has been provided in respect of that change. The fee for a Monthly Period is payable by the Trustee in arrears on the Distribution Date following the end of the Monthly Period.

The Manager will be indemnified out of the Assets of the Series Trust for all expenses incurred by the Manager in connection with the enforcement or preservation of its rights under or in respect of any Transaction Document or otherwise in respect of the Series Trust. The Manager will also be indemnified for costs in connection with court proceedings against the Manager alleging negligence, fraud or wilful default except where such allegation is found by the court to be correct.

10.4.6 Manager Default and Removal of the Manager

A Manager Default occurs if:

(a) the Manager does not instruct the Trustee to pay the required amounts to the Investors within the specified time periods and such failure is not remedied within 5 Business Days of notice from the Trustee;

(b) the Manager does not prepare and transmit to the Trustee any Settlement Statement or any other reports it is required to prepare under the Series Supplement and such failure is not remedied within 5 Business Days of notice from the Trustee (except when such failure is due in certain circumstances to a Servicer Default);

(c) an Insolvency Event occurs with respect to the Manager;

(d) the Manager breaches any other obligation under the Master Trust Deed or the Series Supplement and such action has had or, if continued will have, an Adverse Effect (as determined by the Trustee after the Trustee is actually aware of such breach) and either such breach is not remedied within 20 Business Days of notice from the Trustee, or the Manager has not, within 20 Business Days of such notice, paid compensation to the Trustee for its loss from such breach; and

(e) a representation or warranty made by the Manager in a Transaction Document proves incorrect in any material respect and, as a result, gives rise to an Adverse Effect (as determined by the Trustee after the Trustee is actually aware of such incorrect representation or warranty) and the Manager has not paid compensation for any loss suffered by the Trustee within 20 Business Days of notice from the Trustee.

The Trustee may agree to longer grace periods than those specified in paragraphs (a), (b), (d) and (e).

Whilst a Manager Default is subsisting, the Trustee may by notice to the Servicer, the Manager and the Rating Agencies for all then series trusts immediately terminate the appointment of the Manager and appoint another entity to act in its place. Pending appointment of a new Manager, the Trustee will act as Manager and will be entitled to receive the Management Fee.

10.4.7 Voluntary Retirement of the Manager

The Manager may only voluntarily retire if it gives the Trustee 3 months' notice in writing (or such lesser time as the Trustee agrees). Upon such retirement the Manager may appoint in writing any other corporation approved by the Trustee. If the Manager does not propose a replacement at least 1 month prior to its proposed retirement, the Trustee may appoint a replacement.

Pending appointment of a new Manager, the Trustee will act as Manager and will be entitled to receive the Management Fee.

10.4.8 Replacement Manager

The appointment of a replacement Manager will not be effective until the Trustee receives confirmation from the Rating Agencies for all then series trusts under the Master Trust Deed that the appointment of the replacement Manager will not result in a withdrawal or reduction of the credit rating then assigned by them to the Notes (or notes issued by other series trusts) and the replacement Manager has executed a deed under which it assumes the obligations of the Manager under the Master Trust Deed and the other Transaction Documents.

10.4.9 Limitation on Liability of Manager

The Manager is relieved from personal liability in respect of the exercise or non-exercise of its discretions or for any other act or omission on its part, except to the extent that any such liability arises from fraud, negligence or wilful default on the part of the Manager or its officers, employees or agents or any other person whose acts or omissions the Manager is liable for under the Transaction Documents.

10.4.10 Obligation to act as Manager until termination of appointment

Notwithstanding the Manager Default and retirement provisions as described in Section 10.4.6 and Section 10.4.7, the Manager's duties and obligations contained in the Master Trust Deed and the Transaction Documents in relation to the Series Trust continue until the earlier of:

(a) the Termination Payment Date (see Section 15); and

(b) the date of the Manager's retirement or removal as Manager in relation to the Series Trust as described in Section 10.4.6 and Section 10.4.7.

10.4.11 Limitations on the Manager's obligations

The Manager's obligations as manager of the Series Trust are limited to those set out in the Transaction Documents.

In addition, without limiting the Manager's liability with respect to any breach of its obligations under the Transaction Documents, the Manager has no liability to the Trustee in respect of the performance of the pool (including, without limitation, with respect to a failure by a mortgagor, or any other person, to perform its obligations under any Housing Loan Documents).

Further, the Manager is only obliged to remit any Collections in respect of the Series Trust (not being amounts payable by the Manager from its own funds including amounts payable in respect of breaches by the Manager of its obligations under the Transaction Documents in relation to the Series Trust) to the Trustee to the extent that these have been received by the Manager (if any).

10.5 The Servicer

10.5.1 Undertakings of Servicer

In addition to its servicing role described in Section 6.5, the Servicer also undertakes, among other things, that it will:

(a) subject to the provisions of the Privacy Act and any duty of confidentiality owed by the Servicer to its clients under the common law or otherwise, give the Manager, the Auditor and the Trustee such information as they require with respect to all matters in the possession of the Servicer in respect of the activities of the Servicer to which the Series Supplement relates;

(b) not transfer, assign or otherwise grant an encumbrance over the whole or any part of its interest (if any) in any Housing Loan and its related securities;

(c) comply with its obligations under each Mortgage Insurance Policy (if any);

(d) upon being directed to do so by the Trustee, following the occurrence of a Perfection of Title Event, promptly take all action as is required or permitted to assist the Trustee and the Manager to perfect the Trustee's legal title in the Housing Loans and related securities; and

(e) pay to the Trustee on each Transfer Date an amount equal to the Waived Mortgagor Break Costs for the Monthly Period just ended.

10.5.2 Delegation by the Servicer

The Servicer is entitled to appoint any person to be attorney or agent for the purposes of carrying out and performing its duties and obligations in relation to the Series Trust provided that it does not delegate a material part of its powers, duties and obligations. The Servicer at all times remains liable for the acts or omissions of any such person to the extent that the acts or omissions constitute a breach by the Servicer of its obligations under the Series Supplement.

10.5.3 The Servicer's Fees and Expenses

The Servicer is entitled to a monthly fee, payable in arrears on each Distribution Date.

If the Servicer becomes liable to remit to a governmental agency an amount of Australian goods and services tax in connection with the Series Trust, the Servicer will pay goods and services tax on its own account and will not be entitled to any reimbursement from the Assets of the Series Trust.

The Manager and the Servicer may from time to time agree to adjust the Servicer's Fee. Any change to the Servicer’s fee must not be agreed unless a Ratings Affirmation Notice has been provided in respect of that change.

The Servicer must pay from its own funds all expenses incurred in connection with servicing the Housing Loans except for certain specified expenses in connection, amongst other things, with the enforcement of any Housing Loan or its related securities, the recovery of any amounts owing under any Housing Loan or any amount repaid to a liquidator or trustee in bankruptcy pursuant to any applicable law, binding code, order or decision of any court, tribunal or the like or based on advice of the Servicer's legal advisers, which amounts are recoverable from the Assets of the Series Trust.

10.5.4 Servicer Default and Removal of the Servicer

A Servicer Default occurs if:

(a) the Servicer fails to remit amounts received in respect of the Housing Loans to the Trustee within the time periods specified in the Series Supplement and such failure is not remedied within 5 Business Days of notice from the Manager or the Trustee;

(b) the Servicer fails to provide the Manager with the information necessary to enable it to prepare a Settlement Statement and such failure is not remedied within 5 Business Days of notice from the Manager or Trustee;

(c) an Insolvency Event occurs with respect to the Servicer;

(d) if at any time after the Basis Swap terminates, the Servicer fails to adjust the rates at which interest offset benefits under the Interest Off-Set Accounts are calculated and/or the variable

rates on Housing Loans in accordance with the Series Supplement (as described in Section 6.5.5), and such failure is not remedied within 2 Business Days of notice from the Trustee or Manager; or

(e) the Servicer breaches its other obligations as Servicer under the Series Supplement and such action has, or if continued will have, an Adverse Effect (as reasonably determined by the Trustee after it is actually aware of the breach) and either is not remedied so that it no longer has, or will have, an Adverse Effect within 20 Business Days of notice from the Manager or the Trustee, or the Servicer has not within this time paid compensation to the Trustee for its loss from such breach.

The Trustee may agree to longer grace periods than those specified in paragraphs (a), (b), (d), (e) and (f). The Manager will notify each Rating Agency of any longer grace period agreed to by the Trustee.

While a Servicer Default is subsisting of which the Trustee is actually aware, the Trustee must by notice to the Servicer, the Manager and the Rating Agencies immediately terminate the rights and obligations of the Servicer and appoint another appropriately qualified organisation or bank to act in its place. Pending the appointment of a new Servicer, the Trustee will act as Servicer and is entitled to the Servicer's Fee during the period that it so acts.

10.5.5 Voluntary Retirement of the Servicer

The Servicer may only voluntarily retire if it gives the Trustee and the Rating Agencies 3 months' notice in writing (or such lesser period as the Servicer and the Trustee agree). Upon retirement the Servicer may appoint in writing as its replacement any other corporation approved by Trustee. If the Servicer does not propose a replacement by 1 month prior to its proposed retirement, the Trustee may appoint a replacement. Pending the appointment of a new Servicer, the Trustee will act as Servicer and will be entitled to the above fee.

10.5.6 Replacement Servicer

The appointment of a replacement Servicer will not be effective until the Manager has issued a Ratings Affirmation Notice from the Rating Agencies in relation to the appointment of the replacement Servicer and the replacement Servicer has executed a deed under which it assumes the obligations of the Servicer under the Master Trust Deed and the other Transaction Documents.

10.5.7 Limitations on the Servicer's Obligations

The Servicer's obligations as servicer of the Housing Loan Rights, are limited to those set out in the Series Supplement.

In addition, without limiting the Servicer's liability with respect to any breach of its obligations under the Series Supplement, the Servicer has no liability to the Trustee with respect to a failure by a mortgagor, or any other person, to perform its obligations under any Housing Loan Documents.

Further, the Servicer is only obliged to remit any Collections in respect of the Housing Loan Rights (not being amounts payable by the Servicer from its own funds including Non-Collection Fees or amounts payable in respect of breaches by the Servicer of its obligations under the Series Supplement) to the Trustee to the extent that these have been received by the Servicer.

10.6 Termination of the Series Trust

10.6.1 Termination Events

The Series Trust terminates on the earliest to occur of:

(a) the date appointed by the Manager as the date on which the Series Trust terminates (which, if the Notes or Redraw Notes have been issued by the Trustee, must not be a date earlier than:

(i) the date that the Stated Amount of the Notes and Redraw Notes has been reduced to zero; or

(ii) if an event of default under the Security Trust Deed has occurred, the date of the final distribution by the Security Trustee under the Security Trust Deed);

(b) the date which is 80 years after its constitution; and

(c) the date on which the Series Trust terminates under statute or general law,

(such date being the **Termination Date**).

10.6.2 Realisation of Assets of the Series Trust

Upon the termination of the Series Trust, the Trustee in consultation with the Manager must sell and realise the Assets of the Series Trust within 180 days of the termination event provided that during this period the Trustee is not entitled to sell the Housing Loans and related securities for less than their Fair Market Value.

If the Trustee is unable to sell the Housing Loans and related securities for at least their Fair Market Value on the above terms during the 180 day period, the Trustee may sell them after the expiry of that period for a price less than their Fair Market Value.

The Trustee may perfect its legal title to the Housing Loans and related securities, if it is necessary to do so to sell them. However, the Trustee must use reasonable endeavours to include as a condition of the sale that the purchaser of the Housing Loans will consent to BEN, obtaining securities subsequent to the securities assigned to the purchaser and will enter into priority agreements such that the purchaser's security has first priority over BEN's security only for the principal outstanding plus interest, fees and expenses on the relevant Housing Loan.

10.6.3 Offer to BEN

On the Termination Date, the Trustee may offer to BEN to hold as Seller Trust assets the Housing Loans and related securities forming part of the Assets of the Series Trust for a price equal to the Fair Market Value of those Housing Loans. BEN may not accept such an offer unless the aggregate principal outstanding on the Housing Loans is on the last day of a Monthly Period, when expressed as a percentage of the aggregate principal outstanding on the Housing Loans at the Closing Date, at or below 10%. Further, if the Fair Market Value of the Housing Loans is insufficient to ensure that the Noteholders and Redraw Noteholders will receive the aggregate of the Stated Amounts of the Notes and Redraw Notes and Interest payable on the Notes and Redraw Notes, any such offer will be conditional upon an extraordinary resolution of Noteholders and Redraw Noteholders approving the offer.

10.6.4 Distributions

After deducting expenses, the Trustee must pay amounts standing to the credit of the Collections Account on the Termination Payment Date in accordance with priority payment provisions set out in the Security Trust Deed (see Section 9.4.4). If there are insufficient funds to make payments to Noteholders in full, the amount distributed (if any) will be in final redemption of the Notes, the Income Unit and the Capital Unit.

10.7 Audit and Accounts

The initial auditor for the Series Trust is Ernst & Young (the "**Auditor**"). The Auditor's remuneration is to be determined by the Trustee and approved by the Manager and will be an expense of the Series Trust.

The Manager must ensure that the accounts of the Series Trust are audited as at the end of each financial year. Copies of the accounts and the auditor's report will only be provided to the Investors on request but will be available for inspection during business hours at the Trustee's offices. The Manager must prepare and lodge the tax return for each trust and any other statutory returns.

10.8 Amendments to Master Trust Deed and Series Supplement

Subject to prior notice being given to the Rating Agencies in respect of the series trusts under the Master Trust Deed (and no rating agency having advised the Manager that the amendment, if implemented, would cause a withdrawal or reduction of the credit rating of the Notes or notes issued by other series trusts), the Trustee and the Manager may amend the Master Trust Deed and the Series Supplement if the amendment:

(a) is necessary or expedient to comply with any regulatory requirements;

(b) is to correct a manifest error or is of a formal, technical or administrative nature only;

(c) is required by, consistent with or appropriate, expedient or desirable for any reason as a consequence of:

(i) the introduction of, or any amendment to, any statute, regulation or governmental agency requirement; or

(ii) a decision by any court,

including, without limitation, one relating to the taxation of trusts;

(d) in the case of the Master Trust Deed, relates only to a trust not yet constituted under its terms;

(e) will enable the provisions of the Master Trust Deed or the Series Supplement to be more conveniently, advantageously, profitably or economically administered; or

(f) in the opinion of the Trustee is otherwise desirable for any reason.

However, where an amendment referred to in paragraphs (e) and (f) above may be prejudicial to the interests of any class of Investors the amendment will only be made if an extraordinary resolution approving the amendment is passed by the relevant class of Investors (being a resolution requiring not less than 75% of all votes cast or a written resolution signed by the Relevant Investors).

The Trustee may not amend, add to or revoke any provision of the Master Trust Deed or the Series Supplement if the consent of a party is required under a Transaction Document unless that consent has been obtained.

10.9 Meetings of Noteholders

10.9.1 Who Can Convene Meetings

The Manager or the Trustee may convene a meeting of the Investors, Noteholders, a Class of the Noteholders, the Unitholders or a Class of the Unitholders (the "**Relevant Investors**").

10.9.2 Notice of Meetings

At least 7 days' notice must be given to the Relevant Investors of a meeting unless 95% of the holders of the relevant then outstanding Notes, Redraw Notes or Units (as the case may be) agree on a shorter period of time. The notice must specify the day, time and place of the proposed meeting, the reason for the meeting and the agenda, the terms of any proposed resolution, that persons appointed to maintain the Register may not register any transfer of a Note, Redraw Note or Unit in the period 2 Business Days prior to the meeting, that appointments of proxies must be lodged no later than 24 hours prior to the time fixed for the meeting and such additional information as the person giving the notice thinks fit. The accidental omission to give notice or the non-receipt of notice will not invalidate the proceedings at any meeting.

10.9.3 Quorum

The quorum for a meeting is 2 or more persons present in person being Relevant Investors or representatives holding in the aggregate not less than 67% of the Notes, Redraw Notes or Units corresponding to the meeting of Relevant Investors and then outstanding.

If the required quorum is not present within 15 minutes, the meeting will be adjourned for between 7 and 42 days as specified by the chairman. At any adjourned meeting, 2 or more persons present in person being Relevant Investors holding or representing in the aggregate not less than 50% of the Notes, Redraw Notes or Units corresponding to the meeting of the Relevant Investors and then outstanding will constitute a quorum. At least 5 days' notice must be given of any meeting adjourned through lack of a quorum.

10.9.4 Voting Procedure

Questions submitted to any meeting will be decided in the first instance by show of hands or, if demanded by the chairman, the Trustee, the Manager or one or more persons being Relevant Investors holding not less than 2% of the Notes, Redraw Notes or Units corresponding to the meeting of the Relevant Investors and then outstanding, by a poll. The chairman has a casting vote both on a show of hands and on a poll.

Every person being a Relevant Investor holding then outstanding Notes, Redraw Notes or Units will have 1 vote on a show of hands and 1 vote for each Note, Redraw Note or Unit held by them on a poll.

10.9.5 Powers of Meeting of Noteholders

The powers of a meeting of Noteholders are specified in the Master Trust Deed and can only be exercised by an extraordinary resolution. A meeting of Noteholders or Redraw Noteholder does not have the power to:

(a) remove the Trustee, the Servicer or the Manager other than in accordance with the terms of the Master Trust Deed and the Series Supplement;

(b) interfere with the management of the Series Trust;

(c) wind-up or terminate the Series Trust; or

(d) dispose of or deal with Housing Loans and related securities or eligible investments of the Series Trust.

10.9.6 Binding Resolutions

An extraordinary resolution of all Relevant Investors which by its terms affects a particular Relevant Investor or class of Relevant Investors only or in a manner different to the rights of the Relevant Investors generally, is only binding on the Relevant Investor or class of Relevant Investors (as the case may be) if it or they agree to be bound by such extraordinary resolution.

10.9.7 Written Resolutions

A resolution of Relevant Investors or a class of Relevant Investors may be passed without any meeting or previous notice being required by an instrument in writing signed by all Relevant Investors or a class (as the case may be).

11. DOCUMENT CUSTODY

11.1 Document Custody

Initially, the Trustee will hold custody of the underlying Housing Loan Documents. The Manager may, by 30 days' notice in writing to the Trustee, BEN and each Rating Agency, appoint BEN to be the custodian of the Housing Loan Documents on behalf of the Trustee. If BEN is appointed as the custodian, BEN must hold the Housing Loan Documents in accordance with its standard safe-keeping practices and in the same manner and to the same extent as it holds its own documents. BEN must deliver to the Trustee, within 30 days of its appointment as custodian of the Housing Loan Documents information in an electronic form containing details of the Housing Loan Documents transferred to its custody and a letter containing BEN's identification methodology for the Housing Loan Documents. BEN must also update the information provided on a regular basis.

BEN may retire as custodian of the Housing Loan Documents upon giving to the Trustee, the Manager and the Rating Agencies 3 months' notice in writing or such lesser time as BEN and the Manager agree. The obligations that apply following the occurrence of a Document Transfer Event will also apply where BEN retires as custodian.

11.2 Document Transfer Event

If:

(a) a Perfection of Title Event occurs (other than a Servicer Default as described in Section 10.5.4(e)) is declared by the Trustee in accordance with the Series Supplement and the Trustee notifies BEN of that fact; or

(b) a Servicer Default as described in Section 10.5.4(e) has occurred and the Trustee has notified BEN the reasons why the Trustee, in good faith, considers that the conditions in Section 10.5.4(e) have been satisfied and why, in the Trustee's reasonable opinion, an Adverse Effect has occurred or may occur as a result,

BEN must, immediately following notice from the Trustee, and subject to limited exceptions contained in the Series Supplement for certain Housing Loan Documents, transfer custody of the Housing Loan Documents to the Trustee.

11.3 Custodian Fee

The custodian is entitled to a fee for the provision of custodial services to the Trustee. The amount of such fee will be agreed on from time to time between the Manager, BEN and the custodian. Any change to that fee must not be agreed unless a Ratings Affirmation Notice has been provided in respect of that change. The fee for a Monthly Period is payable by the Trustee in arrears on the Distribution Date following the end of the Monthly Period.

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12. AUSTRALIAN TAXATION CONSIDERATIONS

The following is a summary of certain Australian tax consequences under the Tax Act, the Taxation Administration Act 1953 of Australia and any relevant rulings, judicial decisions or administrative practice, at the date of this Information Memorandum in respect of the purchase, ownership and disposition of the Offered Notes by Offered Noteholders who purchase the Offered Notes on original issuance at the stated offering price and hold the Offered Notes on capital account. This summary represents aspects of Australian taxation law and the administrative practice of the Australian Tax Office as in effect on the date of this Information Memorandum and may be subject to change, possibly with retrospective effect. Therefore, this summary should be treated with appropriate caution.

This summary is not exhaustive and does not deal with the position of all classes of Offered Noteholders (including dealers in securities, custodians or other third parties who hold Offered Notes on behalf of any Offered Noteholders). Prospective Offered Noteholders should consult their professional advisors on the tax implications of an investment in the Offered Notes for their particular circumstances. In addition, unless expressly stated, the summary does not consider the Australian tax consequences for persons who hold interests in the Offered Notes through the Austraclear system, The Depository Trust Company, Euroclear, Clearstream, Luxemboug or another clearing system.

Neither the Trustee nor the Manager accepts any responsibility, or makes any representation, as to the tax consequences of investing in the Offered Notes.

12.1 Interest Withholding Tax

An exemption from Australian interest withholding tax imposed under Division 11A of Part III of the Tax Act ("**Australian IWT**") is available in respect of interest that is paid on the Offered Notes issued by the Trustee under section 128F of the Tax Act, if the following conditions are met:

(a) the Trustee is a company as defined in section 128F(9) (which includes certain companies acting as a trustee) and a resident of Australia when it issues those Offered Notes (which must be characterised as either "debt interests" or as "debentures" for the purposes of s128F, and not as an equity interest) and when interest (as defined in section 128A(1AB) of the Tax Act) is paid. Interest is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts;

(b) those Offered Notes are debentures and not equity interests, and are issued in a manner which satisfies the public offer test outlined in section 128F of the Tax Act. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Trustee is offering those Offered Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated financiers, securities dealers or entities that carry on the business of investing in securities;
- offers to 100 or more investors of a certain type;
- offers of listed Offered Notes;
- offers via publicly available information sources; and
- 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 Trustee 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 Trustee (as defined in section 128F(9) of the Tax Act), except as permitted by section 128F(5) of the Tax Act; and

(d) at the time of the payment of interest, the Trustee does not know, or have reasonable grounds to suspect, that the payee is an "associate" of the Trustee (as defined in section 128F(9) of the Tax Act), except as permitted by section 128F(6) of the Tax Act.

Associates

(a) Since the Trustee is a trustee of the Series Trust, the entities that are associates of the Trustee for the purposes of section 128F of the Tax Act include:

- any entity that benefits, or is capable of benefiting, under the Series Trust ("**Beneficiary**"), either directly or through any interposed entities; and
- any entity that is an associate of a company Beneficiary. An associate of a company Beneficiary for these purposes includes (i) a person or entity which 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) the 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 which is an "associate" of another person or company which is an "associate" of the Beneficiary under (i) above.

(b) However, the following are permitted associates for the purposes of the tests in section 128F(5) and 128F(6) of the Tax Act:

(i) onshore associates (ie Australian resident associates who do not acquire or receive any payments under the Offered Notes in the course of carrying on business at or through a permanent establishment outside Australia and non-resident associates who acquire or receive any payments under the Offered Notes in the course of carrying on business at or through a permanent establishment in Australia); or

(ii) offshore associates (ie Australian resident associates who acquire or receive any payments under the Offered Notes in the course of carrying on business at or through a permanent establishment outside Australia and non-resident associates who do not acquire or receive any payments under the Offered Notes in the course of carrying on business at or through a permanent establishment in Australia) who are acting in the capacity of:

(iii) 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 scheme; or

(iv) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

12.2 Compliance with section 128F of the Tax Act

The Trustee intends to issue the Offered Notes in a manner which will satisfy the requirements of section 128F of the Tax Act.

12.3 Tax Treaties

The Australian government has signed a number of new or amended double tax conventions (**New Treaties**) with a number of countries (each, a **Specified Country**) which contain certain exemptions from IWT.

Broadly, the New Treaties effectively prevent interest withholding tax applying to interest derived by:

(a) the government of the relevant Specified Country and certain governmental authorities and agency in the Specified Country; and

(b) a "financial institution" resident in a Specified Country which is unrelated to and dealing wholly independently with the Issuer. The term "financial institution" refers to either a bank or any other 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 this exemption.

Specified Countries include the United States, the United Kingdom, Germany, France, Finland Norway, Japan, New Zealand, South Africa and Switzerland.

The Australian Federal Treasury maintains a listing of Australia's double tax conventions which is available to the public at the Federal Treasury's Department's website.

12.4 Payment of additional amounts

Despite the fact that the Offered Notes are intended to be issued in a manner which will satisfy the requirements of section 128F of the Tax Act, as set out in more detail elsewhere in this Information Memorandum, if the Trustee is at any time compelled or authorised by law to deduct or withhold an amount in respect of any Australian IWT imposed or levied by the Commonwealth of Australia in respect of the Offered Notes, the Trustee is not obliged to pay any additional amounts to the Offered Noteholders of the Offered Notes in respect of such deduction or withholding.

12.5 Other Tax Matters

Under Australian laws as presently in effect:

(a) *income tax - Offered Noteholders that are non-residents of Australia for tax purposes*- assuming the requirements of section 128F of the Tax Act are satisfied with respect to the Offered Notes, payments of principal and interest to a Offered Noteholder, who is a non-resident of Australia and who, during the taxable year, does not hold the relevant Offered Notes in the course of carrying on business at or through a permanent establishment in Australia, will be not subject to IWT; and

(b) *income tax - Australian Offered Noteholders* - Australian residents or non-Australian residents who hold the Offered Notes in the course of carrying on business at or through a permanent establishment in Australia ("**Australian Offered Noteholders**"), will be assessable for Australian tax purposes on income either received or accrued due 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 Offered Noteholder (including whether they are taxed under Taxation of Financial Arrangements Regime) and the terms and conditions of the Offered Notes. Special rules apply to the taxation of Australian residents who hold the Offered Notes in the course of carrying on business at or through a permanent establishment outside Australia which vary depending on the country in which that permanent establishment is located; and

(c) *gains on disposal of Offered Notes - Offered Noteholders that are non-residents of Australia for tax purposes* - a Offered Noteholder who is a non-resident of Australia, will not be subject to Australian income tax on gains realised during that year on sale or redemption of the Offered Notes, provided such gains do not have an Australian source, or, where the non-resident Offered Noteholder is located in a country with which Australia has concluded a double tax convention, those Offered Notes are not held, and the sale and disposal of the Offered Notes does not occur, as part of a business carried on at or through a permanent establishment in Australia. A gain arising on the sale of Offered Notes by a non-Australian resident Offered Noteholder to another non-Australian resident where the Offered Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia should not be regarded as having an Australian source; and

(d) *gains on disposal of Offered Notes - Australian Offered Noteholders* - Australian Offered Noteholders will be required to include any gain or loss on disposal of the Offered Notes in their taxable income. Special rules apply to the taxation of Australian residents who hold the Offered Notes in the course of carrying on business at or through a permanent establishment

outside Australia which vary depending on the country in which that permanent establishment is located; and

(e) *deemed interest* - there are specific rules that can apply to treat a portion of the purchase price of Offered Notes as interest for Australian IWT 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 Offered Noteholder. These rules do not apply in circumstances where the deemed interest would have been exempt under section 128F of the Tax Act if the Offered Notes had been held to maturity by a non-resident.

If the Offered Notes are not issued at a discount and do not have a maturity premium, these rules should not apply to the Offered Notes.

(f) *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;

(g) *stamp duty and other taxes* - no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Offered Notes;

(h) *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, (in certain circumstances) an Australian Business Number ("**ABN**") or proof of some other exception (as appropriate).

Such withholding should not apply to payments to a Offered Noteholder of Offered Notes in registered form who is not a resident of Australia and not holding those Offered Notes in carrying on business at or through a permanent establishment in Australia.

The rate of withholding is currently set at 47%;

(i) *additional withholdings from certain payments to non-residents* - the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current Australian IWT rules or specifically exempt from those rules). 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 possible application of any future regulations to the proceeds of any sale of the Offered Notes will need to be monitored;

(j) *garnishee directions by the Commissioner of Taxation* – the Commissioner may give a direction requiring the Trustee to deduct from any payment to a Offered Noteholder of the Offered Notes any amount in respect of Australian tax payable by the Offered Noteholder. If the Trustee is served with such a direction, then the Trustee will comply with that direction and make any deduction required by that direction;

(k) *supply withholding tax* - payments in respect of the Offered Notes can be made free and clear of any "supply withholding tax"; and

(l) *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 subscriber who is not an Australian resident) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Offered Notes, would give rise to any GST liability in Australia.

12.6 Taxation of trusts

The Australian Government has proposed to amend the rules relating to the taxation of trusts in Division 6 of Part III of the Tax Act. It is not currently expected that the outcome of the Government's reform of the taxation of trusts should adversely affect the tax treatment of the Trust, however, any proposed changes should be monitored.

On 5 May 2016, the *Tax Laws Amendment (New Tax System for Managed Investment Trusts) Act 2016* received Royal Assent (the "**AMIT Act**"). The AMIT Act introduced a new managed investment trust regime with effect from 1 July 2016. These amendments only apply to qualifying attribution managed investment trusts ("**AMIT**"). On the basis of the character of the unitholder of the Trust, it is not expected that the Series Trust would qualify as an AMIT.

The AMIT Act also amended the definition of exempt entities for the purpose of identifying a public unit trust for the purposes of Division 6C of the Tax Act with effect from 1 July 2016 (and repealed Division 6B). Neither of these changes should adversely affect the Trust.

13. SELLING RESTRICTIONS

13.1 Subscription

Pursuant to the Dealer Agreement, each Joint Lead Manager has agreed to use reasonable endeavours to market the Issue to potential investors. The Manager has agreed to reimburse each Joint Lead Manager for certain expenses in connection with the issue of those Offered Notes.

13.2 Australia

Pursuant to the Dealer Agreement, each Joint Lead Manager understands that:

(a) no disclosure document in relation to the Offered Notes has been or will be lodged with, or registered by, the Australian Securities and Investments Commission ("**ASIC**"); and

(b) no action has been taken or will be taken which would permit a public offering of the Offered Notes comprised within the Issue or possession or distribution of this Information Memorandum or any other offering material, or any other material issued by or on behalf of the Manager, the Sponsor or the Trustee, in relation to the Offered Notes comprised within the Issue in any country or jurisdiction where action for that purpose is required.

Pursuant to the Dealer Agreement, each Joint Lead Manager agrees that:

(c) it has not and will not offer directly or indirectly for issue, or invite applications for the issue of any Offered Note or offer any Offered Notes for sale or invite offers to purchase any Offered Note to a person, where the offer or invitation is received by that person in Australia, unless the offer, invitation, sale or delivery is made in compliance with all applicable laws in the applicable jurisdiction and:

(i) either (x) the minimum aggregate consideration payable by each offeree or invitee on acceptance of the offer is at least $500,000 (or its equivalent in an alternate currency) (disregarding moneys lent by the offeror or its associates) or (y) the offer is to a professional investor for the purposes of section 708 of the Corporations Act, or (z) the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act;

(ii) the offer, invitation or issue is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;

(iii) the offer or invitation satisfies all applicable laws and directions and does not require any document to be lodged with, or registered by, ASIC; and

(d) it is not authorised to make, and will not make, any representation or use any information in connection with the issue, subscription and sale of the Offered Notes, other than information on the public record or information contained in any Authorised Statement.

Pursuant to the Dealer Agreement, each Joint Lead Manager agrees that it has not and will not directly or indirectly offer for subscription or purchase, or issue invitations to subscribe for or buy, or sell or deliver any Offered Notes comprised within the Issue in any jurisdiction outside Australia unless the offer, invitation, sale or delivery is made in compliance with all applicable laws in the applicable jurisdiction.

The Trustee has no responsibility to ensure compliance by each Joint Lead Manager with the selling restrictions.

14. TRANSACTION DOCUMENTS AVAILABLE FOR INSPECTION

The following documents (and any amendments to them) will be available for inspection by Noteholders and bona fide prospective Noteholders during business hours at the offices of NAB, Deutsche Bank Sydney, Westpac, Macquarie and ANZ. However, any person wishing to inspect these documents must first enter into an agreement with NAB, ANZ, Deutsche Bank Sydney, Macquarie and Westpac, in a form acceptable to each, not to disclose the contents of these documents without its prior written consent:

Master Trust Deed	A Master Trust Deed dated 9 June 1998 between AB Management Pty. Ltd and Perpetual Trustee Company Limited, as amended.
Notice of Creation of Series Trust	A Notice of Creation of Series Trust dated 13 May 2019 by Perpetual Trustee Company Limited.
Series Supplement	A TORRENS Series 2019-1 Trust Series Supplement dated 7 June 2019 between BEN, AB Management Pty. Ltd and Perpetual Trustee Company Limited.
Security Trust Deed	A Security Trust Deed dated 13 May 2019 between Perpetual Trustee Company Limited as trustee of the Series Trust, P.T. Limited and AB Management Pty. Ltd.
Hedge Agreement	An ISDA Master Agreement dated 7 June 2019 between BEN, NAB, Perpetual Trustee Company Limited as trustee of the Series Trust and AB Management Pty. Ltd.
Redraw Facility Agreement	A Redraw Facility Agreement dated 7 June 2019 between BEN, Perpetual Trustee Company Limited as trustee of the Series Trust and AB Management Pty. Ltd.
Liquidity Facility Agreement	A Liquidity Facility Agreement dated 7 June 2019 between BEN, Perpetual Trustee Company Limited as trustee of the Series Trust and AB Management Pty. Ltd.
Dealer Agreement	A Dealer Agreement dated 7 June 2019 between BEN, Perpetual Trustee Company Limited as trustee of the Series Trust, AB Management Pty. Ltd, ANZ, Deutsche Bank Sydney, Macquarie, NAB and Westpac.

15. GLOSSARY OF TERMS

3 Month Arrears Ratio

This means, in respect of a Determination Date, the amount (expressed as a percentage) calculated as follows:

$$\frac{A}{B}$$

where:

A = the average of the aggregate principal amount outstanding of Housing Loans with Arrears Days of greater than 60 days on the last day of the immediately preceding three Monthly Periods; and

B = the average of the aggregate principal amount outstanding of all Housing Loans on the last day of the immediately preceding three Monthly Periods.

Accrued Interest Adjustment

This is described in Sections 2.6 and 7.4.5

Adjusted Investor Revenues

This is described in Section 7.4.2.

Adjusted Principal Collections

This is described in Section 7.5.1.

Adverse Effect

An event which materially and adversely affects the amount of any payment to be made to any Investor (to the extent that it affects any Investor other than the Servicer and any Related Body Corporate of the Servicer) or materially and adversely affects the timing of such payment.

Aggregate Initial Invested Amount

This is described in Section 2.3.

ANZ

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

Applied Liquidity Amount

This means:

(a) the amount of any Liquidity Shortfall Advance made by the Liquidity Facility Provider; and

(b) any amount applied by the Trustee from the Cash Deposit Account in accordance with the Liquidity Facility Agreement,

as the case may be, and as reduced by any repayment of that amount.

APS 120

This means Prudential Standard APS 120 issued by the Australian Prudential Regulation Authority, including any amendment or replacement of that Prudential Standard.

Arranger

NAB.

Arrears Days

This means in relation to a Housing Loan means the number calculated as follows:

AD = E x 30

where:

AD = the number of Arrears Days in relation to the Housing Loan;

$E = \frac{A - B}{C}$ (rounded down to the nearest whole number);

A = the principal amount outstanding on the Housing Loan (as recorded on the Housing Loan System) as at the commencement of business on the Cut-Off Date for that Housing Loan or the end of a Monthly Period (as the context requires);

B = the lesser of the Scheduled Balance in respect of that Housing Loan and the principal amount outstanding on the Housing Loan, each as recorded on the Housing Loan System as at the commencement of business on the Cut-Off Date for that Housing Loan or the end of a Monthly Period (as the context requires); and

C = the principal and interest due for payment on the last Monthly Anniversary Date in respect of that Housing Loan.

Assets of the Series Trust

All assets of the Series Trust from time to time including:

(a) cash on hand or at a bank to the credit of the Trustee;

(b) investments referable to the Series Trust;

(c) amounts owing to the Trustee by debtors in respect of the Series Trust (excluding any bad or doubtful debts);

(d) income accrued from Housing Loans and from investments referable to the Series Trust to the extent not included above;

(e) any prepayment of expenditure in respect of the Series Trust;

(f) any Housing Loans, related securities and other rights assigned to the Trustee in its capacity as Trustee of the Series Trust (see Section 6.2) on, and subject to, the terms of the Master Trust Deed and the Series Supplement;

(g) the interest of the Trustee in any Hedge Agreement and any credit enhancements relating to the Series Trust;

(h) the benefit of all representations, warranties and undertakings made by any party in favour of the Trustee under the Transaction Documents; and

(i) other property as agreed in writing between the Manager and the Trustee.

Auditor

This is described in Section 10.7.

Authorised Short-Term Investments

This means investments described as such in the Master Trust Deed, but excludes any debt securities which constitute a securitisation exposure or a resecuritisation exposure (as defined in APS 120).

Authorised Statement

This means a statement which is:

(a) contained in, or incorporated by reference in, this Information Memorandum;

(b) a derived statement; or

(c) authorised by BEN or the Manager to be made (such authorisation not to be unreasonably withheld).

Bank Bill Rate

In relation to an Interest Period or an interest period under the Liquidity Facility or the Redraw Facility, the rate for prime bank eligible securities having a tenor of one month as displayed on the Bloomberg Screen BTMM AU Page under the heading "BBSW" at or around 10.30 a.m. (Sydney time) (or such other time as that rate is usually published on the Bloomberg Monitor System) on the first day of that Interest Period or the first occurring Distribution Date during the interest period (as the case may be) and rounded upwards to 4 decimal places. If the initial Interest Period is not equal to one month, or for any other reason the rate cannot be determined in accordance with the foregoing procedures, then the Bank Bill Rate means such rate as is specified by the Manager or the relevant facility provider (as the case may be) having regard to comparable indices then available.

Basic Term Modification

This means an alteration, addition or amendment to the Security Trust Deed or to the terms and conditions of the Notes which has the effect of:

(a) reducing, cancelling, postponing the date of payment, modifying the method for the calculation or altering the order of priority under the Security Trust Deed, of any amount payable in respect of any principal or interest in respect of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes;

(b) altering the currency in which payments under the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes are to be made;

(c) altering the majority required to pass an Extraordinary Resolution under the Security Trust Deed; or

(d) sanctioning any scheme or proposal for the exchange or sale of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes for or the conversion of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes into or the cancellation of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Trustee or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or in consideration of cash.

Basis Swap

This is described in Section 9.1.2.

BEN

Bendigo and Adelaide Bank Limited ABN 11 068 049 178. Any reference in this Information Memorandum to BEN in connection with the Housing Loans is to be construed as a reference to Housing Loans originated by or on behalf of BEN.

Binding Provision

Any provision of the Code of Banking Practice 2013, the Banking Code of Practice 2019, any other code or arrangement binding on BEN or the

	Servicer and any laws applicable to banks or other lenders in the business of making retail home loans.
Business Day	Any day on which banks are open for business in Sydney, Melbourne and Adelaide other than a Saturday, a Sunday or a public holiday in Sydney, Melbourne or Adelaide.
Calculation Period	Calculation Period as defined in the 2006 ISDA Definitions (published by the International Swaps and Derivatives Association, Inc).
Capital Unit	The single capital unit in the Series Trust.
Capital Unitholder	The holder of the Capital Unit.
Cash Deposit	This means, at any time, the balance standing to the credit of the Cash Deposit Account at that time.
Cash Deposit Account	This is described in Sections 7.9 and 9.2.9.
Cash Deposit Period	Each period commencing immediately following the date that the Liquidity Facility Provider makes a deposit into the Cash Deposit Account and ending on the earliest of the date on which the Liquidity Facility Provider obtains the Designated Credit Rating and the termination of the Liquidity Facility Agreement.
Charge	This is described in Section 9.4.1.
Charge-Offs	These are described in Section 7.6.
Charged Property	The Assets of the Series Trust.
Class	This means the Class A Notes, the Class A-R Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Redraw Notes, the Capital Unit or the Income Unit, as the context requires.
Class A Note	These are described in Sections 2 and 4.
Class A Noteholder	The registered holder of a Class A Note, including persons jointly registered.
Class A Refinancing Date First Possible	This means the Distribution Date in June 2024.
Class A Refinancing Date Subsequent	This means if the Class A Notes are not fully redeemed on the Class A Refinancing Date First Possible, any Distribution Date after the Class A Refinancing Date First Possible on which there are Class A Notes outstanding.
Class AB Note	These are described in Sections 2 and 4.
Class AB Noteholder	The registered holder of a Class AB Note, including persons jointly registered.
Class A-R Issue Date	This means the date the Class A-R Notes are issued by the Trustee (being either the Class A Refinancing Date First Possible or a Class A Refinancing Date Subsequent).
Class A-R Note	These are described in Sections 2 and 4.

Class A-R Noteholder	The registered holder of a Class A-R Note, including persons jointly registered.
Class B Note	These are described in Sections 2 and 4.
Class B Noteholder	This means a Noteholder of a Class B Note.
Class C Note	This is described in Sections 2 and 4.
Class C Noteholder	The registered holder of a Class C Note, including persons jointly registered.
Class D Note	This is described in Sections 2 and 4.
Class D Noteholder	The registered holder of a Class D Note, including persons jointly registered.
Class E Note	This is described in Sections 2 and 4.
Class E Noteholder	The registered holder of a Class E Note, including persons jointly registered.
Clean-Up Date	The first Distribution Date occurring after the last day of a Monthly Period on which the aggregate principal outstanding on the Housing Loans when expressed as a percentage of the aggregate principal outstanding on the Housing Loans as at the Closing Date is 10% or less.
Clean-Up Offer	The offer by the Manager on behalf of the Trustee to hold as assets of the Seller Trust the Trustee's entire right, title and interest in the Housing Loans in return for the payment by BEN of the Clean-Up Settlement Price. The circumstances in which this offer is made are described in Section 6.5.10.
Clean-Up Settlement Price	The amount determined by the Manager to be aggregate of the Fair Market Value of each Housing Loan as at the last day of the Monthly Period ending before the date on which the Clean-Up Settlement Price is to be paid.
Closing Date	Means the Issue Date.
Collections	This is described in Section 7.3.1.
Collections Account	This is described in Section 2.7.
Corporations Act	This means the Corporations Act 2001 (Cth).
Custodian Fee	This is described in Section 11.3.
Cut-Off Date	This is described in Section 2.3.
Defaulted Amount	This is described in Section 7.5.6.
Designated Credit Rating	This is described in Section 9.2.9.
Determination Date	The date which is 3 Business Days before each Distribution Date.
Deutsche Bank Sydney	Deutsche Bank AG, Sydney Branch ABN 13 064 165 162.

Distribution Date The 9th day of each month (or if such day is not a Business Day, the next Business Day). The first Distribution Date is 9 July 2019.

Document Transfer Event This is described in Section 11.2.

Eligibility Criteria These are described in Section 6.2.4.

Eligible Depository This means a financial institution which has assigned to it:

(a) by Fitch:

(i) a short term credit rating of not less than F1; or

(ii) a long term credit rating of at least A; and

(b) by S&P:

(i) a short term credit rating of not less than A-2 (if the financial institution does not have any long term credit rating from S&P); or

(ii) a long term credit rating of at least BBB,

and includes the Servicer to the extent that it is rated in this manner.

Excess Investor Revenues This is described in Section 2.7.

Excess Revenue Reserve This means the ledger account of the Collections Account to which amounts are to be deposited from time to time in accordance with Section 7.4.6(o) and Section 7.10.

Excess Revenue Reserve Conditions This is satisfied on a Distribution Date if one or more of the following events has occurred:

(a) the aggregate Stated Amount of the Class E Notes as at each of the immediately three preceding Determination Dates is less than the aggregate Invested Amount of the Class E Notes as at such Determination Date;

(b) the 3 Month Arrears Ratio is greater than 4% as at the immediately preceding Determination Date; and

(c) a Servicer Default is subsisting.

Excess Revenue Reserve Draw Total Expenses This is described in Section 7.4.2.

Excess Revenue Reserve Draw Defaulted Amount This is described in Section 7.5.2.

Excess Revenue Reserve Target Balance This means

(a) in respect of a Distribution Date:

(i) which occurs prior to the Clean-up Date:

(A) if the Excess Revenue Reserve Conditions are satisfied on that Distribution Date, 0.20% of the aggregate of the Invested Amount of the Notes as at the Closing Date; or

(B) if the Excess Revenue Reserve Conditions are not satisfied on that Distribution Date, zero; and

(ii) which occurs on or after the Clean-up Date, infinity; and

(b) on the Maturity Date or the date on which the Invested Amount of the Notes has been reduced to zero, zero,

or, in each case, such other amount notified by the Manager to the Trustee and in respect of which the Manager has issued a Ratings Affirmation Notice.

Extraordinary Expenses This means, in relation to a Monthly Period, any out of pocket Series Trust Expense properly and reasonably incurred by the Trustee in relation to the Series Trust in respect of that Monthly Period but which was not incurred in the ordinary course of business of the Series Trust.

Extraordinary Expense Reserve This means the ledger account of the Collections Account to which amounts are to be deposited from time to time in accordance with Section 7.4.6(p) and Section 7.11.

Extraordinary Expense Reserve Draw This has the meaning set out in Section 7.11.

Extraordinary Expense Reserve Loan This has the meaning set out in Section 7.11.

Extraordinary Expense Reserve Required Balance This means $150,000.

Extraordinary Expense Reserve Provider This means Bendigo and Adelaide Bank Limited (ABN 11 068 049 178).

Fair Market Value In respect of a Housing Loan, means the fair market price for the purchase of that Housing Loan as agreed between the Trustee (acting on expert advice if necessary) and BEN (or, in the absence of agreement, determined by BEN's external auditors) and which reflects the performance status of the Housing Loan. If the price offered to the Trustee in respect of a Housing Loan is at least equal to, or more than, the principal outstanding plus accrued interest in respect of that Housing Loan, the Trustee is entitled to assume that this price represents the Fair Market Value.

Finance Charges These are described in Section 7.3.2.

First Layer of Collateral Securities This means, in respect of a Housing Loan:

(a) the collateral securities from time to time appearing in the records of the Servicer to be intended as security for that Housing Loan;

(b) any Mortgage Insurance Policy relating to that Housing Loan; and

(c) any insurance policy relating to that Housing Loan.

Fitch Fitch Australia Pty Ltd ABN 93 081 339 184.

Fixed Rate Finance Charges These are described in Section 9.1.3.

Fixed/Basis Swap Agreement	This means the ISDA Master Agreement dated on or after the date of the Series Supplement between the Trustee, NAB, the Manager and BEN which sets out the basis for the Basis Swap and the Fixed Rate Swap described in Sections 9.1.2 and 9.1.3.
Fixed Rate Swap	This is described in Section 9.1.3.
Floating Rate Notes	These are described in Section 4.2.2.
Further Advance	This is described in Section 6.5.8.
Genworth	Genworth Financial Mortgage Insurance Company Pty. Ltd. ABN 60 106 974 305.
Gross Liquidity Shortfall	This is described in Section 7.4.2.
GST Act	The A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other related legislation.
Hedge Agreement	This is described in Section 9.1, and includes any ISDA Master Agreement to which the Trustee and the Manager are a party where such agreement is in substitution (in whole or in part) for a Hedge Agreement described in Section 9.1.
Hedge Provider	Any entity described in Section 9.1.1 as a Hedge Provider and includes any other party to a Hedge Agreement other than the Trustee and the Manager.
Hedge Provider Event of Default	This means: (a) an Event of Default where the Hedge Provider is the Defaulting Party (as those terms are defined in the relevant Hedge Agreement); or (b) a Termination Event where the Hedge Provider is the sole Affected Party other than a Termination Event following an Illegality or a Tax Event (as those terms are defined in the relevant Hedge Agreement).
Housing Loan Documents	These are described in Section 6.2.1.
Housing Loan Pool	The pool of Housing Loans to be assigned to, or held by, the Trustee with effect from the Cut-Off Date as specified in each Letter of Offer and as described in Annexure 1.
Housing Loan Rights	These are described in Section 6.2.
Housing Loans	The Housing Loans forming part of the Housing Loan Pool assigned to, or to be assigned to the Trustee.
Income Unit	This is described in Section 10.1.1.
Income Unitholder	The holder of the Income Unit.
Insolvency Event	In relation to a body corporate (other than the Trustee), the happening of any of the following: (a) a winding up order is made in respect of the body corporate;

(b) a liquidator, provisional liquidator, controller (as defined in the Corporations Act) or administrator is appointed in respect of the body corporate or a substantial portion of its assets;

(c) except to reconstruct or amalgamate on terms reasonably approved by the Trustee (or in the case of a reconstruction or amalgamation by the Security Trustee, reasonably approved by the Manager), the body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors;

(d) the body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate on terms reasonably approved by the Trustee or in the case of the Security Trustee, by the Manager or is otherwise wound up or dissolved;

(e) the body corporate is or states that it is insolvent;

(f) as a result of the operation of section 459F(1) of the Corporations Act, the body corporate is taken to have failed to comply with a statutory demand;

(g) the body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;

(h) any writ of execution, attachment, distress or similar process is made, levied or issued against or in relation to a substantial portion of the body corporate's assets and is not satisfied or withdrawn or contested in good faith by the body corporate within 21 days; or

(i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

In relation to the Trustee, means each of the following events:

(a) an application is made to a court (which application is not dismissed or stayed on appeal within 30 days) for an order or an order is made that the Trustee be wound up or dissolved;

(b) an application is made to a court for an order appointing a liquidator, provisional liquidator, a receiver or receiver and manager in respect of the Trustee (which application is not dismissed or stayed on appeal within 30 days), or one of them is appointed, whether or not under an order;

(c) except on terms approved by the Security Trustee, the Trustee enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

(d) the Trustee resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved

by the Security Trustee or is otherwise wound up or dissolved;

(e) the Trustee is or states that it is unable to pay its debts when they fall due;

(f) as a result of the operation of Section 459F(1) of the Corporations Act, the Trustee is taken to have failed to comply with a statutory demand;

(g) the Trustee is or makes a statement from which it may be reasonably deduced by the Security Trustee that the Trustee is, the subject of an event described in Section 459C(2)(b) or Section 585 of the Corporations Act;

(h) the Trustee takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to the Trustee or the board of directors of the Trustee propose to appoint an administrator to the Trustee or the Trustee becomes aware that a person who is entitled to enforce a charge on the whole or substantially the whole of the Trustee's property proposes to appoint an administrator to the Trustee; and

(i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Interest This is described in Section 4.2.

Interest Off-Set Account This is described in Section 6.3.2.

Interest Payment Date This is described in Sections 2.4 and 4.2.2.

Interest Period This is described in Section 4.2.3.

Interest Rate This is described in Section 4.2.4.

Invested Amount In relation to a Note at any given time, means the initial principal amount for that Note on its Issue Date less the aggregate amounts of payments previously made on account of principal to the Noteholders of that Note in accordance with the Series Supplement.

Investor Revenues This has the meaning given to it in Section 7.4.1.

Investors The Noteholders and Unitholders of the Series Trust or, where relevant, the noteholders and beneficiaries of the other trusts constituted under the Master Trust Deed.

Issue An issue or proposed issue (as the context permits) of the Notes on the Closing Date by the Trustee in accordance with the terms of the Master Trust Deed, the Series Supplement and the Dealer Agreement.

Issue Date Has the meaning given to it in Section 2.3.

Joint Lead Managers This means NAB, Deutsche Bank Sydney, Westpac, Macquarie and ANZ.

Loan Agreement In relation to a Housing Loan this means such of the following as evidence the obligation of a Mortgagor to repay that Housing Loan and the other terms of that Housing Loan:

	(a) any agreement (other than a document referred to in paragraph (b)); or (b) the relevant Mortgage, the relevant letter of offer or both, countersigned by, or accepted in writing by, or by the conduct of, the Mortgagor, as such may be amended or replaced from time to time.
Letter of Offer	This is described in Section 6.2.3.
Linked Account	Any Interest Off-Set Account or any other deposit account with BEN, the establishment of which was a condition precedent to the provision by BEN of a Housing Loan.
Liquidity Draw	This is described in Section 7.4.3.
Liquidity Facility	This is described in Section 9.2.
Liquidity Facility Agreement	This is described in Section 14.
Liquidity Facility Interest	In relation to a Distribution Date means the fees and interest due on that Distribution Date pursuant to the terms of the Liquidity Facility Agreement.
Liquidity Facility Limit	This is described in Section 9.2.3.
Liquidity Facility Provider	BEN.
LVR	In relation to a Housing Loan and the land (and property) the subject of the mortgage securing the Housing Loan means at any given time the amount of the Housing Loan then outstanding or if the Housing Loan has not been made at that time, the amount of the then proposed Housing Loan expressed as a percentage of the aggregate value of the land (and property) subject to the mortgage then recorded in the Servicer's records, in accordance with the Servicing Standards, as securing the Housing Loan or where the making of the Housing Loan predates the Servicing Standards, the aggregate value of the land (and property) subject to the mortgage then appearing in the Servicer's records as securing the Housing Loan.
Macquarie	Macquarie Bank Limited ABN 46 008 583 542.
Management Fee	This is described in Section 10.4.5.
Manager	The initial Manager of the Series Trust is AB Management Pty. Ltd. If AB Management Pty. Ltd. is removed or retires as Manager, this expression includes any substitute Manager appointed in its place and the Trustee whilst it is acting as Manager.
Manager Default	This is described in Section 10.4.6.
Margin	The applicable margins over the Bank Bill Rate determined for each relevant Class of Notes as described in Section 4.2.4.
Master Trust Deed	The Master Trust Deed described in Section 14.
Maturity Date	This is described in Sections 2.3 and 4.3.1.
Minimum Fitch Uncollateralised Counterparty Rating	This is as defined in the Interest Rate Swap Agreement.

Monthly Anniversary Date	In relation to a Housing Loan this means the date on which interest is debited to the Mortgagor's Housing Loan account by the Servicer pursuant to the relevant Loan Agreement.
Monthly Period	A period of approximately 1 calendar month. The first Monthly Period commences on (and includes) the Cut-Off Date and ends on (and includes) the last day of the calendar month prior to the calendar month which includes the first Distribution Date. Each subsequent Monthly Period commences on (and includes) the first day after the last day of the previous Monthly Period and ends on (and includes) the last day of the calendar month following the calendar month in which the previous Monthly Period ended. The final Monthly Period is the Monthly Period ending on (but excludes) the Termination Payment Date.
Moody's	Moody's Investors Service Pty Limited ABN 61 003 399 657.
Mortgage Insurance Policies	These are described in Section 8.
Mortgage Insurer	QBE LMI and Genworth.
Mortgagor Break Benefits	Any benefits payable to a mortgagor under the terms of a Housing Loan or as required by law upon and solely in respect of the early termination of a given fixed interest rate relating to all or part of that Housing Loan prior to the scheduled termination of that fixed interest rate.
Mortgagor Break Costs	Any costs payable by a mortgagor upon and solely in respect of the early termination of a given fixed interest rate relating to all or part of a Housing Loan prior to the scheduled termination of that fixed interest rate.
National Credit Code	This means the National Credit Code set out in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth).
NAB	National Australia Bank Limited ABN 12 004 044 937.
National Consumer Credit Protection Laws	This means each of: (a) the NCCP; (b) the National Consumer Credit Protection (Fees) Act 2009 (Cth); (c) the National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009 (Cth) ("**Transitional Act**"); (d) any acts or other legislation enacted in connection with any of the acts set out in paragraphs (a) to (c) above and any regulations made under any of the acts set out in paragraphs (a) - (c) above; and (e) Division 2 of Part 2 of the Australian Securities and Investments Commission Act 2001, so far as it relates to the obligations in respect of an Australian Credit Licence issued under the NCCP.
NCCP	This means the National Consumer Credit Protection Act 2009 (Cth).
Net Collections	This is described in Section 7.5.1.
Net Liquidity Shortfall	This, in relation to a Determination Date, is an amount equal to:

	(a) the Gross Liquidity Shortfall in respect of that Determination Date; less (b) any Excess Revenue Reserve in respect of that Determination Date.
Non-Collection Fee	In respect of a Monthly Period, an amount equal to the aggregate amount of the Waived Mortgagor Break Costs in respect of that Monthly Period.
Note Certificate	This is described in Section 4.7.
Note Factor	At any time and in relation to any Class of Notes, the Stated Amount of that Class of Notes on the last day of the just ended Monthly Period expressed as a percentage of the Stated Amount of that Class of Notes at the Closing Date (or, in respect of the Class A-R Notes only, the Class A-R Issue Date).
Note	This means, as the context requires, a Class A Note, a Class A-R Note, a Class AB Note, a Class B Note, a Class C Note, a Class D Note, a Class E Note or any combination of the foregoing and is described in Sections 2 and 4.
Note 10% Call Option	The right of the Manager to direct the Trustee to redeem the Notes and Redraw Notes as described in Section 4.3.4.
Note Transfer	A transfer and acceptance form for the transfer of a Note in an approved form.
Noteholders	At any time means the person then appearing in the Register as the holder of a Note.
Notice of Creation of Series Trust	This is described in Section 14.
Notional Defaulted Amount Insufficiency	This is described in Section 7.5.2.
Offered Note	This means, as the context requires, a Class A Note, a Class AB Note, a Class B Note, a Class C Note, a Class D Note, a Class E Note or any combination of the foregoing and is described in Sections 2 and 4.
Offered Noteholder	This means a Noteholder of an Offered Note.
Offshore Associate	Means an associate (as defined in section 128F(9) of the Tax Act) of the Trustee or BEN, that is either: (a) a non-resident of Australia that does not acquire the Notes or an interest in the Notes in carrying on a business in Australia at or through a permanent establishment of the associate in Australia; or (b) a resident of Australia that acquires the Notes or an interest in the Notes in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country.
Other Loans	All loans, credit and financial accommodation (other than a Housing Loan) secured by a mortgage which also secures a Housing Loan.

Outstanding Prepayment Amount	The amount standing to the credit of the Collections Account which represents prepayments of Collections by the Servicer.
Penalty Payments	Any: (a) civil or criminal penalty incurred by the Trustee or for which the Trustee is liable under the National Consumer Credit Protection Laws or section 11B of the Land Title Act 1994 (QLD) or section 56C of the Real Property Act 1900 (NSW); (b) money ordered by a court or other judicial, regulatory or administrative body or any other body which may legally bind the Trustee to be paid by the Trustee in relation to any claim against the Trustee under the National Consumer Credit Protection Laws or section 11B of the Land Title Act 1994 (QLD) or section 56C of the Real Property Act 1900 (NSW); or (c) payment by the Trustee, with the consent of the Servicer, in settlement of a liability or alleged liability under the National Consumer Credit Protection Laws or section 11B of the Land Title Act 1994 (QLD) or section 56C of the Real Property Act 1900 (NSW), and includes any legal costs and expenses incurred by the Trustee or which the Trustee is ordered to pay (in each case charged at the usual commercial rates of the relevant legal services provider) in connection with (a) to (c) above.
Perfection of Title Event	This is described in Section 10.2.1.
Permitted Offshore Associate	An associate (as defined in section 128F(9) of the Tax Act) of the Trustee or BEN that holds the Notes in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or a clearing house, custodian, funds manager or responsible entity of a registered scheme.
PPS Register	Means the register of security interests maintained in accordance with the PPSA.
PPSA	This is described in Section 5.24.
Prescribed Period	With respect to any Housing Loan acquired by the Trustee from BEN pursuant to the Letter of Offer, the period of 120 days (including the last day of the period) commencing on the Closing Date.
Prescribed Ratings	These are described in Section 9.1.2.
Pricing Date	This is described in Section 4.2.4.
Principal Collections	This is described in Section 7.5.1.
Principal Draw	This is described in Section 7.4.3.
Privacy Act	The Privacy Act 1988 (Cth).
QBE LMI	QBE Lenders' Mortgage Insurance Ltd ABN 70 000 511 071.
Ratings Affirmation Notice	In relation to an event or circumstances means a notice from the Manager to the Trustee (and copied to the Rating Agencies) confirming that it has notified the Rating Agencies of the event or circumstances and that the Manager is satisfied, taking into account any feedback

	received from the Rating Agencies, that the event or circumstances, as applicable, will not result in a reduction, qualification or withdrawal of the ratings then assigned by the Rating Agencies to the Notes.
Rating Agencies	Fitch and S&P.
Record Date	The date which is 3 Business Days before each Distribution Date.
Recoveries	Amounts recovered in respect of the principal of a Housing Loan that was part (or the whole) of a Defaulted Amount.
Redraw	A Further Advance made by BEN in respect of a Housing Loan which does not result in the Scheduled Balance of that Housing Loan being exceeded by more than 1 scheduled monthly instalment.
Redraw Facility	This is described in Section 9.3.
Redraw Facility Agreement	This is described in Section 14.
Redraw Facility Limit	This is described in Section 9.3.3.
Redraw Facility Provider	BEN.
Redraw Note	This is described in Section 7.5.5.
Redraw Note Amount	This is described in Section 7.5.5.
Redraw Noteholder	The registered holder of a Redraw Note.
Redraw Principal Outstanding	The aggregate of all advances made under the Redraw Facility less the aggregate of the repayments of principal in respect of the Redraw Facility previously made to the Redraw Facility Provider on account of principal.
Register	The register to be kept by the Trustee of the Notes and Units in respect of the Series Trust. The requirements in respect of the Register are described in Section 4.6.
Related Body Corporate	A related body corporate as defined in section 9 of the Corporations Act.
Relevant Investor	This is described in Section 10.9.1.
Remaining Net Liquidity Shortfall	This, in relation to a Determination Date, is an amount equal to: (a) the Gross Liquidity Shortfall in respect of that Determination Date; less (b) any Excess Revenue Reserve Draw Total Expenses in respect of that Determination Date; less (c) any Principal Draw in respect of that Determination Date.
Residential Property	Property that is zoned for residential use by the relevant local council.
Retail Client	This has the same meaning as in section 761G of the Corporations Act.
S&P	Standard & Poor's (Australia) Pty Ltd ABN 62 007 324 852.
S&P Uncollateralised Counterparty Rating	This is as defined in the Interest Rate Swap Agreement.

Scheduled Balance	In respect of a Housing Loan, the amount that would be owing on that Housing Loan if the Housing Loan had been drawn down in full and the borrower had made prior to the date of determination the minimum payments required on the Housing Loan.
Secured Creditors	These are described in Section 9.4.1.
Secured Moneys	The aggregate of all moneys the payment or repayment of which from time to time form part of the obligations and liabilities of the Trustee to the Security Trustee and the Secured Creditors under, arising from or in connection with, the Transaction Documents which are secured under the Security Trust Deed.
Security Trust	The trust created by the Security Trust Deed.
Security Trust Deed	This is described in Section 14.
Security Trustee	P.T. Limited ABN 67 004 454 666 as trustee of the Security Trust.
Seller Collateral Securities	This is described in Section 10.1.2.
Seller Trust	This is described in Section 10.1.2.
Serial Paydown Triggers	This is described in section 7.5.8.
Series Supplement	This is described in Section 14.
Series Trust	The trust known as the TORRENS Series 2019-1 Trust.
Series Trust Expenses	This is described in Section 7.4.7.
Servicer	The initial Servicer is BEN. If BEN is removed or retires as Servicer, this expression includes any substitute Servicer appointed in its place and the Trustee whilst it is acting as Servicer.
Servicer Default	This is described in Section 10.5.4.
Servicer's Fee	This is described in Section 10.5.3.
Servicer Standby Guarantee	This is described in Section 2.7.
Servicing Guidelines	The written guidelines, policies and procedures established by BEN for servicing Housing Loans.
Servicing Standards	The standards and practices set out in the Servicing Guidelines, or where a servicing function is not covered by the Servicing Guidelines, the standards of practice of a prudent lender in the business of making retail home loans.
Settlement Statement	The statement prepared on each Determination Date by the Manager in the form agreed between the Manager and the Trustee.
Sponsor	BEN.
Standard Housing Loan	This is described in Section 6.3.
Standby Swap Provider	NAB.
Stated Amount	The initial face value of a Note, Redraw Note or a class of Notes less the sum of:

(a) the aggregate payments previously made on account of principal to the Noteholder(s) or Redraw Noteholder(s) (as the case may be) of that Note or class of Note; and

(b) the aggregate amount of unreimbursed Charge-Offs against that Note, Redraw Note or class of Note.

Support Facility Any Mortgage Insurance Policies, any Hedge Agreement, the Servicer Standby Guarantee (if any), the Redraw Facility and the Liquidity Facility.

Tax Act This means the Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth), as appropriate.

Termination Date This is described in Section 10.6.1.

Termination Payment Date The Distribution Date declared by the Trustee to be the Termination Payment Date of the Series Trust.

Threshold Mortgage Rate This is described in Section 2.7.

Total Expenses This is described in Section 7.4.6.

Total Investor Revenues This is described in Section 7.4.6.

Total Principal Collections These are described in Section 7.5.1.

Transaction Documents The documents described in Section 14 and any other document agreed by the Manager and the Trustee to be a Transaction Document or specified in the Series Supplement as a Transaction Document.

Transfer Date The day which is 1 Business Day prior to each Distribution Date.

Trustee The initial Trustee is Perpetual Trustee Company Limited ABN 42 000 001 007 as trustee of the Series Trust. If Perpetual Trustee Company Limited ABN 42 000 001 007 is removed or retires as Trustee, the expression includes any substitute trustee appointed in its place.

Trustee Default This is described in Section 10.3.7.

Trustee Fee The monthly fee payable to the Trustee for its trustee services. This is described in Section 10.3.6.

Unit The Capital Unit or the Income Unit in the Series Trust.

Unitholder At any time means the person then appearing in the Register as the holder of a Unit in the Series Trust.

Variable Finance Charges These are described in Section 9.1.2.

Voting Secured Creditor This means:

(a) if any Class A Notes or Class A-R Notes are outstanding:

(i) the Class A Noteholders or the Class A-R Noteholders (as applicable); and

(ii) any Secured Creditors ranking equally or senior to the Class A Noteholders or the Class A-R Noteholders (as determined in accordance with the

order of priority set out in clause 13.1 ("Priority of payments") of the Security Trust Deed);

(b) if Class AB Notes, but no Class A Notes or Class A-R Notes, remain outstanding:

(i) the Class AB Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class AB Noteholders (as determined in accordance with the order of priority set out in clause 13.1 ("Priority of payments") of the Security Trust Deed);

(c) if Class B Notes, but no Class A Notes, Class A-R Notes or Class AB 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 clause 13.1 ("Priority of payments") of the Security Trust Deed);

(d) if Class C Notes, but no Class A Notes, Class A-R Notes, Class AB Notes or Class B 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 clause 13.1 ("Priority of payments") of the Security Trust Deed);

(e) if Class D Notes, but no Class A Notes, Class A-R Notes, Class AB Notes, Class B Notes or Class C 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 clause 13.1 ("Priority of payments") of the Security Trust Deed);

(f) if no Class A Notes, Class A-R Notes, Class AB Notes, Class B Notes, Class C Notes or Class D 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 clause 13.1 ("Priority of payments") of the Security Trust Deed); and

(g) if no Class A Notes, Class A-R Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes remain outstanding, the remaining Secured Creditors.

Waived Mortgagor Break Costs The Mortgagor Break Costs that the Servicer is or was entitled to charge in respect of the Housing Loans but has not charged.

Westpac Westpac Banking Corporation ABN 33 007 457 141.

ANNEXURE 1 - DETAILS OF THE HOUSING LOAN POOL

The data set out in this section has been produced on the basis of the information available in respect of a pool of Housing Loans as at 5 June 2019.

Further information regarding the Housing Loans and BEN's Housing Loan business is contained in Section 6.

Summary of Portfolio	
Number Of Housing Loans:	4,120
Housing Loan Pool Size:	$999,992,464.60
Total Valuation of Properties:	2,467,801,313.00
Average Housing Loan Balance:	$242,716.62
Maximum Housing Loan Balance:	$967,802.61
Minimum Housing Loan Balance:	$15,229.33
Loan Seasoning / Term to Maturity	
Maximum Remaining Term to Maturity in months	349
Weighted Average Remaining Term to Maturity in months	300
Weighted Average Seasoning in months	50
Loan-to-Value Ratio (LVR)	
Maximum Current LVR	89.00%
Weighted Average Original LVR	68.04%
Weighted Average Current LVR	60.74%

Summary of Quarter of Origination

Quarter Of Origination	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
2000Q3	1	340,000.00	130,673.21	38.00%	130,673.21	0.01%
2000Q4	1	400,000.00	17,106.95	19.00%	17,106.95	0.00%
2001Q1	0	0.00	0.00	0.00%	-	0.00%
2001Q2	3	640,000.00	156,358.02	27.49%	52,119.34	0.02%
2001Q3	5	2,225,000.00	328,169.65	36.21%	65,633.93	0.03%
2001Q4	3	674,000.00	183,619.11	32.61%	61,206.37	0.02%
2002Q1	2	384,000.00	199,417.87	54.17%	99,708.93	0.02%
2002Q2	1	1,000,000.00	127,665.68	32.00%	127,665.68	0.01%
2002Q3	5	1,905,000.00	327,092.77	41.33%	65,418.55	0.03%
2002Q4	5	2,286,000.00	320,686.28	35.09%	64,137.26	0.03%
2003Q1	2	985,000.00	173,947.70	25.50%	86,973.85	0.02%
2003Q2	13	3,678,600.00	955,309.58	41.44%	73,485.35	0.10%
2003Q3	6	2,519,500.00	445,781.74	42.37%	74,296.96	0.04%
2003Q4	13	5,661,750.00	1,925,457.81	45.11%	148,112.14	0.19%
2004Q1	17	6,354,000.00	1,698,917.74	37.57%	99,936.34	0.17%
2004Q2	13	3,674,000.00	1,532,123.49	43.26%	117,855.65	0.15%
2004Q3	18	7,666,000.00	3,015,623.79	48.49%	167,534.66	0.30%
2004Q4	23	14,646,500.00	3,669,292.85	39.12%	159,534.47	0.37%
2005Q1	22	6,577,355.00	1,893,001.15	51.49%	86,045.51	0.19%
2005Q2	23	8,943,000.00	2,906,925.30	48.41%	126,388.06	0.29%
2005Q3	19	8,959,771.00	2,093,895.50	45.06%	110,205.03	0.21%
2005Q4	32	16,152,000.00	4,535,939.87	51.82%	141,748.12	0.45%
2006Q1	22	8,869,855.00	2,957,776.03	46.27%	134,444.37	0.30%
2006Q2	60	23,631,500.00	7,530,931.38	51.18%	125,515.52	0.75%
2006Q3	75	36,834,450.00	12,682,966.68	51.90%	169,106.22	1.27%
2006Q4	58	28,851,397.00	10,961,744.15	55.59%	188,995.59	1.10%
2007Q1	59	28,063,000.00	7,733,156.81	53.30%	131,070.45	0.77%
2007Q2	79	35,614,724.00	12,065,604.49	51.09%	152,729.17	1.21%
2007Q3	63	28,614,500.00	10,236,033.91	53.47%	162,476.73	1.02%
2007Q4	30	15,744,381.00	5,182,940.94	55.18%	172,764.70	0.52%
2008Q1	21	9,384,000.00	2,714,424.01	51.44%	129,258.29	0.27%
2008Q2	23	8,499,101.00	3,263,660.41	52.56%	141,898.28	0.33%
2008Q3	15	5,470,500.00	2,043,993.14	61.04%	136,266.21	0.20%
2008Q4	5	1,769,000.00	537,757.14	62.38%	107,551.43	0.05%
2009Q1	9	5,292,000.00	1,529,841.72	52.05%	169,982.41	0.15%
2009Q2	11	6,474,000.00	1,846,937.83	50.02%	167,903.44	0.18%
2009Q3	17	6,891,328.00	2,080,912.63	51.90%	122,406.63	0.21%
2009Q4	30	11,071,000.00	4,725,702.08	57.35%	157,523.40	0.47%
2010Q1	30	12,416,000.00	4,066,591.32	50.84%	135,553.04	0.41%
2010Q2	18	6,591,369.00	2,662,553.69	56.96%	147,919.65	0.27%
2010Q3	20	11,997,500.00	3,433,731.57	52.79%	171,686.58	0.34%
2010Q4	26	12,147,000.00	4,521,660.14	56.95%	173,910.01	0.45%
2011Q1	21	14,410,535.00	4,387,179.83	63.88%	208,913.33	0.44%
2011Q2	19	7,622,050.00	2,264,797.99	57.45%	119,199.89	0.23%
2011Q3	37	18,439,602.00	7,577,427.06	60.47%	204,795.33	0.76%
2011Q4	52	29,006,000.00	8,741,166.34	65.11%	168,099.35	0.87%
2012Q1	36	17,103,908.00	5,822,083.24	60.84%	161,724.53	0.58%
2012Q2	49	19,958,500.00	7,781,105.65	62.95%	158,798.07	0.78%
2012Q3	48	18,069,500.00	6,899,025.10	56.16%	143,729.69	0.69%
2012Q4	38	21,118,700.00	8,366,007.06	61.92%	220,158.08	0.84%
2013Q1	50	23,982,791.00	10,377,320.61	63.73%	207,546.41	1.04%
2013Q2	72	40,450,500.00	16,959,660.27	65.09%	235,550.84	1.70%
2013Q3	67	34,693,509.00	15,151,931.33	64.62%	226,148.23	1.52%
2013Q4	76	34,658,375.00	17,099,045.91	65.88%	224,987.45	1.71%
2014Q1	68	40,272,000.00	16,097,806.67	65.74%	236,732.45	1.61%
2014Q2	73	37,828,000.00	19,111,895.14	66.25%	261,806.78	1.91%
2014Q3	88	57,855,205.00	22,359,274.70	61.63%	254,082.67	2.24%
2014Q4	76	40,049,357.00	17,744,903.03	62.95%	233,485.57	1.77%
2015Q1	43	24,171,000.00	10,749,491.57	65.32%	249,988.18	1.07%
2015Q2	83	48,418,855.00	19,585,960.40	61.64%	235,975.43	1.96%
2015Q3	111	60,135,893.00	29,778,134.26	63.81%	268,271.48	2.98%
2015Q4	115	74,375,238.00	32,473,353.87	63.20%	282,376.99	3.25%
2016Q1	75	56,534,185.00	21,654,921.02	64.55%	288,732.28	2.17%
2016Q2	156	102,997,939.00	42,241,471.58	62.09%	270,778.66	4.22%
2016Q3	160	106,643,941.00	43,222,931.95	62.96%	270,143.32	4.32%
2016Q4	250	162,672,941.00	66,974,600.16	63.17%	267,898.40	6.70%
2017Q1	183	118,454,277.00	48,872,344.28	61.71%	267,061.99	4.89%
2017Q2	140	93,720,183.00	43,628,546.21	62.59%	311,632.47	4.36%
2017Q3	202	146,989,975.00	61,485,754.04	60.37%	304,384.92	6.15%
2017Q4	292	207,578,896.00	87,032,143.27	59.78%	298,055.29	8.70%
2018Q1	223	163,117,949.00	72,997,646.61	61.69%	327,343.71	7.30%
2018Q2	319	246,573,428.00	103,138,609.32	59.98%	323,318.52	10.31%
TOTAL	**4,120**	**2,467,801,313**	**999,992,465**	**60.74%**	**242,716.62**	**100.00%**

Summary of Geographic Distribution

Region	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
South Australia						
Metro	607	278,000,454.00	117,121,234.67	62.97%	192,950.96	11.71%
Non Metro	139	57,360,500.00	23,682,417.27	62.57%	170,377.10	2.37%
Northern Territory						
Metro	18	9,655,000.00	2,621,298.60	57.63%	145,627.70	0.26%
Non Metro	4	1,350,000.00	642,390.74	52.28%	160,597.69	0.06%
New South Wales						
Metro	952	754,732,332.00	289,421,818.76	57.27%	304,014.52	28.94%
Non Metro	306	177,023,185.00	71,093,955.37	60.79%	232,333.19	7.11%
Victoria						
Metro	644	414,041,020.00	177,434,211.16	60.05%	275,518.96	17.74%
Non Metro	198	95,255,533.00	38,502,673.52	63.27%	194,457.95	3.85%
Queensland						
Metro	327	181,144,345.00	77,181,982.88	63.80%	236,030.53	7.72%
Non Metro	353	184,826,595.00	73,482,857.04	63.61%	208,166.73	7.35%
Western Australia						
Metro	389	217,588,407.00	86,340,283.33	62.11%	221,954.46	8.63%
Non Metro	54	25,842,485.00	11,672,188.49	65.97%	216,151.64	1.17%
Tasmania						
Metro	13	5,590,000.00	2,555,716.73	66.59%	196,593.59	0.26%
Non Metro	19	9,070,962.00	3,593,224.20	63.84%	189,117.06	0.36%
Australian Capital Territory						
Metro	97	56,320,495.00	24,646,211.84	63.97%	254,084.66	2.46%
Non Metro	0	0.00	0.00	0.00%	-	0.00%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Balance Outstanding

Current Loan Balance	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
$0 to $50,000	426	131,145,618.00	14,078,296.86	47.61%	33,047.65	1.41%
$50,000.01 to $100,000	545	207,101,779.00	42,030,136.57	46.61%	77,119.52	4.20%
$100,000.01 to $150,000	542	238,559,988.00	68,620,266.77	50.63%	126,605.66	6.86%
$150,000.01 to $200,000	536	269,718,041.00	93,578,623.84	56.98%	174,586.98	9.36%
$200,000.01 to $250,000	448	257,514,525.00	101,362,155.42	58.97%	226,254.81	10.14%
$250,000.01 to $300,000	355	216,355,035.00	97,598,364.38	62.13%	274,924.97	9.76%
$300,000.01 to $350,000	280	189,529,659.00	90,814,579.89	63.20%	324,337.79	9.08%
$350,000.01 to $400,000	268	200,937,207.00	100,650,762.56	63.87%	375,562.55	10.07%
$400,000.01 to $450,000	184	154,981,946.00	77,966,635.39	64.32%	423,731.71	7.80%
$450,000.01 to $500,000	123	104,870,329.00	58,389,732.76	64.28%	474,713.27	5.84%
$500,000.01 to $550,000	123	116,733,450.00	64,401,169.47	67.33%	523,586.74	6.44%
$550,000.01 to $600,000	122	132,199,728.00	69,964,127.39	64.82%	573,476.45	7.00%
$600,000.01 to $650,000	58	62,697,117.00	36,314,176.51	65.61%	626,106.49	3.63%
$650,000.01 to $700,000	29	43,987,437.00	19,520,105.76	61.87%	673,107.10	1.95%
$700,000.01 to $750,000	23	36,110,356.00	16,699,662.65	60.78%	726,072.29	1.67%
Greater than $750,000	58	105,359,098.00	48,003,668.38	59.31%	827,649.45	4.80%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Current Loan to Value Ratio

Current LVR (%)	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
0 to 10	68	41,035,834.00	3,066,563.91	7.65%	45,096.53	0.31%
11 to 15	65	49,687,250.00	6,608,213.83	13.83%	101,664.83	0.66%
16 to 20	71	31,867,999.00	7,614,148.36	17.91%	107,241.53	0.76%
21 to 25	114	75,848,562.00	16,461,231.66	22.89%	144,396.77	1.65%
26 to 30	172	108,814,913.00	27,094,111.25	28.34%	157,523.90	2.71%
31 to 35	178	114,305,813.00	32,995,182.96	33.03%	185,366.20	3.30%
36 to 40	235	164,292,723.00	50,285,108.64	38.04%	213,979.19	5.03%
41 to 45	246	156,883,094.00	54,816,431.19	43.27%	222,831.02	5.48%
46 to 50	264	173,068,324.00	63,583,330.05	48.13%	240,845.95	6.36%
51 to 55	277	160,920,581.00	63,718,779.26	52.98%	230,031.69	6.37%
56 to 60	368	214,586,960.00	87,451,069.49	58.24%	237,638.78	8.75%
61 to 65	428	274,653,239.00	115,191,468.56	63.13%	269,138.95	11.52%
66 to 70	477	274,287,790.00	128,040,701.68	68.10%	268,429.14	12.80%
71 to 75	575	328,662,746.00	166,284,286.15	72.88%	289,190.06	16.63%
76 to 80	307	166,925,420.00	90,018,749.20	78.13%	293,220.68	9.00%
81 to 85	216	101,389,287.00	64,553,543.97	83.01%	298,859.00	6.46%
86 to 90	59	30,570,778.00	22,209,544.44	87.19%	376,432.96	2.22%
91 to 95	0	0.00	0.00	0.00%	-	0.00%
96 to 100	0	0.00	0.00	0.00%	-	0.00%
Over 100	0	0.00	0.00	0.00%	-	0.00%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Year of Maturity

Year of Maturity	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
2021	0		0.00			
2022	2	975,000.00	125,453.33	53.50%	62,726.67	0.01%
2023	5	2,150,000.00	518,196.35	31.32%	103,639.27	0.05%
2024	4	1,800,000.00	122,131.55	47.21%	30,532.89	0.01%
2025	11	4,365,000.00	869,663.03	44.07%	79,060.28	0.09%
2026	12	5,918,957.00	996,760.03	34.98%	83,063.34	0.10%
2027	14	5,886,000.00	1,141,998.07	34.84%	81,571.29	0.11%
2028	28	13,126,261.00	2,971,045.21	42.08%	106,108.76	0.30%
2029	40	21,235,500.00	6,115,591.29	41.63%	152,889.78	0.61%
2030	47	20,996,385.00	6,548,928.38	51.73%	139,338.90	0.65%
2031	48	21,103,010.00	6,758,083.11	51.09%	140,793.40	0.68%
2032	48	24,918,113.00	6,709,450.22	47.97%	139,780.21	0.67%
2033	44	17,208,500.00	5,363,459.55	44.68%	121,896.81	0.54%
2034	60	32,266,340.00	9,244,937.19	48.32%	154,082.29	0.92%
2035	101	42,079,944.00	12,930,617.68	48.08%	128,025.92	1.29%
2036	219	97,637,692.00	36,108,566.45	52.66%	164,879.30	3.61%
2037	265	121,971,246.00	41,538,497.18	54.68%	156,749.05	4.15%
2038	106	50,717,156.00	17,943,174.04	54.72%	169,275.23	1.79%
2039	70	26,562,500.00	11,669,363.84	61.87%	166,705.20	1.17%
2040	109	61,375,865.00	20,382,155.15	57.61%	186,992.25	2.04%
2041	146	79,698,687.00	29,010,782.01	61.43%	198,703.99	2.90%
2042	226	111,606,292.00	44,642,657.48	61.69%	197,533.88	4.46%
2043	251	134,648,050.00	59,643,880.29	64.92%	237,625.02	5.96%
2044	271	151,344,432.00	68,207,467.13	65.80%	251,688.07	6.82%
2045	318	194,003,264.00	88,709,893.52	63.97%	278,961.93	8.87%
2046	502	353,166,596.00	144,637,660.88	62.93%	288,122.83	14.46%
2047	641	456,786,987.00	198,566,579.60	61.86%	309,776.26	19.86%
2048	532	414,253,536.00	178,515,472.04	61.03%	335,555.40	17.85%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Property Ownership Type

Loan Purpose	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Owner Occupied	3,303	2,030,151,327.00	794,481,929.48	60.57%	240,533.43	79.45%
Investment	817	437,649,986.00	205,510,535.12	61.38%	251,542.88	20.55%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Amortisation Type

Payment Type	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Principal & Interest	3,917	2,314,112,016.00	925,263,242.64	60.49%	236,217.32	92.53%
Interest Only	203	153,689,297.00	74,729,221.96	63.85%	368,124.25	7.47%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Mortgage Insurer Distribution

Mortgage Insurer	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
QBE	525	220,135,432.00	99,343,597.82	65.32%	189,225.90	9.93%
Genworth	734	319,363,837.00	149,707,553.54	69.30%	203,961.24	14.97%
Insurable	2,861	1,928,302,044.00	750,941,313.24	58.42%	262,475.12	75.09%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Product

Loan Type	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Standard Housing Loan						
Variable	3,274	2,001,657,599.00	792,109,136.05	60.06%	241,939.26	79.21%
Fixed 1 year	113	63,228,236.00	27,173,775.22	64.68%	240,475.89	2.72%
Fixed 2 year	230	124,293,100.00	59,908,222.57	63.91%	260,470.53	5.99%
Fixed 3 year	355	201,796,996.00	90,086,104.46	63.54%	253,763.67	9.01%
Fixed 4 year	15	11,659,000.00	4,114,568.43	62.11%	274,304.56	0.41%
Fixed 5 year	133	65,166,382.00	26,600,657.87	60.10%	200,004.95	2.66%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Origination Channel

Ledger	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Retail	0	0.00	0.00	0.00%	-	0.00%
Wholesale	4,120	2,467,801,313.00	999,992,464.60	60.74%	242,716.62	100.00%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Current Interest Rate

Interest Rate Band	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
0.00% - 4.00%	1,312	946,049,569.00	377,877,099.18	60.79%	288,016.08	37.79%
4.00% - 5.00%	2,170	1,259,163,917.00	517,577,812.04	61.44%	238,515.12	51.76%
5.00% - 6.00%	530	224,404,862.00	89,847,730.75	58.27%	169,524.02	8.98%
6.00% - 7.00%	74	27,713,965.00	10,729,450.41	50.99%	144,992.57	1.07%
7.00% - 8.00%	34	10,469,000.00	3,960,372.22	46.24%	116,481.54	0.40%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Arrears

Days in Arrears	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
0 Days	4,120	2,467,801,313.00	999,992,464.60	60.74%	242,716.62	100.00%
1 to 30 Days	0	0.00	0.00	0.00%	-	0.00%
31 to 60 Days	0	0.00	0.00	0.00%	-	0.00%
61 to 90 Days	0	0.00	0.00	0.00%	-	0.00%
91+ Days	0	0.00	0.00	0.00%	-	0.00%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Loan Seasoning

Months of Seasoning	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
3 months or less	0	0.00	0.00	0.00%	-	0.00%
4 to 6 months	0	0.00	0.00	0.00%	-	0.00%
7 to 9 months	0	0.00	0.00	0.00%	-	0.00%
10 to 12 months	155	124,530,771.00	51,357,971.13	59.44%	331,341.75	5.14%
13 to 15 months	299	217,191,552.00	96,982,521.08	61.44%	324,356.26	9.70%
16 to 18 months	274	197,865,861.00	81,854,272.31	59.13%	298,738.22	8.19%
19 to 21 months	223	163,953,816.00	69,613,627.11	61.20%	312,168.73	6.96%
22 to 24 months	179	123,000,494.00	53,071,807.16	60.71%	296,490.54	5.31%
25 to 30 months	400	260,219,185.00	109,236,674.63	62.93%	273,091.69	10.92%
31 to 36 months	330	222,066,741.00	90,296,890.82	62.50%	273,626.94	9.03%
37 to 42 months	222	148,056,701.00	62,505,295.65	63.27%	281,555.39	6.25%
43 to 48 months	193	115,299,667.00	51,897,165.49	63.64%	268,897.23	5.19%
49 to 54 months	130	71,021,546.00	30,784,433.37	63.26%	236,803.33	3.08%
55 to 60 months	160	95,808,428.00	39,666,970.71	63.27%	247,918.57	3.97%
More than 60 months	1,555	728,786,551.00	262,724,835.14	57.74%	168,954.88	26.27%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Income Type

Income Verification Type	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Verified Income	4,120	2,467,801,313.00	999,992,464.60	60.74%	242,716.62	100.00%
Stated Income	0	0.00	0.00	0.00%	-	0.00%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Term Remaining

Repayment Type	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Interest Only Term Remaining						
1 year or less	79	54,067,388.00	27,359,173.37	62.30%	346,318.65	2.74%
1 to 2 years	53	41,536,109.00	17,085,498.07	61.75%	322,367.89	1.71%
2 to 3 years	39	35,423,500.00	15,418,167.44	67.01%	395,337.63	1.54%
3 to 4 years	17	13,702,300.00	7,464,934.03	59.04%	439,113.77	0.75%
4 to 5 years	6	4,805,000.00	2,553,245.92	73.29%	425,540.99	0.26%
5 to 6 years	4	643,000.00	2,205,000.00	75.66%	551,250.00	0.22%
6 to 7 years	3	1,500,000.00	1,600,841.83	64.19%	533,613.94	0.16%
7 to 8 years	2	2,012,000.00	1,042,361.30	77.78%	521,180.65	0.10%
Principal & Interest Term Remaining						
1 year or less	0	0.00	0.00	0.00%	-	0.00%
1 to 5 years	7	3,125,000.00	643,649.68	35.64%	91,949.95	0.06%
5 to 10 years	84	38,130,718.00	7,948,891.05	39.77%	94,629.66	0.79%
10 to 15 years	232	109,557,008.00	31,994,839.57	47.61%	137,908.79	3.20%
15 to 20 years	746	338,768,378.00	117,158,148.11	53.09%	157,048.46	11.72%
20 to 25 years	863	438,653,695.00	180,006,728.53	62.99%	208,582.54	18.00%
25 to 30 years	1,985	1,385,877,217.00	587,510,985.70	62.20%	295,975.31	58.75%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

Summary of Term Remaining

Rate Type	No. of Accounts	Total Security Valuation	Total Loan Balance	Weighted Average LVR	Average Loan Balance	% by Loan Balance
Fixed Term Remaining						
1 year or less	391	218,190,210.00	97,492,474.72	63.91%	249,341.37	9.75%
1 to 2 years	228	123,965,107.00	57,101,520.55	62.33%	250,445.27	5.71%
2 to 3 years	193	107,564,397.00	47,249,010.67	64.00%	244,813.53	4.72%
3 to 4 years	28	14,869,000.00	4,827,040.88	56.01%	172,394.32	0.48%
4 to 5 years	6	1,555,000.00	1,213,281.73	66.27%	202,213.62	0.12%
5 Years or greater	0	0.00	0.00	0.00%	-	0.00%
Variable Term Remaining						
1 year or less	0	0.00	0.00	0.00%	-	0.00%
1 to 5 years	3	215,000.00	118,418.44	37.76%	39,472.81	0.01%
5 to 10 years	68	31,035,968.00	6,060,023.00	39.04%	89,117.99	0.61%
10 to 15 years	175	82,975,510.00	23,225,895.02	45.66%	132,719.40	2.32%
15 to 20 years	541	244,957,271.00	85,215,340.41	53.40%	157,514.49	8.52%
20 to 25 years	682	341,257,471.00	137,982,564.65	62.55%	202,320.48	13.80%
25 to 30 years	1,805	1,301,216,379.00	539,506,894.53	61.33%	298,895.79	53.95%
30 years or greater	0	0.00	0.00	0.00%	-	0.00%
TOTAL	**4,120**	**2,467,801,313.00**	**999,992,464.60**	**60.74%**	**242,716.62**	**100.00%**

DIRECTORY

BEN
Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550

Manager
AB Management Pty. Ltd.
Level 8
80 Grenfell Street
Adelaide SA 5000

Trustee
Perpetual Trustee Company Limited
Level 18
123 Pitt Street
Sydney NSW 2000

Security Trustee
P.T. Limited
Level 18
123 Pitt Street
Sydney NSW 2000

Arranger and Joint Lead Manager
National Australia Bank Limited
Level 25
255 George Street
Sydney NSW 2000

Joint Lead Manager
Australia and New Zealand Banking Group Limited ANZ Tower
242 Pitt Street
Sydney NSW 2000

Joint Lead Manager
Deutsche Bank AG, Sydney Branch
Level 16
Deutsche Bank Place
Corner of Hunter and Phillip Streets
Sydney NSW 2000

Joint Lead Manager
Macquarie Bank Limited
Level 1
50 Martin Place
Sydney NSW 2000

Joint Lead Manager
Westpac Banking Corporation
Level 2
Westpac Place
275 Kent Street
Sydney NSW 2000

Solicitors to BEN and the Manager
King & Wood Mallesons
Level 61, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000