

## FOR ELECTRONIC DISTRIBUTION OF THE INFORMATION MEMORANDUM

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### IMPORTANT NOTICE

THIS 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 Information Memorandum (“**Information Memorandum**”), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Information Memorandum. In accessing the 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 Information Memorandum. The 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 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 Information Memorandum to be published in due course. Investors should not subscribe for or purchase securities except on the basis of information in the Information Memorandum. Copies of the 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 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 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 IS ONLY BEING DISTRIBUTED TO AND IS DIRECTED ONLY AT PERSONS WHO ARE (A) OUTSIDE OF THE UNITED KINGDOM; OR (B) WITHIN THE UNITED KINGDOM, AND WHO ARE (I) NOT A RETAIL CLIENT AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF THE DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE “**EUWA**”) OR (II) NOT A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (THE “**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 THE DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA OR (III) A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2 OF REGULATION (EU) 2017/1129 AS IT FORMS PART OF THE DOMESTIC LAW OF THE UNITED KINGDOM BY VIRTUE OF THE EUWA (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”). THE INFORMATION MEMORANDUM MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THE INFORMATION MEMORANDUM RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

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 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 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.

**Confirmation of your Representation:** The Information Memorandum is being sent at your request and by accepting the electronic transmission and accessing the Information Memorandum, you shall be deemed to have represented to AMP Bank Limited (ABN 15 081 596 009) that (a) you have understood and agree to the terms set out herein, (b) you consent to delivery of the Information Memorandum by electronic transmission, (c) you are not a U.S. person (within the meaning of Regulation S under the Securities Act or the U.S. Risk Retention Rules) or acting for the account or benefit of a U.S. person, and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia, (d) if you are a person in the United Kingdom, then you are a person who (i) is an investment professional within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "FPO") or (ii) is a high net worth entity falling within Article 49(2)(a) to (d) of the FPO (all such persons together being referred to as relevant persons); (e) if you are a person in Australia you are a (i) sophisticated investor, (ii) a professional investor or (iii) a person in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act and (f) if you are a person in a Member State of the European Economic Area, you understand and agree that only the Class A Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes are being offered to you pursuant to this Information Memorandum. In the United Kingdom, this Information Memorandum must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Information Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

You are reminded that the Information Memorandum has been delivered to you on the basis that you are a person into whose possession the 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 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 Issuer in such jurisdiction.

The 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 Westpac Banking Corporation (ABN 33 007 457 141), Commonwealth Bank of Australia (ABN 48 123 123 124), Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162), MUFG Securities Americas Inc. (ARBN 612 562 008), National Australia Bank Limited (ABN 12 004 044 937) nor AMP Bank Limited (ABN 15 081 596 009) nor any person who controls any of such managers 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 Information Memorandum distributed to you in electronic format herewith and the hard copy version available to you on request from Westpac Banking Corporation, Commonwealth Bank of Australia, Deutsche Bank AG, Sydney Branch, MUFG Securities Americas Inc., National Australia Bank Limited or AMP Bank Limited.

**Information Memorandum**

**Progress 2024-2 Trust**

Issuance of

**A\$1,000,000,000**

**Mortgage Backed Securities**

**INFORMATION MEMORANDUM**

*Ratings*

A\$920,000,000 Class A Notes  
“AAAsf” by Fitch Australia Pty Ltd  
“AAA(sf)” by S&P Global Ratings Australia Pty Ltd

A\$39,200,000 Class AB Notes  
“AAAsf” by Fitch Australia Pty Ltd  
“AAA(sf)” by S&P Global Ratings Australia Pty Ltd

A\$16,600,000 Class B Notes  
“AA(sf)” by S&P Global Ratings Australia Pty Ltd

A\$10,700,000 Class C Notes  
“A(sf)” by S&P Global Ratings Australia Pty Ltd

A\$4,800,000 Class D Notes  
“BBB(sf)” by S&P Global Ratings Australia Pty Ltd

A\$4,400,000 Class E Notes  
“BB(sf)” by S&P Global Ratings Australia Pty Ltd

A\$4,300,000 Class F Notes  
Not rated

**AMP BANK LIMITED**

Originator and Servicer

**WESTPAC BANKING CORPORATION**

Arranger

**COMMONWEALTH BANK OF AUSTRALIA**

**DEUTSCHE BANK AG, SYDNEY BRANCH**

**MUFG SECURITIES AMERICAS INC.**

**NATIONAL AUSTRALIA BANK LIMITED**

**WESTPAC BANKING CORPORATION**

Joint Lead Managers

**29 October 2024**

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### **Debt Instruments not Liabilities of the Originator**

The Notes do not represent deposits or other liabilities of AMP Bank Limited or any other member of the AMP Group.

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

Neither AMP Bank Limited nor any associate of AMP Bank Limited in any way stands behind the capital value or performance of the Notes or the Assets of the Trust except to the limited extent provided in the Transaction Documents.

None of AMP Bank Limited, the Trustee, the Trust Manager, the Security Trustee, the Servicer, the Originator, the Seller, the Disposing Trustee, the Redraw Facility Provider, the Interest Rate Swap Provider, the Arranger or the Joint Lead Managers (collectively the “**Parties**”) guarantees the payment of interest or the repayment of principal due on the Notes.

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## IMPORTANT NOTICE

This Information Memorandum (“**Information Memorandum**”) relates solely to a proposed issue of Class A Notes, Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (the “**128F Notes**” and the “**Notes**”) by Perpetual Trustee Company Limited (ABN 42 000 001 007) in its capacity as trustee (the “**Trustee**”) of the Progress 2024-2 Trust (the “**Trust**”).

This 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 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 Information Memorandum.

It is only a summary of the terms and conditions of the Notes and does not purport to contain all the information a person considering investing in the Notes may require. The definitive terms and conditions of the Notes and the Trust are contained in the Transaction Documents, which should be reviewed by any intending purchaser. 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 viewed by intending purchasers at the office of the Trust Manager referred to in the Directory at the back of this Information Memorandum and at such other office as may be reasonably requested by an intending purchaser and agreed by the Trust Manager.

This 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.

### Terms and Definitions

References in this Information Memorandum to various parties and documents are explained in Sections 1 (“*Summary of the Issue*”) and 17 (“*Transaction Documents*”). Unless defined elsewhere, all other terms used in this Information Memorandum are defined in the Glossary of Terms in Section 18 (“*Glossary of Terms*”).

### Responsibility for Information

The Trust Manager has requested and authorised the distribution of this Information Memorandum and has sole responsibility for its accuracy.

Other than as stated above, none of AMP Bank Limited (ABN 15 081 596 009) (the “**Originator**”, the “**Seller**”, the “**Servicer**”, the “**Basis Swap Provider**” and the “**Redraw Facility Provider**”), the Trustee, P.T. Limited (ABN 67 004 454 666) (the “**Security Trustee**”), Perpetual Trustee Company Limited as trustee of the Progress Warehouse Trust No. 3 (the “**Disposing Trustee**”), Westpac Banking Corporation (ABN 33 007 457 141) (an “**Arranger**” and a “**Joint Lead Manager**”), Commonwealth Bank of Australia (ABN 48 123 123 124), Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162), MUFG Securities Americas Inc. (ARBN 612 562 008) and National Australia Bank Limited (ABN 12 004 044 937) (each a “**Joint Lead Manager**” and together, the “**Joint Lead Managers**”) or any of their respective Related Parties or Associates (each as defined in the Corporations Act), or 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 any previous, accompanying or subsequent material or presentation.

Except for having checked their respective names and addresses in the Directory at the back of this Information Memorandum and Section 11 (“*The Originator and the Mortgage Loans*”) in respect of the Originator, none of the Originator, the Servicer, the Seller, the Trustee, the Security Trustee, the

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Disposing Trustee, the Redraw Facility Provider, the Arranger and the Joint Lead Managers have authorised, been involved in the preparation of, caused the issue of, or have any responsibility for, any part of this Information Memorandum.

Commonwealth Bank of Australia, Sydney Branch, Deutsche Bank AG, Sydney Branch, MUFG Securities Americas Inc., National Australia Bank Limited and Westpac Banking Corporation (in any capacity) have no responsibility to or liability for and do not owe any duty to any person who purchases or intends to purchase Notes in respect of this transaction, including without limitation in respect of:

- (a) the admission to listing and/or trading of any of the Notes;
- (b) the preparation and 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
- (c) the accuracy or completeness of any information contained in this Information Memorandum and has not separately verified the information contained in this 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 Information Memorandum or any other information supplied in connection with the Notes.

No recipient of this Information Memorandum can assume that any person referred to in it has conducted any investigation or due diligence concerning, or has carried out or will carry out any independent audit of, or has independently verified or will verify, the information contained in this Information Memorandum.

### **Preparation Date**

This Information Memorandum has been prepared based on information available and facts and circumstances known to the Trust Manager as at 29 October 2024 (the “**Preparation Date**”). The Trust Manager has prepared and authorised the distribution of this Information Memorandum and has accepted sole responsibility for the information contained in it.

The delivery of this Information Memorandum, or any offer or issue of Notes, at any time after the Preparation Date does not imply, nor should it 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 Trust, the Trustee, the Trust 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.

No one undertakes to review the financial condition or affairs of the Trustee or the Trust at any time or to keep a recipient of this Information Memorandum or Note Holder informed of changes in, or matters arising or coming to their attention which may affect, anything referred to in this Information Memorandum.

Neither the Trust Manager nor any other person accepts any responsibility to purchasers of the Notes or intending purchasers of the Notes to update this Information Memorandum after the Preparation Date with regard to information or circumstances which come to its attention after the Preparation Date.

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

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## Authorised Material

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

## Intending Purchasers to make Independent Investment Decision

This Information Memorandum is not intended to be, and does not constitute, a recommendation by the Originator, the Servicer, the Trust Manager, the Trustee, the Disposing Trustee, the Redraw Facility Provider, the Security Trustee, the Arranger or the Joint Lead Managers 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 of:
  - (i) the terms of the Notes, including reviewing the Transaction Documents; and
  - (ii) the financial condition, affairs and creditworthiness of the Trust and the Parties, after taking all appropriate advice from qualified professional persons; and
- (b) base any investment decision on the investigation and advice referred to in paragraph (a) and not on this Information Memorandum.

None of the Originator, the Servicer, the Seller, the Trust Manager, the Trustee, the Security Trustee, the Disposing Trustee, the Redraw Facility Provider, the Interest Rate Swap Provider, the Arranger or the Joint Lead Managers or their respective Related Parties or Associates (each as defined in the Corporations Act) guarantees the payment or repayment of any moneys owing to Note Holders or any interest or principal in respect of the Notes, nor do they make any statement (including, without limitation, any representation) with respect to income tax or other taxation consequences of any investment in or holding of Notes or the receipt of any amounts thereunder.

## EU Securitisation Regulation

On the Closing Date and thereafter for so long as any Notes remain outstanding, AMP Bank Limited will, as an “originator”, as such term is defined for the purposes of Regulation (EU) 2017/2402 (as amended, the “**EU Securitisation Regulation**”), retain, on an ongoing basis, a material net economic interest of not less than 5% in this securitisation transaction in accordance with the Article 6(1) of the EU Securitisation Regulation (as in effect on the Closing Date) (the “**EU Retention**”). As at the Closing Date, the EU Retention will comprise of a pool of randomly selected exposures equivalent to 5% of the nominal value of the securitised exposures, where such non-securitised exposure would otherwise have been securitised in this securitisation transaction, provided that the number of potentially securitised exposures is not less than 100 at origination, as provided for in Article 6(3)(c) of the EU Securitisation Regulation.

AMP Bank Limited will undertake to retain such material net economic interest and will give further undertakings with respect to the EU Retention as summarised in Section 2.30 (“*Securitisation Regulation Rules*”) in this Information Memorandum. Any change in the manner in which the EU Retention is held will be notified to the Note Holders.

See Section 2.30 (“*Securitisation Regulation Rules*”) for further details.

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## **UK Securitisation Regulation**

On the Closing Date and thereafter for so long as any Notes remain outstanding, AMP Bank Limited will, as an “originator”, as such term is defined for the purposes of Regulation (EU) 2017/2402 as it forms part of the domestic law of the United Kingdom (“**UK**”), by operation of the European Union (Withdrawal) Act 2018 (as amended, the “**EUWA**”) (the “**UK Securitisation Regulation**”), retain, on an ongoing basis, a material net economic interest of not less than 5% in this securitisation transaction in accordance with Article 6(1) of the UK Securitisation Regulation (in each case as in effect on the Closing Date) (the “**UK Retention**”). As at the Closing Date, the UK Retention will comprise of a pool of randomly selected exposures equivalent to 5% of the nominal value of the securitised exposures, where such non-securitised exposure would otherwise have been securitised in this securitisation transaction, provided that the number of potentially securitised exposures is not less than 100 at origination, as provided for in Article 6(3)(c) of the UK Securitisation Regulation.

AMP Bank Limited will undertake to retain such material net economic interest and will give further undertakings with respect to the UK Retention as summarised in Section 2.30 (“*Securitisation Regulation Rules*”) in this Information Memorandum. Any change in the manner in which the UK Retention is held will be notified to the Note Holders.

See Section 2.30 (“*Securitisation Regulation Rules*”) for further details.

## **Japanese due diligence and retention rules**

On 15 March 2019 the Japanese Financial Services Agency 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 (the “**Rules**”). The Rules became applicable to such Japanese financial institutions from 31 March 2019.

AMP Bank Limited (as Originator) will undertake to retain a material net economic interest of not less than 5% of the securitised exposures as at the Closing Date which interest will be comprised of certain randomly selected exposures held on the balance sheet of the Originator (the “**Retained Pool**”). As at the Closing Date, the Retained Pool will comprise of more than 100 randomly selected exposures and bear similar characteristics to the securitised exposures in accordance with the Japanese due diligence and retention rules published by JFSA. On each Determination Date after the Closing Date, upon becoming aware that the Retained Pool has amortised below 5% of the securitised exposures on that date, AMP Bank Limited will increase the randomly selected exposures held on its balance sheet such that the Retained Pool at that time will be not less than 5% of the securitised exposures at that time. AMP Bank Limited confirms that the material net economic interest will not be subject to credit-risk hedging.

AMP Bank Limited (as Originator) makes no statement or representation in relation to the application of the Rule to the proposed issue of, or any investment in, the Notes or and any other transaction contemplated by this Information Memorandum or compliance with the Rule and in particular the regulatory capital consequences under the Rule for any person who invests in or holds any interest in Notes.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Rule; (ii) as to the sufficiency of the information described in the Information Memorandum and (iii) as to the compliance with the Rule in respect of the transactions contemplated by this Information Memorandum. None of the Trustee, AMP Bank Limited or any other party to a Transaction Document makes any representation that the information described in this Information Memorandum is sufficient in all circumstances for such purposes.

See Section 2.32 (“*Japanese Due Diligence and Retention Rules*”) for further details.



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## U.S. Risk Retention

The risk retention rules set out in Section 15G of the Securities Exchange Act of 1934 of the United States of America (as amended) as added by Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the “**U.S. Risk Retention Rules**”) came into effect on 24 December 2016 with respect to transactions such as the transaction described in this Information Memorandum, and generally require the “securitizer” of a “securitization transaction” to retain at least 5 per cent. of the “credit risk” of “securitized assets”, as such terms are defined for purposes of the U.S. Risk Retention Rules, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain.

### **The Originator does not undertake to retain at least 5 per cent. of the credit risk of the Mortgage Loans for the purposes of the U.S. Risk Retention Rules.**

See Section 2.31 (“*U.S. Risk Retention*”) for further details.

## Offering restrictions

This Information Memorandum is not 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 Investment Commission under the Corporations Act as each offer for the issue, and invitation to apply for the issue, and any offer for sale of, and any invitation for offers to purchase, the Notes and to a person under this Information Memorandum:

- (a) will be for a minimum amount payable, by each person on acceptance of the offer or application (as the case may be) of at least A\$500,000 (calculated in accordance with both section 708(9) of the Corporations Act and regulation 7.1.18 of the Corporations Regulations 2001 (Cth)); or
- (b) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act and is not made to a Retail Client.

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).

The distribution of this Information Memorandum and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Parties do not represent that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any application, registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Parties which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Information Memorandum or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Information Memorandum and the offer and sale of Notes in Australia (see Section 16 (“*Subscription and Sale*”)).

If a jurisdiction requires that an offering of any Notes be made by a licensed broker or dealer and the Arranger or the Joint Lead Managers, or any affiliates of the Arranger or the Joint Lead Managers, are licensed brokers or dealers in that jurisdiction, such offering shall be deemed to be made by the Arranger or the Joint Lead Managers, or any such affiliates in such jurisdiction.

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## Limited Recovery

The liability of the Trustee to make payments in respect of the Notes is limited to its right of indemnity from the Assets of the Trust. Except in the case of, and to the extent that the Trustee's right of indemnification against Assets of the Trust is reduced as a result of fraud, negligence or wilful default (as further described in Section 7.1(h) ("*The Trustee*")), no rights may be enforced against the personal assets of the Trustee by any person and no proceedings may be brought against the Trustee except to the extent of the Trustee's right of indemnity and reimbursement out of the Assets of the Trust. Other than in the exception previously mentioned, the personal assets of the Trustee are not available to meet payments of interest or principal on the Notes.

The liability of the Trustee is limited in the manner set out in Section 7.1(h) ("*The Trustee*"). Furthermore, the liability of the Security Trustee is limited in the manner set out in Sections 2.12 ("*Master Security Trust Deed*") and 8.5 ("*Protection of Security Trustee*").

## Disclosure

Each of the Joint Lead Managers discloses that, in addition to the arrangements and interests, each Joint Lead Manager will or may have with respect to the Trust Manager, the Disposing Trustee, AMP Bank Limited (in any capacity) and Perpetual Trustee Company Limited (in its capacity as trustee of the Trust) (together, the "**Group**") as described in this Information Memorandum (the "**Transaction Document Interests**"), each Joint Lead Manager and each of their respective Related Entities and employees (each, a "**Relevant Entity**"):

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

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

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

- (i) each Relevant Entity will or may from time to time have the Transaction Document Interests and may from time to time have the Note Interests and is, and from time to time may be, involved in a broad range of transactions including, without limitation, banking, dealing in financial products, credit, derivative and liquidity transactions, investment management, corporate and investment banking and research (the "**Other Transactions**") in various capacities in respect of any member of the Group or any other person, both on the Relevant Entity's own account and for the account of other persons (the "**Other Transaction Interests**");
- (ii) each Relevant Entity in the course of its business (whether with respect to the Transaction Document Interests, the Note Interests, the Other Transaction Interests or otherwise) may act independently of any other Relevant Entity;
- (iii) 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 Joint Lead Managers to relevant members of the Group as set out in the Transaction Documents and, in particular, no Relevant Entity owes advisory (except as expressly set out in the Transaction Documents) or (except in the case of the Trustee and the Security Trustee in accordance with the Transaction Documents) fiduciary duty to any person;
- (iv) 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

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acquire the Notes and which may or may not be publicly available to potential investors (“**Relevant Information**”);

- (v) 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;
- (vi) each Relevant Entity may have various potential and actual conflicts of interest arising in the course of its business, including in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests. For example, the exercise of rights against a member of the Group arising from the Transaction Document Interests (for example, by a dealer, an arranger, an interest rate swap provider or a 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 (for example, as a Note Holder) may seek to exercise any rights it may have in that capacity. These interests may conflict with the interests of the Group or a Note Holder, and the Group or a Note Holder 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 Note Holders 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;
- (vii) each Relevant Entity may even purchase the Notes for its 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; and
- (viii) 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.

### **Offshore Associates not to acquire the 128F Notes**

128F Notes must be issued in accordance with certain prescribed conditions set out in section 128F of the Australian Tax Act to ensure that interest (as defined in section 128A(1AB) of the Australian Tax Act) paid on those 128F Notes will not be subject to Australian interest withholding tax. One of the prescribed conditions is that the Issuer must not know or have reasonable grounds to suspect that a 128F Note, or an interest in a 128F Note, was being, or would later be, acquired directly or indirectly by “**Offshore Associates**” (as defined in Section 14 (“*Taxation Considerations*”) below) of the Trustee as the Issuer, other than in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant 128F Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme. The purchase by an Offshore Associate of any 128F Notes could, unless an exception applies, result in the entire issue failing the public offer test in section 128F of the Australian Tax Act. Accordingly, the 128F Notes must not be acquired by any Offshore Associate of the Trustee as the Issuer, unless an exception applies (see Section 14 (“*Taxation Considerations*”) below). For these purposes, an Offshore Associate of the Trustee is defined broadly and includes, but is not limited to, any entity that benefits, or is capable of benefiting under, the Trust (a “Beneficiary”), either directly or

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indirectly through interposed entities, and any entity that is an associate of a Beneficiary. Any investor who believes that it may be affiliated with or related to any of the above-mentioned entities or who otherwise believes it may be an Offshore Associate of the Trustee, should make appropriate enquiries before investing in any 128F Notes.

The Joint Lead Managers have undertaken not to offer any 128F Notes issued by the Trustee if any officers, employees or agents of the Joint Lead Managers involved in making the offer, invitation or sale knew, or has reasonable grounds to suspect, that the 128F Note or an interest in the 128F Note was being or would be acquired by an Offshore Associate of the Trustee.

### **Australian Financial Services Licence**

Perpetual Trustee Company Limited has obtained an Australian financial services licence under part 7.6 of the Corporations Act (Australian financial services licence No. 236643). Perpetual Trustee Company Limited has appointed P.T. Limited to act as its authorised representative under that licence (Authorised Representative No. 266797).

### **Debt Instruments not Liabilities of the Arranger or Joint Lead Managers**

The Notes do not represent deposits or other liabilities of Commonwealth Bank of Australia, Deutsche Bank AG, Sydney Branch, MUFG Securities Americas Inc., National Australia Bank Limited or Westpac Banking Corporation (in each case, in any capacity) or any of their respective Associates.

### **Repo-eligibility**

An application will be made by the Trust Manager to the Reserve Bank of Australia (“**RBA**”) to have the Class A Notes and Class AB Notes classified as eligible securities for the purpose of repurchase agreements with the RBA (“**repo-eligibility**”).

If the Trust 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 Notes and Class AB Notes as required by the RBA, then the Class A Notes and Class AB 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 Trust Manager for repo-eligibility in respect of the Class A Notes or Class AB Notes (whether made before or after the new criteria are implemented by the RBA) will be successful, or that the Class A Notes and Class AB Notes will continue to be repo-eligible even if they are eligible in relation to their initial issue. If Class A Notes and Class AB Notes are repo-eligible at any time, Note Holders should be aware that relevant disclosures may be made by the Trust Manager to investors and potential investors in Class A Notes and Class AB Notes from time to time in such form as determined by the Trust Manager as it sees fit.

### **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 Trust Manager has determined, and hereby notifies all relevant persons (as defined in Section 309(A)(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 MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### **Notice to investors in Singapore**

By accepting this Information Memorandum, if you are an investor in Singapore, you: (I) represent and warrant that you are either (1) an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA; or (2) an accredited investor (as defined in Section 4A of the SFA) pursuant to

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and in accordance with the conditions specified in Section 275 of the SFA, and (II) agree to be bound by the limitations and restrictions described therein.

### **Benchmark Amendments**

If, at any time, a Permanent Discontinuation Trigger occurs with respect to the Applicable Benchmark Rate that applies to the Notes at that time and the Trust Manager determines that amendments to any Transaction Documents are necessary to give effect to the application of the applicable Fallback Rate as contemplated by Section 5.2(g) (“*Permanent Discontinuation Fallback*”) (“**Benchmark Amendments**”), the parties to the relevant Transaction Documents may make such Benchmark Amendments as may be necessary to give effect to the application of the applicable Fallback Rate without the requirement of any approval from the Secured Creditors, provided that such Benchmark Amendments may only take effect on or after the Permanent Fallback Effective Date in respect of the Permanent Discontinuation Trigger for the Applicable Benchmark Rate. In relation to making any Benchmark Amendments, the Trustee will act at the direction of the Trust Manager and the Security Trustee will agree to any Benchmark Amendments agreed to by the Trustee.

None of the Trust Manager, the Trustee, the Security Trustee or any other party to the Transaction Documents have any liability to any Note Holder for either any determination of any Fallback Rate in accordance with Section 5.2(g) (“*Permanent Discontinuation Fallback*”) or the execution or application of any Benchmark Amendments made in accordance with the procedures described above.

### **Notice to investors in the European Economic Area**

This Information Memorandum is not a prospectus for the purposes of Regulation (EU) 2017/1129 (as amended) (the “**EU Prospectus Regulation**”). This Information Memorandum has been prepared on the basis that any offer of Notes in the European Economic Area will be made only to a person or entity qualifying as a qualified investor (as defined in Article 2 of the EU Prospectus Regulation) (an “**EU Qualified Investor**”). Accordingly any person making or intending to make an offer in the European Economic Area of Notes which are the subject of the offering contemplated in this Information Memorandum may only do so to one or more EU Qualified Investors. None of AMP Bank Limited, the Trust Manager, the Trustee, any of the Arranger nor any of the Joint Lead Managers has authorised, nor do they authorise, the making of any offer of Notes in the European Economic Area other than to one or more EU 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 EEA Retail Investor in the European Economic Area. For these purposes, an “**EEA Retail Investor**” means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended “**MiFID II**”); (ii) a customer within the meaning of Directive (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 an EU Qualified Investor; and the expression “offer” includes the communication in any form and 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 subscribe for the Notes. 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 EEA Retail Investors in the European Economic Area has been prepared and therefore offering or selling the Notes or otherwise making them available to any EEA Retail Investor in the European Economic Area may be unlawful under the EU PRIIPS Regulation.

Solely for the purpose of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) 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 manufacturers’ 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

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or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

### **Notice to investors in the United Kingdom**

This Information Memorandum is not a prospectus for the purposes of the UK Prospectus Regulation (as defined below). This 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 Information Memorandum may only do so to one or more UK Qualified Investors. None of AMP Bank Limited, the Trust Manager, the Trustee, any of the Arranger nor any of the Joint Lead Managers 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. For these purposes, a **"UK Retail Investor"** means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Commission Delegated Regulation (EU) 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA and as amended; or (ii) a customer within the meaning of the provisions of the United Kingdom Financial Services and Markets Act 2000 (as amended, the **"FSMA"**) and any rules or regulations made under the FSMA (such rules and regulations as amended) 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 of the United Kingdom by virtue of the EUWA and as amended (**"UK MiFIR"**); or (iii) not a UK Qualified Investor. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended) as it forms part of the domestic law of the United Kingdom by virtue of the EUWA and as amended (the **"UK PRIIPS Regulation"**) for offering or selling the Notes or otherwise making them available to UK Retail Investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any UK Retail Investor in the United Kingdom may be unlawful under the UK PRIIPS Regulation.

In the United Kingdom, this 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 Information Memorandum may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as **"UK Relevant Persons"**). This 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 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.

In this Information Memorandum, the expression **"UK Prospectus Regulation"** means 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.

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: (i) 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 UK MiFIR; and (ii) 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 manufacturers' 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

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respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

**Notice to U.S. investors**

The Notes have not been registered under the U.S. Securities Act of 1933 ("**Securities Act**") or any U.S. securities laws. 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" within the meaning of Rule 902(k) of Regulation S under the Securities Act ("**U.S. Person**") at any time except pursuant to an exemption from the registration requirements of the Securities Act.

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# PROGRESS 2024-2 TRUST

## 1. Summary of the Issue

### 1.1 The Parties

<i>Trustee and Issuer</i>	Perpetual Trustee Company Limited as trustee of the Progress 2024-2 Trust
<i>Trust Manager</i>	Priority One Agency Services Pty Limited
<i>Servicer, Custodian</i>	AMP Bank Limited
<i>Originator, Seller</i>	AMP Bank Limited
<i>Permitted Originator</i>	AMP Bank Limited Priority One Financial Services Limited AMP Finance Limited (formerly known as GIO Finance Limited) AMP GBS Limited (formerly known as GIO Building Society Limited) GIO General Limited AMP Personal Investment Services Limited (formerly known as GIO Personal Investment Services Limited)
<i>Mortgage Insurer</i>	Helia Insurance Pty Limited
<i>Basis Swap Provider</i>	AMP Bank Limited
<i>Redraw Facility Provider</i>	AMP Bank Limited
<i>Security Trustee</i>	P.T. Limited as trustee of the Progress 2024-2 Security Trust
<i>Disposing Trustee</i>	Perpetual Trustee Company Limited as trustee of the Disposing Trust
<i>Designated Rating Agencies</i>	Fitch Australia Pty Ltd S&P Global Ratings Australia Pty Ltd
<i>Arranger</i>	Westpac Banking Corporation
<i>Joint Lead Managers</i>	Commonwealth Bank of Australia Deutsche Bank AG, Sydney Branch MUFG Securities Americas Inc. National Australia Bank Limited Westpac Banking Corporation

## 1.2 Description of the Notes

<p><b><i>General Information</i></b></p>	<p>The Trustee will issue multi-class, mortgage backed, secured, limited recourse, amortising, floating rate debt securities, part or all representing the “Notes”. The Notes may be redeemed by the Trustee on a Call Option Date in accordance with the Call Option.</p> <p>The Notes are issued with the benefit of, and subject to, the Master Trust Deed, the Series Notice, the Master Security Trust Deed and the General Security Deed.</p>
<p><b><i>Classes of Notes</i></b></p>	<p>The following seven separate classes of Notes will initially be issued by the Trustee:</p> <ul style="list-style-type: none"> <li>(a) Class A Notes;</li> <li>(b) Class AB Notes;</li> <li>(c) Class B Notes;</li> <li>(d) Class C Notes;</li> <li>(e) Class D Notes;</li> <li>(f) Class E Notes; and</li> <li>(g) Class F Notes.</li> </ul> <p>The Trust Manager may also direct the Trustee from time to time to issue Redraw Notes.</p> <p>The Notes within a class rank pari passu with each other in respect of the payment of Coupon and repayment of principal both before and after the occurrence of an Event of Default and enforcement of the Security. For further detail, see Sections 1.3 (“<i>Coupon on the Notes</i>”) and 1.4 (“<i>Principal Payments</i>”).</p>
<p><b><i>Rating</i></b></p>	<p>It is a condition precedent to the issue of the Notes that each Designated Rating Agency confirms that, upon issue, the Class A Notes are expected to be rated “AAAsf” by Fitch and “AAA(sf)” by S&amp;P, the Class AB Notes are expected to be rated “AAAsf” by Fitch and “AAA(sf)” by S&amp;P, the Class B Notes are expected to be rated “AA(sf)” by S&amp;P, the Class C Notes are expected to be rated “A(sf)” by S&amp;P, the Class D Notes are expected to be rated “BBB(sf)” by S&amp;P, the Class E Notes are expected to be rated “BB(sf)” by S&amp;P and the Class F Notes will not be rated.</p> <p>It is a condition precedent to each issue of the Redraw Notes that such issue will not have an Adverse Rating Effect.</p>

	The rating of the Notes should be evaluated independently from similar ratings on other types of notes or securities. A rating is not a recommendation to buy, sell or hold securities, nor does it comment as to principal prepayments, market price or the suitability of securities for particular investors. A rating may be changed, suspended or withdrawn at any time by the relevant Designated Rating Agency.
<b><i>Use of Proceeds</i></b>	On the Closing Date, the proceeds of the issue of the Notes (after establishing the Liquidity Reserve Account) will be applied by the Trustee towards acquiring Mortgage Loans and their Related Securities.
<b><i>Initial Invested Amount of the Notes</i></b>	The aggregate Initial Invested Amount of the Notes is A\$1,000,000,000.  The aggregate Initial Invested Amount of: <ul style="list-style-type: none"> <li>(a) the Class A Notes is A\$920,000,000;</li> <li>(b) the Class AB Notes is A\$39,200,000;</li> <li>(c) the Class B Notes is A\$16,600,000;</li> <li>(d) the Class C Notes is A\$10,700,000;</li> <li>(e) the Class D Notes is A\$4,800,000;</li> <li>(f) the Class E Notes is A\$4,400,000; and</li> <li>(g) the Class F Notes is A\$4,300,000.</li> </ul>
<b><i>Issue Price</i></b>	The Notes will be issued at par.
<b><i>Additional Notes</i></b>	No further Class A Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes may be issued after the initial issue. Subject to certain conditions, Redraw Notes may be issued by the Trustee at the direction of the Trust Manager from time to time.
<b><i>Pricing Date</i></b>	17 October 2024.
<b><i>Closing Date</i></b>	29 October 2024, or such other date as the Trust Manager, Trustee and the Joint Lead Managers agree.
<b><i>Business Day Convention</i></b>	The Modified Following Business Day Convention will apply to all dates on which payments are due to be made.

<b><i>Call Option</i></b>	<p>The Trustee must, if so directed by the Trust Manager (and at the election of the Trust Manager), redeem all, and not some only, of the Notes on a Call Option Date by not more than 40 nor less than 30 Business Days' notice.</p> <p>The Trust Manager must not direct the Trustee to so redeem Notes unless it is in a position on the relevant Call Option Date:</p> <p>(a) either:</p> <p>(i) to repay the then Invested Amount of such Notes plus any accrued but unpaid interest at that time; or</p> <p>(ii) where the Notes will be redeemed for an amount less than that set out in paragraph (a), an Extraordinary Resolution of the Note Holders has been obtained in respect of such redemption; and</p> <p>(b) to discharge all its liabilities in respect of amounts which are required under the Master Security Trust Deed and the Series Notice to be paid in priority to or equally with the Notes as if the Deed of Charge in respect of the Trust were enforced.</p>
<b><i>Call Option Date</i></b>	A Call Option Date will be each Payment Date on which the aggregate Unpaid Balance of the Mortgage Loans, expressed as a percentage of the aggregate Unpaid Balance of the Mortgage Loans at the Closing Date, is equal to or less than 10%.
<b><i>Final Maturity Date</i></b>	The Final Maturity Date of all Notes will be the Payment Date occurring in August 2055.
<b><i>Payment Date</i></b>	The 12 <sup>th</sup> day of each month commencing in December 2024, subject to the Modified Following Business Day Convention.
<b><i>Determination Date</i></b>	Three Business Days before each Payment Date.
<b><i>Collection Period</i></b>	Collection Period means the period from (and including) the first day of a month up to (and including) the last day of that month provided that the first Collection Period will commence on (and include) the Closing Date and end on (and include) the last day of the month immediately preceding the first Payment Date.
<b><i>Cut-Off Date</i></b>	30 September 2024.

<b><i>Denomination</i></b>	The Notes will be issued in denominations of A\$1,000. The Notes will be issued in minimum parcels of A\$500,000.
<b><i>Register of Note Holders</i></b>	The Trustee must keep an up-to-date register of Note Holders. The Trustee must enter the names and addresses of the Note Holders in the register together with additional information as required under the Master Trust Deed and the Series Notice.
<b><i>Austraclear</i></b>	Following issue, it is intended that the Notes will be lodged with Austraclear.
<b><i>Selling restrictions</i></b>	The offering, sale and delivery of the Notes and the distribution of this Information Memorandum and other material in relation to the Notes, are subject to restrictions as may apply in any jurisdiction in connection with the offering and sale of the Notes. See Section 16 (“ <i>Subscription and Sale</i> ”) below.
<b><i>Section 128F</i></b>	The Trustee intends to issue the 128F Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.
<b><i>Listing</i></b>	The Trust Manager may, in its sole discretion, apply for listing of the Class A Notes and Class AB Notes on the ASX.

### 1.3 Coupon on the Notes

<b><i>Coupon Rate</i></b>	<p>The Coupon Rate in respect of a Class A Note and for a Coupon Period will be equal to the aggregate of:</p> <ul style="list-style-type: none"> <li>(a) the BBSW Rate at that time as determined on the Interest Determination Date;</li> <li>(b) the Margin for the Class A Note; and</li> <li>(c) if the Coupon Period commences on or after the first Call Option Date, the Step Up Margin.</li> </ul>
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	<p>The Coupon Rate in respect of a class of Notes (other than a Class A Note) and for a Coupon Period will be equal to the aggregate of:</p> <p>(a) the BBSW Rate at that time as determined on the Interest Determination Date; and</p> <p>(b) the Margin for that class of Notes.</p> <p>The first Coupon Rate for each class of Notes will be set on the Closing Date and will be equal to the aggregate of the BBSW Rate at that time as determined on the Interest Determination Date plus the relevant Margin for that class of Notes.</p>
<b><i>Coupon Period</i></b>	The period commencing on (and including) a Payment Date and ending on (but excluding) the next Payment Date, except that the first Coupon Period will commence on (and include) the Closing Date and end on (but exclude) the first Payment Date.
<b><i>Margin</i></b>	<p>The Margin applicable to:</p> <p>(a) the Class A Notes will be 1.05% per annum;</p> <p>(b) the Class AB Notes will be 1.50% per annum;</p> <p>(c) the Class B Notes will be 1.70% per annum;</p> <p>(d) the Class C Notes will be 1.85% per annum;</p> <p>(e) the Class D Notes will be 2.00% per annum;</p> <p>(f) the Class E Notes will be 4.10% per annum; and</p> <p>(g) the Class F Notes will be 5.40% per annum.</p>
<b><i>Step Up Margin</i></b>	<p>The Step Up Margin applicable to the Class A Notes will be 0.25% per annum.</p> <p>There will be no Step Up Margin for the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Redraw Notes.</p>
<b><i>Coupon Payments</i></b>	Coupon on the Notes is payable in arrears on each Payment Date.



<p><b><i>Calculation of Coupon on a Payment Date</i></b></p>	<p>Coupon for each Note will be calculated for each Coupon Period based on:</p> <ul style="list-style-type: none"> <li>(a) the Coupon Rate for that class of Notes for that Coupon Period; multiplied by</li> <li>(b) the: <ul style="list-style-type: none"> <li>(i) subject to paragraph (ii) below, Invested Amount for that Note (or in the case of the Class B Notes, Class C Notes, Class D Notes, the Class E Notes and the Class F Notes only, the relevant Stated Amount) on the first day of that Coupon Period; or</li> <li>(ii) Stated Amount for that Note if the Stated Amount for that Note is zero; multiplied by</li> </ul> </li> <li>(c) the number of actual days in that Coupon Period, divided by 365,</li> </ul> <p>rounded to the nearest cent.</p> <p>If a calculation of a Coupon Rate in respect of a class of Notes and a Coupon Period produces a rate of less than zero percent, the Coupon Rate in respect of that class of Notes for that Coupon Period will be zero percent.</p>
<p><b><i>Entitlement to Coupon</i></b></p>	<p>Coupon will only be paid on a Payment Date to Note Holders whose names appear in the Register of Note Holders on the Determination Date prior to that Payment Date.</p>
<p><b><i>No Overdue or Default Interest</i></b></p>	<p>No overdue or default interest is payable on any Coupon which is not paid in full on the relevant Payment Date.</p>
<p><b><i>Stated Amount Reduced to Zero</i></b></p>	<p>Coupon will accrue on the Stated Amount of a Note while the Stated Amount in respect of that Note is reduced to zero.</p>

<b><i>Payment of Coupon</i></b>	<p>Both before and after the occurrence of an Event of Default and enforcement of the Security, in respect of the payment of Coupon:</p> <ul style="list-style-type: none"> <li>(a) the Class A Notes rank ahead of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;</li> <li>(b) the Class AB Notes rank after the Class A Notes, and ahead of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;</li> <li>(c) the Class B Notes rank after the Class A Notes and the Class AB Notes and ahead of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;</li> <li>(d) the Class C Notes rank after the Class A Notes, the Class AB Notes and the Class B Notes and ahead of the Class D Notes, the Class E Notes and the Class F Notes;</li> <li>(e) the Class D Notes rank after the Class A Notes, the Class AB Notes, the Class B Notes and the Class C Notes and ahead of the Class E Notes and the Class F Notes;</li> <li>(f) the Class E Notes rank after the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes and the Class D Notes and ahead of the Class F Notes; and</li> <li>(g) the Class F Notes rank after 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,</li> </ul> <p>in order of payment.</p> <p>If any Redraw Notes are issued, they will rank pari passu with the Class A Notes, and ahead of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes for payment of Coupon both before and after the occurrence of an Event of Default and enforcement of the Security.</p>
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#### 1.4 Principal Payments

<b><i>Principal Payments</i></b>	Principal Collections received in respect of the Mortgage Loans held by the Trust will be applied, on each Payment
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	<p>Date in accordance with the Cashflow Allocation Methodology.</p> <p>Before the occurrence of an Event of Default and enforcement of the Security:</p> <p>(a) where the Stepdown Conditions are not satisfied on the Determination Date immediately preceding a Payment Date:</p> <ul style="list-style-type: none"> <li>(i) first, towards the Class A Notes in repayment of principal in respect of the Class A Notes pari passu and rateably amongst them until the Stated Amount of the Class A Notes is reduced to zero;</li> <li>(ii) second, towards the Class AB Notes in repayment of principal in respect of the Class AB Notes pari passu and rateably amongst them until the Stated Amount of the Class AB Notes is reduced to zero;</li> <li>(iii) third, towards the Class B Notes in repayment of principal in respect of the Class B Notes pari passu and rateably amongst them until the Stated Amount of the Class B Notes is reduced to zero;</li> <li>(iv) fourth, towards the Class C Notes in repayment of principal of the Class C Notes pari passu and rateably amongst them until the Stated Amount of the Class C Notes is reduced to zero;</li> <li>(v) fifth, towards the Class D Notes in repayment of principal of the Class D Notes pari passu and rateably amongst them until the Stated Amount of the Class D Notes is reduced to zero;</li> <li>(vi) sixth, towards the Class E Notes in repayment of principal of the Class E Notes pari passu and rateably amongst them until the Stated Amount of the Class E Notes is reduced to zero; and</li> <li>(vii) seventh, towards the Class F Notes in repayment of principal of the Class F Notes pari passu and rateably amongst them until the Stated Amount of the Class F Notes is reduced to zero; and</li> </ul> <p>(b) where the Stepdown Conditions are satisfied on the relevant Determination Date, the balance of any available principal on any Payment Date will then be divided into:</p>
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	<ul style="list-style-type: none"> <li>(i) the Class A Note Allocated Principal on that Determination Date;</li> <li>(ii) the Class AB Note Allocated Principal on that Determination Date;</li> <li>(iii) the Class B Note Allocated Principal on that Determination Date;</li> <li>(iv) the Class C Note Allocated Principal on that Determination Date;</li> <li>(v) the Class D Note Allocated Principal on that Determination Date;</li> <li>(vi) the Class E Note Allocated Principal on that Determination Date; and</li> <li>(vii) the Class F Note Allocated Principal on that Determination Date,</li> </ul> <p>each of which will be distributed as follows:</p> <ul style="list-style-type: none"> <li>(viii) the relevant Class A Note Allocated Principal will be applied towards the Class A Notes in repayment of principal in respect of the Class A Notes, pari passu and rateably amongst themselves until the Stated Amount of the Class A Notes is reduced to zero;</li> <li>(ix) the relevant Class AB Note Allocated Principal will be applied towards the Class AB Notes in repayment of principal in respect of the Class AB Notes, pari passu and rateably amongst themselves until the Stated Amount of the Class AB Notes is reduced to zero;</li> <li>(x) the relevant Class B Note Allocated Principal will be applied towards the Class B Notes 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;</li> <li>(xi) the relevant Class C Note Allocated Principal will be applied towards the Class C Notes 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;</li> <li>(xii) the relevant Class D Note Allocated Principal will be applied towards the Class</li> </ul>
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	<p>D Notes 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;</p> <p>(xiii) the relevant Class E Note Allocated Principal will be applied towards the Class E Notes 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</p> <p>(xiv) the relevant Class F Note Allocated Principal will be applied towards the Class F Notes in repayment of principal in respect of the Class F Notes, pari passu and rateably amongst the Class F Notes until the Stated Amount of the Class F Notes is reduced to zero.</p> <p>After the occurrence of an Event of Default and enforcement of the Security, in respect of the repayment of principal:</p> <p>(a) the Class A Notes rank ahead of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;</p> <p>(b) the Class AB Notes rank after the Class A Notes and ahead of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;</p> <p>(c) the Class B Notes rank after the Class A Notes and the Class AB Notes and ahead of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;</p> <p>(d) the Class C Notes rank after the Class A Notes, the Class AB Notes and the Class B Notes and ahead of the Class D Notes, the Class E Notes and the Class F Notes;</p> <p>(e) the Class D Notes rank after the Class A Notes, the Class AB Notes, the Class B Notes and the Class C Notes and ahead of the Class E Notes and Class F Notes;</p> <p>(f) the Class E Notes rank after the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes and the Class D Notes and ahead of the Class F Notes; and</p>
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	<p>(g) the Class F Notes rank after 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, in order of payment.</p> <p>If any Redraw Notes are issued, they will rank ahead of the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in respect of the payment of principal before an Event of Default occurs and the Security is enforced. If an Event of Default occurs and the Security is enforced, the Redraw Notes will rank pari passu with the Class A Notes and ahead of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes for the repayment of principal.</p> <p>See Section 6.3 (“<i>Underlying Cash Flows</i>”) for more information.</p>
<b><i>Redraw Notes</i></b>	<p>The Trust Manager must not direct the Trustee to issue Redraw Notes:</p> <p>(a) unless the Trust Manager determines that there is a Redraw Shortfall;</p> <p>(b) unless the Trust Manager has notified the Designated Rating Agencies of the proposed issue of Redraw Notes and the Trust Manager determines that the issue of such Redraw Notes will not have an Adverse Rating Effect;</p> <p>(c) if the Aggregate Stated Amount of the Class F Notes is less than the Aggregate Invested Amount of the Class F Notes; and</p> <p>(d) unless there are no amounts available to be drawn under the Redraw Facility Agreement.</p>
<b><i>Entitlement to Principal</i></b>	<p>Principal will only be paid on a Payment Date to Note Holders whose names appear in the Register of Note Holders on the Determination Date prior to that Payment Date.</p>
<b><i>Event of Default</i></b>	<p>After the occurrence of an Event of Default and enforcement of the Security, amounts available for repayments under the Notes will be applied in accordance with the Master Security Trust Deed and the Series Notice (see Section 6.3 (“<i>Underlying Cash Flows</i>”) for more information).</p>

## 1.5 The Trust and Assets of the Trust

<p><i>Trust</i></p>	<p>A trust known as the Progress 2024-2 Trust (the “<b>Trust</b>”) will be constituted upon the execution of the Notice of Creation of Trust.</p> <p>The trustee of the Trust will be the Trustee. The initial holder of:</p> <p>(a) nine Residual Capital Units is the Originator; and</p> <p>(b) one Residual Capital Unit is AMP Foundation Income Beneficiary Pty Limited.</p> <p>The initial holder of the Residual Income Unit of the Trust will be the Originator.</p>
<p><i>Trust Manager</i></p>	<p>On and from the date of the Series Notice, the Trust Manager is appointed, and agrees to act, as the trust manager of the Trust.</p>
<p><i>Acquisition of Mortgage Loans</i></p>	<p>On the Closing Date, the proceeds of the issue of the Notes (after establishing the Liquidity Reserve Account) will be applied by the Trustee towards acquiring, from the Disposing Trustee and the Seller, Mortgage Loans and the Related Securities which satisfy the Eligibility Criteria. In relation to the Mortgage Loans being acquired from the Disposing Trustee and the Seller, those Mortgage Loans were initially acquired by the Disposing Trustee from the Originator by way of equitable assignment.</p>
<p><i>Mortgage Loans must meet Eligibility Criteria</i></p>	<p>All Mortgage Loans to be acquired by the Trust must meet the Eligibility Criteria as at the Cut-Off Date.</p>
<p><i>Mortgage Loan Servicing</i></p>	<p>On and from the date of execution of the Series Notice, the Originator is appointed, and agrees to act, as the Servicer of the Mortgage Loans and the Related Securities held by the Trust for the purposes of the Master Trust Deed and the Series Notice.</p>

## 1.6 Interest Rate Risk Management

<p><i>Interest Rates on the Mortgage Loans</i></p>	<p>The Trustee will receive interest on the Mortgage Loans as a mixture of:</p> <p>(a) variable administered rates, set at the direction of the Servicer in its discretion; and</p>
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	(b) fixed rates, selected periodically at the request of Debtors for continuous periods of up to 5 years and further periods of up to 5 years each if agreed by the Servicer.
<i>Swap Arrangements</i>	<p>In order to hedge the cashflows in relation to the Mortgage Loans, the Trustee will enter into the Basis Swap with the Basis Swap Provider under the Interest Rate Swap Agreement, under which the Trustee will pay to the Interest Rate Swap Provider an amount calculated by reference to the applicable interest rate of the relevant Mortgage Loans and receive from the Interest Rate Swap Provider an amount calculated by reference to the BBSW Rate and a margin. See Section 10 (“<i>Interest Rate Swap</i>”) for more details.</p> <p>Special provisions will also apply in the event that the Basis Swap is terminated.</p> <p>AMP Bank Limited will be the initial Basis Swap Provider for the Basis Swap.</p>

## 1.7 Credit Support

<i>Summary</i>	<p>The holders of the Class A Notes have the benefit of up to 8 levels of credit support:</p> <ul style="list-style-type: none"> <li>(a) in respect of certain Mortgage Loans, the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan);</li> <li>(b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans;</li> <li>(c) the subordination of payments in respect of the Class F Notes;</li> <li>(d) the subordination of payments in respect of the Class E Notes;</li> <li>(e) the subordination of payments in respect of the Class D Notes;</li> <li>(f) the subordination of payments in respect of the Class C Notes;</li> <li>(g) the subordination of payments in respect of the Class B Notes; and</li> </ul>
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	<p>(h) the subordination of payments in respect of the Class AB Notes.</p> <p>The holders of the Class AB Notes have the benefit of up to 7 levels of credit support:</p> <p>(a) in respect of certain Mortgage Loans, the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan);</p> <p>(b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans;</p> <p>(c) the subordination of payments in respect of the Class F Notes;</p> <p>(d) the subordination of payments in respect of the Class E Notes;</p> <p>(e) the subordination of payments in respect of the Class D Notes;</p> <p>(f) the subordination of payments in respect of the Class C Notes; and</p> <p>(g) the subordination of payments in respect of the Class B Notes.</p> <p>The holders of the Class B Notes have the benefit of up to 6 levels of credit support:</p> <p>(a) in respect of certain Mortgage Loans, the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan);</p> <p>(b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans;</p> <p>(c) the subordination of payments in respect of the Class F Notes;</p> <p>(d) the subordination of payments in respect of the Class E Notes;</p> <p>(e) the subordination of payments in respect of the Class D Notes; and</p>
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	<p>(f) the subordination of payments in respect of the Class C Notes.</p> <p>The holders of the Class C Notes have the benefit of up to 5 levels of credit support:</p> <p>(a) in respect of certain Mortgage Loans, the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan);</p> <p>(b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans;</p> <p>(c) the subordination of payments in respect of the Class F Notes;</p> <p>(d) the subordination of payments in respect of the Class E Notes; and</p> <p>(e) the subordination of payments in respect of the Class D Notes.</p> <p>The holders of the Class D Notes have the benefit of up to 4 levels of credit support:</p> <p>(a) in respect of certain Mortgage Loans, the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan);</p> <p>(b) the subordination of payments in respect of the Class F Notes;</p> <p>(c) the subordination of payments in respect of the Class E Notes; and</p> <p>(d) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans.</p> <p>The holders of the Class E Notes have the benefit of up to 3 levels of credit support:</p> <p>(a) in respect of certain Mortgage Loans, the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan);</p>
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	<p>(b) the subordination of payments in respect of the Class F Notes; and</p> <p>(c) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans.</p> <p>The holders of the Class F Notes have the benefit of up to 2 levels of credit support:</p> <p>(a) in respect of certain Mortgage Loans, the Mortgage Insurance Policy in respect of each Mortgage Loan (which will comprise either a primary insurance policy or a pool insurance policy in respect of the Mortgage Loan); and</p> <p>(b) the application of Excess Available Income to meet Losses in respect of the Mortgage Loans.</p>
<p><b><i>Mortgage Insurance Policies</i></b></p>	<p>The Eligibility Criteria requires that if the LVR for a Mortgage Loan at origination is greater than 80%, that Mortgage Loan must be covered by a Mortgage Insurance Policy. See Section 13 (“<i>Mortgage Insurance Policies and Mortgage Insurer</i>”) for more information.</p> <p>Subject to the terms of the Mortgage Insurance Policies, the Trustee will be covered against principal losses and interest losses on the relevant Mortgage Loans and against Enforcement Expenses.</p>
<p><b><i>Excess Available Income</i></b></p>	<p>Excess Available Income will be applied, to the extent available, to restore Losses.</p> <p>Losses not restored by Excess Available Income will be “charged off” and will be aggregated with any non-restored Charge-Off from previous periods, being the Carryover Charge-Off.</p> <p>Excess Available Income not required to be applied on a Payment Date to restore Losses or any Carryover Charge-Off from the preceding Collection Period or to pay certain other expenses will be paid to the Residual Income Unitholder on that Payment Date and will not be available to restore future Losses.</p>
<p><b><i>Subordination of Class AB Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes</i></b></p>	<p>The Charge-Off will be applied initially towards reducing the Stated Amount of the Class F Notes to zero. When the Stated Amount of the Class F Notes has been reduced to zero the Stated Amount of the Class E Notes will then be reduced by any remaining Charge-Off. When the Stated Amount of the Class E Notes has been reduced to zero the</p>

	<p>Stated Amount of the Class D Notes will then be reduced by any remaining Charge-Off. When the Stated Amount of the Class D Notes has been reduced to zero the Stated Amount of the Class C Notes will then be reduced by any remaining Charge-Off. When the Stated Amount of the Class C Notes has been reduced to zero the Stated Amount of the Class B Notes will then be reduced by any remaining Charge-Off. When the Stated Amount of the Class B Notes has been reduced to zero the Stated Amount of the Class AB Notes will then be reduced by any remaining Charge-Off. Only when the Stated Amount of the Class AB Notes has been reduced to zero will the Stated Amount of the Class A Notes be reduced pari passu by any remaining Charge-Off.</p>
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## 1.8 Income Support

<p><i>Principal Draws</i></p>	<p>If, on a Determination Date, the Payment Shortfall exceeds the Excess Draw available for distribution on the immediately following Payment Date, the Total Available Principal received by the Trustee during the relevant Collection Period, to the extent available, will be applied in making Principal Draws to fund Reserve Shortfalls.</p>
<p><i>Liquidity Draws</i></p>	<p>If, on a Determination Date, there is a Liquidity Shortfall, then the Trust Manager must direct the Trustee to withdraw from the Liquidity Reserve Account an amount equal, to the extent possible, to that shortfall.</p>

<p><b><i>Threshold Rate</i></b></p>	<p>On each Payment Date, the Trust Manager must calculate the Threshold Rate. The Threshold Rate is equal to the minimum weighted average interest rate required to be paid on all the Mortgage Loans which will ensure that the Trustee will have sufficient funds available to it to make all Required Payments from time to time (assuming that all parties comply with their obligations under such documents and the Mortgage Loans and taking into account Fixed Interest Rate Term Loans and moneys held in authorised investments where the yield is determined externally and not by the Servicer).</p> <p>If the Basis Swap is terminated, the Trustee and the Trust Manager must either enter into a replacement swap on terms and with a counterparty as notified to each Designated Rating Agency by the Trust Manager and which the Trust Manager determines will not result in an Adverse Rating Effect, enter into such other arrangements as notified to each Designated Rating Agency by the Trust Manager and which the Trust Manager determines will not result in an Adverse Rating Effect or ensure that the Servicer sets the weighted average interest rate on the Mortgage Loans to at least equal to the Threshold Rate.</p>
<p><b><i>Excess Draws</i></b></p>	<p>If on a Determination Date, there is an Excess Payment Shortfall then the Trust Manager must direct the Trustee to withdraw from the Excess Reserve on the Payment Date following that Determination Date, an amount equal to the lesser of:</p> <ul style="list-style-type: none"> <li>(a) the Excess Payment Shortfall; and</li> <li>(b) the balance of the Excess Reserve at that time.</li> </ul>
<p><b><i>Income Reserve</i></b></p>	<p>On or prior to the first Payment Date, the Originator must deposit the Income Reserve Target Balance (being \$150,000) (which will form part of the Income Reserve) into the Collection Account.</p> <p>The Income Reserve must be held in the Collection Account and the Trust Manager must not direct the Trustee to withdraw such an amount other than:</p> <ul style="list-style-type: none"> <li>(a) on a Payment Date to be applied as Available Income, an amount equal to outstanding Extraordinary Expenses as at the end of the immediately preceding Collection Period which would be</li> </ul>

	<p>outstanding on that Payment Date after application of Section 6.3(i) (“<i>Underlying Cash Flows</i>”) on that Payment Date, assuming that;</p> <ul style="list-style-type: none"> <li>(i) only Available Income was to be applied on that Payment Date;</li> <li>(ii) such Available Income did not include any amounts applied from the Income Reserve; and</li> <li>(iii) all Expenses other than Extraordinary Expenses were paid before Extraordinary Expenses;</li> </ul> <p>(b) to pay the Originator in accordance with the order of payment following an Event of Default and enforcement of the Security;</p> <p>(c) to be paid into a new or additional Collection Account opened in accordance with the Master Trust Deed;</p> <p>(d) to pay the Originator once the Invested Amount of all Class F Notes has been reduced to zero; or</p> <p>(e) to pay the Originator on the Final Maturity Date.</p>
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**1.9 Miscellaneous**

<i>Collection Account</i>	<p>The Trustee must as soon as reasonably practicable following the constitution of the Trust:</p> <ul style="list-style-type: none"> <li>(a) establish the AMP Collection Account; and</li> <li>(b) establish the Eligible Bank Collection Account.</li> </ul>
<i>Payments into Collection Account</i>	<p>The Series Notice requires that all payments received by or on behalf of the Trustee be paid periodically into either the AMP Collection Account or the Eligible Bank Collection Account, or in certain circumstances, only the Eligible Bank Collection Account.</p>

<b><i>Master Security Trust Deed</i></b>	The Note Holders and other Secured Creditors of the Trust will have the benefit of a security interest over the Assets of the Trust granted by the Trustee in favour of the Security Trustee under the General Security Deed and the Master Security Trust Deed.
<b><i>Fees and Expenses</i></b>	Fees payable to the Trustee may be negotiated by the Trustee and the Trust Manager from time to time.

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## 2. Certain Special Risks

The purchase, and subsequent holding of the Notes, is not free from risk. The Trust Manager believes that the risks described below are some of the principal risks inherent in the transaction for Note Holders and that the discussion in relation to the Notes indicates some of the possible implications for Note Holders. However, the inability of the Trustee to meet a payment on the Notes may occur for other reasons and the Trust 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. There can be no assurance that the structural protection available to Note Holders will be sufficient to ensure that a payment or distribution of a payment is made on a timely or full basis. Prospective investors should read the Transaction Documents and 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.

### 2.1 Limited Recourse

The Trustee will issue the Notes in its capacity as trustee of the Trust and will be entitled to be indemnified out of the Assets of the Trust for all payments of interest and principal in respect of the Notes. A Note Holder's recourse against the Trustee with respect to the Notes is limited to the amount by which the Trustee is indemnified from the Assets of the Trust. Except in the case of, and to the extent that a liability is not satisfied because the Trustee's right of indemnification out of the Assets of the Trust is reduced as a result of, fraud, negligence or wilful default (as further described in Section 7.1(h) ("*The Trustee*")), no rights may be enforced against the Trustee by any person and no proceedings may be brought against the Trustee except to the extent of the Trustee's right of indemnity and reimbursement out of the Assets of the Trust. Except in those limited circumstances, the assets of the Trustee in its personal capacity are not available to meet payments of interest or principal in respect of the Notes. The limitation of the Trustee's liability is described more fully in Section 7.1(h) ("*The Trustee*").

If the Trustee is denied indemnification from the Assets of the Trust, the Security Trustee will be entitled to enforce the General Security Deed and apply the Assets of the Trust which are charged in favour of the Security Trustee for the benefit of the Secured Creditors of the Trust (including the Note Holders). The Security Trustee may incur costs in enforcing the Security, with respect to which the Security Trustee will be entitled to indemnification. Any such indemnification will reduce the amounts available to pay interest on and repay principal of the Notes.

### 2.2 Limited Assets

The Assets of the Trust include the Mortgage Loans and Related Securities and the benefit of certain insurance policies.

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

If Losses in respect of Mortgage Loans occur, the following circumstances may result:

- (a) first, the Excess Available Income may not be sufficient, after making the payments to be made in priority thereto, to be applied against such Losses with the result that the Stated Amount of the Notes would be reduced;
- (b) secondly, the Trustee may be unable to redeem the Notes at their Invested Amount or the Note Holders may receive by way of principal repayment less than the



Invested Amount of the Notes on their Final Maturity Date unless, prior to such Final Maturity Date, the Excess Available Income is sufficient, after making other payments to be made in priority thereto, where applicable, to be applied to reinstate the Stated Amount of the Notes back to their Invested Amount.

The rights of the Secured Creditors as beneficiaries under the Master Security Trust Deed and the General Security Deed are restricted. In particular, the Secured Creditors have only limited rights with respect to the direction and removal of the Trust Manager, the Trustee and the Security Trustee, and the winding up of the Trust.

### **2.3 Secondary Market Risk**

There is no assurance that 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.

### **2.4 Prepayment Considerations**

An amount from the principal collections in respect of the Mortgage Loans is expected to be repaid to Note Holders on each Payment Date and such amount will reduce the principal balance of the Notes.

There is no guarantee as to the rate at which principal will be passed through to Note Holders and the actual date by which the Notes will be repaid cannot be precisely determined.

Principal collections will consist of specified amounts received by the Trustee, including without limitation:

- (a) principal component of scheduled payments;
- (b) partial or full prepayments;
- (c) the proceeds of a sale of Mortgage Loans in accordance with the Transaction Documents;
- (d) the proceeds of Mortgage Insurance Policies as they relate to principal;
- (e) repurchase amounts or indemnity amounts received from the Originator; and
- (f) proceeds from the enforcement of a Mortgage Loan.

These principal collections will first be used to fund Reserve Shortfalls and then utilised to fund Redraws by Debtors and to repay Redraw Notes (if any). If Principal Collections are used to fund Reserve Shortfalls, then Principal Collections may be reimbursed in subsequent periods from Debtors paying unpaid amounts, claims on Mortgage Insurance Policies or from applications of Excess Available Income.

The rate at which the Mortgage Loans may repay or prepay principal is influenced by a range of economic, social and other factors including:

- (a) the level of interest rates applicable to the Mortgage Loans relative to prevailing interest rates in the market;
- (b) the delinquencies and default rate of Debtors under the Mortgage Loans;
- (c) demographic and social factors such as unemployment, death, divorce and changes in employment of Debtors;

- (d) the rate at which Debtors sell or refinance their Properties;
- (e) the degree of seasoning of the Mortgage Loans;
- (f) the LVR in the Properties at the time of origination of the relevant Mortgage Loans;
- (g) any variations, in accordance with the Servicing Procedures, to the terms of the relevant Loan Agreements;
- (h) political instability (such as the military conflict between Ukraine and Russia) or other significant changes in the political environment; and
- (i) the level of business activity, the rate of inflation and the performance of the Australian economy.

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

- (a) exercise of the Call Option on a Call Option Date;
- (b) receipt of proceeds of enforcement of the Master Security Trust Deed and the General Security Deed prior to the Final Maturity Date of the Notes; or
- (c) receipt from the Originator of an amount equal to the aggregate Fair Market Value (as determined by the Trust Manager, acting reasonably and in good faith) plus accrued but unpaid interest of any Mortgage Loan in respect of which the Originator makes a further advance (excluding a Redraw). See Section 4.7 (“*Seller Representations*”) for further details.

## **2.5 Breach of representation or warranty**

The Disposing Trustee and AMP Bank Limited as Servicer and Seller will make certain representations and warranties to the Trustee in relation to the Mortgage Loans to be assigned by it to the Trustee. The Originator will confirm to the Trustee the accuracy of certain representations and warranties previously made by the Originator to the Disposing Trustee in relation to the Mortgage Loans previously assigned by the Originator to the Disposing Trustee. The Trustee has not investigated or made any enquiries regarding the accuracy of those representations and warranties. There is no guarantee that any of AMP Bank Limited (as Servicer and Seller), the Originator and the Disposing Trustee will have the financial capability to meet its obligations with respect to any breach of such representations and warranties if required to do so.

Refer to Sections 4.4 (“*Disposing Trustee Representations*”), 4.5 (“*Servicer Representations*”) and 4.6 (“*Originator Confirmation*”) for further details in respect of the representations which will be made or confirmed.

## **2.6 Reinvestment Risk**

If a prepayment is received on a Mortgage Loan during a Collection Period then, to the extent that it is not applied towards funding Redraws at any time, interest at the then rate on the Mortgage Loan will cease to accrue on that part of the Mortgage Loan prepaid from the date of the prepayment.

The amount repaid will be deposited into the Collection Account or invested in Authorised Investments until the next Payment Date, and may earn interest at a rate less than the then rate on the Mortgage Loan. Interest will, however, continue to be payable in respect of the Invested Amount of the Notes (or in respect of the relevant Stated Amount in the case of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes)

until the next Payment Date. Accordingly, this may affect the ability of the Trustee to pay interest in full on the Notes. The Trustee has access to Principal Draws and the amounts available from the Liquidity Reserve Account to finance such shortfalls.

## **2.7 Delinquency/Default Risk**

The failure by Debtors to make payments on the Mortgage Loans when due may ultimately result in the Trustee having insufficient funds available to it to make full payments of interest and principal to the Note Holders.

The Trustee's ability to pay interest and to repay principal in respect of the Notes is limited to:

- (a) the Collections in respect of the Mortgage Loans, including payments under Mortgage Insurance Policies and any Other Income;
- (b) the amount available from the Liquidity Reserve Account; and
- (c) any net settlement payable to the Trustee under the Interest Rate Swap.

Accordingly, the performance of the Debtors under the Mortgage Loans and the performance of each relevant provider under the Mortgage Insurance Policies and the Interest Rate Swap will have a key impact on such payments in terms of both the timeliness of the payments to the Note Holders and the amount of such payments.

A wide variety of factors of legal, economic, political or other nature could affect the performance of Debtors in making payments of interest and principal under the Mortgage Loans. If the Australian economy were to experience a downturn, an increase in unemployment, an increase in interest rates, a fall in property values or any combination of these factors, delinquencies or losses on the Mortgage Loans might increase, which might cause losses on the Notes. In particular, if interest rates increase significantly, Debtors may experience distress and increased default rates on the Mortgage Loans may result. In addition, in some circumstances, a court may order a Mortgage Loan to be varied on the grounds of hardship. Prospective Note Holders should make their own assessment of the likely performance of the Mortgage Loans having regard to the information in this Information Memorandum and the Transaction Documents. Refer in particular to Section 4 ("*Assets of the Trust*").

If a Debtor defaults on payments under a Mortgage Loan (including any bullet repayments of principal) and the Servicer, on behalf of the Trustee, enforces the Mortgage Loan and takes possession of the relevant Property, many factors may affect the price at which the Property is sold and the length of time taken to complete that sale. Any delay or loss incurred in this process may affect the ability of the Trustee to make payments, and the timing of those payments, in respect of the Notes, notwithstanding any amounts that may be claimed under the Insurance Policies or be available from the Liquidity Reserve Account.

## **2.8 Mortgage Insurance Risk**

The liability of the Mortgage Insurer is governed by the terms of the relevant Mortgage Insurance Policy, which contains certain exclusions that may allow that Mortgage Insurer to reduce a claim or terminate mortgage insurance cover in respect of an insured Mortgage Loan in certain circumstances. Any such reduction or termination may affect the ability of the Trustee to pay principal and interest on the Notes. The exclusions and conditions differ between the Mortgage Insurance Policies.

The rating of the Notes may be adversely affected in the event that the Mortgage Insurer is downgraded by either Designated Rating Agency.

There is no guarantee that the Mortgage Insurer will promptly make payment under any Mortgage Insurance Policy or that the Mortgage Insurer will have the necessary financial capacity to make any such payment at the relevant time.

Substantial delays could be encountered in connection with the enforcement of a Mortgage Loan or Mortgage and result in shortfalls in distributions to Note Holders to the extent not covered by a Mortgage Insurance Policy or if the Mortgage Insurer fails to perform its obligations. Further, enforcement expenses such as legal fees, real estate taxes and maintenance and preservation expenses (to the extent not covered by a Mortgage Insurance Policy) will reduce the net amounts recoverable by the Trustee from an enforced Mortgage Loan or Mortgage. In the event that any of the Properties fail to provide adequate security for the relevant Mortgage Loan, Note Holders could experience a loss to the extent the loss was not covered by a Mortgage Insurance Policy or if the Mortgage Insurer failed to perform its obligations under the relevant Mortgage Insurance Policy.

The Mortgage Insurance Policies are explained in more detail in Section 13 (“*Mortgage Insurance Policies and Mortgage Insurer*”).

## **2.9 Equitable Assignment**

The lender of record of the Mortgage Loans is the Originator or a Permitted Originator.

Approximately 37.93% of the Mortgage Loans which will be transferred to the Trust on the Closing Date were previously equitably assigned to the Disposing Trust by the Originator. The Mortgage Loans specified in the Receivables Transfer Direction will be transferred to the Trustee upon acceptance in writing by the Trustee and on payment by the Trustee, in its capacity as trustee of the Trust, of the relevant Purchase Price to the Disposing Trustee as trustee of the Disposing Trust. If such acceptance occurs there will be a transfer of the Mortgage Loans to the Trustee and from the Closing Date the Trustee will be entitled to receive all Collections in respect of the Mortgage Loans.

Approximately 62.07% of the Mortgage Loans will be equitably assigned by the Seller to the Trust on the Closing Date pursuant to a Sale Notice on payment by the Trustee, in its capacity as trustee of the Trust, of the relevant Purchase Price to the Seller.

If a Title Perfection Event occurs, the Trustee and the Trust Manager must take such steps as are necessary to protect the Trustee’s legal title to, and interest in, the Mortgage Loans. Until such time, the Trustee is not permitted to notify Debtors of the equitable assignment of the Mortgage Loans to the Trustee. Generally, the Trustee will also not be entitled to lodge a caveat to protect its equitable interest. To this end, the Trustee will be given powers of attorney by the Originator to help protect its interests.

The delay in the notification to a Debtor of the assignment of the Mortgage Loans to the Trustee may have the following consequences:

- (a) until a Debtor has notice of the assignment, the Debtor is not bound to make payments under the Mortgage Loan to anyone other than the Originator the lender of record and can obtain a valid discharge from that entity;
- (b) for so long as the Trustee holds only an equitable interest in the Mortgage Loans, the Trustee’s interest in them 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; and
- (c) for so long as the Trustee holds only an equitable interest in the Mortgage Loans, it must join the Originator as a party to any legal action against any Debtor in relation to the enforcement of any Mortgage Loans.

## **2.10 Call Option**

There is no assurance that the Assets of the Trustee will be sufficient to redeem the Notes on a Call Option Date or that the Trust Manager will exercise its discretion and direct the Trustee to redeem the Notes on a Call Option Date. See Section 1.2 (“*Description of the Notes*”).

## **2.11 Termination of Appointment of Trust Manager or the Servicer**

The appointment of each of the Trust Manager and the Servicer may be terminated in certain circumstances which are outlined in Section 7 (“*General Features of the Trust*”). If the appointment of either of them is terminated (including because of financial difficulties that may impede or prohibit the performance of its relevant obligations), a substitute will need to be found to perform the relevant role for the Trust. The appointment of a substitute will not have effect until the Trust Manager has notified each Designated Rating Agency and the Trust Manager determines that such appointment will not result in an Adverse Rating Effect and the substitute has executed a deed under which it agrees to be bound by the Master Trust Deed and the Series Notice. There is no guarantee that such a substitute will be found or that the substitute will be able to perform its duties with the same level of skill and competence.

In addition, before AMP Bank Limited as Servicer remits Collections to the Collection Account, the Collections may be commingled with the assets of AMP Bank Limited. Although those Collections will be held by AMP Bank Limited on trust for the Trustee, the laws governing priorities in relation to those Collections is complex and so if AMP Bank Limited becomes insolvent, the Trustee may only be able to claim those Collections as an unsecured creditor of AMP Bank Limited in AMP Bank Limited's insolvency. This could lead to a failure to receive the Collection on the Mortgage Loans, delays in receiving the Collections or losses to Note Holders.

## **2.12 Master Security Trust Deed**

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

Following the enforcement of the General Security Deed and sale of the Assets of the Trust, the Security Trustee will be required to apply moneys otherwise available for distribution in the order of priority set out in the Cashflow Allocation Methodology. No assurance can be given that the Security Trustee will be in a position to sell the Assets of the Trust for an amount equal to the then outstanding amount under the Mortgage Loans held in the Trust. Accordingly, the Security Trustee may not be able to realise the full value of the underlying Mortgage Loans.

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 Secured Creditors and this may have an impact upon the Trustee's ability to repay all amounts outstanding in relation to the Notes.

Neither the Security Trustee nor the Trustee will have any liability to the Secured Creditors in respect of any such deficiency.

## **2.13 Nature of Security**

Under the Master Security Trust Deed and the General Security Deed, the Trustee grants a charge over all the Assets of the Trust in favour of the Security Trustee to secure the payment of moneys owing to creditors of the Trust, including, among others, the Note Holders, the

Trust Manager, the Servicer, the Redraw Facility Provider and the Interest Rate Swap Provider.

To the extent that the Assets of the Trust are “personal property” as defined in the PPSA, the security interest takes effect either as:

- (a) a security interest over circulating assets (as defined in the PPSA): the assets may circulate, changing from time to time. The Trustee is allowed to deal with those assets in the ordinary course of its business and to give third parties title to those assets free from any encumbrance; or
- (b) a security interest in relation to restricted assets (non-circulating assets). Subject to the PPSA, the restrictions in relation to restricted assets generally prevent the Trustee from dealing with these assets (including for example, the Trustee will not be allowed to dispose of these assets, or change the nature of the collateral or vary any interest in the collateral) otherwise than as permitted by the Transaction Documents in relation to the Trust or with the Security Trustee’s consent. Circulating assets become restricted assets (so that the Trustee ceases to have the ability to deal with the assets as described above) upon the Security Trustee notifying the Trustee to this effect. The Security Trustee may only give this notice in the circumstances specified in the General Security Deed.

## **2.14 Ratings**

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

## **2.15 The National Credit Code**

The National Credit Code regulates the conduct of credit providers including contractual disclosure, fees, charges and interest, ongoing disclosure, contract variation and enforcement. The National Credit Code applies to Mortgage Loans where the Debtor is an individual or a strata corporation, there has been a charge for the provision of credit, and the credit is provided or intended to be provided wholly or predominantly for personal, domestic or household purposes or to purchase, renovate or improve residential property for investment purposes or to refinance that credit.

Under the National Credit Code, ASIC, a Debtor or guarantor of a regulated Mortgage Loan may have the right to apply to a court to, amongst other things:

- (a) vary the terms of a Mortgage Loan based on the grounds of hardship;
- (b) reopen the transaction that gave rise to a contract relating to a Mortgage Loan on the grounds that it is unjust under the National Credit Code, which may include relieving the Debtor and any guarantor from payment, discharging the mortgage or any other order the court sees fit;
- (c) reduce or cancel any interest rate changes and certain fees or charges payable on a Mortgage Loan which are unconscionable under the National Credit Code;

- (d) 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 Mortgage Loan or Related Security; or
- (e) obtain restitution or compensation from the Originator (or the Trustee, where the Trustee receives payments from the Debtor) to be paid to any person affected by a breach of the National Credit Code in relation to a Mortgage Loan.

Further, ASIC can make an application to vary the terms of a contract or 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 Debtors or guarantors). ASIC also has the power to intervene in any proceedings arising under the National Credit Code.

## **2.16 National Consumer Credit Protection Act 2009 (NCCP Act)**

The NCCP Act regulates a wide range of participants in the credit industry, including credit providers, finance brokers and other intermediaries, who engage in “credit activities” (as that term is defined in the NCCP Act). Amongst other things, the NCCP Act currently:

- (a) requires credit providers and certain other persons engaging in “credit activities” to register to have an Australian Credit Licence (“**ACL**”) (unless they fall within an exception or are a credit representative of a licensed person). The definition of “credit activities” is broad and captures a range of activities relating to consumer credit contracts and consumer leases;
- (b) imposes responsible lending requirements on ACL holders and others designed to protect consumers from being offered loans that are unsuitable for them or that they cannot afford;
- (c) imposes certain disclosure obligations on ACL holders and others;
- (d) provides ASIC, a Debtor or a guarantor of a regulated Mortgage Loan the right to apply to a court to, amongst other things:
  - (i) if a credit activity has been engaged in without an ACL 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 contract terms, ordering a refund of money or return of property, payment for loss or damage or being ordered to supply specified services;
  - (ii) 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 (other than the National Credit Code);
  - (iii) seek various other penalties and remedies for other breaches of the legislation, such as failing to comply with the breach reporting regime;
  - (iv) grant an injunction preventing a regulated Mortgage Loan, Mortgage or Guarantee from being enforced (or preventing the taking of any other action in relation to the Mortgage Loan) if to do so would breach the NCCP Act; or

- (v) have certain provisions of a Mortgage Loan, Mortgage or Guarantee which are in breach of the NCCP declared void or unenforceable from the time it was entered into or at all times on and after a specified day before the order is 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.

The remedies available under the NCCP Act and National Credit Code as outlined above and in section 2.15 may affect the timing or amount of interest, fees or charges or principal repayments under the relevant Mortgage Loan (which might in turn affect the timing or amount of payment of interest or principal repayments under the Notes).

To the extent that the Trustee is unable to claim damages from the Originator or the Servicer where the Trustee suffers a loss in connection with a breach of the NCCP Act or National Credit Code, the Assets of the Trust will be applied to indemnify the Trustee in priority to any payments in respect of the Notes.

Further, as a condition of the Servicer holding an ACL and the Trustee being able to perform its role, the Servicer and the Trustee must also allow each Debtor 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 monetary threshold (noting that certain claims have an unlimited threshold).

There is no ability to appeal an adverse determination by AFCA (other than by reference to the courts), including on the basis of bias, manifest error or want of jurisdiction.

## **2.17 Unfair Contract Terms**

In certain circumstances, the terms of the Mortgage Loans, Mortgages and Guarantees may be void under Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth) (“**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 were to be applied or relied on.

A term that is unfair will be void however, the contract will continue if it is capable of operating without the unfair term.

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; 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 Mortgage Loans, depending on when the Mortgage Loans were entered into. The Victorian unfair terms regime was repealed and ceased to apply to new contracts entered into or renewed after 1 January 2011.

Mortgage Loans, Mortgages and guarantees 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).

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:

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

- 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
- 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 from 9 November 2023 and apply to all contracts entered into, renewed or varied on or after that date.

These amendments may require the Originator (or the Trustee, where the Trustee has acquired legal title to the Mortgage Loans) to pay a penalty for breaches of the unfair contract terms regime. The Originator or 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 Mortgage Loans 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 Note Holder receives.

## **2.18 Geographic Concentration of Mortgage Loans**

As at the Cut-Off Date, approximately 68.18% (by balance outstanding) of Mortgage Loans will be secured by Properties located in New South Wales and Victoria.

New South Wales and Victoria are the largest states in Australia by population.

To the extent that these regions experience weaker economic conditions in the future (including but not limited to declines flowing from natural disasters or changes in environmental circumstances, such as bushfires, cyclones and floods), this may increase the likelihood of Debtors with Mortgage Loans in these regions missing scheduled instalments or defaulting on those Mortgage Loans. In such circumstances, the values of the Properties in those regions may also fall, leading to the possibility of a loss in the event of enforcement.

None of the Trustee, the Trust Manager or the Servicer can quantify whether there has been a decline in the value of Properties since the settlement of the Mortgage Loans or the extent to which there may be a decline in the value of Properties in the future.

## **2.19 Ability to Change Mortgage Loan Features**

The Trust Manager may initiate certain changes to the Mortgage Loans or a Debtor may request a change to certain features of a Mortgage Loan. Most frequently, there will be a change to the interest rate applying to a Mortgage Loan. In addition, subject to certain conditions, the Trust Manager may from time to time offer additional features and/or products with respect to the Mortgage Loans.

As a result of such changes, the characteristics of the Mortgage Loans as of the Cut-Off Date may differ from the characteristics of the Mortgage Loans at any other time. If the features of the Mortgage Loans change, this could result in different rates of principal repayment on the Notes than initially anticipated in certain of the circumstances described above in Section 2.4 (“*Prepayment Considerations*”).

## **2.20 Interest Rates**

As at the Cut-Off Date, 100% (by balance outstanding) of Mortgage Loans were subject to a discretionary variable rate. This rate may be adjusted from time to time by the Servicer on behalf of the Trustee. The Trustee will enter into the Basis Swap to hedge the basis risk

between the variable interest rate applicable on the Mortgage Loans bearing interest at a variable rate and the floating rate obligations of the Trustee under the Notes.

Debtors have the ability to request the Servicer at any time to fix the interest rate payable under any Mortgage Loan for an initial period of up to 5 years and a further period of up to 5 years if agreed by the Servicer.

## **2.21 Information Memorandum responsibility**

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

## **2.22 Australian Taxation**

A summary of certain material tax issues are set out in Section 14 (*"Taxation Considerations"*). See Section 14 (*"Taxation Considerations"*) for further details.

## **2.23 Goods and Services Tax**

The goods and services tax (**"GST"**) in Australia may have an impact on the cost of goods, services and other things acquired by the Trust.

GST is payable by all entities that make taxable supplies in Australia. Some service providers (including the Trustee in its personal capacity) will be liable to pay GST on their supplies to the Trust and will charge additional amounts to the Trust because of the service provider's liability for GST. To the extent that the Trust cannot claim a full input tax credit or reduced input tax credit for its acquisitions of supplies on which service providers are liable for GST, the expenses of the Trust will increase and the Trust will have less funds available for distribution. See Section 14.3 (*"Goods and Services Tax"*) for an outline of GST and the Trust.

## **2.24 Taxation of the Trust's Income**

The Trustee is entitled under current tax laws to deduct, against the Trust's income, all expenses incurred by it in deriving that income (including interest paid or accrued on account of the Notes). It is anticipated that there should not be any income of the Trust as at the end of each of the Trust's tax years in respect of which the Trustee could be personally liable for income tax (but rather the taxable income of the Trust is intended to be allocated to, and taxed in the hands of, the Residual Income Unitholder of the Trust). Accordingly the taxation of the Trust's income should not result in a decrease in the funds available to the Trust to make payments on the Notes.

## **2.25 Interest Withholding Tax**

There will not be any deduction on payments of interest under the Notes on account of interest withholding tax, where the holder of the Note is an Australian resident that does not hold the Notes through a permanent establishment outside of Australia or a non-resident that holds the Notes through a permanent establishment in Australia.

Interest withholding tax will be deducted on payments of interest under the Notes to any person who is an Australian resident that holds the Notes through a permanent establishment outside Australia or a non-resident holder of a Note (other than a non-Australian resident that holds the Notes through a permanent establishment in Australia) unless the Notes are offered, and interest is paid from time to time, in a manner which satisfies the exemption from interest

withholding tax contained in section 128F of the Australian Tax Act or another exemption applies (e.g. an exemption under a double tax convention). The Trustee intends to issue the 128F Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

The Trustee is not required to gross up payments it makes to a holder of a Note to compensate for any interest withholding tax that is withheld (see Section 14 (“*Taxation Considerations*”) for further information).

## 2.26 **FATCA**

Under FATCA, a 30% withholding (“**FATCA withholding**”) may be required if (i)(A) an investor does not provide information sufficient for the Trust, the Trustee or any other non-U.S. financial institution (“**FFI**”) through which payments on the Notes are made to determine the Note Holder’s status under FATCA, or (B) an FFI to or through which payments on the Notes are made is a “non-participating FFI”; and (ii) the Notes are treated as debt for U.S. federal income tax purposes and the payment is made in respect of Notes issued or modified after 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, or the Notes are treated as equity for U.S. federal income tax purposes or do not have a fixed term, whenever issued.

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.

Reporting Australian Financial Institutions (“**RAFI**s”) under the Australia–U.S. FATCA Intergovernmental Agreement dated 28 April 2014 (“**Australian IGA**”) must comply with specific due diligence procedures. In general, these procedures seek to identify their account holders and provide the Australian Taxation Office (“**ATO**”) with information on financial accounts held by U.S. persons and recalcitrant account holders. The ATO is required to provide such information to the U.S. Internal Revenue Service. Consequently, Note Holders may be requested to provide certain information and certifications to the Trust, the Trustee and to any other financial institutions through which payments on the Notes are made. A RAFI that complies with its obligations under the Australian IGA will not be subject to FATCA withholding on amounts it receives, and will not be required to deduct FATCA withholding from payments it makes, other than in certain prescribed circumstances.

In the event that any amount is required to be withheld or deducted from a payment on the Notes as a result of FATCA, pursuant to the terms and conditions of the Notes, no additional amounts will be paid by the Trustee as a result of the deduction or withholding.

## 2.27 **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. Note Holders 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 (Cth) to give effect to the CRS.

## 2.28 Regulation of AMP Bank Limited

AMP Bank Limited is subject to oversight by regulators regarding its compliance with legislative and regulatory requirements. The regulators include, among others, the Australian Prudential Regulation Authority (“APRA”), the RBA, ASIC, the Australian Tax Office (“ATO”), the Australian Competition and Consumer Commission (“ACCC”), the Australian Transaction Report and Analysis Centre (“AUSTRAC”).

If AMP Bank Limited does not meet the requirements of regulators, it may be required to take remedial actions and also suffer penalties, such as fines or obligations to pay compensation, the cancellation or suspension of its authority to conduct business, or a requirement to hold a greater level of capital to support its businesses.

AMP Bank Limited cannot predict the impact of future legislation and regulatory change on its business, however, as the amount and complexity of regulation increases, so may the cost of compliance and the risk of non-compliance.

Any change in regulation, the non-compliance with regulations or the interpretation of existing regulation or policies, including changes that increase the requirements of regulatory capital or impact the regulatory capital resources, could have an adverse impact on AMP Bank Limited’s financial performance and position.

## 2.29 Personal Property Securities Act

Australia’s personal property securities regime commenced operation throughout Australia on 30 January 2012 (“PPSA Start Date”). The Personal Property Securities Act 2009 (“PPSA”) established a national system for the registration of security interests in personal property, together with new rules for the creation, priority and enforcement of security interests in personal property. The PPSA has a retrospective effect on security interests and security agreements arising before the PPSA Start Date by operation of the transitional provisions.

Security interests for the purposes of the PPSA include traditional securities such as charges and mortgages (but does not include mortgages representing an interest in land). However, they also include transactions that, in substance, secure payment or performance of an obligation (referred to as “in-substance” security interests), including transactions that were not regarded as securities under the law that existed prior to the PPSA Start Date. Further, certain other interests are deemed to be security interests whether or not they secure payment or performance of an obligation. These deemed security interests include assignments of receivables.

A person who holds a security interest under the PPSA will need to register (or otherwise perfect) the security interest 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:

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

The Transaction Documents may contain one or more security interests for the purposes of the PPSA. For instance:

- (d) an assignment of Mortgage Loans from the Seller or the Disposing Trustee to the Trustee is a deemed security interest, which the Trustee will need to register; and
- (e) the charge granted by the Trustee to the Security Trustee is also a security interest for the purposes of the PPSA, which the Security Trustee will need to register,

in order to protect the relevant security interests against the risks outlined above.

On 22 September 2023, the Australian Government released its response to the 2015 statutory review of the PPSA (known as the Whittaker Review). The response proposes comprehensive reforms to the PPSA and PPS Regulations which were aimed at simplifying and clarifying various aspects of the PPSA. Submissions in response to the government's proposed reforms closed on 17 November 2023. At this stage, there can be no certainty as to whether any or all of the proposed reforms will ultimately be adopted, or the timing or impact of any such changes.

### 2.30 Securitisation Regulation Rules

European Union (“EU”) legislation comprising 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 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 (“**ESMA**”) 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 applies in respect of securitisations the securities of which were issued (or for the securitisation positions of which were created) on or after 1 January 2019.

It should be noted that some legislative measures necessary for the full implementation of the EU Securitisation Regulation regime have not yet been finalised and compliance with certain requirements may be subject to the application of transitional provisions. In addition, further amendments are expected to be introduced to the EU Securitisation Regulation regime as a result of its periodic wider review. In this regard, it should be noted that the European Securities and Markets Authority (“**ESMA**”) is currently reviewing the EU reporting regime in response to the European Commission's report of October 2022.

With respect to the United Kingdom (“**UK**”), Regulation (EU) 2017/2402 as it forms part of the domestic law of the UK, by operation of the EUWA (the “**UK Securitisation Regulation**”) and together with (a) all applicable binding technical standards made under the UK Securitisation Regulation and (b) all relevant guidance, policy statements or directions relating to the application of the UK Securitisation Regulation published by the Financial Conduct Authority (“**FCA**”), the Prudential Regulation Authority (the “**PRA**”) and/or the Pensions Regulator (or their successors), (c) any other relevant transitional, saving or other provision relevant to the UK Securitisation Regulation by virtue of the operation of the EUWA or otherwise, and (d) 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 and in effect from time to time (the "**UK Securitisation Regulation Rules**"), impose certain restrictions and obligations with regard to a securitisation (as such term is defined for the purposes of the UK Securitisation Regulation).

#### *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 "**EU CRR**"), (b) an insurance undertaking or a reinsurance undertaking as defined in Directive 2009/138/EC, as amended, known as Solvency II, (c) an alternative investment fund manager as defined in Directive 2011/61/EU that manages or markets alternative investment funds in the EU, (d) an undertaking for collective investment in transferable securities ("**UCITS**") management company, as defined in Directive 2009/65/EC, as amended, known as the UCITS Directive, or an internally managed UCITS, which is an investment company that is authorised in accordance with that Directive and has not designated such a management company for its management, and (e) with certain exceptions an institution for occupational retirement provision falling within the scope of Directive (EU) 2016/2341, or an investment manager or authorised entity appointed by an such an institution for occupational retirement provision as provided in that Directive. Pursuant to Article 14 of the EU CRR, the EU Investor Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of institutions regulated under the EU 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 (as defined below).

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, such as Australia), 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, such as Australia), 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 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, 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.

#### *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. Investments by UK institutional investors made in securitisation positions created prior to 1 November 2024 are subject to Article 5 of the UK Securitisation Regulation (and for securitisation positions created on or after 1 November 2024, such investors will be required to comply with the recast due diligence requirements under the Recast UK SR regime (as defined below)). 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 the Financial Services and Markets Act 2000 (as amended, “**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 the domestic law of the UK 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.

While the UK Investor Requirements largely mirror the EU Investor Requirements, there is a material divergence between the two regimes with regard to the due diligence, transparency and reporting requirements on third country (that is, not in the UK) securitisations. In this regard, the UK Affected investors are required to 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) ("**UK Transparency Requirements**") 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. To date, no guidance has been issued on the interpretation of this "substantially the same as" test and what is required to achieve regulatory compliance, although informal statements from the PRA and the FCA and some PRA/FCA commentary in the consultations to the UK SR Reforms indicate that this test should not give rise to mandatory use of the UK reporting templates or strict compliance with the UK Transparency Requirements.

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 with a new recast regime as a result of the UK post-Brexit move to "A Smarter Regulatory Framework for financial services" (the "**UK SR Reforms**"). The new UK regime (the "**Recast UK SR**") is being introduced under 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, as amended ("**2024 UK SR SI**"); as well as (ii) the new securitisation rules of the Prudential Regulation Authority ("**PRA**") and the Financial Conduct Authority (FCA) (the "**PRA Securitisation Rules**" and "**FCA Securitisation Rules**", collectively, the "**PRA/FCA Securitisation Rules**").

It should be noted that the implementation of the UK SR Reforms is a protracted process and will be introduced in phases. The first phase, which will revoke the existing regime and replace it with the Recast UK SR regime is expected to come into force on 1 November 2024. In Q4 2024/Q1 2025, 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. Therefore, at this stage, not all of the details are known on the implementation of the UK SR Reforms. Note also that while the Recast UK SR will apply to new securitisations with the UK nexus closed after 1 November 2024 and investments made in relevant securitisation positions by the UK institutional investors on or after that date, the Recast UK SR also has potential implications for securitisations in-scope of the UK Securitisation Regulation that closed prior to 1 November 2024. Please note that some divergence between EU and UK regimes exists already. While the Recast UK SR regime brings some alignment with the EU regime, it also introduces 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.

Prospective investors should be aware that (a) neither AMP Bank Limited nor any other party to the securitisation transaction described in this 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 purposes of, or in connection with, any requirement of the UK Securitisation Regulation Rules; and (b) except as expressly described in this Information

Memorandum with regard to the UK Retention and the UK Credit-Granting Requirements (as each such term is defined below), neither AMP Bank Limited nor any other party to the securitisation transaction described in this 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 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.

The information on the acquired receivables to be provided by AMP Bank Limited to investors may not be in a format which complies with Article 5(1)(f) of the UK Securitisation Regulation. Therefore, UK Affected Investors are required to make their own assessment of information received on this transaction and whether it is sufficient for the purposes of compliance with their UK Investor Requirements.

If any UK Affected Investor fails to comply with the UK Investor Requirements with respect to an investment in the Notes, 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. Prospective investors should analyse their own regulatory position, and 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.

#### *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) which will apply indirectly on third country (non-EU) securitisations as a result of the EU Investor Requirements.

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**”). Note that compliance with the EU Retention Requirements is subject to Commission Delegated Regulation (EU) 2023/2175, which sets out the applicable regulatory technical standards (the “**EU Recast Risk Retention RTS**”). Article 6(1) also provides that 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 and the EU Recast Risk Retention RTS set out guidance on the interpretation of this restriction. See Section 11 (“The Originator and the Mortgage Loans”) in this Information Memorandum for information regarding AMP Bank Limited, its business and activities;
- (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 loan level disclosure reports and quarterly investor reports. Note that compliance with the EU Transparency Requirements is subject to (i) the application of the relevant technical standards set out in Commission Delegated Regulation (EU) 2020/1224 and Commission Implementing Regulation (EU) 2020/1225, which prescribe further detail and set out the applicable reporting templates, as well as (ii) certain technical specifications for the formatting of the reporting templates prescribed by ESMA (together, the “**EU Disclosure Technical Standards**”). However, there remains some compliance challenges with the completion of some fields of in the reporting templates on third country (non-EU) securitisations. Also note that the EU reporting templates are currently under review and will be subject to reforms following the European Commission’s report of October 2022 and subsequent consultations by ESMA, although it is yet to be confirmed whether the EU will introduce in due course a more simplified reporting regime intended to facilitate compliance with EU reporting requirements on third country (non-EU) securitisations; and

- (c) a requirement that the EU Affected Investor verifies that a third country (non-EU) 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 (this requirement is broadly comparable with Article 9 of the EU Securitisation Regulation, although Article 9 itself is not directly applicable to a third country (non-EU) securitisation) (the “**EU Credit-Granting 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), which will apply indirectly on third country (non-UK) securitisations as a result of the UK Investor Requirements.

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**”). Note that compliance with the UK Retention Requirements is subject to Commission Delegated Regulation (EU) No. 625/2014, as it forms part of the domestic law of the UK pursuant to the EUWA, which sets out the applicable risk retention guidance. Article 6(1) also provides that 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. There is no guidance prescribed for the interpretation of this restriction under the UK Securitisation Regulation, but it is provided in the PRA/FCA Securitisation Rules for the purposes of the Recast UK SR regime. Even though this new regime will not be directly applicable to this transaction, from the general policy perspective, such guidance is nevertheless helpful when interpreting compliance with this restriction under the UK Securitisation Regulation. See Section 11 (“The Originator and the Mortgage Loans”) in this Information Memorandum for information regarding AMP Bank Limited, its business and activities;

- (b) a requirement that on a third country (non-UK) securitisation, the UK Affected Investors verify that disclosure and reporting received is “substantially the same as” what is required under Article 7 of the UK Securitisation Regulation, which provides 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. As noted above, to date, no guidance has been issued on the interpretation of the “substantially the same as” test and what is required to achieve regulatory compliance, although informal statements from the PRA and the FCA and some commentary in the PRA/FCA consultations to the UK SR Reforms indicate that this test should not give rise to mandatory use of the UK reporting templates or strict compliance with the UK Transparency Requirements. However, as this test is open to interpretation, it should also be noted that strict compliance with the UK Transparency Requirements is subject to (i) the application of the relevant technical standards set out in Commission Delegated Regulation (EU) 2020/1224 and Commission Implementing Regulation (EU) 2020/1225 as these form part of domestic law of the UK pursuant to the EUWA, which prescribe further detail and set out the applicable reporting templates, as well as (ii) certain technical specifications for the formatting of the reporting templates prescribed by FCA (together, the “**UK Disclosure Technical Standards**”); and
- (c) a requirement that the UK Affected Investor verifies that a third country (non-UK) 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 (this requirement is broadly comparable with Article 9 of the UK Securitisation Regulation, although Article 9 itself is not directly applicable to a third country (non-UK) securitisation) (the “**UK Credit-Granting Requirements**”).

### **EU Risk Retention and UK Risk Retention**

The Originator as “originator”, will agree to retain a material net economic interest in the securitisation transaction described in this Information Memorandum in accordance with Article 6(1) of the EU Securitisation Regulation, as in effect on the Closing Date, as described below in this Information Memorandum.

The Originator as “originator”, will also agree to retain a material net economic interest in the securitisation transaction described in this Information Memorandum in accordance with Article 6(1) of the UK Securitisation Regulation, as in effect on the Closing Date, as described below and in this Information Memorandum.

On the Closing Date and thereafter for so long as any Notes remain outstanding, the Originator 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 Article 6(1) of the EU Securitisation Regulation (as in effect on the Closing Date) (the “**EU Retention**”). As at the Closing Date, the EU Retention will comprise of a pool of randomly selected exposures equivalent to 5% of the nominal value of the securitised exposures, where such non-securitised exposure would otherwise have been securitised in this securitisation transaction, provided that the number of potentially securitised exposures is not less than 100 at origination, as provided for in Article 6(3)(c) of the EU Securitisation Regulation.

On the Closing Date and thereafter for so long as any Notes remain outstanding, the Originator will, as an “originator”, as such term is defined for the purposes of the UK Securitisation Regulation undertake to retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with Article 6(1) of the UK Securitisation Regulation (as in effect on the Closing Date) (the “UK Retention”). As at the Closing Date, the UK Retention will comprise of a pool of randomly selected exposures equivalent to 5% of the nominal value of the securitised exposures, where such non-securitised exposure would otherwise have been securitised in this securitisation transaction, provided that the number of potentially securitised exposures is not less than 100 at origination, as provided for in Article 6(3)(c) of the UK Securitisation Regulation.

For so long as any Notes remain outstanding, AMP Bank Limited, as the Originator, will undertake (with reference to the EU Securitisation Regulation Rules and UK Securitisation Regulation Rules as in effect on the Closing Date):

- (a) that it will retain from the Closing Date, and on an ongoing basis, the EU Retention;
- (b) not to change the manner or form in which it retains the EU Retention, except as permitted by the EU Securitisation Regulation; and
- (c) to not subject its holding of the EU Retention to any credit risk mitigation techniques, any short positions or any other hedge (except to the extent permitted by the EU Securitisation Regulation);
- (d) that it will retain from the Closing Date, and on an ongoing basis, the UK Retention;
- (e) not to change the manner or form in which it retains the UK Retention, except as permitted by the UK Securitisation Regulation;
- (f) to not subject its holding of the UK Retention to any credit risk mitigation, any short positions or any other hedge (except to the extent permitted by the UK Securitisation Regulation); and
- (g) to confirm or cause to be confirmed the status of its compliance with paragraphs (a), (b), (c), (d), (e) and (f) above (in each periodic report provided to Note Holders),

subject always to any requirement of law and provided that the Originator will not be in breach of such undertaking if the Originator fails to so comply due to events, actions or circumstances beyond the Originator’s control.

Article 6(1) of the EU Securitisation Regulation provides that “when measuring the material net economic interest, the retainer shall take into account any fees that may in practice be used to reduce the effective material net economic interest”. It is uncertain how this requirement of the EU Securitisation Regulation would apply in the context of the transaction described in this Information Memorandum with regard to any Servicer’s fee or other fees or amounts payable to, or collected by, AMP Bank Limited in its capacity as Servicer, any fees payable to AMP Bank Limited in any other capacity or any fees payable to any other party.

#### ***Other requirements***

The Originator will also give various representations, warranties and further undertakings with respect to the EU Securitisation Regulation, as in effect on the Closing Date, as follows:

- (a) with reference to Article 7(1) of the EU Securitisation Regulation, the Originator, as originator, will undertake to make available (or to procure that the Manager must make available) (x) to Note Holders, (y) upon request of a Note Holder or a

competent authority designated pursuant to Article 29 of the EU Securitisation Regulation, to such a competent authority and (z) upon request, to potential investors (provided, in relation to the provision of loan level data to a Note Holder or a potential investor under subparagraph (i) below, that person has agreed to confidentiality arrangements with respect to such information on terms acceptable to the Originator), in each case, subject to the condition noted at the end of this paragraph (a):

- (i) with reference to Article 7(1)(a) of the EU Securitisation Regulation, loan level data (on at least a quarterly basis) in relation to the Mortgage Loans held by the Trustee. The material referred to in this paragraph will be made available at the latest one month after the end of the period the report covers;
- (ii) all documentation required to be provided by an originator subject to Article 7(1)(b) of the EU Securitisation Regulation, including but not limited to the Transaction Documents and this Information Memorandum. The material referred to in this paragraph (ii) shall be made available before pricing of the Notes;
- (iii) with reference to Article 7(1)(e) of the EU Securitisation Regulation, investor reports (on at least a quarterly basis) containing the following information:
  - A. all materially relevant data on the credit quality and performance of Mortgage Loans held by the Trustee;
  - B. information on events which trigger changes in the priority of payments or the replacement of any counterparties, and data on the cash flows generated by the Mortgage Loans held by the Trustee and by the liabilities of the securitisation; and
  - C. information about the risk retained, including information on which the modalities provided for in Article 6(3) of the EU Securitisation Regulation have been applied, in accordance with Article 6 of the EU Securitisation Regulation.

The material referred to in this paragraph shall be made available at the latest one month after the end of the period the report covers; and

- (iv) with reference to Article 7(1)(g) of the EU Securitisation Regulation, information as to any significant event such as:
  - A. a material breach of the obligations provided for in the Transaction Documents, including any remedy, waiver or consent subsequently provided in relation to such a breach;
  - B. a change in the structural features that can materially impact the performance of the securitisation;
  - C. a change in the risk characteristics of the securitisation or of the Mortgage Loans held by the Trustee that can materially impact the performance of the securitisation; and
  - D. any material amendment to the Transaction Documents.

The condition referred to in the introduction to this paragraph (a) is that the Originator will not be obliged to make available any information or documents in accordance with this paragraph (a) if, at the relevant time, the EU Securitisation Regulation Rules provide that, in any transaction in which the originator, sponsor and SSPE are established outside the EU, EU Affected Investors are not required by Article 5(1)(e) of the EU Securitisation Regulation (or otherwise) to verify that the originator, sponsor or SSPE, which is not established in the EU, has made available the information required by Article 7 of the EU Securitisation Regulation. As at the date of this Information Memorandum, the EU Securitisation Regulation Rules include no such provision. However, the EU Securitisation Regulation reforms may in due course introduce the simplified private securitisation reporting regime, so that only one template needs to be prepared aimed at the supervisors' needs only and the transaction parties are otherwise free to agree on the form of loan-level data and investor reporting that is made available. If such reforms are introduced, the EU regulatory reporting burden will be significantly reduced.

The Originator believes that neither the Originator nor the Issuer is subject to the UK Transparency Requirements. The Originator does not intend to take any action specifically with regard to the UK Transparency Requirements.

#### *Credit Granting*

Although the Originator believes that it is not subject to the EU Credit-Granting Requirements or the UK Credit Granting Requirements, with reference to Article 9(1)(b) of the EU Securitisation Regulation, the Originator as originator will represent, warrant and undertake that:

- (a) it has applied and will apply to the Mortgage Loans to be acquired by the Trustee, the same sound and well-defined criteria for credit-granting which it has applied to non-securitised mortgage loans;
- (b) it will apply the same clearly established processes for approving and, where relevant, amending, renewing and refinancing credits held by the Trustee; and
- (c) it has 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 his obligations under the credit agreement.

Information about the origination and servicing procedures of the Originator in connection with the approval, amendment, renewing and financing of credits giving rise to the Mortgage Loans to be included in the Trust is set out in Section 11 (*"The Originator and the Mortgage Loans"*).

#### ***Investors to make their own investigations and seek independent advice***

Prospective investors and Note Holders should be aware that:

- (a) neither AMP Bank Limited nor any other party to the securitisation transaction described in this 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 purposes of, or in connection with, any requirement of the UK Securitisation Regulation Rules; and

- (b) except as expressly described in this Information Memorandum with regard to the UK Retention and the UK Credit-Granting Requirements, neither AMP Bank Limited nor any other party to the securitisation transaction described in this 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 purposes of, or in connection with, facilitating or enabling the compliance by any person with any applicable UK Investor Requirements, or
  - (ii) gives, or intends to give, any undertaking, representation or warranty with regard to any requirement of the UK Securitisation Regulation Rules.

Accordingly, UK Affected Investors should carefully assess, and, where relevant, consult with their own legal, accounting and other adviser and/or any other relevant regulator or other authority as to whether the undertakings by AMP Bank Limited described in this Information Memorandum and the information described in this Information Memorandum and otherwise available to UK Affected Investors is or will be sufficient for the purpose of complying with the UK Investor Requirements.

In addition, except as described in this Information Memorandum, no party to the securitisation transaction described in this 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, facilitating or enabling the compliance by any person with any applicable Investor Requirements 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. Failure to comply with the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules may occur if (amongst other things) there is a change in the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules or if AMP Bank Limited does not retain a sufficient interest in the EU Retention or the UK Retention.

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

None of AMP Bank Limited, 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 in this 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 Requirement, or that the structure of the Notes, the Originator (including its holding of the EU Retention and the UK Retention) and the transactions described in this Information Memorandum are or will be 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 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 the relevant person of the undertakings or representations 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, in each case, the specific obligations undertaken and/or representations made by the Originator in that regard as described above).

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

## 2.31 U.S. Risk Retention

The risk retention rules set out in Section 15G of the Securities Exchange Act of 1934 of the United States of America (as amended) as added by Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "**U.S. Risk Retention Rules**") came into effect on 24 December 2016 with respect to transactions such as the transaction described in this Information Memorandum, and generally require the "securitizer" of a "securitization transaction" to retain at least 5 per cent. of the "credit risk" of "securitized assets", as such terms are defined for purposes of the U.S. Risk Retention Rules, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation.

**The Originator does not undertake to retain at least 5 per cent. of the credit risk of the Mortgage Loans for the purposes of the U.S. Risk Retention Rules.** It is intended that the Originator will rely on an exemption provided for in the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitization transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Information Memorandum as "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitization transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Notes may not be purchased by Risk Retention U.S. persons unless such limitation is waived by the Trust Manager (on behalf of the Trustee). Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of U.S. person under Regulation S.

The Notes may not be purchased by, and will not be sold to any investor except for (a) investors that are not Risk Retention U.S. Persons, or (b) investors that have obtained a U.S. Risk Retention Waiver from the Trust Manager (on behalf of the Trustee). Each holder of a Note or a beneficial interest therein acquired in the initial offer for, issue of, or subscription for the Notes, by its acquisition of a Note or a beneficial interest in a Note, will be deemed to represent to the Trustee, the Originator, the Trust Manager, the Arranger and the Joint Lead Managers that it (1) either (a) is not a Risk Retention U.S. Person or (b) has received a waiver with respect to the U.S. Risk Retention rules from the Trust Manager (on behalf of the Trustee), (2) is acquiring such Note for its own account and not with a view to distribution of such Note, and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than through a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in the U.S. Risk Retention Rules described above). Neither the Trust Manager nor the Trustee is obliged to provide any waiver in respect of the U.S. Risk Retention rules.

The Trust Manager, the Originator, the Trustee, the Arranger and the Joint Lead Managers have agreed that none of the Trust Manager, the Originator, the Trustee, the Arranger or the Joint Lead Managers or any person who controls any of them or any director, officer, employee, agent or affiliate of the Trust Manager, the Originator, the Trustee, the Arranger or the Joint Lead Managers shall have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in the U.S. Risk Retention Rules, and none of the Trust Manager, the Originator, the Trustee, the Arranger or the Joint Lead Managers or any person who controls any of them or any director, officer, employee, agent or affiliate of any of the Trust Manager, the Originator, the Trustee, the Arranger or the Joint Lead Managers accepts any liability or responsibility whatsoever for any such determination, it being understood by the Trust Manager, the Originator, the Trustee, the Arranger and the Joint Lead Managers that the characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in the U.S. Risk Retention Rules shall be made on the basis of certain representations that are deemed to be made by each prospective investor.

There can be no assurance that the exemption provided for in the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. In particular, investment by Risk Retention U.S. Persons may not be limited to no more than 10 per cent. This may result from misidentification of Risk Retention U.S. Person investors as non-Risk Retention U.S. Person investors, or may result from market movements or other matters that affect the calculation of the 10 per cent. value on the Closing Date.

Failure to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes.

In addition, after the Closing Date, the U.S. Risk Retention Rules may have adverse effects on the Trustee and/or the holders of the Notes. Unless the exemption provided for in the U.S. Risk Retention Rules regarding non-U.S. transactions or another exemption is available, the U.S. Risk Retention Rules would apply to a refinancing of the Notes or in connection with material amendments to the terms of the Notes.

None of AMP Bank Limited, the Trust Manager, the Trustee, the Security Trustee, the Arranger, any Joint Lead Manager or the Interest Rate Swap Provider has any responsibility to maintain or enforce compliance with the U.S. Risk Retention Rules.

## 2.32 Japanese Due Diligence and Retention Rules

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 (the “**Rules**”). The Rules became applicable to such Japanese financial institutions from 31 March 2019.

The 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 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 Rules will apply to an investment by such affected investors in the Notes. The Japanese investors to which the Rules apply 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 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 Rules, and no assurances can be made as to the content, impact or interpretation of the 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 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 Rules is unknown.

AMP Bank Limited (as Originator) will undertake to retain the Retained Pool. As at the Closing Date, the Retained Pool bears similar loan characteristics to the securitised exposures.

AMP Bank Limited (as Originator) makes no statement or representation in relation to the regulatory capital consequences under the Rule for any person who invests in or holds any interest in Notes.

Some or all of the requirements for satisfying the Rules in respect of investments in the Notes may not be satisfied.

Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the scope and applicability of the Rule; (ii) as to the sufficiency of the information described in the Information Memorandum and (iii) as to the compliance with the Rule in respect of the transactions contemplated by this Information Memorandum. None of the Trustee, AMP Bank Limited or any other party to a Transaction Document makes any representation that the information described in this Information Memorandum is sufficient in all circumstances for such purposes.

None of AMP Bank Limited, the Trust Manager, the Trustee, the Security Trustee, the Arranger, any Joint Lead Manager or the Interest Rate Swap Provider has any responsibility to maintain or enforce compliance with the Rules.

## 2.33 Insolvency Law Reform

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

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

- 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 (from 1 January 2021).

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 TLA Act contains very broad anti-avoidance provisions. For example:
  - (i) The TLA Act deems that any contractual provision which is “in substance contrary to” the other stays will also be unenforceable.
  - (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**”) are not subject to the stay. The

Regulations, amongst other things, 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.

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

## **2.34 Anti-Money Laundering and Counter-Terrorism Financing and Sanctions Laws**

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:

- opening or providing an account, allowing any transaction in relation to an account or receiving instructions to transfer money in and out of the account;
- making loans to a borrower or allowing a transaction to occur in respect of that loan in the course of carrying on a loan business;
- in the capacity of an agent of a person, acquiring or disposing of securities in certain circumstances;
- issuing or selling a security in certain circumstances; and
- exchanging one currency for another, where the exchange is provided in the course of carrying on a currency exchange business.

A reporting entity must comply with the obligations contained in the AML/CTF Act. These obligations 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.

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 (eg 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 Note Holder.

## 2.35 Disclosure of risks related to the permanent cessation of BBSW

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

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 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 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 the 3-month BBSW.

The RBA, with the support of the Australian Prudential Regulation Authority and the Australian Securities and Investments Commission, has also recently urged Australian institutions to adhere to the 2020 IBOR Fallbacks Protocol and associated Supplement to the 2006 ISDA Definitions (the “**Benchmark Supplement**”) which were launched by the International Swaps and Derivatives Association on 23 October 2020 and prescribe fallback reference rates in the event BBSW cannot be determined or is not available. 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. The Australian Securitisation Forum published the “ASF Market Guideline on BBSW fallback provisions” on 11 November 2022 (“**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.

The Notes incorporate fallback provisions that are consistent with the ASF Market Guidelines and which apply in the event of a temporary disruption or permanent discontinuation of the benchmark rate. The fallback methodology involves the use of alternative benchmark rates (to the extent available) as the benchmark rate applicable to the Notes, including (i) in the case of a Permanent Discontinuation Trigger affecting BBSW, the AONIA Fallback Rate; (ii) in the event of a Permanent Discontinuation Trigger affecting AONIA, the RBA Recommended Rate; and (iii) in the event of a Permanent Discontinuation Trigger affecting the RBA Recommended Rate, the Final Fallback Rate. Any such alternative benchmark rates may, 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.

For example, whereas BBSW is expressed on the basis of a forward-looking term and is based on observed bid and offer rates for Australian prime bank eligible securities (which bid and offer rates may incorporate a premium for credit risk) AONIA is an overnight, 'risk-free' cash rate and will be applied to calculate interest on the Notes by methodology involving compounding in arrears using observed rates and the application of a spread adjustment. Accordingly, where AONIA (or any other benchmark rate determined by compounding in arrears) applies in respect of the Notes, it may be difficult for investors in the Notes to estimate reliably in advance the amount of interest which will be payable on those Notes for a particular Coupon Period.

No assurances can be provided that AONIA or any other alternate rate applied to the Notes as described above will have characteristics that are similar to, or be sufficient to produce the economic equivalent of, BBSW or any other alternate rate which may have previously applied at any time under the framework described above.

Prospective investors should be aware that the market is still developing in relation to AONIA as a reference rate in the capital markets. It is not possible to predict what effect the application of AONIA (or any other alternative benchmark rate for the Notes) in determining the interest on the Notes may have on the price, value or liquidity of the Notes.

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

Certain amendments may be made to the Transaction Documents without the approval of the Note Holders or other Secured Creditors if at any time a Permanent Discontinuation Trigger occurs with respect to BBSW (or other Applicable Benchmark Rate) and the Trust Manager determines that such amendments to the Transaction Documents are necessary to give effect to the application of the applicable Fallback Rate in the manner contemplated by Section 5.2(g) ("*Permanent Discontinuation Fallback*").

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 and the potential application and risks associated with the potential application of the AONIA Fallback Rate and other Applicable Benchmark Rates in making any investment decision with respect to any Notes.

None of AMP Bank Limited (in any capacity), the Trustee, the Manager, the Security Trustee, the Arranger, the Joint Lead Managers or any other party to the Transaction Documents accepts

any responsibility or liability (in negligence or otherwise) for any loss or damage resulting from the use of existing benchmark rates such as BBSW or any alternative benchmark rates.

### **2.36 The spread of COVID-19 may adversely affect investors in the 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.

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 Notes.

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

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

Such disruptions in markets and credit conditions have had (in some cases), and may continue to have, the effect of depressing the market values of mortgage-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 Notes.



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### **3. The Progress 2024-2 Trust**

#### **3.1 Constitution of the Trust**

The Trust is established pursuant to the Master Trust Deed by the execution of the Notice of Creation of Trust and the lodgement with the Trustee of the sum of A\$55 by the Trust Manager.

The parties to the Series Notice have agreed that the terms and conditions for the constitution of the Trust and the issue of Notes in respect of the Trust will be the terms and conditions set out in the Master Trust Deed and the Series Notice.

#### **3.2 Realisation of Trust Assets**

##### **(a) Realisation of Assets of Trust**

As soon as practicable after the Termination Date for the Trust, the Trustee (in conjunction with, and as directed by, the Trust Manager) must sell and realise the Mortgage Loans of the Trust. To the extent practicable, that sale must be completed within 180 days after the Termination Date of the Trust. During that 180 day period, the Trustee must not sell (and must not be directed by the Trust Manager to sell) any Mortgage Loan for less than its Repurchase Price.

If the Trustee is unable to sell the Mortgage Loans as contemplated above during the 180 day period, the Trustee may as directed by the Trust Manager sell the Mortgage Loans after the 180 day period for an amount less than the Repurchase Price subject to the Trustee receiving the approval of an Extraordinary Resolution of Note Holders.

The proceeds from the sale of Mortgage Loans shall be distributed in accordance with the Master Trust Deed (but subject at all times to any enforcement action taken under the Master Security Trust Deed). Any surplus (after satisfaction of all liabilities) is to be distributed to the Residual Capital Unitholders.

##### **(b) Option to Sell to Originator**

On the Termination Date for the Trust, the Trustee may, at the direction of the Trust Manager, offer to extinguish in favour of the Originator, its entire right, title and interest in the Mortgage Loans in return for the payment to the Trustee of an amount equal to the Repurchase Price of the Mortgage Loans. If the Originator accepts such offer, it must pay the Repurchase Price to the Trustee and the Trustee must execute whatever documents the Originator reasonably requires to complete the extinguishment of the Trustee's rights, title and interest in the Mortgage Loans.

The Originator may not accept an offer to purchase any Mortgage Loans as described in the paragraph above unless the aggregate Unpaid Balance of the Mortgage Loans is on the last day of the preceding Collection Period, when expressed as a percentage of the aggregate Unpaid Balance of the Mortgage Loans as at the Closing Date, at or below 10%.

### **3.3 Entitlement of Holder of the Residual Income Unit and Holders of the Residual Capital Unit**

(a) **General**

The beneficial interest in the Trust is represented by the issue of:

- (i) ten Residual Capital Units; and
- (ii) one Residual Income Unit;

in accordance with the terms of the Master Trust Deed, the Notice of Creation of Trust and the Series Notice.

(b) **Entitlement to payments**

The holders of the Units have the right to receive distributions under the Series Notice only to the extent that funds are available for distribution in accordance with the Series Notice for distribution to them (see Sections 6.3(j) and 6.3(n) (“*Underlying Cash Flows*”). Subject to this, the holders of the Units have no right to receive distributions other than a right to receive on the termination of the Trust the amount of the initial investment it made in respect of the Trust and any other surplus Assets of the Trust on its termination in accordance with the terms of the Series Notice.

(c) **Transfer**

- (i) The interest of the Residual Income Unitholder and a Residual Capital Unitholder under the Trust is not redeemable or transferable without the written consent of the Trustee or the Trust Manager if the redemption or transfer would have a Material Adverse Effect or would lead to the Trustee incurring any actual or potential Tax liability, or being consolidated with any group.
- (ii) The Residual Income Unit must not be issued to any person unless that person is also then the holder of a Residual Capital Unit.
- (iii) At all times there must be at least one Residual Capital Unit and at least one Residual Income Unit on issue.

(d) **Ranking**

The rights, claims and interest of the Residual Income Unitholder and the Residual Capital Unitholders at all times rank after, and are subject to, the interests of the Secured Creditors. No interest is payable on or in respect of any Unit.

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## 4. Assets of the Trust

The Assets of the Trust will include the right, title and interest in the Mortgage Loans and Related Securities transferred by the Seller and the Disposing Trustee to the Trust on the Closing Date.

### 4.1 Description of Mortgage Loans

The Mortgage Loans will be sourced from a pool of loans originated by the Originator (or previously acquired by the Originator from the other Permitted Originators). Approximately 37.93% of these Mortgage Loans were, immediately before their transfer to the Trust, held as an asset of the Disposing Trust. Approximately 62.07% of these Mortgage Loans were, immediately before their transfer to the Trust, held by the Seller. Each Mortgage Loan is secured by a first ranking Mortgage over residential property located in Australia.

### 4.2 Transfer of the Mortgage Loans

On the Closing Date, the Disposing Trustee as trustee of the Disposing Trust will, pursuant to the Receivables Transfer Direction, and the Seller will, pursuant to the Sale Notice, offer to cease holding the benefit of the Mortgage Loans. The Trustee will pay the relevant Purchase Price to the Disposing Trustee as trustee of the Disposing Trust or the Seller (as the case may be). This results in the Trustee holding all of the right, title and interest in the relevant Mortgage Loans as trustee of the Trust. No notice of this transfer will be given to the Debtors.

The transfer of the Mortgage Loans from:

- (i) the Originator to the Disposing Trust, and subsequently from the Disposing Trust to the Trust; and
- (ii) the Seller to the Trust,

is in equity only. The Trustee will not be entitled to take any steps to perfect its legal title or give notice to any party to the Title Documents unless a Title Perfection Event occurs.

#### (a) Title Perfection Event

If a Title Perfection Event occurs, the Trustee and the Trust Manager must take such steps as are necessary to protect the Trustee's interest in, and title to, the Mortgage Loans.

A Title Perfection Event will occur if:

- (i) an Insolvency Event occurs in respect of the Originator;
- (ii) the Originator or the Servicer fails to pay Collections within 3 Business Days of the due date for payment (except where the failure to pay is caused by an event which is not within the control of the Originator or the Servicer).

#### (b) Document Custody

The Originator (in its role as Custodian) must, pursuant to the Series Notice, hold all Title Documents including the Loan Agreements, Mortgages, Related Securities, certificates of title and Mortgage Insurance Policies. If a Custodian Transfer Event occurs the Title Documents are to be delivered to the Trustee or another custodian nominated by the Trustee where they shall remain unless held by or in transit to or

from, a stamp duties office, a land titles office or other government agency for stamping or registration purposes.

Pursuant to the Series Notice, the Custodian has the right to delegate some or all of its obligations under the Series Notice. The Custodian has determined to exercise that right and appoint Perpetual Trustee Company Limited as its delegate. However, the Custodian will remain liable for the acts or omissions of Perpetual Trustee Company Limited as its delegate.

### **4.3 Eligibility Criteria**

The Servicer will warrant to the Trustee as at the Cut-Off Date that each Mortgage Loan referred to in the Receivables Transfer Direction or Sale Notice (as the case may be) meets the following Eligibility Criteria on that day for the Trust. The Eligibility Criteria for the Trust for each Mortgage Loan are as follows:

- (a) the Mortgage Loan (other than a FLA Mortgage Loan) must have been fully drawn prior to the “Cut-Off Date” (as defined in the Disposing Trust Series Notice) or, where the Seller is AMP Bank Limited, the Cut-Off Date;
- (b) the Mortgage Loan must be secured by a valid and enforceable first ranking registered Mortgage over the Debtor’s residential property or properties which may as at the Cut-Off Date have erected on it a residential dwelling;
- (c) the Unpaid Balance of the Mortgage Loan must not exceed A\$2,000,000 as at the Cut-Off Date;
- (d) the LVR of the Mortgage Loan must be less than or equal to 95% as at the Cut-off Date;
- (e) the term of the Mortgage Loan (plus any extensions to the Mortgage Loan) does not exceed 31 years from the commencement of the first full instalment period for that Mortgage Loan;
- (f) the Mortgage Loan requires principal and interest payments sufficient to pay interest and fully repay the principal of the Mortgage Loan;
- (g) the Mortgage Loan is not a loan in favour of a current employee of AMP Bank Limited as at the Cut-Off Date relating to that Mortgage Loan;
- (h) only the Originator may have an obligation to fund Redraws in respect of the Mortgage Loan;
- (i) if the LVR of the Mortgage Loan at origination is greater than 80%, that Mortgage Loan must be covered by a Mortgage Insurance Policy providing 100% cover of principal and interest losses in respect of the Mortgage Loan;
- (j) the Mortgage Loan must mature at least 18 months prior to the Final Maturity Date;
- (k) the Land the subject of the Related Security is located in either Queensland, New South Wales, Victoria, South Australia, Northern Territory, Western Australia, Tasmania or the Australian Capital Territory;
- (l) the Mortgage Loan is not a construction loan;
- (m) the Mortgage Loan must be denominated in A\$; and

- (n) the Mortgage Loan must not be Delinquent for more than 30 consecutive days, as at the Cut-Off Date.

#### **4.4 Disposing Trustee Representations**

The Disposing Trustee will represent and warrant to the Trustee and the Trust Manager as follows in relation to the Mortgage Loans and the Related Securities referred to in the Receivables Transfer Direction:

- (a) that:
  - (i) to the best of its knowledge the Disposing Trustee acquired equitable title (in its capacity as trustee of the Disposing Trust) to the Mortgage Loans and Related Security from the Originator; and
  - (ii) the Disposing Trustee has not taken any action to create any Encumbrance over the Mortgage Loans and Related Security (other than under the Disposing Trust Transaction Documents, and its right of indemnity as trustee of the Disposing Trust);
- (b) the Disposing Trustee has not done anything in relation to the Mortgage Loans and Related Securities to prevent them from being valid, binding and enforceable against the relevant Debtors in all material respects;
- (c) the Disposing Trustee is solvent;
- (d) the Disposing Trustee has not done anything which would render, once assigned to the Trustee, any Mortgage Loan or Related Security subject to any right of rescission, set-off, counterclaim or similar defence; and
- (e) the Disposing Trustee has in good faith complied with the direction of the Trust Manager in respect of the Receivables Transfer Direction.

The Disposing Trustee will indemnify the Trustee against any liability or loss arising from any representation or warranty being incorrect when made in relation to a Mortgage Loan.

#### **4.5 Servicer Representations**

AMP Bank Limited as Servicer will represent and warrant to the Trustee as at the Closing Date that:

- (a) the Mortgage Loans and Related Securities which are the subject of a Sale Notice or a Receivables Transfer Direction (as applicable) comply with the Eligibility Criteria as at the Cut-Off Date in relation to those Mortgage Loans and Related Securities;
- (b) the Mortgage Loans and Related Securities which are the subject of a Sale Notice or a Receivables Transfer Direction (as applicable) require payments in respect of them to be made to the Originator free of set-off other than those permitted by law as at the Cut-Off Date in relation to those Mortgage Loans and Related Securities;
- (c) at all times from the origination of a Mortgage Loan to the Closing Date specified in a Sale Notice or a Receivables Transfer Direction (as applicable) relating to that Mortgage Loan, the Servicer has complied with Consumer Credit Code to the extent that the Consumer Credit Code applies to that Mortgage Loan;
- (d) in relation to the Mortgage Loans and the Related Securities referred to in any Sale Notice or Receivables Transfer Direction (as applicable) the Land the subject of

each Receivable is insured under an Insurance Policy as at the relevant Cut-Off Date.

The Servicer will indemnify the Trustee against any liability or loss which the Trustee may incur as a result of a breach by the Servicer of any of the above representations or warranties.

#### **4.6 Originator Confirmation**

The Originator will confirm to the Trustee that the representations and warranties given by the Originator in respect of the Mortgage Loans previously assigned to the Disposing Trustee were true and correct as at the date of such previous assignment.

The Originator will indemnify the Trustee against any liability or loss which the Trustee may incur as a result of a breach by the Originator of any of the above representations or warranties.

That obligation to indemnify the Trustee will be satisfied to the extent the Disposing Trustee is required by the Trustee to repurchase the relevant Mortgage Loans from the Trustee. The Disposing Trustee will only be so obliged to the extent it is able to exercise any right it may have to require the Originator to repurchase the relevant Mortgage Loans from it.

Such a right will only be available to the Disposing Trustee for a period of 120 days after the date on which the Mortgage Loans were previously assigned by the Originator to the Disposing Trustee.

#### **4.7 Seller Representations**

AMP Bank Limited as Seller will represent and warrant to the Trustee and the Trust Manager as at the Closing Date that:

- (a) it is validly incorporated and existing;
- (b) it has the corporate power to own its assets and to carry on its business as it is now being conducted;
- (c) it has full power and authority to enter into and perform its obligations under each Transaction Document to which it is a party;
- (d) it has taken all necessary action to authorise the execution, delivery and performance of each Transaction Document to which it is a party and no additional approval or consent of any person is required;
- (e) each authorisation which is required in relation to the execution, delivery and performance of each Transaction Document to which it is a party has been obtained;
- (f) each of the Transaction Documents to which it is a party constitute legal, valid and binding obligations of it and are enforceable in accordance with their respective terms;
- (g) the execution, delivery and performance by it of each of the Transaction Documents to which it is a party does not and will not violate any material provision of:
  - (i) any law, regulation authorisation, ruling, consent, judgement, order or decree of any Governmental Agency;
  - (ii) the constitution or other constituent documents; or

- (iii) any Encumbrance or document which is binding upon it or any of its assets,

and does not and will not result in the acceleration of the date of payment of any obligation existing under, any Encumbrance or document which is binding upon it or its assets; and

- (h) it has not created or attempted to create any Encumbrance over the Assets of the Trust other than under the Transaction Documents.

## **4.8 Redraws**

Under the terms of the Mortgage Loans, Debtors may at any time be granted Redraws.

Where directed by the Trust Manager, the Servicer will apply any Principal Collections held by the Servicer during a Collection Period towards funding Redraws in respect of that Collection Period. The Trust Manager will only give such a direction to the extent that there are sufficient Principal Collections received during a Collection Period from time to time to fund such Redraws.

The Trustee must, if so directed by the Trust Manager, apply Total Available Principal (to the extent available) in:

- (a) repaying any Redraws funded by the Originator (to the extent it has not previously been repaid);
- (b) repaying any Redraw Principal Outstanding; and
- (c) repaying any Redraw Notes issued by the Trustee.

Total Available Principal available on a Payment Date for the above purposes will be that amount determined by the Trust Manager from time to time in accordance with the Cashflow Allocation Methodology (see Section 6 (“*Cashflow Allocation Methodology*”)).

If the Trust Manager considers that there is a Redraw Shortfall, then the Trust Manager must direct the Trustee to make a drawdown under the Redraw Facility for an amount equal to the lesser of the Redraw Shortfall and the amount then available to be drawn down under the Redraw Facility Agreement.

If the Redraw Shortfall is greater than the amount then available to be drawn down under the Redraw Facility, the Trust Manager may (in its discretion) direct the Trustee to issue Redraw Notes on such Business Day, and with such aggregate Initial Invested Amount as determined by the Trust Manager, having regard to the Redraw Shortfall.

If the Originator makes a further advance (excluding a Redraw) to a Debtor in respect of a Mortgage Loan, the Originator may (in its absolute discretion) make a payment to the Trustee of an amount equal to the Fair Market Value (as determined by the Trust Manager, acting reasonably and in good faith) plus accrued but unpaid interest in respect of that Mortgage Loan and each other Mortgage Loan sharing the same Related Security as that Mortgage Loan. If the Originator makes such payment, the relevant Mortgage Loans are, for the purposes of the Series Notice only, treated as having been repaid in full. The Originator must not exercise such rights if the Originator is aware that the Debtor with respect to the Mortgage Loan is in default of its obligations under the Mortgage Loan or the Fair Market Value of each such Mortgage Loan is less than the Outstanding Balance of the relevant Mortgage Loan.

## 4.9 Interest Rate Swap Agreement

The Trustee has entered into the Interest Rate Swap Agreement with the Interest Rate Swap Provider. Any swap transactions entered into under the Interest Rate Swap Agreement must be on terms that are notified to each Designated Rating Agency by the Trust Manager and which the Trust Manager determines will not result in an Adverse Rating Effect.

See Section 10 (“*Interest Rate Swap*”) for further details.

## 4.10 Threshold Rate

The “**Threshold Rate**” will be determined by the Trust Manager on each Payment Date and will be the minimum weighted average interest rate required to be set on the Mortgage Loans which will ensure that the Trustee will have sufficient funds available to make Required Payments from time to time (assuming that all parties comply with their obligations under such documents and the Mortgage Loans and taking into account Fixed Interest Rate Term Loans and moneys held in authorised investments where the yield is determined externally and not by the Servicer).

## 4.11 Sale of Mortgage Loans

- (a) Subject to paragraph (b) below, the Trustee must, if so directed by the Trust Manager, sell its right, title and interest in and to a Mortgage Loan for an amount at least equal to the then Outstanding Balance of such Mortgage Loan plus any accrued interest on such Mortgage Loan.
- (b) The Trust Manager must not give a direction to the Trustee to sell a Mortgage Loan under paragraph (a) above unless, the sale is in respect of a Mortgage Loan for which the relevant Debtor has requested:
  - (i) a conversion of the floating rate on that Mortgage Loan into a fixed rate of interest;
  - (ii) a change in the interest rate structure from an amortising loan to an interest-only loan;
  - (iii) a change in the loan structure;
  - (iv) a substitution of any Related Security in respect of that Mortgage Loan; or
  - (v) any change to that Mortgage Loan as contemplated or allowed for by Prudential Standard APS 120 (as published by the Australian Prudential Regulation Authority, effective as of 1 January 2024).

## 4.12 Conversion of Variable Interest Rate Term Loan

If a Variable Interest Rate Term Loan converts to a Fixed Interest Rate Term Loan at the request of the Debtor, the Trust Manager must direct the Trustee to (and the Trustee must, if so directed by the Trust Manager) sell its right, title and interest in and to such Mortgage Loan in accordance with Section 4.11 (“*Sale of Mortgage Loans*”).

## 4.13 Collection Account

The Trustee must as soon as reasonably practicable following the constitution of the Trust:

- (a) establish the AMP Collection Account; and



(b) establish the Eligible Bank Collection Account.

Provided a Collections Event does not subsist, the Servicer may retain Collections until the day immediately prior to the next Payment Date when it must then deposit such Collections (together with an additional amount calculated as interest on such Collections) into either the AMP Collection Account or the Eligible Bank Collection Account or pay such amount as otherwise directed by the Trustee.

If the Servicer does not have the Required Credit Rating, the Servicer must remit to the Eligible Bank Collection Account all amounts then deposited in the AMP Collection Account and all Collections then held by AMP within 2 Business Days, and thereafter all Collections received within 2 Business Days following receipt.

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## 5. Description of the Notes

The Notes constitute debt securities issued by the Trustee in its capacity as trustee of the Trust. The Trustee's liability to pay interest and principal in respect of the Notes will be limited to the Assets of the Trust, except in the case of its fraud, negligence or wilful default (as further described in Section 7.1(h) ("*The Trustee*").

The Notes are characterised as multi-class mortgage backed, secured, limited recourse, amortising, pass-through floating rate debt securities. The Notes may be redeemed by the Trustee in accordance with the Call Option.

The Notes are issued with the benefit of, and subject to, the Master Trust Deed, the Series Notice and the Master Security Trust Deed.

### 5.1 Classes of Notes

The following seven separate classes of Notes will be initially issued by the Trustee:

- (a) Class A Notes;
- (b) Class AB Notes;
- (c) Class B Notes;
- (d) Class C Notes;
- (e) Class D Notes;
- (f) Class E Notes; and
- (g) Class F Notes.

Redraw Notes may also be issued by the Trustee at the direction of the Trust Manager from time to time as described in Section 1.4 ("*Principal Payments*").

### 5.2 Coupon on the Notes

The Notes will bear interest equal to the Coupon. The Coupon will be paid in arrears on each Payment Date.

No Coupon will be payable on a Payment Date in respect of the Class F Notes until all Coupon payable on that Payment Date in respect of the Class A Notes, the Redraw Notes (if any), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. The Class F Notes rank after the Class A Notes, the Redraw Notes (if any), the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes in respect of payments of Coupon before and after the occurrence of an Event of Default and the enforcement of the Security.

No Coupon will be payable on a Payment Date in respect of the Class E Notes until all Coupon payable on that Payment Date in respect of the Class A Notes, the Redraw Notes (if any), the Class AB Notes, the Class B Notes, the Class C Notes and the Class D Notes has been paid in full. The Class E Notes rank after the Class A Notes, the Redraw Notes (if any), the Class AB Notes, the Class B Notes, the Class C Notes and the Class D Notes in respect of payments of Coupon both before and after the occurrence of an Event of Default and the enforcement of the Security.

No Coupon will be payable on a payment date in respect of the Class D Notes until all Coupon payable on that Payment Date in respect of the Class A Notes, the Redraw Notes (if any), the Class AB Notes, the Class B Notes and the Class C Notes has been paid in full. The Class D Notes rank after the Class A Notes, the Redraw Notes (if any), the Class AB Notes, the Class B Notes and the Class C Notes in respect of payments of Coupon both before and after the occurrence of an Event of Default and the enforcement of the Security.

No Coupon will be payable on a Payment Date in respect of the Class C Notes until all Coupon payable on that Payment Date in respect of the Class A Notes, the Redraw Notes (if any), the Class AB Notes and the Class B Notes has been paid in full. The Class C Notes rank after the Class A Notes, the Redraw Notes (if any), the Class AB Notes and the Class B Notes in respect of payments of Coupon both before and after the occurrence of an Event of Default and the enforcement of the Security.

No Coupon will be payable on a Payment Date in respect of the Class B Notes until all Coupon payable on that Payment Date in respect of the Class A Notes, the Redraw Notes (if any) and the Class AB Notes has been paid in full. The Class B Notes rank after the Class A Notes, the Redraw Notes (if any) and the Class AB Notes in respect of payments of Coupon both before and after the occurrence of an Event of Default and the enforcement of the Security.

No Coupon will be payable on a Payment Date in respect of the Class AB Notes until all Coupon payable on that Payment Date in respect of the Class A Notes and Redraw Notes (if any) has been paid in full. The Class AB Notes rank after the Class A Notes and Redraw Notes (if any) in respect of payments of Coupon both before and after the occurrence of an Event of Default and the enforcement of the Security.

(a) **Calculation of the Coupon on a Payment Date**

Calculation of the Coupon on a Payment Date for a Note will be determined for a Coupon Period based on:

- (i) the Coupon Rate for that Coupon Period; multiplied by
- (ii)
  - A. subject to paragraph (B) below, the Invested Amount for that Note (or in the case of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes only, the relevant Stated Amount) on the first day of that Coupon Period; or
  - B. the Stated Amount if the Stated Amount of the Note is zero, multiplied by
- (iii) the number of days in that Coupon Period, divided by 365,

and calculated to the nearest cent.

If a calculation of a Coupon Rate in respect of a class of Notes and a Coupon Period produces a rate of less than zero percent, the Coupon Rate in respect of that class of Notes for that Coupon Period will be zero percent

(b) **Coupon Rate**

The Coupon Rate for a Class A Note and for a Coupon Period will be equal to the aggregate of:

- (i) the BBSW Rate at that time as determined on the Interest Determination Date;
- (ii) the Margin for the Class A Note; and
- (iii) if that Coupon Period commences on or after the first Call Option Date, the Step Up Margin.

The Coupon Rate for a class of Notes (other than a Class A Note) and for a Coupon Period will be equal to the aggregate of:

- (i) the BBSW Rate at that time as determined on the Interest Determination Date; and
- (ii) the relevant Margin for that class of Notes.

The first Coupon Rate for each class of Notes will be set on the Closing Date and will be equal to the BBSW Rate at that time as determined on the Interest Determination Date plus the Margin for that class of Notes.

The Coupon Rate for each class of the Notes will be reset on each Payment Date.

(c) **Coupon Period**

A Coupon Period commences on (and includes) a Payment Date and ends on (but excludes) the next Payment Date. The first Coupon Period commences on (and includes) the Closing Date and ends on (but excludes) the first Payment Date. The final Coupon Period for a class of Notes commences on and includes the Payment Date immediately preceding the Final Maturity Date and ends on (but excludes) the Final Maturity Date.

(d) **Payment of Coupon**

Coupon shall be paid to all Note Holders whose names appear in the Register of Note Holders as at 5:00 p.m. (Sydney time) on the Determination Date prior to a Payment Date.

The Coupon on the Class F Notes will be reduced pari passu and rateably to the extent that there are insufficient funds available to pay the Coupon on the Class F Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

The Coupon on the Class E Notes will be reduced pari passu and rateably to the extent that there are insufficient funds available to pay the Coupon on the Class E Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

The Coupon on the Class D Notes will be reduced pari passu and rateably to the extent that there are insufficient funds available to pay the Coupon on the Class D

Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

The Coupon on the Class C Notes will be reduced to the extent that there are insufficient funds available to pay the Coupon on the Class C Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

The Coupon on the Class B Notes will be reduced to the extent that there are insufficient funds available to pay the Coupon on the Class B Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

The Coupon on the Class AB Notes will be reduced to the extent that there are insufficient funds available to pay the Coupon on the Class AB Notes on the Payment Date in accordance with the Series Notice. Any such amount not paid in respect of the preceding Coupon Period will be carried over into the next Coupon Period and paid (together with Coupon for that Coupon Period) subject to available funds on the next Payment Date.

A failure to pay the Coupon on the Class A Notes or Redraw Notes within 10 Business Days after the Payment Date will be an Event of Default under the Master Security Trust Deed. A failure to pay the Coupon on the Class AB Notes on the Payment Date will not be an Event of Default until the Invested Amounts of the Class A Notes and Redraw Notes are repaid in full. A failure to pay the Coupon on the Class B Notes on the Payment Date will not be an Event of Default until the Invested Amount of the Class AB Notes is repaid in full. A failure to pay the Coupon on the Class C Notes on the Payment Date will not be an Event of Default until the Invested Amount of the Class B Notes is repaid in full. A failure to pay the Coupon on the Class D Notes on the Payment Date will not be an Event of Default until the Invested Amount of the Class C Notes is repaid in full. A failure to pay the Coupon on the Class E Notes on the Payment Date will not be an Event of Default until the Invested Amount of the Class D Notes is repaid in full. A failure to pay the Coupon on the Class F Notes on the Payment Date will not be an Event of Default until the Invested Amount of the Class E Notes is repaid in full.

Overdue or default interest is not payable on any Coupon due on any Class of Notes if the Coupon due in respect of that Class of Notes is not paid in full on the relevant Payment Date.

(e) **Order of payment of Coupon**

Both before and after the occurrence of an Event of Default and enforcement of the Security, in respect of the payment of Coupon:

- (i) the Class A Notes rank ahead of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

- (ii) the Class AB Notes rank pari passu amongst themselves, after the Class A Notes and ahead of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;
- (iii) the Class B Notes rank pari passu amongst themselves, after the Class A Notes and the Class AB Notes and ahead of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;
- (iv) the Class C Notes rank pari passu amongst themselves, after the Class A Notes, the Class AB Notes and the Class B Notes, and ahead of the Class D Notes, the Class E Notes and the Class F Notes;
- (v) the Class D Notes rank pari passu amongst themselves and after the Class A Notes, the Class AB Notes, the Class B Notes and the Class C Notes and ahead of the Class E Notes and the Class F Notes;
- (vi) the Class E Notes rank pari passu amongst themselves and after the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes and the Class D Notes and ahead of the Class F Notes; and
- (vii) the Class F Notes rank pari passu amongst themselves and after the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the D Notes and the Class E Notes,

in order of payment.

If any Redraw Notes are issued, they will rank pari passu amongst themselves and with the Class A Notes and ahead of the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes for payment of Coupon both before and after the occurrence of an Event of Default and enforcement of the Security.

(f) **Temporary Disruption Fallback**

Subject to Section 5.2(g) (“*Permanent Discontinuation Fallback*”), if a Temporary Disruption Trigger occurs in respect of an Applicable Benchmark Rate, the rate for any day for which that Temporary Disruption Trigger is continuing and that Applicable Benchmark Rate is required will be the rate determined in accordance with the Temporary Disruption Fallback for that Applicable Benchmark Rate.

(g) **Permanent Discontinuation Fallback**

If a Permanent Discontinuation Trigger occurs in respect of an Applicable Benchmark Rate, the rate for any Coupon Determination Date which occurs on or following the applicable Permanent Fallback Effective Date will be the Fallback Rate determined in accordance with the Permanent Discontinuation Fallback for that Applicable Benchmark Rate.

The Calculation Agent must notify each Designated Rating Agency upon becoming aware of the occurrence of a Permanent Discontinuation Trigger and upon the commencement of the application of a new Applicable Benchmark Rate following that Permanent Discontinuation Trigger.

(h) **Decisions and determinations are final and conclusive**

All determinations, decisions, calculations, settings and elections required by Section 5.2 (“*Coupon on the Notes*”) and any related definitions are to be made by

the Calculation Agent. Any such determination, decision, calculation, setting or election, including (without limitation) any determination with respect to the level of a benchmark, rate or spread, the adjustment of a benchmark, rate or spread or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error, may be made in the Calculation Agent's sole discretion and, notwithstanding anything to the contrary in the Transaction Documents, will become effective as made without any requirement for the consent or approval of Note Holders or any other person.

### **5.3 Principal Repayments**

Other than after the occurrence of an Event of Default and enforcement of the Security, on each Payment Date, the funds comprising Total Available Principal held by the Trustee will be applied in accordance with the Cashflow Allocation Methodology towards, among other things and when applicable, principal repayment of the Notes.

Upon the occurrence of an Event of Default and enforcement of the Security, principal repayment will be applied in accordance with the Master Security Trust Deed and the General Security Deed.

Each Note will be finally redeemed, and the obligations of the Trustee with respect to the payment of the Invested Amount of that Note will be finally discharged, on the date on which the Invested Amount of that Note is reduced to zero.

### **5.4 Payments**

(a) **Manner**

The Trustee and the Servicer will make all payments:

- (i) by Cleared Funds (unless otherwise agreed) to the account specified by the payee, in either case, by 4.00 pm (Sydney time) on the due date;
- (ii) without set-off, counterclaim or other deduction, unless required by any applicable law to make such a deduction, or where the deduction is made under or in connection with, or in order to ensure compliance with FATCA; and
- (iii) in accordance with this Information Memorandum.

(b) **Modified Following Business Day Convention**

The Modified Following Business Day Convention will apply to the Payment Date in respect of the Notes.

(c) **Cleared Funds**

Notwithstanding any other provision of the Series Notice, where the proceeds of a payment due to the Trustee on a day are required to be applied by the Trustee towards some other payment due on the same day, the payment to the Trustee must be made in Cleared Funds in sufficient time to allow the Trustee to make that other payment and the Trustee will have no obligation to make the other payment until the first payment has been made.

## 5.5 Information reporting

- (a) Promptly upon request, each Note Holder shall provide to the Trustee (or other person responsible for FATCA reporting or delivery of information under FATCA) information sufficient to allow the Trustee to perform its FATCA reporting obligations, including properly completed and signed tax certifications:
- (i) IRS Form W-9 (or applicable successor form) in the case of a Note Holder that is a “United States Person” within the meaning of the United States Internal Revenue Code of 1986; or
  - (ii) the appropriate IRS Form W-8 (or applicable successor form) in the case of a Note Holder that is not a “United States Person” within the meaning of the United States Internal Revenue Code of 1986.
- (b) If the Trust Manager determines that the Trustee has made a “foreign passthru payment” (as that term is or will at the relevant time be defined under FATCA), the Trust Manager shall provide notice of such payment to the Trustee, and, to the extent reasonably requested by the Trustee, the Trust Manager shall provide the Trustee with any non-confidential information provided by Note Holders in its possession that would assist the Trustee in determining whether or not, and to what extent, any withholding or deduction arising under or in connection with, or to ensure compliance with, FATCA, is applicable to such payment on the Notes.

## 5.6 The Register

The Trustee must keep an up to date register of Note Holders in respect of the Trust (the “**Register of Note Holders**”).

The Register of Note Holders must contain the Invested Amount and Stated Amount of the Notes issued, the name and address of each Note Holder and all other information required under the Transaction Documents.

The Trust Manager may inspect the Register of Note Holders and each Note Holder and its authorised representative may inspect that part of the Register of Note Holders which relates to the relevant Note Holder in all cases free of charge at any time when the Trustee’s registered office is required to be open and accessible to the public. The Trustee shall give a copy of the Register of Note Holders or part of it to the Trust Manager within 3 Business Days of receipt of a request from the Trust Manager.

The Trustee from time to time may close the Register of Note Holders but no part of the Register of Note Holders may be closed for more than 30 days in aggregate in any calendar year.

## 5.7 Lodgement of the Notes in Austraclear

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.

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 Note Holders will be directed to Austraclear Limited.



If Notes are lodged into the Austraclear system, Austraclear Limited will become the registered holder of those Notes in the Register of Note Holders. While those Notes remain in the Austraclear system:

- (a) all payments and notices required of the Trustee and the Trust 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.

If the Notes are registered with the Austraclear system, interests in the Notes may be held through Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear system by the relevant nominee of Euroclear, from time to time, while entitlements in respect of holdings of interests in the Notes in Clearstream, Luxembourg would be held in the Austraclear system by the relevant nominee of Clearstream, Luxembourg, from time to time.

The rights of a holder of interests in Notes held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominees and the rules and regulations of the Austraclear system.

In addition, any transfer of interests in Notes which are held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear system, be subject to the Corporations Act and the other requirements set out in Section 5.11 (“*Transfer of Notes*”).

## **5.8 Acknowledgments in respect of Notes**

An Acknowledgment in respect of a Note issued by the Trustee is not a certificate of title as to the Note and the Register of Note Holders is the only conclusive evidence of title to the Note.

## **5.9 Notices to the Note Holders**

Where the Trust Manager or the Trustee is obliged to give notices to the Note Holders under the Transaction Documents, such notices may be given:

- (a) in writing and sent to the address of the Note Holders then appearing on the Register of Note Holders; or
- (b) by an advertisement placed on a Business Day in the Australian Financial Review or other nationally distributed newspaper.

## **5.10 Rights of Note Holders**

Except to the extent of any interest arising under the Master Security Trust Deed, Note Holders do not own and have no interest in the Trust or any of the Assets of the Trust. Note Holders have no right to seek the removal of the Trustee, the Trust Manager or the Servicer nor to seek the winding up or termination of the Trust.

With the exception of specific circumstances described in the Transaction Documents, Note Holders have no right to influence, question or interfere with the rights or powers of the Trustee or any other party to the Transaction Documents in their dealings with the Trust and the Assets of the Trust.

Additionally, no Note Holder is entitled to:

- (a) require the transfer to it of any Asset of the Trust;
- (b) exercise a right in respect of any Assets of the Trust or lodge or enter a caveat or other notice affecting an Asset of the Trust or otherwise claim any interest in an Asset of the Trust or the Trust Manager;
- (c) have any recourse whatsoever to the Trustee in its personal capacity except to the extent of any fraud, negligence or wilful default on the part of the Trustee;
- (d) seek to terminate or wind up the Trust; or
- (e) seek to remove the Trustee or the Trust Manager.

## 5.11 Transfer of Notes

All transfers of Notes must be in writing in the form of a transfer form as agreed between the Trust Manager and the Trustee (the “**Transfer Form**”).

Every Transfer Form must be duly completed, duly stamped (if applicable), executed by the transferor and the transferee and delivered to the Trustee together with the Acknowledgment relating to the Notes to be transferred. The transferor is deemed to remain the owner of the Notes for all purposes until the name of the transferee is entered into the Register of Note Holders.

The Trustee may refuse to register any Transfer Form if:

- (a) it is not duly completed, executed and stamped (if necessary);
- (b) it contravenes or fails to comply with the terms of the Master Trust Deed; or
- (c) the transfer would result in a contravention of or failure to observe the provisions of a law of a state or territory of the Commonwealth of Australia, or of the Commonwealth of Australia.

The Trustee is not bound to give any reason for refusing to register any Transfer Form and its decision is final, conclusive and binding. If the Trustee refuses to register a Transfer Form, it must, as soon as practicable following that refusal, send to the Note Holder and to the parties seeking to take the transfer of the Notes notice of that refusal. The Trustee has no obligation to enquire whether a transfer of Notes complies with the restrictions in the Series Notice.

A Transfer Form is deemed to take effect and be registered from the beginning of the Business Day on which the Transfer Form was received by the Trustee, except that if a Transfer Form is received by the Trustee after 3:30 p.m. (Sydney time), the Transfer Form is deemed not to be effective until the next Business Day (when the Register of Note Holders is open) following its receipt by the Trustee.

## 5.12 Note Holder Meetings

The procedures in relation to Note Holder meetings are outlined in the Master Trust Deed.

### (a) Convening a Meeting

A meeting of Note Holders must be convened by notice in writing sent to every Note Holder entitled to attend and vote at the meeting at least 7 Business Days before the date of the meeting.

The notice of meeting must include a proxy form. The notice of meeting need not set out the terms of any resolution to be proposed, but must state the general nature of the business to be transacted at the meeting.

Either the Trust Manager or the Trustee may convene a meeting but must first give the other at least 10 Business Days' notice of its intention to do so.

If a Note Holder does not receive a notice (including if notice was accidentally omitted to be given to them) the meeting is not invalidated.

(b) **Quorum**

The quorum for a meeting of the Trust is Note Holders present in person or by proxy together holding between them at least 67% of the Aggregate Invested Amount of the Notes.

If a quorum is not present within 30 minutes after the scheduled time for the meeting, the meeting is:

- (i) if convened on the requisition of Note Holders, dissolved; or
- (ii) otherwise, adjourned to such place and time as the Trust Manager decides in consultation with the Trustee.

At any adjourned meeting, those Note Holders present in person or by proxy holding between them at least 50% of the Aggregate Invested Amount of the Notes constitute a quorum.

(c) **Chairman**

The Chairman of a meeting of Note Holders must be appointed by an ordinary resolution of the Note Holders of that Trust present at the meeting or, in the absence of such an appointment, nominated by the Trustee. The Chairman need not be a Note Holder.

The Chairman has power to adjourn a meeting for any reason to such place and time as the Chairman thinks fit.

(d) **Voting**

Voting at a meeting of Note Holders is by a show of hands, unless a poll is duly demanded or the resolution proposed is required by the Master Trust Deed or by law to be decided by a percentage of all Notes. Each Note Holder present in person or by proxy has one vote on a show of hands. On a poll, each Note Holder present in person or by proxy has one vote for every A\$10 of the Invested Amount (rounded down to the nearest A\$10) in respect of that Note Holder. In the case of joint holders, only the person whose name appears first in the register may vote.

A poll may be demanded before or on declaration of the result of a show of hands by either:

- (i) the Chairman; or
- (ii) at least 10 Note Holders present in person or by proxy.

If votes are equal, whether on a show of hands or on a poll, the Chairman has a casting vote in addition to the vote or votes (if any) to which the Chairman is entitled as a Note Holder.

(e) **Proxies and Representatives**

A Note Holder may be represented at a meeting by proxy. Proxies are governed by Division 6 of the Corporations Act. The Trustee is not obligated to enquire whether a proxy has been validly given. A proxy expires after 12 months. A proxy is still valid after it is revoked or after the Note Holder who gave it dies or becomes under a legal disability, unless the Trustee has received written notice of that fact before the meeting at which the proxy is used.

A body corporate may be represented at a meeting by a person appointed in the manner provided in section 250D(1) of the Corporations Act. The Trustee may accept a certificate under section 250D(2) of the Corporations Act as evidence of the person's appointment. The person may exercise on the body's behalf the same powers as the body could if it were a natural person and the body is taken to be present at the meeting in person.

(f) **Minutes and Resolutions**

The Trustee, the Trust Manager, each Residual Capital Unitholder, the Residual Income Unitholder and the Auditor may attend and speak at any meeting, or invite any other person to attend and speak.

A resolution in respect of the Trust binds all Note Holders, whether or not they are present at the meeting. No objection may be made to any vote cast unless the objection is made at the meeting. The decision of the Chairman on any matter is final.

The minutes of a meeting of Note Holders signed by the Chairman of the meeting are conclusive evidence of the matters stated in them unless the contrary is proved.

A resolution of the Note Holders (including an Extraordinary Resolution) may be passed, without any meeting or previous notice being required, by an instrument or instruments in writing which has or have:

- (i) in the case of a resolution (including an Extraordinary Resolution) of the Note Holders, been signed by all Note Holders; and
- (ii) any such instrument shall be effective upon presentation to the Trustee for entry in the minutes of the meeting.

(g) **Powers of a meeting**

(i) Subject to paragraph (ii) below, a meeting of the Note Holders shall, without prejudice to any rights or powers conferred on other persons by the Transaction Documents, only have power exercisable by Extraordinary Resolution:

- A. to sanction any action that the Trustee or the Trust Manager proposes to take to enforce the provisions of any Transaction Documents relating to the Trust;
- B. to sanction any proposal by the Trust Manager or the Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Note Holders against the Trustee or the Trust Manager, whether such rights arise under any Transaction Document or otherwise;

- C. to sanction the exchange or substitution of Notes for or the conversion of Notes into any other obligations or securities of the Trustee or any other body corporate formed or to be formed;
  - D. subject to the Master Trust Deed, to consent to any alteration, addition or modification of the Master Trust Deed or the Series Notice which is proposed by the Trustee or the Trust Manager;
  - E. to discharge or exonerate the Trustee or the Trust Manager from any liability in respect of any act or omission for which it may become responsible under any Transaction Document relating to the Trust; and
  - F. to authorise the Trustee, the Trust Manager or any other person to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; and
- (ii) a meeting of the Note Holders shall not have power to, nor shall any resolution submitted to the meeting propose or have the effect of:
- A. removing the Trustee or Trust Manager from office;
  - B. interfering with the management of the Trust;
  - C. winding-up or terminating the Trust, except as contemplated by the Master Trust Deed;
  - D. altering the Authorised Investments of the Trust; or
  - E. altering the terms upon which any Notes are issued (subject to the specific provisions of paragraph (a) above).

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## **6. Cashflow Allocation Methodology**

### **6.1 Principles Underlying the Allocation of Cash Flows**

This Section 6 describes the methodology for the calculation of the amounts to be paid by the Trustee on each Payment Date.

### **6.2 Collection Periods, Determination Dates and Payment Dates**

The Collections comprise all amounts received by the Originator, the Servicer, the Trust Manager or the Trustee after (and including) the Closing Date in respect of the Mortgage Loans (including, without limitation, all principal, interest, fees, the proceeds received under any Mortgage Insurance Policy or other Insurance Policy, any proceeds recovered from any enforcement action, amounts received on a repurchase or sale, any amount received as damages in respect of a breach of any representation and warranty and any other amounts received in relation to the Mortgage Loans and Related Securities).

The Collections are calculated in respect of each Collection Period. Each Collection Period runs from (and including) the first day of a month up to (and including) the last day of the month. However, the first Collection Period will commence on (and include) the Closing Date and end on (and include) the last day of the month immediately preceding the first Payment Date.

A Coupon Period is the period from (and including) the Closing Date up to (but excluding) the first Payment Date and thereafter is each period from (and including) each Payment Date to (but excluding) the next following Payment Date. All calculations are made on the Determination Date prior to each Payment 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 and have not been adjusted to reflect the applicable Business Day convention referred to in Section 1.2 (“*Description of the Notes*”).

1 November to 30 November (inclusive)	Collection Period
12 November to 11 December (inclusive)	Coupon Period
9 December	Determination Date
12 December	Payment Date

### **6.3 Underlying Cash Flows**

(a) **General**

Prior to the occurrence of an Event of Default and enforcement of the Security, the Collections and Other Income, and any amount paid to the Trustee, or required to be drawn under the Support Facilities or the Redraw Facility Agreement or withdrawn from the Liquidity Reserve Account will be allocated by the Trust Manager and paid in accordance with the methodologies outlined below.

(b) **Collection Period**

The Servicer will collect all Collections on behalf of the Trustee during each Collection Period. On each Determination Date, the Trust Manager will allocate the Collections between Finance Charge Collections and Principal Collections.

Where directed by the Trust Manager, the Servicer will apply any Principal Collections held by the Servicer during a Collection Period towards funding Redraws in respect of that Collection Period. The Trust Manager will only give such a direction to the extent that there are sufficient Principal Collections received during a Collection Period from time to time to fund such Redraws.

(c) **Finance Charge Collections**

On each Determination Date, the Finance Charge Collections for a Collection Period are calculated by the Trust Manager as the aggregate of the following items:

- (i) any amounts received from a Debtor in relation to Taxes and Governmental Agency charges in respect of a Mortgage Loan or its Related Security;
- (ii) any interest, fees and other income (including any previously capitalised interest) received in respect of any Mortgage Loan or its Related Security, or any similar amount deemed by the Trust Manager to be in the nature of interest, including without limitation amounts of that nature:
  - A. recovered from the enforcement of a Mortgage Loan or its Related Security;
  - B. paid by the Originator or the Disposing Trustee to the Trustee upon repurchase of a Mortgage Loan;
  - C. paid by another trust or any other person as an Accrued Interest Adjustment upon the transfer of a Mortgage Loan from the Trust to that other trust or that person;
  - D. received from the Originator, the Disposing Trustee or the Servicer in respect of a breach of a representation or warranty contained in the Transaction Documents in respect of a Mortgage Loan or under any obligation to indemnify or reimburse the Trustee for any amount under the Transaction Documents in respect of a Mortgage Loan; and
  - E. received by the Trustee under a Mortgage Insurance Policy or other Insurance Policy which the Trust Manager determines are not in the nature of principal;
- (iii) any fees paid by a Debtor in relation to the final discharge of the Mortgage Loan, including any Prepayment Costs;
- (iv) any amounts received in respect of a Mortgage Loan that was previously the subject of a Loss; and
- (v) any amount received from or on behalf of a Debtor in reimbursement of Enforcement Expenses,

less any amount debited in respect of the Mortgage Loans representing Taxes payable by or on behalf of the Originator in respect of, or in connection with, the Mortgage Loans.

(d) **Calculation of Available Income**

On each Determination Date, the “**Available Income**” is calculated by the Trust Manager (without double counting) as follows:

- (i) the Finance Charge Collections received in the immediately preceding Collection Period; plus
- (ii) the Other Income received in the immediately preceding Collection Period; plus
- (iii) any net payments due to be received by the Trustee under the Basis Swap on the next Payment Date; plus
- (iv) any interest income received by or on behalf of the Trustee during that Collection Period in respect of moneys credited to the Collection Account or the Liquidity Reserve Account in relation to the Trust; plus
- (v) all other amounts received by or on behalf of the Trustee in respect of the Assets comprising the Trust in the nature of income; plus
- (vi) any amounts received by the Servicer from the Originator on account of a Mortgage Set-Off Account under the Transaction Documents; plus
- (vii) the amount to be applied from the Income Reserve and described in subparagraph (s)(ii)A.

(e) **Payment Shortfall**

On any Determination Date there is a “**Payment Shortfall**” if the amount of the Available Income is insufficient to meet the Required Payments in relation to that Determination Date.

(f) **Principal Draw**

If, on any Determination Date, the Payment Shortfall exceeds the Excess Draw available for application as an Excess Draw on the immediately following Payment Date (“**Reserve Shortfall**”), then the Trust Manager must direct the Trustee to use an amount of Total Available Principal (“**Principal Draw**”) equal to the lesser of:

- (i) that Reserve Shortfall; and
- (ii) the amount of Total Available Principal available as described in paragraph (n)(i) for distribution for that purpose on the following Payment Date,

towards the Reserve Shortfall.

The Trustee must, if so directed by the Trust Manager, make that Principal Draw and allocate the Principal Draw to Total Available Funds.

(g) **Liquidity Draw**

If, on any Determination Date, the Reserve Shortfall for that Determination Date exceeds the amount of Total Available Principal available for application as a Principal Draw (“**Liquidity Shortfall**”), the Trust Manager must direct the Trustee to withdraw from the Liquidity Reserve Account (“**Liquidity Draw**”) on or before the Payment Date following that Determination Date an amount equal to the lesser of:



- (i) the Liquidity Shortfall; and
- (ii) the balance of the Liquidity Reserve Account at that time.

The Trustee must, if so directed by the Trust Manager, make that Liquidity Draw and allocate the Liquidity Draw to Total Available Funds.

(h) **Calculation and application of Total Available Funds**

On each Determination Date, the “**Total Available Funds**” are calculated as the aggregate of:

- (i) any Available Income calculated in accordance with Section 6.3(d) on that Determination Date;
- (ii) any Excess Draw made in accordance with section 6.3(u) in respect of that Determination Date;
- (iii) any Principal Draw made in accordance with Section 6.3(f) on that Determination Date; and
- (iv) any Liquidity Draw made in accordance with Section 6.3(g) in respect of that Determination Date.

The Total Available Funds in respect of a Determination Date must be applied on the next Payment Date in accordance with this Section 6.3.

(i) **Interest Waterfall Payments**

The Trust Manager must direct the Trustee to pay (or direct the payment of) the following items in the following order of priority in respect of the immediately preceding Collection Period out of the Total Available Funds on each Payment Date:

- (i) first, up to A\$100 pari passu and rateably to the Residual Income Unitholder;
- (ii) second, pari passu and rateably:
  - A. to the Disposing Trustee and the Seller, any Accrued Interest Adjustment in respect of the transfer of any Mortgage Loan from the Disposing Trustee or the Seller to the Trust in that Collection Period; and
  - B. to the Originator, where Prepayment Benefits are credited to any Debtor’s account in that Collection Period, the aggregate of all such Prepayment Benefits credited to Debtors’ accounts in that Collection Period;
- (iii) third, any Taxes payable in relation to the Trust for that Collection Period (after the application of the balance of the Tax Account towards payment of such Taxes);
- (iv) fourth, pari passu and rateably, the Trustee’s fee and the Security Trustee’s fee for that Collection Period;
- (v) fifth, the Servicer’s fee for that Collection Period;

- (vi) sixth, the Trust Manager's fee for that Collection Period;
- (vii) seventh, the Custodian's fee for that Collection Period;
- (viii) eighth, any Enforcement Expenses;
- (ix) ninth, any other Expenses of the Trust;
- (x) tenth, pari passu and rateably, towards:
  - A. any interest and fees payable by the Trustee under the Redraw Facility Agreement; and
  - B. unless a Swap Provider Event of Default is subsisting, any amounts (including fees) payable by the Trustee under the Basis Swap;
- (xi) eleventh, as an allocation to the Liquidity Reserve Account in reimbursement of any Liquidity Draw made before the Determination Date immediately preceding that Payment Date, until the balance of the Liquidity Reserve Account equals the Required Liquidity Reserve Amount;
- (xii) twelfth, pari passu and rateably, the Coupon for the:
  - A. Class A Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class A Notes in respect of previous Coupon Periods; and
  - B. Redraw Notes (if any) for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Redraw Notes in respect of previous Coupon Periods;
- (xiii) thirteenth, the Coupon for the Class AB Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class AB Notes in respect of previous Coupon Periods;
- (xiv) fourteenth, the Coupon for the Class B Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class B Notes in respect of previous Coupon Period;
- (xv) fifteenth, the Coupon for the Class C Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class C Notes in respect of previous Coupon Period;
- (xvi) sixteenth, the Coupon for the Class D Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class D Notes in respect of previous Coupon Periods;
- (xvii) seventeenth, the Coupon for the Class E Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class E Notes in respect of previous Coupon Periods;
- (xviii) eighteenth, the Coupon for the Class F Notes for the Coupon Period ending on that Payment Date and any unpaid Coupon for the Class F Notes in respect of previous Coupon Periods;

- (xix) nineteenth, to retain in the Tax Account an amount equal to the Tax Shortfall (if any) in respect of that Payment Date;
- (xx) twentieth, to retain in the Tax Account an amount equal to the Tax Amount in respect of that Payment Date; and
- (xxi) finally, any amounts that would have been payable under this priority of payments on any previous Payment Date, if there had been sufficient Total Available Funds, which have not been paid by the Trustee and in the order they would have been paid under that prior application of this Section 6.3.

The Trustee will only make a payment under any of paragraphs (ii) to (xxi) inclusive to the extent that any Total Available Funds remain from which to make the payment after amounts with priority to that amount have been paid and distributed.

(j) **Excess Available Income**

To the extent that the Total Available Funds exceed the amounts required to be paid under Section 6.3(i) as calculated on the Determination Date (“**Excess Available Income**”), the Trust Manager must apply any such excess and direct the Trustee to pay (or direct the payment of) such amount in the following order of priority on each Payment Date:

- (i) first, towards Total Available Principal in payment of all Principal Draws which have not been repaid as at that Payment Date;
- (ii) second, towards Total Available Principal in payment of any Losses for that Collection Period;
- (iii) third, towards Total Available Principal, an amount equal to the aggregate of any Carryover Charge-Offs (as calculated on the previous Determination Date);
- (iv) fourth, if that Payment Date falls on a Call Option Date and any Notes are then outstanding in the following order of priority:
  - A. first, to the Residual Income Unitholder as a distribution on the Residual Income Unit, an amount equal to the Tax Distribution Amount for that Payment Date; and
  - B. second, as an allocation to the Excess Reserve;
- (v) fifth, provided that the Invested Amount of the Class F Notes has not been reduced to zero, towards the Income Reserve until the amount standing to the credit of the Income Reserve equals the Income Reserve Target Balance;
- (vi) sixth, Increased Costs (if any) due but unpaid on that Payment Date;
- (vii) seventh, if a Swap Provider Event of Default is subsisting, pari passu and rateably towards any amounts (including fees) payable by the Trustee under the Basis Swap;
- (viii) eighth, pari passu and rateably, to each holder of a Residual Income Unit being redeemed in accordance with the Series Notice, towards the

redemption price payable in respect of the relevant Residual Income Units; and

- (ix) finally, as to any surplus, pari passu and rateably to the holders of the Residual Income Units by way of distribution of the income of the Trust.

The Trustee will only make a payment under any of paragraphs (i) to (ix) above, inclusive to the extent that any Excess Available Income remains from which to make the payment, after amounts with priority to that amount have been paid and distributed.

(k) **Redraw Shortfalls**

If the Trust Manager determines on any Determination Date that there is a Redraw Shortfall for that Determination Date, then the Trust Manager must direct the Trustee to make a drawdown under the Redraw Facility, in accordance with the Redraw Facility Agreement, for an amount equal to the lesser of that Redraw Shortfall and the amount then available to be drawn down under the Redraw Facility.

The amount so drawn will be included in Total Available Principal for the relevant Collection Period as described in Section 6.3(m).

If the Redraw Shortfall is greater than the amount then available to be drawn down under the Redraw Facility in the preceding paragraph, the Trust Manager may (in its discretion) direct the Trustee to issue Redraw Notes on such Business Day, and with such aggregate Initial Invested Amount as determined by the Trust Manager, having regard to the Redraw Shortfall as notified to the Trustee.

(l) **Principal Collections**

The Principal Collections for a Collection Period is an amount equal to:

- (i) the Collections for that Collection Period; plus
- (ii) in the case of the first Collection Period only, any amount received by the Trustee upon the issue of Notes during the first Collection Period in excess of the purchase price of the Mortgage Loans and Related Securities purchased during that Collection Period (less the Initial Liquidity Deposit); less
- (iii) the Finance Charge Collections for that Collection Period.

(m) **Total Available Principal**

The “**Total Available Principal**” for a Collection Period is an amount equal to the aggregate of:

- (i) the Principal Collections for that Collection Period; and
- (ii) any amount drawn under the Redraw Facility Agreement on or about the Determination Date immediately following such Collection Period as described in Section 6.3(k); and
- (iii) the issue proceeds of any Redraw Notes issued during that Collection Period; and

- (iv) the amount (if any) of the Excess Available Income applied towards the repayment of Principal Draws for that Collection Period; and
- (v) the amount (if any) of the Excess Available Income applied in payment of any Losses for that Collection Period; and
- (vi) the amount (if any) of the Excess Available Income applied in respect of any Carryover Charge-Offs for that Collection Period; and
- (vii) the amount (if any) withdrawn from the Liquidity Reserve Account on or about the Determination Date immediately following the end of that Collection Period;
- (viii) in the case of the final Collection Period only the amount (if any) withdrawn from the Liquidity Reserve Account on or about the Determination Date immediately following the end of that Collection Period; and
- (ix) in the case of the first Collection Period only, the amount of any Purchase Price Adjustment.

(n) **Principal Distributions**

On each Payment Date prior to the enforcement of the Security and based on the calculations, instructions and directions provided to it by the Trust Manager, the Trustee must distribute out of Total Available Principal, in relation to the Collection Period ending immediately before that Payment Date (less any Principal Collections applied by the Servicer (at the direction of the Trust Manager) to fund Redraws during that Collection Period), the following amounts in the following order of priority:

- (i) first, as a Principal Draw (if required) on that Payment Date;
- (ii) second, to repay any Redraws funded by the Originator in relation to the Mortgage Loans to the extent that it has not previously been repaid;
- (iii) third, to repay any amounts outstanding to the Redraw Facility Provider in repayment of the Redraw Principal Outstanding;
- (iv) fourth, pari passu and rateably, as a repayment in respect of the Redraw Notes (if any) until the Invested Amount of the Redraw Notes (if any) is reduced to zero;
- (v) fifth, where the Stepdown Conditions are not satisfied on the Determination Date immediately preceding that Payment Date:
  - A. first, to the Class A Note Holders 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. second, if the Stated Amount of the Class A Notes is zero, to the Class AB Note Holders 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. third, if the Stated Amount of the Class A Notes and the Class AB Notes is zero, to the Class B Note Holders 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. fourth, if the Stated Amount of the Class A Notes, the Class AB Notes and the Class B Notes is zero, to the Class C Note Holders 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. fifth, if the Stated Amount of the Class A Notes, the Class AB Notes, the Class B Notes and the Class C Notes is zero, to the Class D Note Holders 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;
  - F. sixth, if the Stated Amount of the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes and the Class D Notes is zero, to the Class E Note Holders 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
  - G. seventh, if the Stated Amount of 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 is zero, to the Class F Note Holders in repayment of principal in respect of the Class F Notes, pari passu and rateably amongst the Class F Notes until the Stated Amount of the Class F Notes is reduced to zero;
- (vi) sixth, if the Stepdown Conditions are satisfied on the Determination Date immediately preceding that Payment Date, the balance of any Total Available Principal (if any) on any Payment Date will then be divided into:
- A. the Class A Note Allocated Principal on that Determination Date;
  - B. the Class AB Note Allocated Principal on that Determination Date;
  - C. the Class B Note Allocated Principal on that Determination Date;
  - D. the Class C Note Allocated Principal on that Determination Date;
  - E. the Class D Note Allocated Principal on that Determination Date;
  - F. the Class E Note Allocated Principal on that Determination Date; and

G. the Class F Note Allocated Principal on that Determination Date,

each of which will be distributed as follows:

H. the relevant Class A Note Allocated Principal will be applied towards the Class A Notes in repayment of principal in respect of the Class A Notes, pari passu and rateably amongst the Class AB Notes until the Stated Amount of the Class A Notes is reduced to zero;

I. the relevant Class AB Note Allocated Principal will be applied towards the Class AB Notes 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;

J. the relevant Class B Note Allocated Principal will be applied towards the Class B Notes 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;

K. the relevant Class C Note Allocated Principal will be applied towards the Class C Notes 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;

L. the relevant Class D Note Allocated Principal will be applied towards the Class D Notes 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;

M. the relevant Class E Note Allocated Principal will be applied towards the Class E Notes 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

N. the relevant Class F Note Allocated Principal will be applied towards the Class F Notes in repayment of principal in respect of the Class F Notes, pari passu and rateably amongst the Class F Notes until the Stated Amount of the Class F Notes is reduced to zero;

(vii) finally, as to any surplus (if any), pari passu and rateably to the holders of Residual Income Units by way of distribution of the income of the Trust.

The Trustee will only make a payment under any of paragraphs (i) to (vii) above inclusive to the extent that any Total Available Principal remain from which to make the payment after amounts with priority to that amount have been paid and distributed.

(o) **Stepdown Conditions**

The Stepdown Conditions are satisfied at any time on or after the second anniversary of the Closing Date if:

- (i) the Aggregate Invested Amount of the Stepdown Notes at that time expressed as a percentage of the Aggregate Invested Amount of all Notes at that time is greater than or equal to 16%;
- (ii) the average of the aggregate principal amount outstanding of Mortgage Loans then forming part of the Assets of the Trust over the previous 4 calendar months with arrears days greater than 60 days is less than or equal to 4% of the average of the aggregate principal amount outstanding of all Mortgage Loans then forming part of the Assets of the Trust over the previous 4 calendar months;
- (iii) there are no Carryover Charge-Offs which remain unreimbursed; and
- (iv) the first Call Option Date has not occurred as at that time,

or such other Stepdown Conditions as the Trust Manager may determine from time to time provided that the Trust Manager has notified each Designated Rating Agency and determined that such other Stepdown Conditions will not result in an Adverse Rating Effect, and otherwise the Stepdown Conditions are not satisfied.

(p) **Charge-Offs**

Charge-Offs means, in respect of a Collection Period, the aggregate Losses for that Collection Period less the amount of any Excess Available Income available to be applied on the immediately following Payment Date towards payment of such aggregate Losses.

If, on any Determination Date, the Trust Manager determines there are any Charge-Offs for the previous Collection Period, the Trust Manager must, on and with effect from the next Payment Date allocate such Charge-Offs in the following order:

- (i) first, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class F Notes to zero;
- (ii) second, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class E Notes to zero;
- (iii) third, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class D Notes to zero;
- (iv) fourth, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class C Notes to zero;
- (v) fifth, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class B Notes to zero;
- (vi) sixth, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class AB Notes to zero; and
- (vii) seventh, pari passu and rateably, to reduce the Aggregate Stated Amount of the Class A Notes to zero.

(q) **Reimbursement of Carryover Charge-Offs**



To the extent that on any Payment Date amounts are available for allocation under this Section 6.3 towards reimbursement of Carryover Charge-Offs, then an amount equal to these amounts shall be applied on the next Payment Date to reinstate respectively:

- (i) first, pari passu and rateably, the Aggregate Stated Amount of the Class A Notes until it reaches the Aggregate Invested Amount of the Class A Notes;
- (ii) second, pari passu and rateably, the Aggregate Stated Amount of the Class AB Notes until it reaches the Aggregate Invested Amount of the Class AB Notes;
- (iii) third, pari passu and rateably, the Aggregate Stated Amount of the Class B Notes until it reaches the Aggregate Invested Amount of the Class B Notes;
- (iv) fourth, pari passu and rateably, the Aggregate Stated Amount of the Class C Notes until it reaches the Aggregate Invested Amount of the Class C Notes;
- (v) fifth, pari passu and rateably, the Aggregate Stated Amount of the Class D Notes until it reaches the Aggregate Invested Amount of the Class D Notes;
- (vi) sixth, pari passu and rateably, the Aggregate Stated Amount of the Class E Notes until it reaches the Aggregate Invested Amount of the Class E Notes; and
- (vii) seventh, pari passu and rateably, the Aggregate Stated Amount of the Class F Notes until it reaches the Aggregate Invested Amount of the Class F Notes.

(f) **Order of payment on the Notes after an Event of Default**

Following the occurrence of an Event of Default and enforcement of the Security, the Security Trustee must apply all moneys received by it in respect of the Secured Property in the following order:

- (i) first, towards the payment or satisfaction of any costs, charges, expenses and liabilities incurred in or about the due execution of the Security Trust or otherwise payable under the Master Security Trust Deed or the General Security Deed to the Security Trustee on its own account;
- (ii) second, pari passu and rateably:
  - A. to satisfaction of the Receiver's remuneration in respect of the Secured Property;
  - B. to satisfaction of any fees payable to the Security Trustee;
  - C. to satisfaction of any fees, costs, charges, expenses or liabilities payable or reimbursable to the Trustee; and
  - D. to satisfaction of any fees, expenses or other amounts payable or reimbursable to the Trust Manager, the Servicer and the Custodian under a Transaction Document;

- (iii) third, pari passu and rateably towards satisfaction of:
  - A. any other Expenses of the Trust; and
  - B. any Enforcement Expenses;
- (iv) fourth, pari passu and rateably, unless a Swap Provider Event of Default is subsisting, towards the satisfaction of any amounts (including fees but excluding any break costs payable under paragraph (xiii)) owing to the Basis Swap Provider;
- (v) fifth, pari passu and rateably, towards:
  - A. the payment of all Secured Money owing to the Class A Note Holders and any Redraw Note Holder;
  - B. the payment of all Secured Money owing to the Redraw Facility Provider; and
  - C. the payment of all Secured Money owing to the other Secured Creditors, other than to the extent referred to below;
- (vi) sixth, pari passu and rateably, towards the payment of all Secured Money owing to the Class AB Note Holders;
- (vii) seventh, pari passu and rateably, towards the payment of all Secured Money owing to the Class B Note Holders;
- (viii) eighth, pari passu and rateably, towards the payment of all Secured Money owing to the Class C Note Holders;
- (ix) ninth, pari passu and rateably, towards the payment of all Secured Money owing to the Class D Note Holders;
- (x) tenth, pari passu and rateably, towards the payment of all Secured Money owing to the Class E Note Holders;
- (xi) eleventh, pari passu and rateably, towards the payment of all Secured Money owing to the Class F Note Holders;
- (xii) twelfth, pari passu and rateably:
  - A. to AMP Bank Limited, the amount standing to the credit of the Income Reserve; and
  - B. to the holders of Residual Income Units, by way of distribution of the income of the Trust, the amount standing to the credit of the Excess Reserve;
- (xiii) thirteenth, if a Swap Provider Event of Default is subsisting, any amounts (including fees but excluding any break costs) due to the Basis Swap Provider;
- (xiv) fourteenth, to each holder of a security interest of which the Security Trustee is aware and which ranks after the General Security Deed in relation to the Secured Property; and

- (xv) finally, as to any surplus pari passu and rateably to the holders of Residual Income Units by way of distribution of the income of the Trust.

The proceeds of any Cash Collateral will not be treated as Secured Property available for distribution in accordance with this Section 6.3. Any such Cash Collateral shall (subject to the operation of any netting provisions in the relevant Support Facility) be returned to the relevant Support Facility Provider except to the extent that the relevant Support Facility requires it to be applied to satisfy any obligation owed to the Trustee in connection with such agreement.

(s) **Income Reserve**

- (i) On or prior to the first Payment Date, the Originator must deposit an amount equal to the Income Reserve Target Balance (which will form part of the Income Reserve) into the Collection Account.
- (ii) The Income Reserve must be held in the Collection Account and the Trust Manager must not direct the Trustee to withdraw such an amount other than:
  - A. on a Payment Date, to be applied as Available Income an amount equal to outstanding Extraordinary Expenses for the immediately preceding Collection Period which would be outstanding on that Payment Date after application of Section 6.3(i) on that Payment Date, assuming that:
    - 1) only Available Income was to be applied on that Payment Date;
    - 2) such Available Income did not include any amounts applied from the Income Reserve; and
    - 3) all Expenses other than Extraordinary Expenses were paid before Extraordinary Expenses;
  - B. to pay the Originator in accordance with the order of payment following an Event of Default and enforcement of the Security;
  - C. to be paid into a new or additional Collection Account opened in accordance with the Master Trust Deed;
- (iii) to pay the Originator once the Invested Amount of all Class F Notes has been reduced to zero; or
- (iv) to pay to the Originator on the Final Maturity Date.

Upon the Invested Amount of all Class F Notes being reduced to zero, the Trust Manager must direct the Trustee to, and the Trustee must on such direction, pay any amount then standing to the credit of the Income Reserve directly to the Originator.

(t) **Excess Reserve**

On each Payment Date, the Trust Manager must direct the Trustee to, and on that direction the Trustee must, deposit the amount (if any) available under section 6.3(j) on that Payment Date into the Excess Reserve.

The Excess Reserve must be held in the Collection Account and the Trust Manager must not direct the Trustee to withdraw such an amount other than:

- (i) on a Payment Date to be applied as Total Available Funds in accordance with section 6.3(u);
- (ii) to pay the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust in accordance with the order of payment following an Event of Default and enforcement of the Security;
- (iii) to be paid into a new or additional Collection Account opened in accordance with the Master Trust Deed;
- (iv) to pay the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust once the Invested Amount of all Class F Notes has been reduced to zero; or
- (v) to pay the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust on the Final Maturity Date.

Upon the Invested Amount of all Class F Notes being reduced to zero, the Trust Manager must direct the Trustee to, and the Trustee must on such direction, pay any amount then standing to the credit of the Excess Reserve directly to the holders of the Residual Income Units, pari passu and rateably, by way of distribution of the income of the Trust.

(u) **Excess Draw**

If, on any Determination Date, there is an Excess Payment Shortfall then the Trust Manager must direct the Trustee to withdraw from the Excess Reserve (**Excess Draw**) on the Payment Date following the Determination Date, an amount equal to the lesser of:

- (i) the Excess Payment Shortfall; and
- (ii) the balance of the Excess Reserve at that time.

The Trustee must, if so directed by the Trust Manager, make that Excess Draw and allocate the Excess Draw to Total Available Funds in accordance with section 6.3(h).

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## **7. General Features of the Trust**

### **7.1 The Trustee**

#### **(a) Powers of the Trustee**

The Trustee has the following powers (to be construed as separate and independent powers of the Trustee):

- (i) to invest or deal with Mortgage Loans and Related Securities;
- (ii) to invest or deal with any other Asset of the Trust for cash or upon terms;
- (iii) to pay all fees payable under the Transaction Documents and all expenses which are properly incurred in respect of the Trust;
- (iv) to borrow and raise moneys as provided in the Transaction Documents;
- (v) subject to the Master Trust Deed, to borrow, raise money or procure financial accommodation where the Trustee considers the same to be in the interests of the Trust upon such terms as the Trust Manager thinks fit and which are acceptable to the Trustee in its personal capacity;
- (vi) to exercise any power of sale arising on default under any Mortgage Loans or Related Security or any other right or remedy accruing in respect of the Trust in relation to any Asset of the Trust or under the Transaction Documents;
- (vii) to grant any form of discharge, release or partial discharge or release of any Mortgage Loan or Related Security where to do so is in the opinion of the Trustee not prejudicial to the Secured Creditors of the Trust;
- (viii) to enter into and perform its obligations under the Transaction Documents for the Trust containing such terms and conditions as the Trust Manager thinks fit and that are acceptable to the Trustee (acting reasonably);
- (ix) to enter into Support Facilities;
- (x) to enter into any agreement to do anything in connection with the Trust, such as dealing with the Assets of the Trust over which security is held, engaging advisers and to execute proxies and other instruments; and
- (xi) to fetter its future discretions in accordance with the Transaction Documents.

#### **(b) Delegation by the Trustee**

The Trustee may authorise in writing the Trust Manager or other specified parties to act as its delegate (in the case of a joint appointment, either severally or jointly and severally) to perform its functions under the Transaction Documents (including the holding of Title Documents and a power to sub-delegate). The Trustee remains liable for the acts or omissions of a delegate other than Austraclear Limited or Austraclear Services Limited or where the Trustee has acted in good faith and without fraud, negligence or wilful default in relation to the appointment of the delegate. However, the Trustee may include provision in the authorisation to

protect and assist those dealing with the delegate as the Trustee thinks fit. The delegate may be a Related Entity of the Trust Manager or the Trustee.

Except as provided for in the Series Notice, the Trustee may not delegate the following:

- (i) the receipt and payment of money; and
- (ii) the right of enforcement or recovery.

(c) **Trustee's covenants**

The Trustee covenants with the Trust Manager that the following covenants are for the benefit of the Trust Manager, the Secured Creditors, the Residual Income Unitholder and each Residual Capital Unitholder jointly and severally:

- (i) it will act continuously as trustee of the Trust until the Trust is terminated in accordance with the Master Trust Deed or until it has retired or been removed in accordance with the Transaction Documents;
- (ii) it will exercise due diligence and vigilance in carrying out its functions and duties under the Transaction Documents;
- (iii) it will take all such corporate actions which are necessary (including, without limitation, obtaining all such corporate authorisations and approvals which relate to the Trustee's performance of its obligations only, and not those which apply to the Trust) to ensure that it is able to exercise all its powers and remedies and perform all its obligations under the Master Trust Deed and all other deeds, agreements and other arrangements entered into by the Trustee under the Transaction Documents;
- (iv) except where required by statute or law, it will not sell, mortgage, charge or part with the possession of any Assets of the Trust (or permit any of its officers to do so) except as permitted by the Transaction Documents;
- (v) it will forward promptly to the Trust Manager all notices, reports, circulars and other documents received by it as holder of the Assets of the Trust;
- (vi) it will act honestly and in good faith in the performance of its duties and the exercise of its discretions under the Transaction Documents, having regard to the interest of the Residual Income Unitholder, each Residual Capital Unitholder and the Secured Creditors;
- (vii) it will exercise such 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 Residual Income Unitholder, each Residual Capital Unitholder and the Secured Creditors;
- (viii) it will use its best endeavours to carry on and conduct its business insofar as it relates to the Transaction Documents in a proper and efficient manner;
- (ix) except as permitted by the Transaction Documents, and without prejudice to the Trustee's right of indemnity or reimbursement under the

Master Trust Deed, it will not give any guarantees or incur or raise any financial indebtedness (other than in respect of trade creditors in the ordinary course of business of the Trust) other than the Notes or the Support Facilities;

- (x) it will not terminate the obligations of any person under the Transaction Documents to which the Trustee is a party except in the manner contemplated by the relevant Transaction Document;
- (xi) it will not, in its capacity as trustee of the Trust, conduct any business other than the business permitted under the Transaction Documents;
- (xii) subject to the Transaction Documents, it will not mix or commingle the Assets of the Trust with the assets or property of any other trust or any other person;
- (xiii) it will maintain an arms' length relationship with its related bodies corporate in relation to dealings affecting the Trust;
- (xiv) it will not create any Security Interest over the Assets of the Trust for the benefit of any person except under the Master Security Trust Deed;
- (xv) except in the manner contemplated by the Transaction Documents, it will not terminate the Trust, transfer or deal with the Assets of the Trust or agree to the merger of the Trust with any other person or entity until all of the Borrowings raised have been repaid in full;
- (xvi) in its capacity as trustee of the Trust, it will not hold itself out (in that capacity) as an entity which is not separate from any other entity or group of entities;
- (xvii) it will cause the Trust Manager to maintain books and accounts and financial statements of the Trust separate from those of any other person; and
- (xviii) it will, upon receipt by the Trustee of the ABN of the Trust from the Australian Tax Office, notify the Trust Manager in writing of the receipt of the relevant information.

(d) **Trustee fees and expenses**

In consideration of the Trustee performing its functions and duties in respect of the Trust it will receive a fee, in an amount and calculated in such manner as may be agreed between the Trustee and the Trust Manager from time to time provided there is no Adverse Rating Effect.

All expenses reasonably and properly incurred by the Trustee in connection with the Trust or in exercising its powers under the Transaction Documents are payable or reimbursable out of the Assets of the Trust.

(e) **Trustee's voluntary retirement**

The Trustee may retire as trustee of the Trust only if it gives the Trust Manager 3 months' written notice (or such other period agreed between the Trustee and the Trust Manager) of its intention to retire and selects a new trustee as trustee of the Trust. The purported retirement of the Trustee and the purported appointment of a

new trustee has no effect until the new trustee executes a deed under which it covenants to act as trustee in accordance with the Transaction Documents.

(f) **Removal of the Trustee**

The Trust Manager must, by written notice, require the Trustee to retire if it reasonably believes a Trustee Default has occurred in relation to the Trust (provided the Trust Manager has notified the Designated Rating Agencies of such appointment). If the Trustee refuses to retire within 30 days of being required to do so, the Trust Manager is entitled to remove the Trustee from office immediately by notice in writing.

(g) **Trustee Default**

A Trustee Default occurs if:

- (i) an Insolvency Event occurs in respect of the Trustee (in its personal capacity);
- (ii) the Trustee merges or consolidates with another entity without the consent of the Trust Manager, such consent not to be unreasonably withheld;
- (iii) there is a change in the effective control of the Trustee which has not been approved by the Trust Manager, such approval not to be unreasonably withheld; or
- (iv) the Trustee breaches any material obligation or duty imposed on the Trustee under the Transaction Documents and is not remedied within 5 Business Days of notice requiring its remedy.

(h) **Limitation of the Trustee's Liability**

The Master Trust Deed applies to the Trustee only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with the Master Trust Deed or the Trust can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representations, warranty, conduct, omission, agreement or transaction related to the Master Trust Deed or the Trust.

The parties (including the Residual Income Unitholder and each Residual Capital Unitholder) may not sue the Trustee personally or seek the appointment of a liquidator, administrator, receiver (except in relation to property of the Trust) or similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).

These provisions shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the Transaction Documents or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the Assets of the Trust, as a result of the Trustee's fraud, negligence or wilful default.

Under the Master Security Trust Deed it is acknowledged that a breach of an obligation imposed on, or a representation or warranty given by, the Trustee under or in connection with the Master Security Trust Deed or any other Transaction



Document will not be considered a wilful default by the Trustee unless the Trustee has acted negligently, or without good faith, in relation to the breach.

(i) **No investigation by Trustee**

The Trustee is not required to investigate whether any Mortgage Loan or Related Security satisfies the Eligibility Criteria and is not liable to any person in any manner whatsoever if any Mortgage Loan or Related Security does not comply with the Eligibility Criteria (whether the Trustee knew or ought reasonably to have known of such non-compliance with the Eligibility Criteria).

## **7.2 The Trust Manager**

The Trust Manager is appointed, and agrees to act, as Trust Manager of the Trust on the terms set out in the Transaction Documents.

(a) **Obligations of the Trust Manager**

The Trust Manager agrees to perform and provide the following services in respect of the Trust:

- (i) the co-ordination of Borrowings of the Trust;
- (ii) the selection and management of Mortgage Loans, Related Securities, Authorised Investments and any Support Facilities required to be established and maintained pursuant to the Series Notice;
- (iii) the calculation of the Threshold Rate (if applicable);
- (iv) the calculation of all determinations to be made on each Determination Date and of all payments to be made on each Payment Date in accordance with the Series Notice;
- (v) the supervision of all accounting, financial reporting and preparation of tax returns for the Trust;
- (vi) the provision of reporting information required by the providers of financial accommodation to the Trust on the performance of the Trust and the Mortgage Loans and Related Securities held by the Trust;
- (vii) the preparation and delivery (by facsimile or such other method as the Trust Manager may consider appropriate) of:
  - A. such statements and reports as may be required under the Transaction Documents; and
  - B. any information, communications and documents requested by the Trustee;
- (viii) to verify and confirm to the Trustee that:
  - A. all information required to be supplied in accordance with the Transaction Documents is supplied on a timely basis; and
  - B. no statements in connection with the Master Trust Deed reveals any errors or any breaches of any provisions of a Transaction Document and to notify the Trustee immediately if any such breach is found, provided that the Trust Manager

is not responsible or liable to investigate or go behind the relevant statements (except in the case of manifest error); and

- (ix) generally to act as the Trust Manager of the Trust as set out in the Master Trust Deed and the Series Notice.

(b) **Delegation by the Trust Manager**

The Trust Manager, in carrying out its duties and obligations in relation to the Trust, may:

- (i) by power of attorney appoint any person to be attorney or agent of the Trust Manager; and
- (ii) appoint in writing a person to be the delegate or the agent of the Trust Manager, provided that, in each case, the Trust Manager must not delegate a material part of its duties and obligations in relation to the Trust.

The Trust Manager remains liable for the acts and omissions of any such delegate, attorney or agent.

In addition, the Trust Manager may obtain and act on the opinion, advice or information obtained from valuers, solicitors, barristers, surveyors, contractors, brokers, qualified advisers, accountants and other experts or consultants whether instructed by the Trust Manager or the Trustee which the Trust Manager considers are necessary, usual or desirable for the purpose of enabling the Trust Manager to be fully and properly advised and informed in order that it may properly exercise its powers and obligations under the Master Trust Deed or any Transaction Document.

(c) **Trust Manager's Fee**

The Trust Manager is entitled to a fee for administering and managing the Trust.

In addition, all expenses reasonably and properly incurred by the Trust Manager in connection with the Trust or in performing its obligations or exercising its powers under the Master Trust Deed are payable or reimbursable out of the Assets of the Trust.

(d) **Trust Manager's voluntary retirement**

The Trust Manager may retire from the management of the Trust upon giving 3 months' written notice to the Trustee (or such lesser period as the Trust Manager and the Trustee may agree).

On its retirement, the Trust Manager may appoint in writing another corporation to be the trust manager of the Trust, subject to the approval of the Trustee and any approval required by law. If the Trust Manager does not propose a replacement at least 30 days before the Trust Manager proposes to retire or the Trustee does not approve of the replacement proposed by the Trust Manager, the Trustee may appoint a replacement trust manager as of the date of the proposed retirement. An appointment is not complete until the replacement trust manager executes a deed by which it covenants to be bound by the Series Notice. The appointment of the replacement trust manager must not cause an Adverse Rating Effect.

(e) **Removal of the Trust Manager**

Upon the occurrence of, or at any time after, a Trust Manager Default, the Trustee may, by notice to the Trust Manager and each Designated Rating Agency, immediately remove it as the Trust Manager under the Transaction Documents, terminate the rights and obligations of the Trust Manager in respect of the Trust and appoint another corporation to be the trust manager of the Trust.

(f) **Trust Manager Default**

A Trust Manager Default occurs if:

- (i) the Trust Manager fails to allocate amounts received in respect of the Mortgage Loans or Related Securities of the Trust to the Collection Account, or fails to instruct the Trustee to pay the amounts distributable to the Secured Creditors, within the time periods specified in the Transaction Documents, and such failure is not remedied within 30 Business Days of notice delivered to the Trust Manager by the Trustee;
- (ii) the Trust Manager fails to prepare and submit the reports required of it in the time periods specified in a Transaction Document and such failure is deemed material by the Designated Rating Agency and is not remedied within 30 days of notice delivered to the Trust Manager;
- (iii) an Insolvency Event occurs in respect of the Trust Manager;
- (iv) the Trust Manager loses, or fails to maintain, any licenses or permits required by applicable legislation and such loss or failure is not remedied within 60 days of notice delivered to the Trust Manager by the Trustee;
- (v) the Trust Manager fails to remedy a breach of its obligations under the Transaction Documents within 30 days of written notice from the Trustee where such breach would have a Material Adverse Effect (in the opinion of the Trustee); or
- (vi) the Trust Manager fails to remedy a breach of a representation, warranty or certification within 30 days of written notice from the Trustee where such breach would have a Material Adverse Effect (in the opinion of the Trustee).

The Trustee may at its discretion waive any Trust Manager Default.

(g) **Limitation of the Trust Manager's Liability**

The Trust Manager is indemnified out of the Assets of the Trust in respect of any liability, cost or expense properly incurred by it in its capacity as Trust Manager of the Trust.

### **7.3 The Servicer**

(a) **Appointment of Servicer**

On and from the date of execution of the Series Notice, the Originator is appointed, and agrees to act, as the Servicer of the Mortgage Loans and the Related Securities held by the Trust for the purposes of the Master Trust Deed as if named in the

Master Trust Deed as a Servicer. The Servicer agrees to comply with, and be bound by, the Master Trust Deed in its capacity as Servicer.

(b) **Obligations of Servicer**

The Servicer will service the Mortgage Loans:

- (i) in accordance with the Master Trust Deed, the Series Notice and any relevant requirements of any Mortgage Insurance Policy, and any proper instructions given to it in writing by the Trust Manager (if the Servicer and the Trust Manager are not the same person), the Trustee or the Mortgage Insurer;
- (ii) in accordance with the Servicing Procedures as applied by the Servicer in the ordinary course of business from time to time; and
- (iii) to a prudent professional standard, using all proper care and skill and all its experience and expertise in the management of loan portfolios.

(c) **General Servicer Covenants**

The Servicer covenants with the Trustee and the Trust Manager that it will at all times during the term of its appointment in respect of the Trust:

- (i) take such action and incur such expenses as are necessary to enforce the terms of each Mortgage Loan or otherwise exercise any rights conferred under documentation in relation to the Mortgage Loan;
- (ii) if applicable, set the interest rate charged on each Mortgage Loan on the instructions of the Trust Manager at or above the Threshold Rate;
- (iii) prepare and collate all reasonably necessary performance statistics of the Mortgage Loans for a Trust;
- (iv) provide to the Trustee and the Trust Manager promptly from time to time such information, documents, records, reports or other information relating to the Mortgage Loans or the operations of the Servicer as may be reasonably requested by either of them;
- (v) on behalf of the Trustee, collect all Collections received by it in respect of each Mortgage Loan and remit Collections to the relevant Collection Account on or before the Payment Date relating to that Collection Period or as required by the Transaction Documents;
- (vi) with respect to any Mortgage Insurance Policies:
  - A. promptly make claims under Mortgage Insurance Policies when entitled to do so;
  - B. not do anything which could reasonably be expected to prejudicially affect or limit its rights, or the rights of the Trustee, under or in respect of Mortgage Insurance Policies to the extent those rights relate to a Mortgage Loan; and
  - C. comply with all requirements and conditions of the Mortgage Insurance Policies;

- (vii) not consent to the creation or existence of a Security Interest in the Mortgage Loans to a third party which ranks pari passu or before the interest of the Security Trustee;
- (viii) electronically identify all Mortgage Loans in its electronic database in order to identify:
  - A. the Collections and other relevant cashflows in respect of the Mortgage Loans; and
  - B. the calculation of performance statistics for the Mortgage Loans;
- (ix) except as required by law, not:
  - A. release the Debtor from any amount owing in respect of a Mortgage Loan or otherwise vary or discharge any Mortgage Loan; or
  - B. enter into any agreement or arrangement which has the effect of altering the amount payable in respect of a Mortgage Loan where to do so would have a Material Adverse Effect;
- (x) except as approved by the Mortgage Insurer (if applicable), not grant any extension of the maturity of a Mortgage Loan or, except as otherwise required by law, allow any reduced payment that would result in such extension;
- (xi) notify:
  - A. the Trustee and the Trust Manager of any event which it reasonably believes is likely to have a Material Adverse Effect, promptly after becoming aware of such event; and
  - B. the Trust Manager of anything that the Trust Manager reasonably requires regarding any modification of a Mortgage Loan;
- (xii) compensate the Trust for any damages resulting from a breach of any of its covenants, representations or warranties in any Transaction Document;
- (xiii) perform any obligations imposed upon the Servicer under the Series Notice;
- (xiv) except for any act or omission which is outside the direct power or control of the Servicer, ensure compliance with the Consumer Credit Code in respect of the Mortgage Loans (to the extent that any such Mortgage Loan and Related Security is regulated by the Consumer Credit Code) and exercise the servicing obligations which are under the control of the Servicer in accordance with the Consumer Credit Code; and
- (xv) provide a certificate to the Trustee on or about each 30 June and 31 December stating that, as at that date, to the best of the Servicer's knowledge, information and belief, no Servicer Default was subsisting as at that date.

(d) **Delegation by the Servicer**

A Servicer has the power to delegate or subcontract in relation to some or all of its obligations in accordance with the Transaction Documents.

Despite any delegation, AMP Bank Limited will remain liable for the servicing of the Mortgage Loans, the Related Securities and the other items referred to in the Transaction Documents and will remain liable for the acts or omissions of any officer, employee, agent, delegate or sub-contractor.

(e) **The Servicer's Fees**

In consideration of the Servicer performing its functions and duties in respect of the Trust, it will be paid a monthly fee by the Trustee from the Trust determined according to a rate agreed by the Trustee, the Trust Manager and the Servicer.

(f) **Servicer Default and Removal of the Servicer**

A Servicer Default occurs if:

- (i) the Servicer fails to remit, any amount due under the Transaction Documents within 5 Business Days of receipt of a notice from either the Trustee or the Trust Manager to do so;
- (ii) the Servicer fails to prepare and submit to the Trust Manager in a timely fashion any information so required under the Transaction Documents and such failure will have an Adverse Rating Effect and, if capable of remedy, is not remedied within 30 days of notice delivered to the Servicer by the Trustee or the Trust Manager;
- (iii) an Insolvency Event occurs in respect of the Servicer; or
- (iv) any authorisation under any Consumer Credit Code expires or is repealed, revoked, terminated, modified or amended and is not replaced and such event has an Adverse Rating Effect;
- (v) the Servicer fails to observe or perform any term, covenant, condition or obligation provided for in the Transaction Documents where such failure has a Material Adverse Effect and continues for 30 days;
- (vi) any event has occurred which has a material adverse effect on the business of the Servicer and which has an Adverse Rating Effect; and
- (vii) a material change occurs with respect to the Servicing Procedures without the prior consent of the Trust Manager and which has an Adverse Rating Effect.

The Trustee may at its discretion waive any Servicer Default. The Trust Manager must notify the Trustee upon the Trust Manager becoming actually aware of any Servicer Default.

(g) **Termination of Servicer's appointment and transfer of servicing obligations**

Upon the occurrence of a Servicer Default, the Trustee may immediately by notice to the Servicer remove the Servicer as servicer of the Trust under the Transaction Documents and terminate all of the Servicer's rights and obligations under the Transaction Documents (including in relation to any Mortgage Loans and Related Securities) for the Trust.

(h) **Voluntary Retirement of Servicer**

A Servicer may retire as Servicer. The Servicer must give to the Trustee 3 months' notice in writing of its intention to retire or such lesser time as the Servicer and the Trustee agree. Upon the removal or retirement of the Servicer, the Trustee must use all reasonable endeavours to appoint a replacement servicer (the "**Substitute Servicer**") provided that the appointment of such Substitute Servicer will not result in an Adverse Rating Effect. The Trustee must act, or must appoint another person as its agent to act (provided such appointment will not result in an Adverse Rating Effect), as Servicer until the appointment of a Substitute Servicer is complete.

(i) **Substitute Servicer**

The purported appointment of a Substitute Servicer has no effect until the Substitute Servicer executes a deed with the Trustee and the Trust Manager under which it covenants to act as Servicer in accordance with the Master Trust Deed and the other Transaction Documents.

(j) **Servicer and Trust Manager to provide full co-operation**

The Servicer and the Trust Manager agree to provide their full cooperation in the event of a transfer of the functions of that Servicer. The Servicer and the Trust Manager must provide the Substitute Servicer with copies of all paper and electronic files, information and other materials as the Trustee or the Substitute Servicer may reasonably request as soon as practicable (and, in any event within 5 Business Days) after the removal or retirement of the Servicer in accordance with this Section.

(k) **Indemnity**

The Servicer indemnifies the Trustee from and against any expense, loss, damage, liability, fines, forfeiture, legal fees and related costs which the Trustee may incur as a direct consequence of:

- (i) any Servicer Default relating to it;
- (ii) a failure by the Servicer to perform its duties under the Transaction Documents where the failure to perform has an Adverse Rating Effect;
- (iii) non-compliance by the Servicer with any legislation where that non-compliance will have an Adverse Rating Effect; or
- (iv) any error or omission in any instructions or information given by the Servicer to any other person which has an Adverse Rating Effect,

in each case with the Trustee determining whether or not an Adverse Rating Effect has occurred or will occur.

(l) **Limitation of the Servicer's liability**

The Servicer is not liable for any loss suffered by a Secured Creditor or a beneficiary of the Trust except to the extent that such loss may be caused by a breach by that Servicer of any term of the Master Trust Deed or the Series Notice or its fraud, negligence or other default.

The maximum amount which the Servicer is liable to pay in damages for breach of a term of the Master Trust Deed or the Series Notice is limited to the Unpaid

Balance of the Mortgage Loans at the time of the breach after taking into account any payment received by, or due to, the Trustee under any relevant Mortgage Insurance Policy.

#### **7.4 Anti-Money Laundering**

Each party to a Transaction Document is obligated to take all action required to comply with any applicable anti-money laundering or counter-terrorism financing laws in connection with the performance of its obligations under the Transaction Documents



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## **8. Master Security Trust Deed**

### **8.1 Security**

Under the Master Security Trust Deed and the General Security Deed, the Trustee, as trustee of the Trust, will grant to the Security Trustee a charge over all of the present and future assets of the Trust for the benefit of Secured Creditors (the “**Security**”). The Security Trustee will act as trustee of the Secured Creditors and hold the benefit of the charge on trust for the Secured Creditors.

### **8.2 Secured Creditors**

The Secured Creditors are:

- (a) each Note Holder;
- (b) the Interest Rate Swap Provider;
- (c) the Redraw Facility Provider;
- (d) the Servicer;
- (e) the Originator;
- (f) the Trust Manager;
- (g) the Trustee;
- (h) the Custodian;
- (i) the Security Trustee; and
- (j) each Support Facility Provider (to the extent not included in the above paragraphs).

### **8.3 Events of Default**

It is an Event of Default under the Series Notice, General Security Deed and Master Security Trust Deed if any of the following occur:

- (a) the Trustee fails to pay:
  - (i) in full any Coupon due and payable on any Class A Note or Redraw Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that the Class A Notes or any Redraw Notes (as applicable) are outstanding);
  - (ii) if there are no Secured Moneys payable in respect of any Class A Notes or Redraw Notes, in full any Coupon due and payable on any Class AB Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that the Class AB Notes are outstanding);
  - (iii) if there are no Secured Moneys payable in respect of any Class A Notes, Redraw Notes or Class AB Notes, in full any Coupon due and payable on any Class B Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that any Class B Notes are outstanding);

- (iv) if there are no Secured Moneys payable in respect of any Class A Notes, Redraw Notes, Class AB Notes or Class B Notes, in full any Coupon due and payable on any Class C Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that the Class C Notes are outstanding);
  - (v) if there are no Secured Moneys payable in respect of any Class A Notes, Redraw Notes, Class AB Notes, Class B Notes or Class C Notes, in full any Coupon due and payable on any Class D Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that any Class D Notes are outstanding);
  - (vi) if there are no Secured Moneys payable in respect of any Class A Notes, Redraw Notes, Class AB Notes, Class B Notes, Class C Notes or the Class D Notes, in full any Coupon due and payable on any Class E Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that any Class E Notes are outstanding);
  - (vii) if there are no Secured Moneys payable in respect of any Class A Notes, Redraw Notes, Class AB Notes, Class B Notes, Class C Notes, the Class D Notes or the Class E Notes, in full any Coupon due and payable on any Class F Note within 10 Business Days of the Payment Date on which such interest was due to be paid (for such time that any Class F Notes are outstanding); or
  - (viii) in full to any other Secured Creditors, the relevant Secured Moneys payable to it in accordance with the relevant Transaction Document under which the obligation to pay such Secured Money arises, within 10 Business Days of the due date for payment (or within any applicable grace period agreed with the Secured Creditor to whom such Secured Moneys are payable) other than for such period as there are Secured Moneys payable in respect of the Notes, any payment of break costs due and payable from the Trustee to the Interest Rate Swap Provider in relation to the Interest Rate Swap Agreement (unless the Trustee has sufficient funds to pay such break costs in accordance with the Cashflow Allocation Methodology and the Trustee fails to pay such break costs);
- (b) the Trustee fails to perform or observe any other provision (other than an obligation referred to in paragraph (a) above) of a Transaction Document insofar as it relates to the Trust and such failure will have a Material Adverse Payment Effect (other than in relation to a Class F Note Holder if any Class of Notes other than the Class F Notes is then outstanding) (as determined by the Trust Manager or the Trustee) and that default (in the opinion of the Security Trustee) is not capable of remedy or (if in the opinion of the Security Trustee is capable of remedy) is not remedied within 20 Business Days after written notice from the Security Trustee requiring the failure to be remedied;
- (c) an Insolvency Event occurs in respect of the Trustee (in its capacity as trustee of the Trust) or an Insolvency Event occurs in respect of the Trustee (in its personal capacity) and a new trustee is not appointed within 60 Business Days of the occurrence of that event;
- (d) the Trustee is (for any reason) not entitled to fully exercise the right of indemnity conferred on it under the Master Trust Deed against the Assets of the Trust to satisfy any liability to a Secured Creditor and the circumstances are not rectified to

the reasonable satisfaction of the Security Trustee within 20 Business Days of the Security Trustee requiring the Trustee in writing to rectify them;

- (e) the General Security Deed is not or ceases to be valid or enforceable;
- (f) without the prior consent of the Security Trustee:
  - (i) the Trust is wound up, or the Trustee is required to wind up the Trust under the Master Trust Deed or applicable law, or the winding up of the Trust commences; or
  - (ii) the Trust is held or is conceded by the Trustee not to have been constituted or to have been imperfectly constituted.

The Trust Manager must advise the Trustee and the Security Trustee upon becoming aware of the occurrence of an Event of Default.

## **8.4 Meetings of Secured Creditors**

At a meeting, the Voting Secured Creditors must vote on whether to direct the Security Trustee by Extraordinary Resolution to:

- (a) declare the relevant charge to be enforceable; or
- (b) exercise all or any of its powers under the Transaction Documents; or
- (c) declare the Aggregate Invested Amount, all accrued interest and all other moneys owing to Note Holders under or in respect of the Notes to be immediately due and payable on demand, whereupon the same will become so due and payable.

## **8.5 Protection of Security Trustee**

The Master Security Trust Deed also contains other provisions, which regulate the performance by the Security Trustee of its duties. These include the following:

- (a) the Security Trustee is not required to request information or keep itself informed about the circumstances of the Trustee or the Trust Manager or the performance by them of their respective obligations under the Transaction Documents or to consider or provide any Secured Creditor any information with respect to the Trustee or the Trust Manager;
- (b) the Security Trustee is not required to use any of its own funds and is not required to act until the Secured Creditors place it in funds or indemnify it to its satisfaction; and
- (c) subject to its express duties or obligations under the Master Security Trust Deed, the Security Trustee is not required to do anything without receiving specific instructions (by an Extraordinary Resolution) from the Voting Secured Creditors.

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# **9. Liquidity Reserve Account and Redraw Facility Agreement**

## **9.1 Liquidity Reserve Account**

- (a) **Establishment**

The Trustee will, on the Closing Date, deposit into the Liquidity Reserve Account an amount equal to the Initial Liquidity Deposit from the proceeds of issue of the Notes.

(b) **Purpose**

The Liquidity Reserve Account will be available to be withdrawn from by the Trustee to fund Liquidity Draws.

(c) **Excess Balance**

If, on any Determination Date, the Trust Manager determines that the balance of the Liquidity Reserve Account exceeds the Required Liquidity Reserve Amount on that Determination Date, then the Trust Manager must direct the Trustee to withdraw from the Liquidity Reserve Account an amount equal to that excess and allocate that amount to Total Available Principal for distribution as described in Section 6.3 (“*Underlying Cash Flows*”).

## 9.2 Redraw Facility

(a) **Purpose of the Redraw Facility**

Under the terms of the Mortgage Loans:

- (i) a Debtor may redraw principal which has been prepaid, up to the relevant scheduled principal balance of that Mortgage Loan; or
- (ii) in the case of a Mortgage Loan which is a FLA Mortgage Loan, the Debtor can make further drawings up to an amount not exceeding the relevant loan limit,

each with the consent of the Originator (each a “**Redraw**”). The Redraw Facility is made available to the Trustee by the Redraw Facility Provider to help fund the reimbursement of Redraws made by the Originator where the Principal Collections for a Collection Period are insufficient to reimburse the Originator for such Redraws.

(b) **Drawings on the Redraw Facility**

Following the occurrence of a Redraw Shortfall, advances under the Redraw Facility will be made for an amount equal to the lesser of the Redraw Shortfall and the amount available to be drawn under the Redraw Facility Agreement.

(c) **Interest and fees**

A market rate interest accrues on the daily balance of each Redraw until the drawing is paid in full. The rate of interest under the Redraw Facility Agreement is equal to the “BBSW Rate” (as defined in the Redraw Facility Agreement) plus a margin.

The Redraw Facility Agreement incorporates a fallback regime in the event of a temporary disruption or permanent discontinuation of BBSW (or other applicable benchmark rate) that is similar to the fallback regime which applies in relation to the BBSW Rate (and other Applicable Benchmark Rates) for the Notes.

A commitment fee accrues daily from the Closing Date on the un-utilised portion of the Redraw Limit, based on the number of days elapsed and a 365 day year.

(d) **Events of Default**

A Redraw Event of Default occurs if:

- (i) the Trustee fails to pay:
  - A. any amount owing under the Redraw Facility where funds are available for that purpose under the Series Notice; or
  - B. any amount due in respect of interest where funds are available for that purpose under the Series Notice,

within 10 Business Days of the due date for payment of such amount;

- (ii) an Event of Default occurs in respect of the Trust and the Security Trustee (acting on the instructions of the Voting Secured Creditors) appoints a Receiver to the Assets of the Trust or is directed to sell or otherwise realise the Assets of the Trust in accordance with the Master Security Trust Deed and the General Security Deed;
- (iii) an Insolvency Event occurs:
  - A. in relation to the Trustee in its capacity as trustee of the Trust; or
  - B. in relation to the Trustee (in its corporate capacity) and a successor trustee of the Trustee is not appointed within 30 days of that Insolvency Event; or
- (iv) the Termination Date occurs in respect of the Trust.

(e) **Termination**

The Trust Manager may by giving not less than 5 Business Days' notice to the Redraw Facility Provider and the Trustee, declare a Payment Date as the date upon which:

- (i) the Redraw Facility Provider will be replaced by a substitute Redraw Facility Provider; and
- (ii) the Redraw Facility will terminate.

On or before the declaration of the Payment Date by the Trust Manager, the Trust Manager must notify the Designated Rating Agencies of such termination of the Redraw Facility and the appointment of the proposed substitute Redraw Facility Provider on that Payment Date and determine that such termination or appointment will not result in an Adverse Rating Effect.

The Redraw Facility Provider may terminate the Redraw Facility by providing 90 days' notice to the Trust Manager and the Trustee.

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## **10. Interest Rate Swap**

### **10.1 General**

The Trustee will enter into the Interest Rate Swap Agreement.

### **10.2 Interest Rate Mismatch between Mortgage Loans and Notes/Debt Instruments**

The Trustee will enter into the Basis Swap with the Basis Swap Provider.

The Basis Swap will be used to hedge the basis risk between the variable interest rate applicable on the Mortgage Loans (or which convert from a fixed rate to a variable rate) and the floating rate obligations of the Trustee under the Notes.

The Basis Swap will be governed by the terms of the Interest Rate Swap Agreement entered into by the Trust Manager, the Trustee, the Basis Swap Provider.

The terms of the Basis Swap allow for the netting of payments.

The initial Interest Rate Swap Provider under the Basis Swap will be AMP Bank Limited.

### **10.3 Basis Swap**

Under the Basis Swap, the Trustee will pay to the Basis Swap Provider on the Payment Date an amount calculated by reference to the applicable variable rate of those Mortgage Loans which are subject to a variable rate of interest on a notional amount calculated by reference to the Outstanding Balance of those Mortgage Loans which are subject to a variable rate of interest or a concessionary fixed rate of interest for an initial period of 12 months or less.

The Trustee will receive from the Basis Swap Provider an amount calculated by reference to the relevant BBSW Rate plus a margin for the related Coupon Period on a notional amount calculated by reference to the Outstanding Balance of those Mortgage Loans which are subject to a variable rate of interest or a concessionary fixed rate of interest for an initial period of 12 months or less.

### **10.4 Early Termination by the Interest Rate Swap Provider**

The Interest Rate Swap Provider will have the right to terminate an Interest Rate Swap in the following circumstances:

- (a) if the Trustee fails to make a payment due under an Interest Rate Swap within 10 Business Days after notice of failure is given to the Trustee; or
- (b) if, due to a change or a change in interpretation in law, it becomes illegal for the Interest Rate Swap Provider to make or receive payments, perform its obligations under any credit support document or comply with any other material provision of the Interest Rate Swap; or
- (c) certain bankruptcy related events occur in relation to the Trustee; or
- (d) if due to any action taken by a taxation authority or a change in tax law the Interest Rate Swap Provider 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. However, the Interest Rate Swap Provider will only have the right to terminate the Interest Rate Swap Agreement if the Interest Rate Swap Provider has first made efforts to transfer the Interest Rate Swap

to another office or affiliate provided that such transfer is notified to each Designated Rating Agency by the Trust Manager and the Trust Manager determines that this will not result in an Adverse Rating Effect; or

- (e) if an Event of Default occurs under the Master Security Trust Deed and the General Security Deed and the Security Trustee:
  - (i) declares the Security to be enforceable;
  - (ii) exercises all or any of its powers under the Master Security Trust Deed and the General Security Deed; or
  - (iii) declares the Aggregate Invested Amount, all accrued interest and all other moneys owing to Note Holders under or in respect of the Notes to be immediately due and payable on demand.

## **10.5 Early Termination by the Trustee**

The Trustee will have the right to terminate an Interest Rate Swap in the following circumstances:

- (a) if the Interest Rate Swap Provider fails to make a payment under the Interest Rate Swap within 10 Business Days after notice of failure is given to that Interest Rate Swap Provider; or
- (b) if the Interest Rate Swap Provider fails to comply with its obligations under the Interest Rate Swap Agreement (other than an obligation to make certain payments or deliveries) and such failure is not remedied on or before the 30<sup>th</sup> day after notice is given of such failure to that Interest Rate Swap Provider; or
- (c) if, due to a change in or a change in the interpretation of the law, it becomes illegal for the Trustee to make or receive payments, perform its obligations under any credit support document or comply with any other material provision of the Interest Rate Swap; or
- (d) certain bankruptcy related events occur in relation to the Interest Rate Swap Provider; or
- (e) if the Interest Rate Swap Provider 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 the Interest Rate Swap Provider under the Interest Rate Swap Agreement; or
- (f) the Interest Rate Swap Provider (or any guarantor of the Interest Rate Swap Provider) breaches a representation or warranty made by it in the Interest Rate Swap Agreement in a material respect; or
- (g) the Interest Rate Swap Provider (or any guarantor of the Interest Rate Swap Provider) fails to comply with any obligation to be performed under any guarantee of the Interest Rate Swap Provider's obligations entered into in connection with the Interest Rate Swap Agreement and such failure is continuing under any applicable grace period, the termination of any such guarantee without the Trustee's consent, or the Interest Rate Swap Provider (or any guarantor of the Interest Rate Swap Provider) challenges the validity of any such guarantee; or
- (h) if due to any action taken by a taxation authority or a change in tax law the Trustee is required to receive payments from which amounts have been withheld or

deducted on account of tax and no entitlement to a corresponding gross-up arises other than as a result of its failure to perform certain tax covenants or, in certain circumstances, a breach of its tax representations. However, the Trustee will only have the right to terminate the Interest Rate Swap Agreement if it has first made efforts to transfer its rights and obligations to avoid this event to another office or affiliate provided such transfer is notified to each Designated Rating Agency by the Trust Manager and the Trust Manager determines that this will not result in an Adverse Rating Effect; or

- (i) if an Event of Default occurs under the Master Security Trust Deed and the General Security Deed as a result of a failure by the Interest Rate Swap Provider to make, when due, a payment under the Interest Rate Swap Agreement and the Security Trustee:
  - (i) declares the Security to be enforceable;
  - (ii) exercises all or any of its powers under the Master Security Trust Deed and the General Security Deed; or
  - (iii) declares the Aggregate Invested Amount, all accrued interest and all other moneys owing to Note Holders under or in respect of the Notes to be immediately due and payable on demand; or
- (j) if the Interest Rate Swap Provider fails to comply with its obligations (including to post collateral) under the Interest Rate Swap in the event of the withdrawal or downgrade of its credit rating from any Designated Rating Agency as prescribed in the Interest Rate Swap Agreement within the relevant period and subject to the exceptions (if any) specified in the Interest Rate Swap Agreement.

If, on any Determination Date, the Trust Manager determines that the Total Available Funds are less than the Required Payments (each as calculated on that Determination Date), then:

- (a) the Trust Manager must direct the Trustee to terminate (and the Trustee will have the right to terminate) the Basis Swap; and
- (b) the Trust Manager and the Trustee must:
  - (i) enter into a replacement swap on substantially similar terms and with a counterparty as notified by the Trust Manager to each Designated Rating Agency and which counterparty the Trust Manager determines will not result in an Adverse Rating Effect; or
  - (ii) ensure the Servicer sets the weighted average interest rate on the Mortgage Loans to at least the Threshold Rate; or
  - (iii) enter into such other arrangements as notified by the Trust Manager to each Designated Rating Agency and which arrangement the Trust Manager determines will not result in an Adverse Rating Effect.



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## 11. The Originator and the Mortgage Loans

### 11.1 Introduction and background

The Originator is a wholly owned subsidiary of AMP Limited, the ultimate holding company of the AMP group of companies, comprising AMP Limited and its subsidiaries (“AMP Group”). For further detailed information about AMP Group or AMP Bank please refer to our website [www.amp.com.au/shareholdercentre](http://www.amp.com.au/shareholdercentre).

The Originator was granted an authority to carry on banking business in Australia in March 1998 and commenced operations in Australia in June 1998. The Originator is registered in the State of New South Wales.

AMP Bank is an Australian retail bank participating in residential mortgage lending and retail and platform deposits. AMP Bank’s mission is to help everyday Australians create whatever wealth they want.

AMP Bank’s products and services enable AMP to be relevant over a wider set of financial goals, earlier in the customer’s life cycle and with higher customer interaction.

AMP Bank distributes its solutions by leveraging AMP’s advice network, brokers and directly to customers through online channels.

AMP Bank Limited is rated BBB+ (stable) by S&P Global Ratings Australia Pty Ltd and Baa2 (stable) by Moody’s Investors Service Pty Limited.

For 1H 24, NPAT (underlying) of \$35m decreased by 38.6% on 1H 23. This reflects margin compression and lower volumes, partially offset by lower costs. Net interest income decreased by 18.5% for 1H 24, and net interest margin was down 25 bps to 1.14%, reflecting the competitive residential mortgage and deposit environment. AMP Bank’s return on capital was 6.0%, down from 9.8% in 1H 23 driven by lower profit.

### 11.2 AMP Limited

The Originator’s ultimate holding company, AMP Limited, is listed on the Australian Securities Exchange. AMP Limited is regulated under the Corporations Act and is subject to periodic and continuous disclosure requirements. The registered office of AMP Limited is at Level 29, 50 Bridge Street, Sydney, New South Wales 2000, Australia.

### 11.3 Origination, Credit and Collections

#### (a) *Origination Process*

The residential mortgage loans included in the assets of the trust were originated by either the Originator, AMP Finance Limited (formerly known as GIO Finance Limited), GIO Building Society Limited, GIO General Limited, GIO Personal Investment Services Limited or Priority One Financial Services Ltd. Mortgage loans were sourced through AMP and Charter Financial Advisers, accredited mortgage brokers and direct via the AMP contact centre, AMP staff and AMP shareholders

#### (b) *Approval and Underwriting Process*

The loan applications are assessed and either approved or declined using the judgement of a credit lending specialist, in light of the existing credit policy and procedures supported by a rules based automated credit decisioning engine. All loan applications must satisfy the Originator’s credit policy and procedures, a summary of which is described in this Section. In

circumstances where minor credit policy issues are mitigated by the strength of the application, approval will be provided by only the appropriate delegation authority of the Originator.

The property to be secured is required to be appraised, by way of a physical valuation, by a valuer from the Originator's approved panel of registered valuers in the following circumstances:

- the loan-to-value ratio is above 80% or otherwise requires primary lenders mortgage insurance cover based on the loan amount and loan to value ratio (Electronic Valuation Report (EVR) also acceptable for a subset of Helia identified acceptable postcodes);
- the loan-to-value ratio is up to 80% (subject to exclusions from EVR criteria);
- the security property is not zoned solely or other than residential;
- the security property is newly constructed (including house and land packages);
- the security property is vacant land;
- the security property (apartment/unit) is located in a high-density area;
- the security property is being purchased off the plan;
- the purchase is not at arm's length or is a private sale; and
- the security property is not located within a major metropolitan or regional area per the originator's risk based postcode model (medium to ultra-high risk)

The Originator requires its panel valuers to be members of the Australian Property Institute and hold current professional indemnity insurance of a minimum of A\$10 million.

In cases where a full valuation has not been obtained, the Originator requires an Electronic Valuation Report (EVR) or an Automated Valuation Method (AVM) or a SMARTval. A Contract for Sale (validated by an AVM) will be accepted when the sale price is lower than a form of valuation listed above given that this is a conservative valuation.

The prospective borrower must have a satisfactory credit history and stable employment. The Originator requires all borrowers to satisfy a minimum disposable income level after all commitments, including allowances for living expenses and the proposed residential loan, with an allowance for interest rate increases using a minimum benchmark (floor) rate or actual rate plus a minimum buffer (whichever is the higher). This is to ensure that the applicant has the capacity to repay loans from their current income.

The Originator verifies income on loan applications for all products. The verification process includes, but is not limited to, a review of the applicant's employment history and pay advice and/or tax returns. Such loans are referred to as "income-verified loans" in this Information Memorandum.

In respect of income-verified loans, the Originator conducts credit checks and enquiries through the credit bureaus in accordance with current credit criteria. A statement of the applicant's current assets and liabilities is also obtained via the loan application form.

Residential loan borrowers may be natural persons, trusts or corporations. Loans to corporations must be secured by personal guarantees from directors (in addition to residential real estate security).

The Originator reviews a sample of conditionally approved housing loans on a monthly basis to ensure individual credit lending specialists adhere to all policy and procedure standards and delegated authorities.

A condition of settlement is that the mortgagor establishes and maintains property insurance on the security property for the life of the loan.

The Originator's credit policies and approval procedures are subject to regular review and update by the Originator's "Credit Risk Committee".

(c) *Collection and Enforcement Process*

The Originator credits repayments to an individual loan on the date of receipt. Interest is accrued daily on the balance outstanding and charged monthly to each relevant loan account on the due date.

Loans are in arrears when the current balance of the loan is greater than the scheduled balance. Actions taken by the Originator in relation to loans in arrears vary depending on the following elements and with the advice of the mortgage insurer:

- amount of arrears;
- arrears history;
- equity in the property; and
- arrangements made with the borrower to meet overdue payments.

A risk-based approach utilising analytics, insights, and business rules to determine the customer's propensity to pay is utilised to risk segment each loan.

An automated allocation of a pre-determined treatment plan is applied to each home loan account in arrears based on the risk segment and the arrears status of the account.

Pre-determined treatment plans include the next best collection activity, the timing of the activity and the right channel to communicate with the customer about their home loan arrears. Actions in a treatment plan consist of SMS, emails, reminder notices, or allocation to an officer.

Arrears notices are automatically sent to both borrowers and guarantors in accordance with the segment in which the loan is assigned to. A reminder notice is issued between 3 and 7 days in arrears.

Phone calls are allocated to an officer in accordance with the risk segment that the loan is assigned to. Loans with a lower propensity to pay or self-cure are allocated for telephone activity as early as 1 day in arrears, whilst loans with a higher propensity to pay or self-cure are allocated for telephone activity at 15 or 17 days in arrears.

The credit services officers have the authority to agree to arrangements to clear arrears as provided by the appropriate delegation authority of the Originator. An electronic diary system is maintained for each loan to record all proceeding information in relation to the arrears management process.

In the event attempts to obtain payment fail, final notices are sent to borrowers when the account reaches 60 days in arrears. The final notice demands payment within 7 days from the date of the final notices. If the arrears amount is not received in full, a default notice will be issued from expiry of the final notice, then formal court proceedings for the accelerated loan

balance (approximately 120-150 days). Hardship may be granted where the Originator considers the customer's financial difficulty is short term and will be resolved in 3 to 6 months. Customers who are approved for hardship moratoriums are required to meet a serviceability test prior to any capitalisation of arrears.

Eviction will be scheduled usually from 180 days depending upon State legislation. Upon possession of each secured property and advice from the Mortgage Insurer, valuations of security are ordered and the sale process commences.

The Originator notifies the Mortgage Insurer when the account is in arrears by more than 60 days (term loan) and keeps the Mortgage Insurer informed of the loan position and status of recovery actions. In instances where a shortfall has been incurred after the sale, the mortgage insurer is contacted and a claim lodged.

The information in this Section 11 is provided by AMP Bank Limited.

## Originator Arrears and Loss Performance

Table 1: Days in Arrears History

	Jun-12	Jun-13	Jun-14	Jun-15	Jun-16	Jun-17	Jun-18	Jun-19	Jun-20	Jun-21	Jun-22	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
<b>Total Outstanding Balances (\$m)</b>	\$11,943	\$12,257	\$13,415	\$14,521	\$15,375	\$18,194	\$19,680	\$19,690	\$20,496	\$20,619	\$22,446	\$24,300	\$24,478	\$24,747	\$24,779	\$24,712	\$24,549	\$24,196	\$23,870	\$23,548	\$23,252	\$23,012	\$22,779	\$22,686	\$22,542
<b>Number of Loans</b>	63,564	65,080	69,744	72,687	73,521	79,513	80,858	78,157	77,080	76,915	81,127	81,196	81,290	81,396	81,194	80,716	79,988	78,858	77,780	76,713	75,720	74,777	73,780	73,106	72,454
<b>% Arrears By Number*</b>																									
30-59 days	0.25%	0.38%	0.31%	0.25%	0.24%	0.24%	0.25%	0.31%	0.14%	0.19%	0.17%	0.38%	0.39%	0.28%	0.32%	0.33%	0.38%	0.33%	0.39%	0.41%	0.42%	0.37%	0.38%	0.38%	0.39%
60-89 days	0.12%	0.14%	0.14%	0.11%	0.11%	0.15%	0.09%	0.09%	0.15%	0.14%	0.10%	0.26%	0.25%	0.21%	0.20%	0.18%	0.19%	0.23%	0.21%	0.25%	0.26%	0.27%	0.27%	0.25%	0.23%
90+	0.32%	0.34%	0.32%	0.35%	0.40%	0.39%	0.35%	0.49%	0.60%	0.53%	0.30%	0.48%	0.48%	0.47%	0.48%	0.50%	0.48%	0.50%	0.59%	0.60%	0.66%	0.73%	0.70%	0.68%	0.68%
<b>Total</b>	<b>0.70%</b>	<b>0.85%</b>	<b>0.78%</b>	<b>0.70%</b>	<b>0.76%</b>	<b>0.78%</b>	<b>0.69%</b>	<b>0.89%</b>	<b>0.88%</b>	<b>0.86%</b>	<b>0.57%</b>	<b>1.11%</b>	<b>1.12%</b>	<b>0.96%</b>	<b>1.00%</b>	<b>1.01%</b>	<b>1.05%</b>	<b>1.06%</b>	<b>1.19%</b>	<b>1.26%</b>	<b>1.34%</b>	<b>1.37%</b>	<b>1.36%</b>	<b>1.30%</b>	<b>1.30%</b>
<b>% Arrears By Balances*</b>																									
30-59 days	0.42%	0.55%	0.44%	0.35%	0.33%	0.29%	0.32%	0.47%	0.16%	0.23%	0.20%	0.46%	0.41%	0.34%	0.38%	0.41%	0.48%	0.39%	0.43%	0.47%	0.53%	0.47%	0.49%	0.53%	0.48%
60-89 days	0.18%	0.23%	0.22%	0.15%	0.14%	0.17%	0.12%	0.15%	0.24%	0.20%	0.11%	0.29%	0.26%	0.27%	0.25%	0.21%	0.22%	0.28%	0.27%	0.30%	0.32%	0.34%	0.35%	0.31%	0.33%
90+	0.45%	0.51%	0.44%	0.44%	0.51%	0.48%	0.44%	0.63%	0.78%	0.72%	0.39%	0.55%	0.55%	0.48%	0.56%	0.61%	0.58%	0.62%	0.73%	0.76%	0.82%	0.91%	0.89%	0.88%	0.90%
<b>Total</b>	<b>1.04%</b>	<b>1.29%</b>	<b>1.10%</b>	<b>0.94%</b>	<b>0.98%</b>	<b>0.95%</b>	<b>0.88%</b>	<b>1.25%</b>	<b>1.17%</b>	<b>1.14%</b>	<b>0.70%</b>	<b>1.31%</b>	<b>1.22%</b>	<b>1.16%</b>	<b>1.19%</b>	<b>1.23%</b>	<b>1.28%</b>	<b>1.29%</b>	<b>1.43%</b>	<b>1.53%</b>	<b>1.67%</b>	<b>1.72%</b>	<b>1.73%</b>	<b>1.72%</b>	<b>1.71%</b>

\*Excluding Loans where the amount in arrears is less than \$100

Table 2: Loss History

Loss History	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	YTD24	Total
<b>Total Net Loss (\$m)*</b>	0.01	0.00	0.00	0.03	0.31	1.17	0.46	1.94	1.20	1.18	2.03	1.19	1.99	0.87	0.46	0.93	1.55	1.78	1.51	1.83	0.50	0.66	0.13	21.74
<b>Total Amount Paid by LMI (\$m)**</b>	0.02	0.02	0.05	0.03	1.31	1.52	1.80	2.47	1.56	0.84	1.23	1.45	0.97	1.05	0.58	3.17	1.58	2.34	2.08	0.56	0.67	0.09	0.52	25.93
<b>Total Gross Losses (\$m)^</b>	<b>0.02</b>	<b>0.02</b>	<b>0.05</b>	<b>0.06</b>	<b>1.62</b>	<b>2.69</b>	<b>2.26</b>	<b>4.42</b>	<b>2.76</b>	<b>2.02</b>	<b>3.26</b>	<b>2.65</b>	<b>2.96</b>	<b>1.92</b>	<b>1.04</b>	<b>4.11</b>	<b>3.13</b>	<b>4.12</b>	<b>3.59</b>	<b>2.56</b>	<b>1.17</b>	<b>0.75</b>	<b>0.65</b>	<b>47.85</b>
<b>Total Portfolio Balance (\$m)</b>	3,223	5,235	5,887	6,272	7,052	7,943	9,430	9,667	10,011	11,079	12,302	12,785	13,906	14,564	16,539	18,870	19,460	20,683	20,188	21,741	23,361	24,439	22,910	
<b>Total Gross Losses as % of Portfolio</b>	<b>0.001%</b>	<b>0.000%</b>	<b>0.001%</b>	<b>0.001%</b>	<b>0.023%</b>	<b>0.034%</b>	<b>0.024%</b>	<b>0.046%</b>	<b>0.028%</b>	<b>0.018%</b>	<b>0.027%</b>	<b>0.021%</b>	<b>0.021%</b>	<b>0.013%</b>	<b>0.006%</b>	<b>0.022%</b>	<b>0.016%</b>	<b>0.020%</b>	<b>0.018%</b>	<b>0.012%</b>	<b>0.005%</b>	<b>0.003%</b>	<b>0.003%</b>	

^Total Gross Loss = all securities sold in the calendar year with a shortfall.

\*Net Loss = Gross Loss less LMI payments made in that calendar year

\*\*Amount paid by LMI = payments for LMI claims in current year

The first table summarises the delinquency experience of the home loan portfolio serviced by AMP Bank Limited including securitised loans. The second table summarises the historical loss experience for the home loan portfolio serviced by AMP Bank Limited including securitised loans. Loan losses for each period are net of recoveries including claims under mortgage insurance policies and include securitised loans. Percentage losses are calculated based on the average outstanding balance for the period. This information is provided by AMP Bank Limited. There can be no assurance that the delinquency and foreclosure experience with respect to the Mortgage Loans comprising the pool will correspond to the delinquency and foreclosure experience of the Servicer's mortgage portfolio set forth in the foregoing tables. Indeed, the statistics shown in the preceding tables represent the delinquency and foreclosure experience for the total one-to-four-family residential mortgage portfolios for each of the years presented, whereas the aggregate delinquency and foreclosure experience on the Mortgage Loans will depend on the results obtained over the life of the pool. In addition, the foregoing statistics include Mortgage Loans with a variety of payment and other characteristics that may not correspond to those of the Mortgage Loans in the pool. Moreover, if the one-to-four-family real estate market should experience an overall decline in property values such that the principal balances of the housing loans comprising the Mortgage Loan pool become equal to or greater than the value of the related mortgaged properties, the actual rates of delinquencies and foreclosures could be significantly higher than those previously experienced by the Servicer. In addition, adverse economic conditions, which may or may not affect real property values, may affect the timely payment by borrowers of scheduled payments of principal and interest on the Mortgage Loans and, accordingly, the rates of delinquencies, foreclosures, bankruptcies and losses with respect to the pool.

## 11.4 Product Types

The following Originator product types will be included in the Assets of the Trust:

(a) *Variable Rate Loans*

Variable interest rate term loan products are secured by residential property. The variable interest rate charged on these loans may fluctuate depending upon market conditions. The Originator may offer a concessional rate off the standard variable interest rate. The amount of concession offered depends upon total customer borrowings, LVR or special or restricted offers made from time to time.

The loan allows redraws to the extent that the borrower's outstanding balance is less than the scheduled limit. Monthly account management or annual package fees may be payable.

(b) *Fixed Rate Loans*

The Originator's fixed rate loans are a term loan product secured by residential property where the interest rate is fixed for a selected period of up to 5 years. The Originator's fixed rate loan interest rate depends on the LVR. The Originator may offer a discount depending on the total borrowings or special or restricted offers made from time to time.

Additional principal repayments may be permitted on this loan up to a maximum of A\$10,000 per 12 month period without incurring early repayment or break costs. No redraws are permitted on this loan during the Fixed Rate period.

Upon expiry of the fixed interest rate period the loan will convert to a variable interest rate loan product type. However, the borrower has the option to fix the interest rate for a further period of up to 5 years at no additional cost.

(c) *Line of Credit (LoC) Loans*

A variable interest rate term loan product with a card transaction capability. The LoC is secured by residential property and has a maximum interest only period of 10 years. The balance of the loan term requires repayments of principal and interest so that the loan is fully repaid at the end of its term.

The interest rate charged on these loans will vary depending upon market conditions. A concession off the standard variable interest rate may be offered dependent upon the total customer borrowings or special or restricted offers made from time to time.

The LoC allows further drawings to the extent that the borrower's outstanding balance is less than the scheduled limit through both the interest only and principal and interest periods. Over the principal and interest period the limit will amortise same as the Originator's variable rate loan products.

Should the account balance run in credit, the LoC pays credit interest on balances from \$20,000 for the time the loan is in credit.

Annual package fees may be payable.

## 12. Mortgage Loan Statistics

The statistics set out in this Section 12 are in relation to the pool of Mortgage Loans to be specified in the Receivables Transfer Directions and Sale Notice and selected on the Cut-Off Date from the Pool set out in this Section 12 of the Information Memorandum. The statistics were prepared based on data as at the close of business on the Cut-Off Date.

In respect of the below tables which show a total of 2,622 individual Mortgage Loans, certain Mortgage Loans have been aggregated and displayed as a single consolidated Mortgage Loan where the relevant Debtor has more than one Mortgage Loan in the pool that is secured by the same Related Securities.

In respect of all tables below, all amounts are listed in A\$. In respect of the Summary Table below, investment loans are calculated on a consolidated basis and refer to those loans where the debtor does not reside in the security property. It is noted that for investment loans and the Geographic Distribution table provided below, where a Mortgage Loan is secured by more than one Security Mortgage, only details in respect of the primary Security Mortgage are displayed.

**Table 1: Summary of Characteristics of Pool**

Description	Total
Total pool size:	989,491,143
Average loan Size:	573,286
Maximum loan size:	1,783,084
Total property value:	1,750,499,286
Average property value:	917,452
Maximum current LVR:	91.00%
Average current LVR:	61.24%
Weighted average current LVR:	63.39%
Total number of loans (unconsolidated):	2,622
Total number of loans (consolidating split loans):	1,726
Number of properties:	1,908
Average term to maturity (months):	316.31
Maximum remaining term to maturity (months):	350.24
Weighted average seasoning (months):	29.70
Weighted average term to maturity (months):	324.88
% of pool with loans > \$500,000:	71.13%
% Fixed Rate Loans (Value):	0.00%
% Interest Only loans (Value):	14.49%
Weighted Average Coupon:	6.34%
Investment Loans:	34.17%

**Table 2: Outstanding Balance LVR Distribution**

Current LVR	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
> 0% and ≤ 25%	117	28,280,499	6.78%	2.86%
> 25% and ≤ 30%	44	18,206,572	2.55%	1.84%
> 30% and ≤ 35%	35	18,509,993	2.03%	1.87%
> 35% and ≤ 40%	63	35,413,306	3.65%	3.58%
> 40% and ≤ 45%	66	40,988,963	3.82%	4.14%
> 45% and ≤ 50%	60	34,657,158	3.48%	3.50%
> 50% and ≤ 55%	133	76,002,554	7.71%	7.68%
> 55% and ≤ 60%	158	97,868,966	9.15%	9.89%
> 60% and ≤ 65%	136	90,549,814	7.88%	9.15%
> 65% and ≤ 70%	166	113,119,474	9.62%	11.43%
> 70% and ≤ 75%	292	182,060,183	16.92%	18.40%
> 75% and ≤ 80%	319	183,876,431	18.48%	18.58%
> 80% and ≤ 85%	79	41,432,269	4.58%	4.19%
> 85% and ≤ 90%	57	27,337,473	3.30%	2.76%
> 90% and ≤ 95%	1	1,187,487	0.06%	0.12%
<b>Total</b>	<b>1,726</b>	<b>989,491,143</b>	<b>100.00%</b>	<b>100.00%</b>



**Table 3: Outstanding Balance Distribution**

<b>Outstanding Balance</b>	<b>No. Of Loans</b>	<b>Balance Outstanding (\$)</b>	<b>Percentage by Number</b>	<b>Percentage By Balance</b>	<b>Weighted LVR</b>
> \$0 and ≤ \$100,000	37	2,392,709	2.14%	0.24%	18.08%
> \$100,000 and ≤ \$150,000	31	4,015,085	1.80%	0.41%	37.83%
> \$150,000 and ≤ \$200,000	50	8,879,912	2.90%	0.90%	43.88%
> \$200,000 and ≤ \$250,000	85	19,283,597	4.92%	1.95%	49.97%
> \$250,000 and ≤ \$300,000	112	30,842,148	6.49%	3.12%	57.94%
> \$300,000 and ≤ \$350,000	144	46,815,733	8.34%	4.73%	62.05%
> \$350,000 and ≤ \$400,000	141	52,864,726	8.17%	5.34%	63.31%
> \$400,000 and ≤ \$450,000	144	61,209,031	8.34%	6.19%	64.50%
> \$450,000 and ≤ \$500,000	125	59,333,200	7.24%	6.00%	66.01%
> \$500,000 and ≤ \$550,000	118	62,135,603	6.84%	6.28%	66.11%
> \$550,000 and ≤ \$600,000	115	66,191,517	6.66%	6.69%	68.58%
> \$600,000 and ≤ \$650,000	90	56,231,771	5.21%	5.68%	68.02%
> \$650,000 and ≤ \$700,000	84	56,827,023	4.87%	5.74%	68.14%
> \$700,000 and ≤ \$750,000	52	37,651,395	3.01%	3.81%	63.20%
> \$750,000 and ≤ \$800,000	49	37,841,390	2.84%	3.82%	60.98%
> \$800,000 and ≤ \$850,000	41	33,986,138	2.38%	3.43%	63.43%
> \$850,000 and ≤ \$900,000	32	28,044,444	1.85%	2.83%	60.73%
> \$900,000 and ≤ \$950,000	35	32,412,933	2.03%	3.28%	61.01%
> \$950,000 and ≤ \$1,000,000	39	38,088,304	2.26%	3.85%	62.19%
> \$1,000,000 and ≤ \$1,050,000	31	31,837,915	1.80%	3.22%	65.87%
> \$1,050,000 and ≤ \$1,100,000	30	32,201,447	1.74%	3.25%	63.33%
> \$1,100,000 and ≤ \$1,150,000	21	23,639,459	1.22%	2.39%	61.85%
> \$1,150,000 and ≤ \$1,200,000	16	18,785,640	0.93%	1.90%	62.44%
> \$1,200,000 and ≤ \$1,250,000	12	14,674,921	0.70%	1.48%	59.35%
> \$1,250,000 and ≤ \$1,300,000	17	21,650,775	0.98%	2.19%	61.87%
> \$1,300,000 and ≤ \$1,400,000	21	28,327,573	1.22%	2.86%	64.71%
> \$1,400,000 and ≤ \$1,500,000	26	38,041,465	1.51%	3.84%	65.45%
> \$1,500,000 and ≤ \$1,750,000	27	43,502,204	1.56%	4.40%	59.86%
> \$1,750,000 and ≤ \$2,000,000	1	1,783,084	0.06%	0.18%	71.32%
<b>Total</b>	<b>1,726</b>	<b>989,491,143</b>	<b>100.0%</b>	<b>100.0%</b>	<b>63.39%</b>

**Table 4: Mortgage Insurance**

Mortgage Insurer	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
Helia	260	114,868,075	15.06%	11.61%
QBE	-	-	0.00%	0.00%
Not Insured	1,466	874,623,068	84.94%	88.39%
<b>Grand Total</b>	<b>1,726</b>	<b>989,491,143</b>	<b>100.0%</b>	<b>100.0%</b>

**Table 5: Geographic Distribution**

Geographical Area	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
NSW - Inner city	2	689,832	0.12%	0.07%
NSW - Metro	525	383,219,497	30.42%	38.73%
NSW - Non metro	81	33,029,758	4.69%	3.34%
	<b>608</b>	<b>416,939,087</b>	<b>35.23%</b>	<b>42.14%</b>
ACT - Inner city	-	-	0.00%	0.00%
ACT - Metro	33	19,308,865	1.91%	1.95%
ACT - Non metro	-	-	0.00%	0.00%
	<b>33</b>	<b>19,308,865</b>	<b>1.91%</b>	<b>1.95%</b>
NT - Inner city	-	-	0.00%	0.00%
NT - Metro	3	1,118,303	0.17%	0.11%
NT - Non metro	1	378,569	0.06%	0.04%
	<b>4</b>	<b>1,496,872</b>	<b>0.23%</b>	<b>0.15%</b>
SA - Inner city	2	1,252,309	0.12%	0.13%
SA - Metro	76	34,030,372	4.40%	3.44%
SA - Non metro	16	5,285,693	0.93%	0.53%
	<b>94</b>	<b>40,568,375</b>	<b>5.45%</b>	<b>4.10%</b>
QLD - Inner city	-	-	0.00%	0.00%
QLD - Metro	278	143,482,008	16.11%	14.50%
QLD - Non metro	47	15,242,878	2.72%	1.54%
	<b>325</b>	<b>158,724,886</b>	<b>18.83%</b>	<b>16.04%</b>
TAS - Inner city	-	-	0.00%	0.00%
TAS - Metro	7	4,011,689	0.41%	0.41%
TAS - Non metro	5	1,009,408	0.29%	0.10%
	<b>12</b>	<b>5,021,097</b>	<b>0.70%</b>	<b>0.51%</b>
VIC - Inner city	4	1,197,526	0.23%	0.12%
VIC - Metro	385	232,897,680	22.31%	23.54%
VIC - Non metro	58	23,628,341	3.36%	2.39%
	<b>447</b>	<b>257,723,547</b>	<b>25.90%</b>	<b>26.05%</b>
WA - Inner city	3	1,084,165	0.17%	0.11%
WA - Metro	192	85,430,956	11.12%	8.63%
WA - Non metro	8	3,193,292	0.46%	0.32%
	<b>203</b>	<b>89,708,413</b>	<b>11.76%</b>	<b>9.07%</b>
Secured by Term Deposit	-	0	0.00%	0.00%
<b>Total Inner city</b>	<b>11</b>	<b>4,223,832</b>	<b>0.64%</b>	<b>0.43%</b>
<b>Total Metro</b>	<b>1,499</b>	<b>903,499,371</b>	<b>86.85%</b>	<b>91.31%</b>
<b>Total Non metro</b>	<b>216</b>	<b>81,767,939</b>	<b>12.51%</b>	<b>8.26%</b>
<b>GRAND TOTAL</b>	<b>1,726</b>	<b>989,491,143</b>	<b>100.00%</b>	<b>100.00%</b>

**Table 6: Seasoning Analysis**

Seasoning	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
> 6 mths and ≤ 9 mths	-	-	0.00%	0.00%
> 9 mths and ≤ 12 mths	94	42,268,254	3.59%	4.27%
> 12 mths and ≤ 15 mths	317	136,282,169	12.09%	13.77%
> 15 mths and ≤ 18 mths	271	118,654,454	10.34%	11.99%
> 18 mths and ≤ 21 mths	182	76,127,444	6.94%	7.69%
> 21 mths and ≤ 24 mths	188	85,771,322	7.17%	8.67%
> 24 mths and ≤ 36 mths	842	310,641,230	32.11%	31.39%
> 36 mths and ≤ 48 mths	325	115,005,915	12.40%	11.62%
> 48 mths and ≤ 60 mths	127	45,234,160	4.84%	4.57%
> 60 mths and ≤ 72 mths	56	18,135,128	2.14%	1.83%
> 72 mths and ≤ 84 mths	24	7,155,876	0.92%	0.72%
> 84 mths and ≤ 96 mths	22	6,945,414	0.84%	0.70%
> 96 mths and ≤ 108 mths	36	7,248,352	1.37%	0.73%
> 108 mths and ≤ 120 mths	23	3,195,413	0.88%	0.32%
> 120 mths	115	16,826,011	4.39%	1.70%
<b>Total</b>	<b>2,622</b>	<b>989,491,143</b>	<b>100.00%</b>	<b>100.00%</b>

**Table 7: Profile by Amortisation**

Interest Only Period Remaining	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
≤ 1 yr	53	21,572,733	2.02%	2.18%
> 1 yrs and ≤ 2 yrs	51	16,740,809	1.95%	1.69%
> 2 yrs and ≤ 3 yrs	136	45,462,584	5.19%	4.59%
> 3 yrs and ≤ 4 yrs	130	49,468,202	4.96%	5.00%
> 4 yrs and ≤ 5 yrs	15	6,342,083	0.57%	0.64%
> 5 yrs and ≤ 6 yrs	3	199,710	0.11%	0.02%
> 6 yrs and ≤ 7 yrs	3	929,577	0.11%	0.09%
> 7 yrs and ≤ 8 yrs	16	1,368,389	0.61%	0.14%
> 8 yrs and ≤ 9 yrs	12	1,302,909	0.46%	0.13%
> 9 yrs and ≤ 10 yrs	-	-	0.00%	0.00%
<b>SUBTOTAL INTEREST ONLY LOANS</b>	<b>419</b>	<b>143,386,997</b>	<b>15.98%</b>	<b>14.49%</b>
<b>PRINCIPAL AND INTEREST LOANS</b>	<b>2,203</b>	<b>846,104,146</b>	<b>84.02%</b>	<b>85.51%</b>
<b>Total</b>	<b>2,622</b>	<b>989,491,143</b>	<b>100.00%</b>	<b>100.00%</b>

**Table 8: Profile by Interest Rate Type**

Fixed Interest Period Remaining	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
≤ 1 yr	-	-	0.00%	0.00%
> 1 yrs and ≤ 2 yrs	-	-	0.00%	0.00%
> 2 yrs and ≤ 3 yrs	-	-	0.00%	0.00%
> 3 yrs and ≤ 4 yrs	-	-	0.00%	0.00%
> 4 yrs and ≤ 5 yrs	-	-	0.00%	0.00%
> 5 yrs	-	-	0.00%	0.00%
<b>SUBTOTAL FIXED RATE LOANS</b>	-	-	<b>0.00%</b>	<b>0.00%</b>
<b>VARIABLE INTEREST RATE LOANS</b>	2,622	989,491,143	100.00%	100.00%
<b>Total</b>	<b>2,622</b>	<b>989,491,143</b>	<b>100.00%</b>	<b>100.00%</b>

**Table 9: Loan Term Remaining**

Loans Term Remaining	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
≥ 0 yrs and ≤ 5 yrs	6	92,288	0.23%	0.01%
> 5 yrs and ≤ 10 yrs	5	703,629	0.19%	0.07%
> 10 yrs and ≤ 15 yrs	54	5,799,801	2.06%	0.59%
> 15 yrs and ≤ 20 yrs	116	23,766,597	4.42%	2.40%
> 20 yrs and ≤ 25 yrs	282	82,643,947	10.76%	8.35%
> 25 yrs and ≤ 30 yrs	2,159	876,484,880	82.34%	88.58%
> 30 yrs	-	-	0.00%	0.00%
<b>Total</b>	<b>2,622</b>	<b>989,491,143</b>	<b>100.00%</b>	<b>100.00%</b>

**Table 10: Mortgage Interest Rate Distribution**

Mortgage Interest Rate	No. Of Loans	Balance Outstanding (\$)	Percentage by Number	Percentage By Balance
≤ 0.00%	67	98,309	2.56%	-0.01%
> 0.00% and ≤ 5.00%	1	59,835	0.04%	-0.01%
> 5.00% and ≤ 6.00%	266	124,624,786	10.14%	12.59%
> 6.00% and ≤ 6.25%	730	327,743,971	27.84%	33.12%
> 6.25% and ≤ 6.50%	861	329,667,696	32.84%	33.32%
> 6.50% and ≤ 6.75%	397	134,893,951	15.14%	13.63%
> 6.75% and ≤ 7.00%	146	41,426,820	5.57%	4.19%
> 7.00% and ≤ 7.25%	74	14,496,813	2.82%	1.47%
> 7.25% and ≤ 7.50%	26	5,804,814	0.99%	0.59%
> 7.50% and ≤ 7.75%	21	7,165,479	0.80%	0.72%
> 7.75% and ≤ 8.00%	12	2,108,654	0.46%	0.21%
> 8.00% and ≤ 8.25%	6	626,853	0.23%	0.06%
> 8.25% and ≤ 8.50%	5	505,902	0.19%	0.05%
> 8.50% and ≤ 9.00%	6	161,279	0.23%	0.02%
> 9.00%	4	422,271	0.15%	0.04%
<b>Total</b>	<b>2,622</b>	<b>989,491,143</b>	<b>100.00%</b>	<b>100.00%</b>

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## **13. Mortgage Insurance Policies and Mortgage Insurer**

### **13.1 Overview**

Each Mortgage Loan with an LVR at origination of greater than 80% is insured under a General Mortgage Insurance Policy provided by Helia Insurance. Each Mortgage Loan with a current LVR of less than or equal to 80% may or may not be insured under Pool Insurance Policy or a General Mortgage Insurance Policy provided by Helia Insurance.

Certain corporate details in relation to Helia Insurance are set out in Sections 13.5 (“*Helia Insurance Pty Limited*”).

### **13.2 Summary of Mortgage Insurance Policies**

A summary of the Mortgage Insurance Policies is set out below. More specific details in relation to the Mortgage Insurance Policies are set out in Sections 13.3 (“*Pool Insurance Policy – Helia Insurance*”) and 13.4 (“*General Mortgage Insurance Policy – Helia Insurance*”).

#### ***Primary Cover***

Subject to the exclusions mentioned below, and in compliance with the conditions of the relevant Mortgage Insurance Policy, primary cover insurance covers:

- (a) any principal loss;
- (b) any amount of interest loss at the lowest rate payable under the Mortgage Loan; and
- (c) costs relating to the maintenance and sale of the Property, and the enforcement of the mortgagee’s rights, reasonably and necessarily incurred which are not recovered from enforcement,

after all securities under a defaulting Mortgage Loan are enforced.

#### ***Exclusions***

A Mortgage Insurance Policy may not cover (among other things) losses arising from a Mortgage Loan relating to:

- (a) the liability of the Trustee under any environmental legislation;
- (b) the payment of any further penalty or liability to pay damages;
- (c) refusal to comply with reasonable directions of the Mortgage Insurer;
- (d) the Mortgage Loan and Related Securities becoming invalid, unenforceable or losing priority; or
- (e) material or physical damage to a Property. In this regard, the Trustee relies on general insurance policies.

Further, the Mortgage Insurer may reduce claims based on the extent to which the rights of the Trustee to the Mortgage Loan or Related Securities has been reduced as a result of negligence on the part of the Trustee, the Servicer or the Trust Manager.

### *Duty of Disclosure*

There is a duty to disclose to the Mortgage Insurer all matters relevant to the Mortgage Insurer's decision whether to accept the risk of the insurance. If this duty is breached, the Mortgage Insurer may be entitled to reduce its liability under a policy in respect of a claim or may cancel the policy. If non-disclosure is fraudulent, the Mortgage Insurer may also have the option of voiding the policy from its inception.

The specific items covered by each Mortgage Insurance Policy are detailed below.

### *Responsibilities*

The obligations of the Trustee in respect of a Mortgage Insurance Policy may be performed by parties delegated to perform those obligations under the Transaction Documents.

## **13.3 Pool Insurance Policy – Helia Insurance**

Pool Insurance Policy is provided by Helia Insurance.

### *Securing and protecting the Mortgage Loan*

The Mortgage Loan must be secured by an enforceable mortgage over real estate property in Australia. The insured is not insured if the mortgage is not enforceable.

The insured must follow the procedures of a prudent lender in preparing, administering and managing the insured mortgage loan in accordance with generally accepted industry standards.

### *Variations*

The insured may make variations to the insured mortgage loan only with Helia Insurance's prior written consent.

### *Submission of a claim*

The insured is permitted to submit a claim for loss:

- (a) on completion of the sale of the property (where the property is sold);
- (b) on completion of a foreclosure of the property (where there is a foreclosure on the property);
- (c) on the later of completion of the acquisition or sale or 28 days after default (where the property has been compulsorily acquired and there is a default); or
- (d) where Helia Insurance purchases the mortgage, on the date on which the purchase takes place,

each a "**Loss Date**".

The claim should be lodged within 30 days of:

- (a) the Loss Date; or
- (b) a request from Helia Insurance.

If a claim is lodged after the 30 days, Helia Insurance's liability in respect of the claim will be reduced by the amount of any prejudice suffered by Helia Insurance by reason of the delay.

In support of the claim, the insured must provide to Helia Insurance all documents and information Helia Insurance reasonably requires.

Any payment of a claim Helia Insurance makes is a full and final discharge of Helia's liability under the mortgage pool insurance policy, in respect of the mortgage loans related to the claim.

At Helia Insurance's discretion, Helia Insurance may pay a claim before the mortgaged property has been sold.

Within twenty business days of receipt by Helia Insurance of the complete claim documentation, including all documentation and information reasonably required by Helia Insurance, Helia Insurance will assess the claim and pay to the insured the amount to which the insured is entitled.

### ***Calculation of loss***

The insured's loss is the "amount outstanding" to the insured less "deductions" and "reductions" by the insured as described below.

The "amount outstanding" to the insured is the total of the loan account balance at the Loss Date and any of the following amounts which the insured is entitled to recover under the loan contract but have not included in the loan account balance:

- (a) reasonable premiums for insurance over the property paid by the insured;
- (b) rates, taxes and other statutory charges (calculated on a single holding basis) in relation to the property paid by the insured (excluding liabilities incurred before the commencement of the pool policy);
- (c) levies and other charges payable to a body corporate under a strata title system in relation to the property paid by the insured (excluding liabilities incurred before the commencement of the pool policy);
- (d) reasonable legal costs, mercantile agent's fees and other collection costs paid by the insured necessarily incurred in enforcing or protecting the rights of the insured up to a maximum amount as at the Loss Date (excluding legal costs and charges incurred in relation to establishment of the mortgage);
- (e) costs of maintenance and protection of the property including costs for locksmiths, repairs, cleaning, maintenance and storage in relation to the property paid by the insured up to a maximum amount as at the Loss Date;
- (f) sale costs in relation to the property including real estate agent fees and advertising costs paid by the insured up to a maximum amount as at the Loss Date;
- (g) interest on the balance of the mortgage loan account from the Loss Date to the earlier of the date of payment of the claim by Helia Insurance and 30 days after the Loss Date;
- (h) reasonable valuer's fees paid by the insured for the valuation of the property for the purpose of enforcement of the mortgage up to a maximum amount as at the Loss Date;
- (i) reasonable property presenter's fees paid by the insured for the presentation of the property for sale up to a maximum amount as at the Loss Date;
- (j) reasonable display furniture fees as agreed between the insured and Helia Insurance in writing and paid for by the insured;

- (k) payment dishonour fees in respect of payments under the loan contract paid by the insured to third parties up to a maximum amount;
- (l) any amount paid by the insured to discharge a prior approved mortgage; and
- (m) other amounts paid by the insured in relation to the property which are identifiable as agreed claimable amounts as at the Loss Date up to a maximum amount.

The “deductions” are the sum of the following amounts not applied in reduction of the loan account balance as at the Loss Date:

- (a) the proceeds of sale of the mortgaged property;
- (b) compensation received for any part of the property that has been compulsorily acquired;
- (c) where foreclosure occurs in respect of the property, the value of the insured’s interest in the property, treating the insured’s interest as including the interest under any mortgage with priority over the mortgage other than a prior approved mortgage;
- (d) any amount received in respect of any collateral security;
- (e) any rents, profits or proceeds received relating to the property or any collateral security;
- (f) any amounts received under any insurance policy relating to the property not applied to restoration of the property;
- (g) any other amount received relating to the loan contract or any collateral security including any amount received from the debtor;
- (h) the reduction in the value of the property due to physical damage (other than fair wear and tear) to, or contamination of, the property as determined by a valuer nominated by Helia Insurance; and
- (i) any amount of input tax credit the insured is entitled to claim in respect of GST incurred in relation to any expenditure on any component of the amount outstanding; plus

the sum of the following amounts included in the loan account balance:

- (j) interest charged in advance
- (k) interest charged in excess of the standard interest rate;
- (l) rates, taxes and other statutory charges incurred before the loan account was insured by Helia Insurance;
- (m) levies and other charges payable to a body corporate under a strata title scheme incurred before the loan account was insured by Helia Insurance
- (n) fees or penalties including early repayment fees, funding break fees and deferred establishment fees charged by the insured except for loan establishment fees and monthly account keeping fees and payment dishonour fees paid by the insured to a third party in respect of payments under the loan contract;
- (o) costs of repair of physical damage to the property other than fair wear and tear;



- (p) costs of removal of any contaminant from the property and the cost of clean up and restoration in respect of any contamination of the property;
- (q) where the insured loan is a construction loan, amounts paid in addition to the loan amount to complete any construction, alteration or renovation on the property; and
- (r) any amount exceeding the maximum amount claimable under paragraphs (e), (f), (h), (i), (k) and (m) of the calculation of the “amount outstanding”.

The “reductions” are the aggregate of the following:

- (a) the amounts that represent the extent to which the insured has been prejudiced as a result of:
  - (i) misrepresentation or breach of the duty of disclosure;
  - (ii) breach of any term of the pool policy;
  - (iii) a loan being reopened under section 70 of the UCCC or being varied under section 72 of the UCCC or being varied, other than with Helia Insurance’s approval; or
  - (iv) the debtor having a defence, a right of set-off or a counter claim in any proceedings taken by or on behalf of the insured;
- (b) where a collateral security in relation to the loan is unenforceable, the amount which could have been recovered from that collateral security if it was enforceable; and
- (c) where a valuer upon whose valuation the insured relied in respect of the loan was, in respect of or in connection with that valuation, negligent or in breach of a duty:
  - (i) if at the time the valuation was provided the valuer was not an approved valuer, the amount of the loss which resulted from the negligence or breach of duty of the valuer. This provision shall not apply to a valuation provided prior to the commencement of the pool policy; and
  - (ii) if at the time the valuation was provided the valuer was an approved valuer, where the valuer’s liability is reduced on account of negligence on the part of the insured, the amount of the reduction of the valuer’s liability on account of negligence on the part of the insured.

#### **13.4 General Mortgage Insurance Policy – Helia Insurance**

The General Mortgage Insurance Policy provides both primary and pool mortgage insurance coverage. Details of the General Mortgage Insurance Policy are as follows.

(a) **Loss Covered**

Losses covered include:

- (i) Outstanding Balance together with any interest, fees or charges (whether capitalised or not);
- (ii) general insurance policy premiums, rates, taxes, levies and other statutory charges incurred by the Trustee;

- (iii) fees or charges incurred by the Trustee in respect of repair, maintenance and protection of the Property (limited to A\$1,000 without the Mortgage Insurer's approval);
- (iv) reasonable costs incurred by the Trustee in relation to the sale of the Property (limited to A\$1,000 plus selling agent's commission unless otherwise agreed); and
- (v) reasonable and necessary legal and other costs paid or incurred by the Trustee in enforcing or protecting the its rights under the Loan Agreement (limited to A\$2,000 unless otherwise agreed),

which the Trustee is entitled to recover under the relevant Loan Agreement or Related Security.

(b) **Reduction of Claims**

A claim may be reduced by (in aggregate):

- (i) amounts received under any Related Securities;
- (ii) the sale price or, if compulsorily acquired, compensation less any amounts needed to discharge prior mortgages if the Property is sold;
- (iii) if foreclosure occurs, the value of the Trustee's interest in the Property;
- (iv) moneys received from rent, profits or proceeds in relation to the Property or under any policy of insurance relating to the Property unless applied in restoration or repair; and
- (v) losses from physical damage to the Property, excluding losses from fair wear and tear and losses previously recovered and applied in restoration or repair of the Property or in reducing the Outstanding Balance.

(c) **General Conditions**

General conditions under the General Mortgage Insurance Policy include:

- (i) the Property must be insured against damage or destruction;
- (ii) the Trustee must not materially alter the terms of the Mortgage Loan;
- (iii) the Trustee must not enter into possession of the Property, take foreclosure action, appoint any receiver or manager or sell the Property without prior notice to the Mortgage Insurer;
- (iv) the Trustee must not commence any legal proceedings in relation to the Mortgage Loan without prior notice to the Mortgage Insurer; and
- (v) the Mortgage Loans must be properly managed by an approved mortgage manager.

(d) **Debtor default reporting**

A default by a Debtor must be reported in writing within 14 days of the end of the relevant month where the amount due by a Debtor is equal to or in excess of 3 (equivalent) monthly instalments.

The Trustee must advise the Mortgage Insurer within 14 days of the commencement of proceedings for the bankruptcy or winding up of a Debtor or guarantor or the occurrence of any default event other than those relating to payment of amounts due under the Mortgage Loan.

(e) **Consumer Credit Code**

Under the General Mortgage Insurance Policy, if the Consumer Credit Code applies to the Mortgage Loan, the Trustee must advise the Mortgage Insurer within 14 days where:

- (i) there is an application to materially vary the terms of the Mortgage Loan or postpone any enforcement proceedings;
- (ii) there is an application made to a court, or a court issues an order in respect of the Mortgage Loan; or
- (iii) the Trustee becomes aware or should be aware, of an act or omission in respect of the Mortgage Loan that may constitute a contravention of the Consumer Credit Code.

If any application is made to a court under the Consumer Credit Code in respect of the Mortgage Loan after a default or any application has been made prior to a default that has not been finally disposed of prior to that default then no claim shall be payable until the application has been finally disposed of.

If the Consumer Credit Code applies to the Mortgage Loan then the maximum loss in respect of an instalment shall be the amount of the instalment calculated in accordance with the provisions of the Consumer Credit Code as if that instalment was paid on the due date.

(f) **Time for claims**

Claims may be made upon:

- (i) sale or foreclosure of the Property;
- (ii) consensual sale by the mortgagor;
- (iii) compulsory acquisition or sale by governmental order; or
- (iv) a prior mortgagee having foreclosed or sold the Property,

and shall be lodged with the Mortgage Insurer within 28 days. If a claim is not lodged within 28 days the claim may be reduced for any loss suffered by the Mortgage Insurer as a result of that delay. As far as practicable claims will be settled within 28 days of the insurer's receipt of the completed claim and supporting documents.

(g) **Cancellation of insurance**

The Mortgage Insurer may, if it is so entitled, cancel the insurance by notice to the Trustee.

## 13.5 Helia Insurance Pty Limited

Helia Insurance Pty Limited ACN 106 974 305 (“**Helia Insurance**”) is a proprietary company registered in Victoria and limited by shares. Helia Insurance's principal activity is the

provision of lenders mortgage insurance which it, and predecessor businesses, have provided in Australia since 1965.

Helia Insurance's ultimate 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 Insurance is Level 26, 101 Miller Street, North Sydney, New South Wales, 2060, Australia.

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## 14. Taxation Considerations

*The following is a summary of the material Australian tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, “**Australian Tax Act**”) of the purchase, ownership and disposition of the Notes by Note Holders who purchase securities on original issuance at the stated offering price and hold the Notes as capital assets.*

*This summary is general in nature and represents the basis of Australian law as in effect on the date of this Information Memorandum, which is subject to change, possibly with retroactive effect and should be treated with appropriate caution.*

*The following summary is not, and is not intended to be, exhaustive and does not deal with the position of all classes of Note Holders (including dealers in securities, custodians or other third parties who hold Notes on behalf of any Note Holders and holders of Redraw Notes).*

*None of the Parties accepts any responsibility or makes any representation as to the tax consequences of investing in the Notes and Note Holders should obtain their own tax advice.*

*In particular, an Australian resident in receipt of interest through a permanent establishment outside Australia or a non-Australian resident (other than a non-Australian resident in receipt of interest through a permanent establishment in Australia) who holds Notes may be subject to restrictions on transfer of Notes and other constraints, risk or liabilities.*

*Such persons into whose possession this Information Memorandum comes are required to inform themselves about, and observe, all such restrictions.*

### 14.1 The Progress 2024-2 Trust

The Trustee is entitled under current tax laws to deduct, against the Trust’s income, all expenses incurred by it in deriving that income (including interest paid or accrued on account of the Notes). It is anticipated that there should not be any income of the Trust as at the end of each of the Trust’s tax years in respect of which the Trustee could be personally liable for income tax (but rather the taxable income of the Trust is intended to be allocated to, and taxed in the hands of, AMP Bank Limited, as the Residual Income Unitholder of the Trust.)

### 14.2 Interest Withholding Tax

An exemption from Australian interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act is available in respect of the 128F Notes issued by the Trustee under section 128F of the Australian 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 in their capacity as trustee) and is either a resident of Australia or a non-resident carrying on business at or through a permanent establishment in Australia when it issues those 128F Notes and when interest (as defined in section 128A(1AB) of the Australian 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 128F Notes are issued in a manner which satisfies the public offer test. 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 128F Notes are offered for issue. In summary, the five methods are:
  - (i) offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;

- (ii) offers to 100 or more investors of a certain type;
  - (iii) offers of listed 128F Notes;
  - (iv) offers via publicly available financial information sources; and
  - (v) offers to a dealer, manager or underwriter who offers to sell those 128F 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 128F Notes or interests in the 128F Notes were being, or would later be, acquired, directly or indirectly by an Offshore Associate of the Trustee, other than in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant 128F Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme (refer to section 128F(5) of the Australian 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 Offshore Associate of the Trustee, other than an Offshore Associate who receives the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (refer to section 128F(6) of the Australian Tax Act).

#### *Offshore Associates*

Where, as in this case, the Trustee is a trustee of a trust, the entities that are associates of the Trustee for the purposes of section 128F of the Australian Tax Act include:

- any entity that benefits, or is capable of benefiting, under the trust (“**Beneficiary**”), either directly or through any interposed entities; and
- any entity that is an associate of a Beneficiary. An associate of a Beneficiary for these purposes includes an entity which controls or is controlled by the Beneficiary and any trusts under which those entities benefit.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (c) and (d) above), an “Offshore Associate” means an “associate” of the Trustee (as defined in section 128F(9) of the Australian Tax Act and as summarised above), where the “associate” is either:

- (a) a non-resident of Australia that does not acquire the 128F Notes or an interest in 128F Notes in carrying on a business at or through a permanent establishment of the associate in Australia; or
- (b) a resident of Australia that acquires 128F Notes or an interest in 128F Notes in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country.

#### *Compliance with section 128F of the Australian Tax Act*

It is intended that the 128F Notes will be issued in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

#### *Note Holders in Specified Countries*

The Australian Government has signed a number of new or amended double tax conventions (“**Revised Treaties**”) with certain countries including the United States of America, the

United Kingdom, Norway, Finland, the Republic of France, Japan, the Republic of South Africa, New Zealand, Chile, Israel, Switzerland, Germany and Iceland (“**Specified Countries**”). The Revised Treaties may apply to interest derived by a resident of a Specified Country in relation to a Note.

The Revised Treaties with the United States of America, the United Kingdom, Norway, Finland, the Republic of France, Japan, the Republic of South Africa, New Zealand, Switzerland, Germany and Iceland effectively prevent withholding tax applying to interest derived by:

- (a) the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and
- (b) certain unrelated banks, and financial institutions which substantially derive their profits by carrying on a business of raising and providing finance, which are resident in the Specified Country,

by reducing the interest withholding tax rate to zero.

Under the Revised Treaties with Chile and Israel, interest withholding tax applying to interest derived by certain unrelated banks and financial institutions which substantially derive their profits by carrying on a business of raising and providing finance, is reduced to the rate of 5%.

Under the Revised Treaties, back-to-back loans and economically equivalent arrangements will not obtain the benefit of the reduction in interest withholding tax and the anti-avoidance provisions in the Australian Tax Act can apply. Additionally, under the Revised Treaty for the United States, interest determined by reference to the profits of the Trustee or one of its associated enterprises will not obtain the benefit of reduction in interest withholding tax.

Further, under the Revised Treaty for Japan, interest derived by the Japan Bank for International Cooperation or the Nippon Export and Investment Insurance will have a nil rate of withholding tax.

#### *Payment of additional amounts*

Despite the fact that the 128F Notes are intended to be issued in a manner which will satisfy the requirements of section 128F of the Australian Tax Act, if the Trustee is at any time required to withhold taxes on payments of interest on any of the 128F Notes, the Trustee is not obliged to pay any additional amounts in respect of such withholding or deduction.

### **14.3 Goods and Services Tax**

Neither the issue nor receipt of the Notes will give rise to a liability for GST on the part of the Trust (which is treated as an entity for GST purposes) on the basis that the supply of Notes by the Trust will be either an input taxed financial supply or (in the case of an offshore non-resident subscriber) a GST-free supply.

Furthermore, neither the payment of principal or interest by the Trust, nor the redemption or disposal of the Notes, should give rise to any GST liability in Australia.

The supply of some services made to the Trust will be taxable supplies that will give rise to a liability for GST for the relevant service provider.

Where GST is payable by a supplier in relation to a supply made to the Trust:

- (a) in the ordinary course of business, the relevant supplier would either specifically charge the Trust an additional amount on account of GST or negotiate a GST-inclusive fee; and
- (b) where available, the Trust will claim a full input tax credit or a reduced input tax credit (generally equal to 75% of the GST payable by the supplier on the taxable supplies made to the Trust) from the Australian Taxation Office for its acquisition from the supplier. To the extent that an acquisition relates to GST-free supplies made by the Trust, full input tax credits will be available. However, to the extent that an acquisition by the Trust relates to input taxed financial supplies made by the Trust, the Trust will be restricted in its ability to claim input tax credits. However, a reduced input tax credit may be available if the acquisition falls within a category of “reduced credit acquisitions” prescribed in the A New Tax System (Goods and Services Tax) Regulations 2019.

To the extent that the Trust cannot claim a full input tax credit or reduced input tax credit, the expenses of the Trust will increase and the funds available for distribution by the Trust will be reduced. This may adversely affect Note Holders.

#### 14.4 Other Tax Matters

Under Australian laws as presently in effect:

- (a) *income tax - offshore Note Holders* - assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the 128F Notes, payment of principal and interest to a holder of those Notes, who is a non-resident of Australia and who, during the taxable year, does not hold the 128F Notes in the course of carrying on business at or through a permanent establishment in Australia, will not be subject to Australian income taxes; and
- (b) *gains on disposal of Notes - offshore Note Holders* - a holder of the Notes, who is a non-resident of Australia will not be subject to Australian income tax or capital gains tax on gains realised during that year on sale or redemption of the Notes, provided such gains do not have an Australian source and the gain is not derived in the course of carrying on a business at or through a “permanent establishment” in Australia. In certain cases, an offshore Note Holder may be able to claim a treaty exemption in relation to Australian sourced gains if there is a relevant double tax convention that applies to them. A gain arising on the sale of Notes by a non-Australian resident holder to another non-Australian resident where the 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
- (c) *income tax - Australian Note Holders* - Australian residents or non-Australian residents that hold the Notes through a permanent establishment in Australia (“**Australian Holders**”) will be assessable for Australian tax purposes on income either received or accrued due to them. Whether income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Note Holder. Special rules apply to the taxation of Australian residents that hold the Notes in the course of carrying on business through a permanent establishment outside Australia, which may vary depending on the country in which that permanent establishment is located; and
- (d) *gains on disposal of Notes - Australian Note Holders* - Australian Holders will be required to include any gain or loss on disposal of the Notes in their taxable income.



Special rules apply to the taxation of Australian residents who hold the Notes in the course of carrying on business at or through a permanent establishment outside Australia which may vary depending on the country in which that permanent establishment is located; and

- (e) *death duties* - no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death; and
- (f) *stamp duty and other taxes* - no ad valorem stamp duty or any issue, registration or similar taxes are payable in Australia on the issue or transfer of any Notes; and
- (g) *other taxes that may need to be withheld from payments in respect of Notes* - section 12-140 of the Taxation Administration Act 1953 of Australia (“**Taxation Administration Act**”) requires certain entities to withhold an amount of tax , currently at the rate of 47%, from the payment of interest on certain registered securities held by residents of Australia or non-residents of Australia who derive interest under the Notes in carrying on business through a permanent establishment in Australia, unless the relevant payee has quoted an Australian tax file number (“**TFN**”), (in certain circumstances) an Australian Business Number (“**ABN**”) or proof of some other exception (as appropriate). Non-residents of Australia will not be subject to withholding under section 12-140 if they are liable to Australian interest withholding tax, or would have been liable but for certain exemptions from Australian interest withholding tax (e.g. because the section 128F exemption has been satisfied). Payments to other classes of holders of Notes may be subject to a withholding where the holder of those Notes does not quote a TFN, ABN or provide proof of an appropriate exemption (as appropriate); and
- (h) *Supply withholding tax* - payments in respect of the Notes can be made free and clear of the “supply withholding tax” imposed under section 12-190 of the Taxation Administration Act; and
- (i) *debt/equity rules* - Division 974 of the Australian Tax Act contains tests for characterising debt (for all entities) and equity (for companies) for Australian tax purposes, including for the purposes of dividend withholding tax and interest withholding tax. As the Trust is not a company, the “equity test” could not apply to re-characterise the Notes as equity. As such, returns paid on the Notes should be “interest” for the purpose of section 128F of the Australian Tax Act. Accordingly, Division 974 will not affect the Australian tax treatment of holders of Notes.

## 14.5 Thin Capitalisation

The thin capitalisation rules (contained in Division 820 of the Australian Tax Act) deal with Australian resident groups and other Australian resident entities with overseas operations, where the relevant Australian resident entities are deemed to have excessive debt.

Under section 820-39 of the Australian Tax Act certain bona fide securitisation vehicles are exempt from the thin capitalisation rules. An entity will come within the exemption where the following conditions are met:

- (a) the entity is established for the purpose of managing some or all of the economic risk associated with assets, liabilities or investments (whether the entity assumes the risk from another entity or creates the risk itself);
- (b) at least 50% of the entity’s assets are funded by debt interests; and

- (c) the entity is an insolvency remote special purpose entity according to the criteria of an internationally recognised rating agency applicable to the entity's circumstances.

The Trust is expected to satisfy the above conditions. For completeness, on 27 March 2024 the Treasury Laws Amendment (Making Multinationals Pay Their Fair Share – Integrity and Transparency) Bill 2023 was passed by the Australian Parliament and received Royal Assent on 8 April 2024. These amendments to the thin capitalisation provisions apply to income years commencing on or after 1 July 2023 (other than in respect of the debt deduction creation rules in Subdivision 820-EAA of the Australian Tax Act, which apply for income years starting on or after 1 July 2024). Relevantly however, the exemption in section 820-39 of the Australian Tax Act for special purpose entities has been retained.

## **14.6 Tax Consolidation Rules**

The tax consolidation rules establish a system of tax consolidation of wholly owned groups of companies and trusts.

Under the tax consolidation rules, the Trust will not form part of a consolidatable group (and, as such, the consolidation rules will not adversely apply to it or the Trustee). The Trust will not constitute a head company for consolidation purposes (as the Trust is not a company). The Trust will not constitute an Australian subsidiary member, as no entity that is a head company or a member of an income tax consolidated group owns all the beneficial interests in the Trust.

## **14.7 Non-resident Withholding Tax**

The tax legislation contains certain obligations to withhold an amount in respect of certain payments and non-cash benefits that are made to foreign residents. These rules apply to “payments” as prescribed by regulations.

Regulations introduced to date (covering casino gaming junket arrangements, entertainment and sports activities and construction contracts) will not affect the Trust. This is consistent with the non-resident withholding provisions which provide that the regulations will not apply to interest and other payments which are already subject to the current withholding tax rules.

Furthermore, regulations may only be made where the Minister is satisfied that the payment could reasonably be related to assessable income of foreign residents.

Accordingly, the regulations should not apply to repayments of principal under the Notes as such amounts will generally not be reasonably related to assessable income of foreign residents.

## **14.8 Taxation of Financial Arrangements**

Division 230 of the Australian Tax Act sets out principles and rules for the tax timing and character treatment of gains and losses from “financial arrangements”, which are broadly defined to include arrangements under which a taxpayer has “cash settleable” legal or equitable rights or obligations to receive or provide a financial benefit of a monetary nature in the future.

Division 230 sets out six methods of recognising the quantum and timing of the income and expenses arising from a financial arrangement – accruals, realisation, fair value, foreign exchange retranslation, hedging financial arrangements and reliance on financial reports.

The accruals and realisation methods are the default methods of taxation under Division 230. Unless a taxpayer elects to apply the fair value, foreign exchange retranslation, hedging financial arrangements or reliance on financial reports methods, gains and losses arising from financial arrangements will be treated as assessable or deductible on an accruals basis or realisation basis.

Broadly, the accruals tax-timing method will apply where there is a sufficiently certain overall gain or loss or a sufficiently certain particular gain or loss in respect of a financial arrangement. If there is neither a sufficiently certain overall gain or loss nor a sufficiently certain particular gain or loss in respect of a financial transaction, it will be subject to the realisation tax-timing method.

Generally, the rules treat gains as assessable and losses you make in gaining or producing your assessable income as deductible.

The rules effectively remove the capital/revenue distinction for income and expenses from most financial arrangements by placing them on revenue account.

Division 230 applies to all financial arrangements that a taxpayer starts to have during income years commencing on or after 1 July 2010, unless specifically exempt under the Division, or where the taxpayer elects to apply Division 230 early to income years commencing on or after 1 July 2009. To date, various amendments have also been made and proposed to the provisions. Nevertheless, the Trustee will remain tax neutral in that the Trustee will not be liable for any Australian income tax on the income of the Trust.

## **14.9 Pillar Two Global Anti-Base Erosion rules**

On 21 March 2024, the Australian Treasury released exposure draft legislation to implement the OECD's Pillar Two Global Anti-Base Erosion rules ("**GloBE Rules**"). This included the release of primary and subordinate legislation, supported by the incorporation of evolving OECD guidance and commentary. On 4 July 2024, the primary legislation bills were introduced to the House of Representatives and were referred to the Senate Economics Legislation Committee, which delivered its report on 14 August 2024. Relevantly, Parliamentary amendments to the primary legislation bills were proposed on 22 August 2024, to specifically exclude "Securitisation Entities" from being jointly and severally liable to top-up tax amounts of other entities within the "Applicable MNE Group" and certain joint ventures.

As the primary legislation bills are yet to be enacted, and the subordinate legislation is still in exposure draft form, the application of the GLoBE Rules should be considered in further detail once these reforms have all been enacted into law.

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## **15. Foreign Exchange Controls**

### **15.1 Sanctions and Limitations**

In accordance with the *Autonomous Sanctions Regulations 2011* (Cth) (the “**Autonomous Sanctions Regulations**”) the Minister for Foreign Affairs must grant a permit authorising the making of certain supplies or the provision of certain services (including the provision of financial assistance or a financial service (as defined in the Autonomous Sanctions Regulations)) involving or connected with individuals, entities or governments listed for this purpose in the Autonomous Sanctions Regulations.

### **15.2 Australian Ministerial Approval**

Under Part 4 of the Australian Charter of the United Nations Act 1945 and related regulations the approval of the Australian Minister for Foreign Affairs, or the Minister's delegate, is required with respect to certain payments and actions in relation to an asset proscribed or listed under, or which is owned or controlled directly or indirectly by a person or entity proscribed or listed under those regulations or is an asset derived or generated from such assets. The Australian Department for Foreign Affairs and Trade maintains a consolidated list of all such proscribed and listed persons and entities, which is publicly available on its website. The identity of such proscribed persons or entities under those regulations may change in the future.

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## **16. Subscription and Sale**

### **16.1 Australia**

Each of the Joint Lead Managers will represent and agree that:

- (a) the Information Memorandum has not and no prospectus or other disclosure document in relation to the Notes has been lodged with or registered by ASIC;
- (b) it has not offered for subscription or purchase or issued invitations to subscribe for or buy nor has it sold the Notes, and will not offer for subscription or purchase or issue invitations to subscribe for or buy nor will it sell the Notes, and it has not distributed and will not distribute any draft, or definitive offering memorandum, advertisement or other offering material relating to the Notes in , to or from the Commonwealth of Australia, its territories or possessions, unless:
  - (i) the minimum aggregate consideration payable by each offeree is a minimum amount of A\$500,000 (calculated in accordance with section 708(9) of the Corporations Act and Regulation 7.1.18 of the Corporations Regulations 2001(Cth)) or the offer, invitation or issue is otherwise an offer, invitation or issue for which no disclosure is required pursuant to Part 6D.2 or Part 7.9 of the Corporations Act;
  - (ii) the offer or invitation is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act; and
  - (iii) the offer, invitation or distribution complies with all applicable laws, regulations and directives and does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

### **16.2 General**

Each of the Joint Lead Managers severally (and not jointly) represents, warrants and agrees that it has not and will not authorise any other person to, directly or indirectly, offer, sell, resell, reoffer or deliver Notes or distribute the Information Memorandum (in preliminary or final form) or any circular, advertisement or other offering material in relation to the Notes (or take any action, or omit to take any action, that could result in it directly or indirectly, offering, selling, reselling, reoffering, delivering or distributing as aforesaid) in or from any country or jurisdiction except under circumstances that will result in compliance by it with all applicable laws and regulations thereof, and all offers and sales of Notes by it will be made on the same terms in all cases at its own expense.

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## 17. Transaction Documents

From the date hereof and for so long as the Notes are outstanding, copies of the following documents will be available for inspection during usual business hours on any weekday (Saturdays, Sundays and public holidays in Sydney excepted) at the office of the Trust Manager and at such other office as may be reasonably requested by a Note Holder and agreed by the Trust Manager:

- (a) Master Trust Deed Pro Trusts dated 24 June 1997 between Perpetual Trustee Company Limited and the Trust Manager, as amended from time to time (“**Master Trust Deed**”);
- (b) Progress 2024-2 Trust Series Notice dated on or about the date of this Information Memorandum the Trustee, the Trust Manager, the Originator, the Custodian, the Servicer, the Disposing Trustee, the Seller and the Security Trustee (“**Series Notice**”);
- (c) Progress Trusts Master Security Trust Deed dated 1 October 1997 between Perpetual Trustee Company Limited, P.T. Limited and the Trust Manager, as amended from time to time (“**Master Security Trust Deed**”);
- (d) Progress 2024-2 Trust Redraw Facility Agreement dated on or about the date of this Information Memorandum between the Trustee, the Trust Manager and the Redraw Facility Provider (“**Redraw Facility Agreement**”);
- (e) Progress 2024-2 Trust Dealer Agreement dated on or about the date of this Information Memorandum between the Trustee, Trust Manager, the Originator and the Joint Lead Managers (“**Dealer Agreement**”);
- (f) Progress 2024-2 Trust General Security Deed dated on or about the date of this Information Memorandum between the Trustee, the Trust Manager and the Security Trustee (“**General Security Deed**”);
- (g) the ISDA Master Agreement and the Schedule forming part of it, dated on or about the date of this Information Memorandum between the Trustee, the Trust Manager and AMP Bank Limited and includes any confirmations in respect of it (“**Interest Rate Swap Agreement**”);
- (h) Pro Trusts Master Definition Schedule dated 24 June 1997 between the Trustee, the Trust Manager, P.T. Limited and the Originator, as amended from time to time (“**Definitions Schedule**”);
- (i) Notice of Creation of Trust dated 20 August 2024 and signed by the Trustee (“**Notice of Creation of Trust**”);
- (j) the monthly reports prepared by the Trust Manager in accordance with the Transaction Documents in relation to the Mortgage Loans; and
- (k) the most recent audited annual consolidated financial statements of the Originator.

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## 18. Glossary of Terms

**128F Notes** means the Class A Notes, the Class AB Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

**A\$, \$ and Australian dollars** means the lawful currency for the time being of Australia or any other currency specified in the Series Notice.

**Accrued Interest Adjustment** means, with respect to a Mortgage Loan, the amount of interest accrued and unpaid on that Mortgage Loan as at the close of business on the day immediately prior to the Closing Date in respect of the transfer of that Mortgage Loan.

**Acknowledgment** means an acknowledgment in respect of Notes issued under the Master Trust Deed and the Series Notice which must be in a form agreed between the Trust Manager and the Trustee.

**Adjustment Spread** means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

- (a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using industry-accepted practices, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or
- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent to be appropriate or, if the Calculation Agent is unable to determine the quantum of, or a formula or methodology for determining, such adjustment spread, then as determined by an alternative financial institution (appointed by the Trust Manager in its sole discretion) acting in good faith and in a commercially reasonable manner.

**Adjustment Spread Fixing Date** means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate.

**Administrator** means:

- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);
- (b) in respect of AONIA, the Reserve Bank of Australia; and
- (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

or in each case, any successor administrator or, as applicable, any successor administrator or provider.

**Administrator Recommended Rate** means the rate formally recommended for use as the replacement for the BBSW Rate by the Administrator of the BBSW Rate.

**Adverse Rating Effect** means an effect which either causes or contributes to a downgrading of the rating given to any Notes by either of the Designated Rating Agencies.

**Aggregate Invested Amount** means, on any day in relation to any Notes, the aggregate of the Invested Amount of such Notes on that day.

**Aggregate Stated Amount** means, on any day in relation to any Notes, the aggregate of the Stated Amount of such Notes on that day.

**AMP Bank** means AMP Bank Limited (ABN 15 081 596 009).

**AMP Collection Account** means an account with the Originator in the name of the Trustee opened and maintained by the Trustee in accordance with the Master Trust Deed and the Series Notice.

**AMP Group** has the meaning given to it in Section 11.1 (“*Introduction and background*”).

**AONIA** means the Australian dollar interbank overnight cash rate (known as AONIA).

**AONIA Fallback Rate** means, for an Coupon Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Coupon Determination Date plus the Adjustment Spread.

**Applicable Benchmark Rate** means initially, the BBSW Rate or, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate (as applicable) at such time in accordance with Section 5.2(g) (“*Permanent Discontinuation Fallback*”).

**Arranger** has the meaning given to it in Section 1.1 (“*The Parties*”).

**Assets of the Trust** include, in relation to the Trust, the right, title and interest of the Trustee as trustee of the Trust in the following:

- (a) any Mortgage Loans and Related Securities held by the Trustee;
- (b) cash on hand or at a Bank representing cleared or immediately available funds;
- (c) Authorised Investments or any other investments;
- (d) amounts owing to the Trustee by Debtors;
- (e) or amounts in the nature of income, accrued from investments referable to the Trust to the extent not included in the preceding paragraphs of this definition;
- (f) any prepayment of expenditure;
- (g) any asset acquired by the Trustee and specified in the Series Notice for that Trust;
- (h) the benefit of all representations, warranties, undertakings, covenants, indemnities and promises made by any party in favour of the Trustee under the Transaction Documents;
- (i) other property as agreed in writing between the Trust Manager and the Trustee; and
- (j) income, or amounts in the nature of income, accrued from investments or other assets referable to the Trust to the extent not included in the preceding paragraphs of this definition.

**ASX** means the Australian Securities Exchange Ltd.



**Auditor** means the auditor appointed by the Trustee (on recommendation by the Trust Manager) to audit the accounts of the Trust, as required by the Corporations Act.

**Australian Securities Exchange** means ASX Limited (ABN 98 008 624 691).

**Australian Tax Act** has the meaning given to it in Section 14 (“*Taxation Considerations*”).

**Authorised Investments** means, in respect of the Trust:

- (a) bonds, debentures, stock, treasury bills, notes or other securities issued by the Commonwealth of Australia or any State or Territory government or instrumentality of any of them or any statutory corporation which have a long-term rating of AAAsf or AAA(sf) (as the case may be) by each Designated Rating Agency;
- (b) debentures or stock of any Commonwealth, State or Territory public statutory authority where the repayment of principal and the payment of interest is guaranteed by the Commonwealth of Australia or any State or Territory government having the Required Credit Rating; and
- (c) deposits with, or acquisition of certificates of deposit or debt securities issued by, or bills of exchange, promissory notes or other negotiable instruments accepted, drawn or endorsed by, an Eligible Bank or other financial institution which have:
  - (i) a short-term credit rating of at least F1 or a long-term credit rating of at least A (in the case of Fitch); and
  - (ii) a short-term rating of at least A-1+ (in the case of S&P),

and which, in each case, satisfy the following conditions:

- (d) each proposed investment must mature by the earlier of the following dates:
  - (i) the Payment Date following the date on which it was acquired; or
  - (ii) such other date as the Trustee and the Trust Manager may determine to be necessary to enable the Trustee to have sufficient cash to meet any Expenses of the Trust which may be payable prior to that Payment Date;
- (e) all Authorised Investments must be denominated in Australian Dollars and held in Australia;
- (f) are “authorised investments” within the meaning of s 289 of the Duties Act 2001 (Qld); and
- (g) all Authorised Investments must be held in the name of the Trustee or in the name of such other person or persons as approved by the Trustee from time to time and notified to the Designated Rating Agencies,

but excluding any debt security which constitutes a securitisation exposure or a resecuritisation exposure (as defined in Prudential Standard APS 120 issued by the Australian Prudential Regulation Authority, including any amendment or replacement of that Prudential Standard).

**Authorised Officer** means, in respect of a company, each director and secretary of that company and any other person appointed by the company to act as an authorised officer for the purposes of the Transaction Documents and notified to the other parties and, in the case of the Trustee or the Security Trustee (as the case may be), also includes any officer of the Trustee or

the Security Trustee (as the case may be) who has the word “manager” or “head of” or “counsel” in his or her title.

**Available Income** has the meaning given to it in Section 6.3(d) (“*Underlying Cash Flows*”).

**Bank** has the meaning given to the expression “Australian bank” in the Corporations Act.

**Basis Swap** means the basis swap transaction entered into pursuant to the Interest Rate Swap Agreement and which is described in Section 10.3 (“*Basis Swap*”).

**Basis Swap Provider** has the meaning given to it in Section 1.1 (“*The Parties*”) or such other financial institution specified as the “Basis Swap Provider” from time to time under the Interest Rate Swap Agreement.

**BBSW** means the Australian Dollar mid-rate benchmark for prime bank eligible securities (known as the Australian Bank Bill Swap Rate or BBSW).

**BBSW Rate** means, for an Coupon Determination Date, subject to Section 5.2(f) (“*Temporary Disruption Fallback*”) and Section 5.2(g) (“*Permanent Discontinuation Fallback*”), the per annum rate expressed as a decimal which is the level of BBSW for a period of one month provided by the Administrator and published as of the Publication Time on that Coupon Determination Date provided that if the first Coupon Period is longer than one month, the BBSW Rate for the first Coupon Period will be the rate determined using straight line interpolation by reference to two rates where:

- (a) the first rate must be determined on the Coupon Determination Date of that Coupon Period as being the per annum rate expressed as a decimal as if the relevant tenor of BBSW were a period of a time next shorter than the length of that Coupon Period provided by the Administrator and published as of the Publication Time on that Coupon Determination Date; and
- (b) the second rate must be determined on the Coupon Determination Date of that Coupon Period as being the per annum rate expressed as a decimal as if the relevant tenor of BBSW were a period of a time next longer than the length of that Coupon Period provided by the Administrator and published as of the Publication Time on that Coupon Determination Date.

**Bloomberg** means Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted AONIA and the spread.

**Bloomberg Adjustment Spread** means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg, on the Fallback Rate (AONIA) Screen (or by other means) or provided to, and published by, authorised distributors.

**Borrowings** means, in respect of a Trust, any amount borrowed or raised by the Trustee in its capacity as trustee of the Trust.

**Borrow** has an equivalent meaning.

**Business Day** means a day (excluding Saturday, Sunday and any public holiday) on which commercial banks are open for business in Sydney and Melbourne.

**Calculation Agent** means the Trust Manager.

**Call Option** means the Trustee’s option to redeem Notes on each Call Option Date, as described in Section 1.2 (“*Description of the Notes*”).

**Call Option Date** has the meaning given to it in Section 1.2 (“*Description of the Notes*”).

**Carryover Charge-Off** means, on any Determination Date, the amount equal to:

$$A + B - C$$

where

A = the amount (if any) of the Carryover Charge-Offs on the previous Determination Date;

B = the amount (if any) of the Charge-Offs on the current Determination Date; and

C = the amount (if any) of Excess Available Income available to be applied on the next occurring Payment Date as described in Section 6.3(j)(iii) (“*Underlying Cash Flows*”) towards Carryover Charge-Offs.

**Cash Collateral** means, on any day, the amount of cash collateral (if any) paid to the Trustee by a Support Facility Provider that has not been applied before that day to satisfy that person’s obligations under the Support Facility.

**Cashflow Allocation Methodology** means the cashflow allocation methodology described in Section 6.3 (“*Underlying Cash Flows*”).

**Charge-Offs** has the meaning given to it in Section 6.3(p) (“*Underlying Cash Flows*”).

**Class A Note Allocated Principal** means, on any Payment Date:

(a) the amount available for distribution as described in Section 6.3(n)(vi) (“*Underlying Cash Flows*”) on that Payment Date;

multiplied by

(b) the fraction equal to the then Aggregate Invested Amount of the Class A Notes divided by the then Aggregate Invested Amount of all Notes,

rounded to the nearest cent.

**Class A Note Holder** means the Note Holder of a Class A Note.

**Class A Notes** means Notes designated and issued as Class A Notes on the terms and conditions contained in the Series Notice.

**Class AB Note Allocated Principal** means, on any Payment Date:

(a) the amount available for distribution as described in Section 6.3(n)(vi) (“*Underlying Cash Flows*”) on that Payment Date;

multiplied by

(b) the fraction equal to the then Aggregate Invested Amount of the Class AB Notes divided by the then Aggregate Invested Amount of all Notes,

rounded to the nearest cent.

**Class AB Note Holder** means the Note Holder of a Class AB Note.

**Class AB Notes** means Notes designated and issued as Class AB Notes on the terms and conditions contained in the Series Notice.

**Class B Note Allocated Principal** means, on any Payment Date:

- (a) the amount available for distribution as described in Section 6.3(n)(vi) (“*Underlying Cash Flows*”) on that Payment Date;

multiplied by

- (b) the fraction equal to the then Aggregate Invested Amount of the Class B Notes divided by the then Aggregate Invested Amount of all Notes,

rounded to the nearest cent.

**Class B Note Holder** means the Note Holder of a Class B Note.

**Class B Notes** means Notes designated and issued as Class B Notes on the terms and conditions contained in the Series Notice.

**Class C Note Allocated Principal** means, on any Payment Date:

- (a) the amount available for distribution as described in Section 6.3(n)(vi) (“*Underlying Cash Flows*”) on that Payment Date;

multiplied by

- (b) the fraction equal to the then Aggregate Invested Amount of the Class C Notes divided by the then Aggregate Invested Amount of all Notes,

rounded to the nearest cent.

**Class C Note Holder** means the Note Holder of a Class C Note.

**Class C Notes** means Notes designated and issued as Class C Notes on the terms and conditions contained in the Series Notice.

**Class D Note Allocated Principal** means, on any Payment Date:

- (a) the amount available for distribution as described in Section 6.3(n)(vi) (“*Underlying Cash Flows*”) on that Payment Date;

multiplied by

- (b) the fraction equal to the then Aggregate Invested Amount of the Class D Notes divided by the then Aggregate Invested Amount of all Notes,

rounded to the nearest cent.

**Class D Note Holder** means the Note Holder of a Class D Note.

**Class D Notes** means Notes designated and issued as Class D Notes on the terms and conditions contained in the Series Notice.

**Class E Note Allocated Principal** means, on any Payment Date:

- (a) the amount available for distribution as described in Section 6.3(n)(vi) (“*Underlying Cash Flows*”) on that Payment Date;

multiplied by

- (b) the fraction equal to the then Aggregate Invested Amount of the Class E Notes divided by the then Aggregate Invested Amount of all Notes,

rounded to the nearest cent.

**Class E Note Holder** means the Note Holder of a Class E Note.

**Class E Notes** means Notes designated and issued as Class E Notes on the terms and conditions contained in the Series Notice.

**Class F Note Allocated Principal** means, on any Payment Date:

- (a) the amount available for distribution as described in Section 6.3(n)(vi) (“*Underlying Cash Flows*”) on that Payment Date;

multiplied by

- (b) the fraction equal to the then Aggregate Invested Amount of the Class F Notes divided by the then Aggregate Invested Amount of all Notes,

rounded to the nearest cent.

**Class F Note Holder** means the Note Holder of a Class F Note.

**Class F Notes** means Notes designated and issued as Class F Notes on the terms and conditions contained in the Series Notice.

**Cleared Funds** means immediately available funds, so that if they are paid to a recipient:

- (a) no further confirmation is required to vest the money in the recipient; and
- (b) the property of the recipient in the funds cannot be revoked by any person; and
- (c) no further action or lapse of time is required to enable the recipient to pay those funds away.

**Closing Date** means the date specified in Section 1.2 (“*Description of the Notes*”).

**Collateral Account** means any collateral account established under a Transaction Document.

**Collection Account** has the meaning given to it in Section 1.9 (“*Miscellaneous*”).

**Collection Period** means the period from (and including) the first day of a month up to (and including) the last day of that month provided that the first Collection Period will commence (and include) the Closing Date and end on (and include) the last day of the month immediately preceding the month during which the first Payment Date occurs.

**Collections** means all amounts received by the Originator, the Servicer, the Trust Manager, the Disposing Trustee or the Trustee after (and including) the Closing Date in respect of the Mortgage Loans and Related Securities (including, without limitation, all principal, interest, fees, the proceeds received under any Insurance Policy, any proceeds recovered from any enforcement action, amounts received on a repurchase, any amount received as damages in respect of a breach of any representation and warranty, any amounts paid by the Originator to gross up the amount of interest that would have been charged as a result of a benefit for Mortgage Set-Off Account and any other amounts received in relation to the Mortgage Loans and Related Securities).

**Collections Event** will occur when the Servicer or the Originator ceases to have the Required Credit Rating.

**Competent Authority** means a court, tribunal, authority, ombudsman or other entity whose decisions, findings, orders, judgments or determinations (howsoever reached) are binding on the Originator, the Trustee, the Security Trustee or the Servicer.

**Compounded Daily AONIA** means, for an Coupon Determination Date, the rate which is the rate of return of a daily compound interest investment, calculated in accordance with the formula below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{AONIA_{i-5BD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

**d** means the number of calendar days in the relevant Coupon Period;

**d<sub>0</sub>** means the number of Business Days in the relevant Coupon Period;

**AONIA<sub>i-5BD</sub>** means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Business Day falling five Business Days prior to such Business Day “i”;

**i** is a series of whole numbers from 1 to **d<sub>0</sub>**, each representing the relevant Business Day in chronological order from (and including) the first Business Day in the relevant Coupon Period to (and including) the last Business Day in such Coupon Period; and

**n<sub>i</sub>** for any Business Day “i”, means the number of calendar days from (and including) such Business Day “i” up to (but excluding) the following Business Day.

If for any reason Compounded Daily AONIA needs to be determined for a period other than an Coupon Period, Compounded Daily AONIA is to be determined as if that period were an Coupon Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period.

**Consumer Credit Code** means each of:

- (a) the National Consumer Credit Protection Act 2009 (Cth);
- (b) the National Consumer Credit Protection (Fees) Act 2009 (Cth);
- (c) the National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009 (Cth);
- (d) any acts or other legislation enacted in connection with any of the acts set out in paragraphs (a) to (c) (inclusive) and any regulations made under any of the acts set out in paragraphs (a) to (c) (inclusive); and
- (e) Division 2 of Part 2 of the Australian Securities and Investments Commission Act 2001, so far as it relates to the obligations of any of the Trust Manager, the Servicer, the Originator or the Trustee in respect of an Australian Credit Licence issued under the National Consumer Credit Protection Act.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Coupon** means, in respect of a class of Notes and a Coupon Period, the aggregate amount of interest accrued on the relevant class of Notes in respect of a Coupon Period.

**Coupon Determination Date** means, in respect of a Coupon Period:

(a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph (a)(iii) of the definition of Permanent Discontinuation Fallback, the first day of that Coupon Period; and

(b) otherwise, the fifth Business Day prior to the last day of that Coupon Period,

subject in each case to adjustment in accordance with the Business Day Convention.

**Coupon Period** has the meaning given to it in Section 1.3 (“*Coupon on the Notes*”).

**Coupon Rate** has the meaning given to it in Section 1.3 (“*Coupon on the Notes*”).

**Custodian** has the meaning given to it in Section 1.1 (“*The Parties*”) or such other person specified as the Custodian from time to time.

**Custodian Transfer Event** means:

(a) the occurrence of an Insolvency Event in respect of the Custodian; or

(b) the auditor of the Trust provides a document custody audit report which has a finding of “adverse” and on the instruction of the Trustee the auditor conducts a further document custody audit report within 2 - 4 months which also has a finding of “adverse”; or

(c) the occurrence of a Title Perfection Event.

**Cut-Off Date** means the date specified in Section 1.2 (“*Description of the Notes*”), being the date on which the initial Mortgage Loans and Related Securities are selected for transfer to the Trust, with the actual transfer occurring on the Closing Date.

**Dealer Agreement** has the meaning given to it in Section 17 (“*Transaction Documents*”).

**Debtor** means, in relation to a Mortgage Loan the person who is obliged to make payments with respect to that Mortgage Loan, whether as a principal or secondary obligation (and in respect of a Mortgage Loan means the person who is the account debtor under that Mortgage Loan), and includes, where the context requires, any other person obligated to make payments with respect to that Mortgage Loan (including any mortgagor or guarantor).

**Definitions Schedule** has the meaning given to it in Section 17 (“*Transaction Documents*”).

**Delinquent** means a Mortgage Loan in respect of which the Outstanding Balance of that Mortgage Loan exceeds the Scheduled Outstanding Balance of that Mortgage Loan.

**Designated Rating Agency** has the meaning given to it in Section 1.1 (“*The Parties*”).

**Determination Date** has the meaning given to it in Section 1.2 (“*Description of the Notes*”).

**Disposing Trust** means the Progress Warehouse Trust No. 3, as constituted pursuant to the Master Trust Deed and the Disposing Trust Series Notice.

**Disposing Trust Principal Collections**, in relation to the Disposing Trust, has the meaning given to the term “Principal Collections” in the Disposing Trust Series Notice.

**Disposing Trust Series Notice** means the deed entitled “Progress Warehouse Trust No. 3 Series Notice” dated 15 November 2013 between (amongst others) the 2013 Disposing Trustee and the Originator, as amended from time to time.

**Disposing Trust Transaction Documents** in respect of the Disposing Trust, has the meaning given to the term “Transaction Documents” in the Disposing Trust Series Notice.

**Disposing Trustee** means the Perpetual Trustee Company Limited (ABN 42 000 001 007) in its capacity as trustee of the Disposing Trust.

**Eligibility Criteria** means the criteria set out in Section 4.3 (“*Eligibility Criteria*”).

**Eligible Bank** means a Bank which has:

- (a) in the case of Fitch, either:
  - (i) a short-term credit rating of at least F1; or
  - (ii) a long-term credit rating of at least A;
- (b) in the case of S&P, either:
  - (i) a short-term rating of at least A-2; or
  - (ii) a long-term rating of at least BBB.

**Eligible Bank Collection Account** means an account with an Eligible Bank in the name of the Trustee.

**Encumbrance** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any other “security interest” as defined in sections 12(1) and (2) of the PPSA; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a *profit à prendre*), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.

**Enforcement Expenses** means all expenses paid by the Servicer and/or the Trustee in connection with the enforcement of any Mortgage Loan or any Related Security in respect of the Trust.

**Event of Default** has the meaning given to it in Section 8.3 (“*Events of Default*”).

**Excess Available Income** has the meaning given to it in Section 6.3(j) (“*Underlying Cash Flows*”).

**Excess Draw** has the meaning given to it in Section 6.3(u) (“*Underlying Cash Flows*”).

**Excess Payment Shortfall** means, on a Determination Date, the amount by which the Available Income is insufficient to meet the Excess Required Payments in relation to that Determination Date.



**Excess Required Payments** means the aggregate of payments in Sections 6.3(i)(i) to 6.3(i)(xvii) (“*Underlying Cash Flows*”) inclusive calculated by the Trust Manager on each Determination Date.

**Excess Reserve** means the reserve forming part of the Collection Account in Section 6.3(t) (“*Underlying Cash Flows*”).

**Expenses of the Trust** means all expenses reasonably and properly incurred by the Trustee or the Trust Manager in connection with the Trust and any other amounts for which Trustee is entitled to be reimbursed or indemnified out of the Trust.

**Extraordinary Expense** in relation to a Collection Period means any out of pocket expenses determined by the Trust Manager as reasonably incurred by the Trustee in relation to the Trust in respect of that Collection Period which are:

- (a) not contemplated by the Transaction Documents; and
- (b) not incurred in the ordinary course of business by the Trustee.

**Extraordinary Resolution** means a resolution which is passed by 75% of votes cast by the persons present and entitled to vote at a meeting.

**Fair Market Value** means, in relation to a Receivable and the Related Security, the fair market value of that Receivable agreed between the Trustee (acting on appropriate expert advice) and the Seller, or in the absence of such agreement as determined by the Auditor. The Fair Market Value must reflect the status of the Receivable as a performing or non-performing Receivable (as determined by the relevant Servicer) and any benefit in respect of that Receivable which the intended purchaser will have under any relevant Support Facility or Insurance Policy (but in no case will be an amount exceeding the Unpaid Balance for that Receivable).

**Fallback Rate** means, in respect of a Permanent Discontinuation Fallback for an Applicable Benchmark Rate, the rate that applies to replace that Applicable Benchmark Rate in accordance with the definition of Permanent Discontinuation Fallback.

When calculating interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, that interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

**Fallback Rate (AONIA) Screen** means the Bloomberg screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time).

**FATCA** means:

- (a) sections 1471-1474 of the United States Internal Revenue Code of 1986, any regulations or official interpretations issued with respect thereof and any amended or successor provisions;
- (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the

implementation of any law, regulation or interpretation referred to in paragraph (a) above; or

- (c) any agreement pursuant to the implementation of any treaty, law, regulation or interpretation referred to in paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction.

**Final Fallback Rate** means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that in good faith it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing that Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a);
- (b) if the Calculation Agent is unable or unwilling to determine a reasonable alternative, determined by an alternative financial institution (appointed by the Trust Manager in its sole discretion) acting in good faith and in a commercially reasonable manner; or
- (c) if and for so long as the Trust Manager is unable to appoint an alternative financial institution or the appointed alternative financial institution is unable or unwilling to determine a rate in accordance with paragraph (b), which is the last provided or published level of that Applicable Benchmark Rate.

**Final Maturity Date** has the meaning given to it in Section 1.2 (“*Description of the Notes*”).

**Finance Charge Collections** has the meaning given to it in Section 6.3(c) (“*Underlying Cash Flows*”).

**Fitch** means Fitch Australia Pty Ltd (ABN 93 081 339 184).

**Fixed Interest Rate Term Loan** means a Mortgage Loan in respect of which the Originator or the Servicer cannot vary the interest rate charged to the Debtor for a specified period of time.

**FLA Limit** means, in respect of an FLA Mortgage Loan, the amount specified in accordance with the terms of the Loan Agreement for that FLA Mortgage Loan as the limit on the amount which may be advanced in respect of that FLA Mortgage Loan.

**FLA Mortgage Loan** means a Mortgage Loan which is known as a flexible loan account or other line of credit product and the terms and conditions for which the Trust Manager has determined will not have an Adverse Rating Effect.

**General Mortgage Insurance Policy** means a general mortgage insurance policy issued by the Mortgage Insurer in respect of Mortgage Loans.

**General Security Charge** has the meaning given to it in Section 17 (“*Transaction Documents*”).

**Governmental Agency** means any government, whether federal, state, territorial or local, and any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organ thereof, whether statutory or otherwise.

**GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Helia Insurance** means Helia Insurance Pty Limited (ABN 60 106 974 305).

**Income Reserve** means the reserve forming part of the Collection Account in Section 6.3(s) (“*Underlying Cash Flows*”).

**Income Reserve Target Balance** means \$150,000 or such other amount notified by the Trust Manager to AMP Bank Limited and each Designated Rating Agency and in respect of which the Trust Manager has confirmed that such amount will not have an Adverse Rating Effect.

**Increased Cost** means:

- (a) any amount payable to the Redraw Facility Provider by the Trustee under clause 10 (“*Changed costs event*”) or clause 22 (“*Costs, Charges, Expenses and Indemnities*”) of the Redraw Facility Agreement, but does not include any margin, interest rate or fee payable under the Redraw Facility Agreement, or any increase in such margin, interest rate or fee; or
- (b) any amount payable to a Dealer or a Joint Lead Manager (as defined in the Dealer Agreement) by the Trustee under clause 15 (“*Indemnity*”) of the Dealer Agreement.

**Initial Invested Amount** means \$1,000 for each Note.

**Initial Liquidity Deposit** means an amount equal to 1.0% of the aggregate of the Initial Principal Amount of all Notes on the Closing Date.

**Insolvency Event** means the happening of any of these events:

- (a) an application (other than a frivolous or vexatious application or an application which is stayed within 15 Business Days) is made to a court or an order is made that the relevant body corporate be wound up, other than for the purposes of a solvent reconstruction or amalgamation;
- (b) an application is made to a court or an order appointing a liquidator or provisional liquidator in respect of the relevant body corporate, or one of them is appointed, whether or not under an order, other than for the purposes of a solvent reconstruction or amalgamation;
- (c) a receiver, receiver and manager, liquidator, trustee or similar officer is appointed in respect of any part of the property of the relevant body corporate and such appointment is not remedied within 15 Business Days, other than for the purposes of a solvent reconstruction or amalgamation;
- (d) an administrator is appointed to the relevant body corporate;
- (e) the relevant body corporate commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors;
- (f) the relevant body corporate is or states that it is unable to pay its debts as and when they fall due or is deemed unable to pay its debts under any applicable legislation (other than as a result of the failure to pay a debt or claim which is the subject of a good faith dispute); or
- (g) anything analogous or having a substantially similar effect to any of the events specified above happens under the laws of any applicable jurisdiction.

**Insurance Policy** means, in respect of a Mortgage Loan, any policy of insurance in force in respect of a Mortgage Loan or its Related Security, including:

- (a) general insurance; and
- (b) Mortgage Insurance Policies, finance charge losses and any Enforcement Expenses and which are:
  - (i) acceptable to the Trustee, the Trust Manager and each Designated Rating Agency; and
  - (ii) provided by the Mortgage Insurer.

**Interest Determination Date** means, in respect of an Interest Period:

- (a) where the BBSW rate applies or the Final Fallback Rate applies under paragraph (a)(iii) of the definition of Permanent Discontinuation Fallback, the first day of the Interest Period; and
- (b) otherwise, the fifth Business Day prior to the last day of that Interest Period,

subject in each case to adjustment in accordance with the Business day Convention.

**Interest Period** means (initially) the period from (and including) the Issue Date in respect of a Note to (but excluding) the first Payment Date and thereafter each period from (and including) each Payment Date (but excluding) the next following Payment Date. The last Interest Period will end on (but exclude) the day on which the relevant Notes are redeemed in full and will commence on (and include) the Payment Date immediately preceding that date.

**Interest Rate Swap** means the Basis Swap.

**Interest Rate Swap Agreement** has the meaning given to it in Section 17 (“*Transaction Documents*”).

**Interest Rate Swap Provider** means the Basis Swap Provider.

**Invested Amount** means, on any date and in respect of a Note, an amount equal to the Initial Invested Amount of that Note less the aggregate of principal payments made on or before that date in relation to that Note.

**Issue Date** means the date specified by the Trust Manager to the Trustee in an Issue Notice (if any) to be the Issue Date (or such other date as the Trust Manager may notify the Trustee in accordance with the Issue Notice) for the issue of Notes..

**Issue Notice** means an Issue Notice substantially in the form set out in Schedule 1 (“*Issue Notice*”) of the Series Notice.

**Joint Lead Managers** has the meaning given to it in Section 1.1 (“*The Parties*”).

**Land** means:

- (a) land (including tenements and hereditaments corporeal and incorporeal and every estate and interest in it whether vested or contingent, freehold or Crown leasehold, the terms of which leases is expressed to expire not earlier than 5 years after the maturity of the relevant Mortgage, and whether at law or in equity) whether situated and including any fixtures to land; and

- (b) any parcel and any lot, common property and land comprising a parcel within the meaning of the Strata Title Act 2015 (New South Wales) or the Community Land Development Act 2021 (New South Wales) or any equivalent legislation in any other Australian jurisdiction.

**Liquidity Reserve Account** means an account with an Eligible Bank opened in the name of the Trustee and named “Progress 2024-2 Trust Liquidity Reserve Account”.

**Liquidity Shortfall** has the meaning given to it in Section 6.3(g) (“*Underlying Cash Flows*”).

**Listing Rules** means the listing rules of the ASX.

**Loan Agreement** means, the documents which evidence the obligation of a Debtor to repay a Mortgage Loan and to comply with the other terms of that Mortgage Loan. Such documents include any agreement, the relevant Mortgage, the relevant letter of offer (countersigned or accepted in writing by the Debtor) as such may be amended or replaced from time to time and including, if applicable, any loan booklet in relation to the above Mortgage Loan, being a booklet issued by the Originator which sets out certain standard terms and conditions.

**Losses** means, for a Collection Period, the aggregate principal losses (as determined by the Trust Manager) for all Mortgage Loans which arise during that Collection Period after all enforcement action has been taken in respect of any Mortgage Loan and its Related Security and after taking into account:

- (a) all proceeds received as a consequence of enforcement under any Mortgage Loans (less the relevant Enforcement Expenses);
- (b) proceeds of any claims under a Mortgage Insurance Policy; and
- (c) any payments received from the Trust Manager, the Servicer or any other person for a breach of its obligations under the Transaction Documents.

**LVR** means, on any day, in relation to a Mortgage Loan an amount expressed as a percentage equal to A/B where:

A = the Outstanding Balance plus any amount which is available to be redrawn; and

B = the most recent value of the property (as determined in accordance with the Servicer’s current credit policy) the subject of the Related Security.

Where a Mortgage Loan is secured by a first ranking mortgage and a second ranking mortgage the value of the property securing the second ranking mortgage will not be given any credit for the above calculation to the extent it is secured by a first ranking mortgage which is not held by the Trustee.

**Managers** has the meaning given to it in Section 1.1 (“*The Parties*”).

**Margin** has the meaning given to it in Section 1.3 (“*Coupon on the Notes*”).

**Master Security Trust Deed** has the meaning given to it in Section 17 (“*Transaction Documents*”).

**Master Trust Deed** has the meaning given to it in Section 17 (“*Transaction Documents*”).

**Material Adverse Effect** means an event which (as determined by the Trust Manager or the Trustee, as the context requires, or by the Trust Manager in any other case) will materially and adversely affect the amount of any payment to a Note Holder or the timing of any such payment.

**Material Adverse Payment Effect** means an event or circumstance which will, or is likely to have, a material and adverse effect on the amount of any payment to a Note Holder (other than a Class F Note Holder).

**Modified Following Business Day Convention** means that, if a date would otherwise fall on a day that is not a Business Day, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

**Mortgage** means, in relation to a Mortgage Loan, each registered mortgage over Land acquired for residential purposes and the improvements on it situated in any State or Territory of Australia, or over any other asset, securing, among other things, payment of interest and the repayment of principal and all other moneys in respect of the Mortgage Loan.

**Mortgage Insurance Policy** means each of:

- (a) the General Mortgage Insurance Policy; and
- (b) the Pool Insurance Policy.

**Mortgage Insurer** has the meaning given to it in Section 1.1 (“*The Parties*”).

**Mortgage Loan** means a loan secured by a Mortgage over Land whether or not it is also secured over other assets, which is or is to become an asset of the Trust and includes Collections thereon and proceeds therefrom and from the related Property, and all Related Securities and other ancillary rights relating to the loan.

**Mortgage Set-Off Account** means a deposit account maintained by a Debtor with the Originator under which interest that would otherwise be earned in respect of the account is off-set (to the extent thereof) against interest that would otherwise be payable on a Mortgage Loan provided by the Originator to the Debtor.

**National Credit Code** means the National Credit Code which comprises Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth).

**Non-Representative** means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of that Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor or Administrator (as applicable) (howsoever described) in contracts.

**Note** has the meaning given to it in Section 1.2 (“*Description of the Notes*”).

**Note Holder** means the person from time to time registered in the Register of Note Holders of the Trust as the holder of a Note and includes persons jointly registered.

**Notice of Creation of Trust** has the meaning given to it in Section 17 (“*Transaction Documents*”).

**Originator** has the meaning set out in Section 1.1 (“*The Parties*”).

**Other Income** means, on a Determination Date, the interest and any other miscellaneous income received by the Trustee on Authorised Investments during the immediately preceding Collection Period.

**Outstanding Balance** means, in respect of a Mortgage Loan, the outstanding principal amount of that Mortgage Loan.

For clarification, the Outstanding Balance:

- (a) includes interest and fees which have been capitalised under the Mortgage Loan; and
- (b) in respect of a Mortgage Loan in respect of which the Debtor is in default of its obligations thereunder, shall not be reduced until a claim under a Mortgage Insurance Policy (if any) for that Mortgage Loan has been paid or rejected by the Mortgage Insurer.

**Parties** means the parties set out in Section 1.1 (“*The Parties*”).

**Payment Date** has the meaning given to it in Section 1.2 (“*Description of the Notes*”).

**Payment Shortfall** has the meaning given to it in Section 6.3(e) (“*Underlying Cash Flows*”).

**Permanent Discontinuation Fallback** means, in respect of:

- (a) the BBSW Rate, that the rate for any day for which the BBSW Rate is required on or after the BBSW Rate Permanent Fallback Effective Date will be:
  - (i) if at the time the BBSW Rate Permanent Fallback Effective Date occurs, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Fallback Rate;
  - (ii) if at the time the BBSW Rate Permanent Fallback Effective Date occurs, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and
  - (iii) if neither paragraph (a)(i) nor paragraph (a)(ii) above apply, the Final Fallback Rate;
- (b) AONIA, that the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be:
  - (i) if at the time the AONIA Permanent Fallback Effective Date occurs, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and
  - (ii) if paragraph (b)(i) above does not apply, the Final Fallback Rate; and
- (c) the RBA Recommended Rate, that the rate for any day for which the RBA Recommended Rate is required on or after the RBA Recommended Rate Permanent Fallback Effective Date will be the Final Fallback Rate.

**Permanent Discontinuation Trigger** means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official with jurisdiction over the Administrator of the Applicable Benchmark Rate, a resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate, which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes or that its use will be subject to restrictions or adverse consequences;
- (d) it has become unlawful for the Calculation Agent or any other party responsible for calculations of the Coupon Rate to calculate any payments due to be made to any Note Holder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis.

***Permanent Fallback Effective Date*** means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;
- (b) in the case of paragraphs (c) and (d) of the definition of “Permanent Discontinuation Trigger”, the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);



- (c) in the case of paragraph (e) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rate continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of “Permanent Discontinuation Trigger”, the date that event occurs.

**Performing Loans Amount** means at any time, the amount outstanding under the Mortgage Loans, excluding any Mortgage Loans:

- (a) in relation to which any payment due from the relevant Debtor has been in arrears by 90 days or more; or
- (b) which is otherwise determined by the Servicer to be non-performing (having regard to the definition of that term in the Prudential Standard APS 220 Credit Risk Management).

**Permitted Originators** has the meaning given to it in Section 1.1 (“*The Parties*”).

**Pool Insurance Policy** means a pool mortgage insurance policy issued by the Mortgage Insurer in respect of Mortgage Loans.

**Powers of Attorney** means irrevocable powers of attorney (in a form satisfactory to the Trustee) which are given by the Originator in favour of the Trustee.

**PPSA** has the meaning given to it in Section 2.29 (“*Personal Property Securities Act*”).

**Prepayment Benefit** means those amounts which are credited to a Debtor’s account during a Collection Period in accordance with the relevant Loan Agreement as a result of the Debtor prepaying any amount in respect of a Mortgage Loan which is subject to a fixed rate of interest (other than a Mortgage Loan which has a concessionary rate of interest for a period not exceeding 12 months).

**Prepayment Cost** means those amounts which are debited to a Debtor’s account during a Collection Period in accordance with the relevant Loan Agreement as a result of the Debtor prepaying any amount in respect of a Mortgage Loan which is subject to a fixed rate of interest (other than a Mortgage Loan which has a concessionary rate of interest for a period not exceeding 12 months).

**Principal Amount** means, in respect of any Note and any Payment Date, any amount of principal which is payable in respect of such Note on such Payment Date.

**Principal Collections** has the meaning given to it in Section 6.3(1) (“*Underlying Cash Flows*”).

**Principal Draw** means the amount calculated in accordance with Section 6.3(f) (“*Underlying Cash Flows*”).

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Property** means, in respect of a Mortgage Loan, each parcel of land or interest in land affected by a Mortgage which is security for that Mortgage Loan.

**Publication Time** means:

- (a) in respect of the BBSW Rate, 12.00pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator of the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00pm (Australian Eastern Standard Time (AEST)/Australian Eastern Daylight Time (AEDT)) or any amended publication time for the final intraday refix of such rate specified by the Administrator of AONIA in its benchmark methodology.

**Purchase Price** has, in relation to specific Mortgage Loans, the meaning given to it in the Receivables Transfer Direction or the Sale Notice (as applicable).

**Purchase Price Adjustment** means in respect of a purchased Mortgage Loan the amount of the Disposing Trust Principal Collections or Seller Principal Collections, as applicable, in respect of that purchased Mortgage Loan for the period from (but excluding) the Cut-Off Date up to (but excluding) the Closing Date.

**RBA Recommended Fallback Rate** has the same meaning given to AONIA Fallback Rate but with necessary adjustments to substitute all references to AONIA with corresponding references to the RBA Recommended Rate.

**RBA Recommended Rate** means, in respect of any relevant day (including any day “i”), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor, in respect of that day.

**Receivable** means the right, title and interest in, to and under any financial asset, including, without limitation, under:

- (a) a housing loan, commercial loan, lease or debt owed pursuant to a trade receivable, auto receivable and other receivables and any other form of monetary obligation; and
- (b) Related Securities and other rights in respect of such an asset.

**Receivables Transfer Direction** means a direction by the Trust Manager to the Trustee materially in the form of Schedule 6 to the Master Trust Deed or in such other form as may from time to time be agreed between the Trustee and the Trust Manager.

**Receiver** means, in respect of the Trust, a person or persons appointed under or by virtue of the Master Security Trust Deed as receiver or receiver and manager.

**Redraw** has the meaning given to it in Section 9.2(a) (“Redraw Facility”).

**Redraw Drawing** means a drawing under the Redraw Facility.

**Redraw Facility** means the facility provided under the Redraw Facility Agreement.

**Redraw Facility Agreement** has the meaning given to it in Section 17 (“Transaction Documents”).

**Redraw Facility Provider** means AMP Bank Limited.

**Redraw Limit** means, at any time, the lesser of:

- (a) an amount equal to 0.50% of the Aggregate Invested Amount of the Notes; and

- (b) the amount (if any) to which the Redraw Limit has been reduced to at that time in accordance with the Redraw Facility Agreement; and
- (c) an amount equal to 0.50% of the Performing Loans Amount at that time.

**Redraw Note** means a Note issued pursuant to the requirements for Redraw Notes in the Series Notice.

**Redraw Principal Outstanding** means at any given time the then aggregate of all Redraw Drawings actually made less the aggregate amount of any payments previously made to the Redraw Facility Provider on account of principal.

**Redraw Shortfall** in relation to a Determination Date means the amount (if any) by which the Total Available Principal (excluding amounts referred to in Section 6.3(m)(ii) (“*Underlying Cash Flows*”) and any proceeds from the issue or proposed issue of Redraw Notes) for the Collection Period just ended is insufficient to meet in full the aggregate of:

- (a) Redraws funded from Principal Collections during that Collection Period pursuant to Section 6.3(b) (“*Underlying Cash Flows*”); and
- (b) any Redraw funded by the Originator during that Collection Period which are due to be repaid or reimbursed to the Originator pursuant to Section 6.3(n)(ii) (“*Underlying Cash Flows*”) on the immediately following Payment Date.

**Register of Note Holders** has the meaning given to it in Section 5.5 (“*The Register*”).

**Related Entity** of an entity means another entity which is related to the first within the meaning of section 50 of the Corporations Act or is in any economic entity (as defined in any approved accounting standard) which contains the first.

**Related Security** means, in respect of a Mortgage Loan:

- (a) any Mortgage:
- (b) any:
  - (i) Encumbrance (other than a Mortgage); or
  - (ii) guarantee, indemnity or other assurance,which, in either case, secures or otherwise provides for the repayment or payment of the amount owing under the Mortgage Loan; or
- (c) any Mortgage Insurance Policy or other Insurance Policy (where it is not a Support Facility) (both present and future) in respect of the Mortgage Loan.

**Repurchase Price** means, in relation to a Mortgage Loan, the then current fair market value of such Mortgage Loan (taking into account applicable insurance proceeds and other available resources).

**Required Liquidity Reserve Amount** means:

- (a) on the Closing Date, an amount equal to the Initial Liquidity Deposit;
- (b) on any Determination Date other than the Determination Date immediately preceding a Call Option Date, an amount equal to the lesser of:
  - (i) the greater of:

- A. 1.0% of the Aggregate Invested Amount of all Notes (taking into account all Principal Amounts to be paid in respect of such Notes on the immediately following Payment Date); or
- B. A\$1,000,000; or
- (ii) such other amount which the Trust Manager has notified each Designated Rating Agency and which the Trust Manager has determined will not have an Adverse Rating Effect; and
- (c) on the Determination Date immediately preceding a Call Option Date, an amount equal to the lesser of the amount at the previous Determination Date and such amount which the Trust Manager has notified to the Designated Rating Agencies and which the Trust Manager has determined will not have an Adverse Rating Effect.

***Required Payments*** means:

- (a) on any Determination Date prior to the first Call Option Date::
  - (i) if on the immediately following Payment Date:
    - (A) the Stated Amount of the Class F Notes will be less than the Invested Amount of the Class F Notes; or
    - (B) the average of the aggregate principal amount outstanding of Mortgage Loans then forming part of the Assets of the Trust over the previous 4 calendar months with arrears days greater than 60 days is greater than 4% of the average of the aggregate principal amount outstanding of all Mortgage Loans then forming part of the Assets of the Trust over the previous 4 calendar months,

the aggregate of payments in paragraphs (i) to (xvii) inclusive of Section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with Section 6.3 (“*Underlying Cash Flows*”);
  - (ii) if on the immediately following Payment Date the Stated Amount of the Class E Notes will be less than the Invested Amount of the Class E Notes, the aggregate of payments in paragraphs (i) to (xvi) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”);
  - (iii) if on the immediately following Payment Date the Stated Amount of the Class D Notes will be less than the Invested Amount of the Class D Notes, the aggregate of payments in paragraphs (i) to (xv) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”);
  - (iv) if on the immediately following Payment Date the Stated Amount of the Class C Notes will be less than the Invested Amount of the Class C Notes, the aggregate of payments in paragraphs (i) to (xiv) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust

Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”);

- (v) if on the immediately following Payment Date the Stated Amount of the Class B Notes will be less than the Invested Amount of the Class B Notes, the aggregate of payments in paragraphs (i) to (xiii) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”); and
  - (vi) otherwise, the aggregate of payments in paragraphs (i) to (xviii) inclusive of Section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with Section 6.3 (“*Underlying Cash Flows*”); and
- (b) on any Determination Date on or after the first Call Option Date:
- (i) if on the immediately following Payment Date the Stated Amount of the Class E Notes will be less than the Invested Amount of the Class E Notes, the aggregate of payments in paragraphs (i) to (xvi) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”);
  - (ii) if on the immediately following Payment Date the Stated Amount of the Class D Notes will be less than the Invested Amount of the Class D Notes, the aggregate of payments in paragraphs (i) to (xv) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”);
  - (iii) if on the immediately following Payment Date the Stated Amount of the Class C Notes will be less than the Invested Amount of the Class C Notes, the aggregate of payments in paragraphs (i) to (xiv) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”);
  - (iv) if on the immediately following Payment Date the Stated Amount of the Class B Notes will be less than the Invested Amount of the Class B Notes, the aggregate of payments in paragraphs (i) to (xiii) inclusive of section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with section 6.3 (“*Underlying Cash Flows*”); and
  - (v) otherwise, the aggregate of payments in paragraphs (i) to (xvii) inclusive of Section 6.3(i) (“*Underlying Cash Flows*”) calculated by the Trust Manager on that Determination Date in accordance with Section 6.3 (“*Underlying Cash Flows*”).

**Required Credit Rating** means a rating of:

- (a) in respect of a Bank:
  - (i) in the case of Fitch, either:
    - A. a long-term credit rating of at least A; or

- B. a short-term credit rating of at least F1;
- (ii) in the case of S&P, either:
  - A. a short-term rating of at least A-2; or
  - B. a long-term rating of at least BBB;
- (b) in respect of any State or Territory government, AAA (long-term) from Fitch and AAA (long-term) from S&P; and
- (c) in respect of the Servicer, at least F2 (short term) from Fitch and at least A-2 (short-term) from S&P.

**Reserve Shortfall** has the meaning given to it in Section 6.3(f) (“*Underlying Cash Flows*”).

**Residual Capital Unitholder** means the person who holds a Residual Capital Unit from time to time.

**Residual Capital Units** means residual capital units in the Trust issued pursuant to the Master Trust Deed and the Series Notice.

**Residual Income Unitholder** means the person who holds a Residual Income Unit from time to time.

**Residual Income Units** means residual income units in the Trust issued pursuant to the Master Trust Deed and the Series Notice.

**S&P** means S&P Global Ratings Australia Pty Ltd (ABN 62 007 324 852).

**Sale Notice** means a direction by the Trust Manager to the Trustee materially in the form of Schedule 5 to the Series Notice or in such other form as may from time to time be agreed between the Trustee and the Trust Manager.

**Scheduled Outstanding Balance** means at any time:

- (a) in respect of a Mortgage Loan other than an FLA Mortgage Loan, the principal amount of that Mortgage Loan which would have been outstanding at that time assuming the Debtor has made all previous payments with respect to that Mortgage Loan at the times and in the amounts calculated by the Servicer on a monthly basis; and
- (b) in respect of an FLA Mortgage Loan, the FLA Limit which applies at that time as calculated by the Servicer.

**Secured Creditors** has the meaning given in Section 8.2 (“*Secured Creditors*”).

**Secured Money** means all amounts which at any time for any reason or circumstance in connection with any Transaction Document that relates to, or applies to, the Trust or any transactions contemplated by any of them (insofar as such transactions relate to, or apply to, the Trust), whatsoever whether at law, in equity, under statute or otherwise:

- (a) are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Trustee to the Security Trustee on its own account or for the account of the Secured Creditors or to any Secured Creditor or to any Receiver;
- (b) have been advanced or paid by the Security Trustee on its own account or for the account of the Secured Creditors or by any Secured Creditor;

- (i) at the express request of the Trustee; and
- (ii) on behalf of the Trustee;
- (c) which the Security Trustee on its own account or for the account of the Secured Creditors or any Secured Creditor is liable to pay by reason of any act or omission of the Trustee or has paid or advanced in the protection or maintenance of the Secured Property or the security interest created by the Series Notice following an act or omission by the Trustee; or
- (d) are reasonably foreseeable as likely, after that time, to fall within any of paragraphs (a), (b) or (c) above.

This definition applies:

- (i) irrespective of the capacity in which the Trustee, the Security Trustee or any Secured Creditor became entitled or is liable in respect of the amount concerned;
- (ii) whether the Trustee, the Security Trustee or any Secured Creditor is liable as principal debtor or surety or otherwise;
- (iii) whether the Trustee is liable alone or jointly, or jointly and severally with another person;
- (iv) whether the Security Trustee or any Secured Creditor is the original obligee or an assignee or a transferee of the Secured Money and whether or not:
  - (A) the assignment or transfer took place before or after the delivery of the Series Notice; or
  - (B) the Trustee consented to or was aware of the assignment or transfer; or
  - (C) the assigned or transferred obligation was secured; or
- (v) whether the Security Trustee or any Secured Creditor is the original Security Trustee or an original Secured Creditor or an assignee or a transferee of the original Security Trustee or an original Secured Creditor, and whether or not the Trustee consented to or was aware of the assignment or transfer.

**Secured Property** means all of the Assets of the Trust acquired after the date of execution of the Notice of Creation of Trust by the Trustee on the terms of the Trust in accordance with the Master Trust Deed and the Series Notice, excluding any Cash Collateral pending its application in accordance with the Transaction Documents.

**Security** has the meaning given to it in Section 8.1 (“*Security*”).

**Security Interest** means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation.

**Security Trustee** has the meaning given to it in Section 1.1 (“*The Parties*”) or such other person specified as the Security Trustee from time to time.

***Seller Principal Collections*** has, in respect of the Progress Trust, the meaning given to the term “Principal Collections” in the Sale Notice.

***Series Notice*** has the meaning given to it in Section 17 (“*Transaction Documents*”).

***Servicer*** means has the meaning given to it in Section 1.1 (“*The Parties*”) or such other person who is, from time to time, acting as servicer pursuant to the Series Notice.

***Servicer Default*** means an event as described in Section 7.3(f) (“*The Servicer*”).

***Servicing Procedures*** means the credit underwriting, operational and servicing procedures adopted by the Originator or the Servicer in accordance with its credit and risk policy.

***Stated Amount*** means, in respect of a Note and a Determination Date, an amount equal to:

- (a) the Invested Amount of that Note; less
- (b) the amount of any Charge-Off to be allocated to that Note on the immediately following Payment Date; less
- (c) the amount of any Charge-Offs allocated to that Note on previous Payment Dates which have not been reimbursed on or before the immediately following Payment Date.

***Step Up Margin*** has the meaning given to it in Section 1.3 (“*Coupon on the Notes*”).

***Stepdown Conditions*** has the meaning given in Section 0 (“*Underlying Cash Flows*”).

***Stepdown Note*** means a Class AB Note, a Class B Note, a Class C Note, a Class D Note, a Class E Note or a Class F Note.

***Substitute Servicer*** has the meaning given to it in Section 7.3(h) (“*The Servicer*”).

***Supervisor*** means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate.

***Supervisor Recommended Rate*** means the rate formally recommended for use as the replacement for the BBSW Rate by the Supervisor of the BBSW Rate.

***Support Facilities*** means:

- (a) the Basis Swap; and
- (b) the Mortgage Insurance Policies.

***Support Facility Provider*** means any provider of a Support Facility.

***Swap Provider Event of Default*** means an Event of Default (as defined in the Interest Rate Swap Agreement) in relation to the Basis Swap Provider under a Basis Swap and where the Basis Swap Provider is the Defaulting Party (as defined in the Interest Rate Swap Agreement).

***Tax*** includes any levy, charge, impost, fee, deduction, stamp duty, financial institutions duty, bank account debit tax, GST or other tax of any nature payable, imposed, levied, collected, withheld or assessed by any Governmental Agency and includes any interest, expenses, fine penalty or other charge payable or claimed in respect thereof but does not include any tax on



overall net personal income of the Trustee or the Security Trustee and **Taxes** and **Taxation** shall be construed accordingly.

**Tax Account** means an account with an Eligible Bank established and maintained in the name of the Trustee and in accordance with the terms of the Master Trust Deed, which is to be opened by the Trustee when directed to do so by the Trust Manager in writing.

**Tax Amount** means, in respect of a Payment Date, the amount (if any) of Tax that the Trust Manager reasonably determines will be payable in the future by the Trustee in respect of the Trust and which accrued during the immediately preceding Collection Period.

**Tax Distribution Amount** means, on any Payment Date, an amount equal to:

- (a) the rate of tax payable by a company under section 23 of the Income Tax Rates Act 1986 (other than base rate entities within the meaning of section 23AA of the Income Tax Rates Act 1986) as at that Payment Date;

multiplied by:

- (b) the Excess Available Income remaining after application of Sections 6.3(j)(i) to 6.3(j)(iii) (“*Underlying Cash Flows*”) (inclusive) on that Payment Date.

**Tax Shortfall** means, in respect of a Payment Date Period, the amount (if any) determined by the Trust Manager to be the shortfall between the aggregate Tax Amounts determined by the Trust Manager in respect of previous Payment Dates and the amounts set aside on previous Payment Dates.

**Termination Date** means, in relation to the Trust, the date on which the Trust terminates, which is the earlier of:

- (a) the date which is 80 years after its date of constitution;
- (b) the date of termination of the Trust under the Master Trust Deed or the Series Notice, statute or general law; and
- (c) the date, being on or after the Borrowings in respect of the Trust and any other creditors (including, without limitation, the Secured Creditors) of the Trust have been repaid in full, and on which the Trust Manager has notified the Trustee in writing that the trust is to be terminated.

**Temporary Disruption Fallback** means, in respect of:

- (a) the BBSW Rate, that the rate for any day for which the BBSW Rate is required will be the first rate available in the following order of precedence:
  - (i) firstly, the Administrator Recommended Rate;
  - (ii) next, the Supervisor Recommended Rate; and
  - (iii) lastly, the Final Fallback Rate;
- (b) AONIA, that the rate for any day for which AONIA is required will be the last provided or published level of AONIA; or
- (c) the RBA Recommended Rate, that the rate for any day for which the RBA Recommended Rate is required will be the last provided or published level of that RBA Recommended Rate (or if no such rate has been provided or published, the last provided or published level of AONIA).

**Temporary Disruption Trigger** means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate in respect of the day for which it is required has not been published by the Administrator or an authorised distributor and is not otherwise provided by the Administrator by the date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate.

**Threshold Rate** has the meaning given to it in Section 4.10 (“*Threshold Rate*”).

**Title Documents** in respect of a Mortgage Loan means:

- (a) the certificate or other indicia of title (if any) in respect of the Land the subject of the Mortgage;
- (b) the original or duplicate of any Related Security documents;
- (c) any valuation report obtained in connection with the Mortgage or any Related Security;
- (d) any deed of priority or its equivalent in writing entered into in connection with the Mortgage or any Related Security;
- (e) the Loan Agreement (if other than a Mortgage); and
- (f) all other documents required to evidence the Originator’s or the Trustee’s interest in the Land the subject of the Mortgage, and the Related Security, and any amendment or replacement of the documents described above and any such document which is entered into, and under which rights arise, after any assignment of the relevant Mortgage Loan and Related Security by the Originator to the Trustee.

**Title Perfection Event** has the meaning given to it in Section 4.2(a) (“*Transfer of the Mortgage Loans*”).

**Total Available Funds** has the meaning given to it in Section 6.3(h) (“*Underlying Cash Flows*”).

**Total Available Principal** has the meaning given to it in Section 6.3(m) (“*Underlying Cash Flows*”).

**Transaction Documents** means in respect of the Trust:

- (a) the Master Trust Deed;
- (b) the Definitions Schedule;
- (c) the Series Notice;
- (d) the Master Security Trust Deed;
- (e) the General Security Deed;
- (f) the Redraw Facility Agreement;
- (g) each Support Facility;

- (h) each Note;
- (i) each Receivables Transfer Direction in respect of the Trust;
- (j) each Sale Notice and Issue Notice;
- (k) the Dealer Agreement;
- (l) the Notice of Creation of Trust;
- (m) each Power of Attorney; and
- (n) such other documents as are agreed from time to time between the Trustee and the Trust Manager.

**Transfer** means, in relation to a Mortgage Loan, a duly executed land titles office transfer form in registrable form which, upon registration, is effective to transfer the legal title to that Mortgage Loan to the Trustee (or another third party nominated by the Trustee).

**Transfer Form** has the meaning given to it in Section 5.11 (“*Transfer of Notes*”).

**Trust** has the meaning given to it in Section 1.5 (“*The Trust and Assets of the Trust*”).

**Trust Manager** has, the meaning given to it in Section 1.1 (“*The Parties*”).

**Trust Manager Default** means an event specified in Section 7.2(f) (“*The Trust Manager*”).

**Trustee** has the meaning given to it in Section 1.1 (“*The Parties*”).

**Trustee Default** means an event specified in Section 7.1(g) (“*The Trustee*”).

**UCITS** means the Undertaking for Collective Investment in Transferable Securities.

**Unpaid Balance** means, on any date in respect of a Mortgage Loan, the sum of:

- (a) the Outstanding Balance of that Mortgage Loan; and
- (b) the unpaid amount of all taxes, fees, finance charges, interest payments and other amounts accrued on or payable under or in connection with that Mortgage Loan.

**Variable Interest Rate Term Loan** means any Mortgage Loan in respect of which the Originator or the Servicer is able to vary the interest rate charged to the Debtor.

**Voting Secured Creditor** means at any time in respect of a Trust:

- (a) if any Class A Notes or Redraw Notes remain outstanding, the Note Holders of Class A Notes and Redraw Notes;
- (b) if any Class AB Notes, but no Class A Notes or Redraw Notes, remain outstanding, the Note Holders of the Class AB Notes;
- (c) if any Class B Notes, but no Class A Notes, Redraw Notes or Class AB Notes, remain outstanding, the Note Holders of the Class B Notes;
- (d) if any Class C Notes, but no Class A Notes, Redraw Notes, Class AB Notes or Class B Notes, remain outstanding, the Note Holders of the Class C Notes;

- (e) if any Class D Notes, but no Class A Notes, Redraw Notes, Class AB Notes, Class B Notes or Class C Notes, remain outstanding, the Note Holders of the Class D Notes;
- (f) if any Class E Notes, but no Class A Notes, Redraw Notes, Class AB Notes, Class B Notes or Class C Notes or Class D Notes remain outstanding, the Note Holders of the Class E Notes;
- (g) if any Class F Notes, but no Class A Notes, Redraw Notes, Class AB Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes remain outstanding, the Note Holders of the Class F Notes; and
- (h) if no Notes remain outstanding, the Secured Creditor or Secured Creditors then ranking the highest in priority for payment in accordance with Section 6.3(r) (“*Underlying Cash Flows*”).

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**ORIGINATOR, SELLER AND SERVICER**

AMP Bank Limited  
Level 29  
50 Bridge Street  
Sydney NSW 2000  
AUSTRALIA

**TRUSTEE AND DISPOSING TRUSTEE**

Perpetual Trustee Company Limited  
Level 18, 123 Pitt Street  
Sydney NSW 2000  
AUSTRALIA

**TRUST MANAGER**

Priority One Agency Services Pty Limited  
Level 29  
50 Bridge Street  
Sydney NSW 2000  
AUSTRALIA

**SECURITY TRUSTEE**

P.T. Limited  
Level 18, 123 Pitt Street  
Sydney NSW 2000  
AUSTRALIA

**ARRANGER**

Westpac Banking Corporation  
Level 2  
275 Kent Street  
Sydney NSW 2000  
AUSTRALIA

**JOINT LEAD MANAGERS**

Commonwealth Bank of  
Australia  
Level 6, CBP North  
1 Harbour Street  
Sydney NSW 2000  
AUSTRALIA

Deutsche Bank AG, Sydney  
Branch  
Deutsche Bank Place, Cnr  
Hunter & Phillip Streets  
Sydney NSW 2000  
AUSTRALIA

MUFG Securities Americas Inc.  
1221 Avenue of the Americas,  
6th Floor  
New York, NY, 10020-1001  
UNITED STATES OF  
AMERICA

National Australia Bank Limited  
Level 6  
2 Carrington Street  
Sydney NSW 2000  
AUSTRALIA

Westpac Banking Corporation  
Level 2  
275 Kent Street  
Sydney NSW 2000  
AUSTRALIA

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**LEGAL COUNSEL TO THE ORIGINATOR, SELLER, SERVICER AND TRUST MANAGER**

King & Wood Mallesons  
Level 61  
1 Farrer Place  
Sydney NSW 2000  
AUSTRALIA