

Pepper I-Prime 2017-3 Trust - Series Notice

Dated 11 December 2017

Pepper Group Limited (ABN 55 094 317 665) ("**Trust Manager**" and "**Servicer**")

Permanent Custodians Limited (ABN 55 001 426 384) ("**Trustee**")

BNY Trust Company of Australia Limited (ABN 49 050 294 052)

("Backup Servicer" and "**Custodian**")

BTA Institutional Services Australia Limited (ABN 48 002 916 396)

("Security Trustee")

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Pepper I-Prime 2017-3 Trust - Series Notice

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Details

| Parties | Trust Manager, Servicer, Trustee, Security Trustee, Backup Servicer and Custodian | |
|-----------------------------------|--|--|
| Trust Manager and Servicer | Name | Pepper Group Limited |
| | ABN | 55 094 317 665 |
| | Address | Level 27 177 Pacific Highway NORTH SYDNEY NSW 2060 |
| | Fax | +61 2 9463 4666 |
| | Attention | Group Treasurer |
| Trustee | Name | Permanent Custodians Limited |
| | ABN | 55 001 426 384 |
| | Capacity | as trustee of the Pepper I-Prime 2017-3 Trust |
| | Address | Level 2 1 Bligh Street SYDNEY NSW 2000 |
| | Fax | +61 2 9260 6009 |
| | Attention | Global Client Services |
| Security Trustee | Name | BTA Institutional Services Australia Limited |
| | ABN | 48 002 916 396 |
| | Capacity | as trustee of the Pepper I-Prime 2017-3 Security Trust |
| | Address | Level 2 1 Bligh Street SYDNEY NSW 2000 |
| | Fax | +61 2 9260 6009 |
| | Attention | Global Client Services |
| Backup Servicer and | Name | BNY Trust Company of Australia Limited |
| | ABN | 49 050 294 052 |

| | | |
|------------------|-----------|--|
| Custodian | Address | Level 2 1 Bligh Street SYDNEY NSW 2000 |
| | Fax | +61 2 9260 6009 |
| | Attention | Global Client Services |

| | |
|----------------------|-----------------|
| Governing law | New South Wales |
|----------------------|-----------------|

| | |
|---------------------|------------------|
| Date of deed | See Signing page |
|---------------------|------------------|

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General terms

1 Interpretation

1.1 Incorporated definitions

A term which has a defined meaning (including by incorporation) in the:

- (a) Master Security Trust Deed; or
- (b) Master Trust Deed,

has the same meaning when used in this deed unless it is expressly defined in this deed, in which case the meaning in this deed prevails. If the definition of a term in the Master Security Trust Deed or the Master Trust Deed is amended in this deed, the definition in the Master Security Trust Deed or Master Trust Deed applies to the extent amended by this deed.

1.2 Definitions

In this deed, unless the contrary intention appears:

Accrued Interest Adjustment means, in relation to the Mortgage Loans acquired by the Trustee from the Disposing Trustee on the Closing Date pursuant to an assignment in accordance with the Sale Deed, the amount defined as such in the Sale Deed.

Aggregate Invested Amount means at any time in respect of a Class of Notes, the aggregate of the Invested Amounts of all the Notes of that Class at that time.

Aggregate Stated Amount means at any time in respect of a Class of Notes, the aggregate of the Stated Amounts of all the Notes of that Class at that time.

Amortisation Amount Ledger has the meaning set out in clause 10.23 ("Amortisation Amount Ledger").

Amortisation Reserve Account means an account opened with an Eligible Bank in the name of the Trustee and designated by the Trust Manager as the amortisation reserve account for the Trust.

Amortisation Reserve Draw has the meaning set out in clause 10.20 ("Amortisation Reserve Account").

Amortisation Reserve Target Balance means:

- (a) on any Payment Date on or before the first Call Option Date, \$800,000;
- (b) on any Payment Date after the first Call Option Date, zero.

Amortisation Reserve Trigger Event is subsisting on a Payment Date if:

- (a) the Average Arrears Ratio on the Determination Date immediately preceding that Payment Date is greater than 4.0%; or

- (b) a Servicer Default is subsisting on the Determination Date immediately preceding that Payment Date; or
- (c) as at the Determination Date immediately preceding that Payment Date, the Stated Amount of the Class F Notes is less than the Invested Amount of the Class F Notes.

Approved Solicitor means the solicitor (if any) named in the Credit Policy and Procedures Manual and, if none are named, the solicitor appointed by the Trust Manager to settle the Mortgage Loans on behalf of the Trustee.

Approved External Dispute Resolution Scheme means an external dispute resolution scheme approved under and in accordance with section 11 of the NCCP and regulation 10(3) of the NCCP Regulations.

Approved Valuer means the valuer (if any) named in the Credit Policy and Procedures Manual and, if none are named, the valuer appointed by the Trust Manager to provide valuations to either or both the Originator and the Servicer, as the case may be.

Arrears Ratio means, on a Determination Date, the Outstanding Balance of the Mortgage Loans which are 90 days or more in arrears as at the last day of the immediately preceding Collection Period as a percentage of the total Outstanding Balance of all Mortgage Loans (calculated by the Trust Manager on the last day of the immediately preceding Collection Period).

ASIC means the Australian Securities and Investments Commission.

Australian Credit Licence has the meaning given to that term in the NCCP.

Authorised Investments means:

- (a) cash deposited in an interest bearing bank account in the name of the Trustee with an Eligible Bank; and
- (b) any debt securities which:
 - (i) have a short term credit rating of A-1+ by S&P;
 - (ii) mature on or prior to the next date on which the proceeds from such Authorised Investments will be required to be applied in accordance with the Cashflow Allocation Methodology;
 - (iii) are denominated in Australian Dollars; and
 - (iv) are held in the name of the Trustee,

in each case which:

- (c) does not constitute a securitisation exposure or a resecuritisation exposure (as defined in Prudential Standard APS 120 issued by the Australian Prudential Regulation Authority, including any amendment or replacement of that Prudential Standard); and
- (d) does not give rise to FATCA Withholding Tax.

Available Income means, on any day, the amount calculated in accordance with clause 10.3 ("Available Income").

Available Principal means, on any day, the amount calculated in accordance with clause 10.2 ("Available Principal").

Average Arrears Ratio means, on any Determination Date, the amount (expressed as a percentage) calculated as follows:

$$A = \frac{B}{3}$$

where:

A = the Average Arrears Ratio.

B = the sum of the Arrears Ratio for that Determination Date and the Arrears Ratios for the 2 Determination Dates immediately preceding that Determination Date.

Backup Servicer means BNY Trust Company of Australia Limited.

Backup Servicer Deed means the deed entitled “Pepper I-Prime 2017-3 Trust – Backup Servicer Deed” dated on or about the date of this deed between the Trustee, the Trust Manager, the Servicer, the Security Trustee and the Backup Servicer.

Business Day means a day on which banks are open for general banking business in Sydney and Melbourne (not being a Saturday, Sunday or public holiday in that place).

Business Day Convention means the convention for adjusting any date if it would otherwise fall on a day that is not a Business Day, such that the date is postponed to the next Business Day.

Business Process Manual means that part of the Credit Policy and Procedures Manual relating to the settlement and servicing of Mortgage Loans.

Call Option has the meaning set out in the Note Conditions.

Call Option Date has the meaning set out in the Note Conditions.

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 Total Available Income available to be applied on the next occurring Payment Date under clause 10.9(o)(ii) (“Application of Total Available Income (prior to an Event of Default)”) towards Carryover Charge-Offs.

Cash Collateral means, on any day in respect of the Liquidity Facility Agreement, the Collateral Account Balance (as defined in the Liquidity Facility Agreement).

Cashflow Allocation Methodology means the methodology specified in clause 10 (“Cashflow Allocation Methodology”).

Charge-Off means, in respect of a Determination Date, the amount (if any) by which the Losses in respect of the immediately preceding Collection Period exceeds the aggregate of:

- (a) the amounts available to be applied from Total Available Income on the next Payment Date under clause 10.9(o)(i) (“Application of Total Available Income (prior to an Event of Default)”); and
- (b) any Amortisation Reserve Draw in respect of that Determination Date.

Class means a class of Notes.

Class A Note means each of the Class A1 Notes and the Class A2 Notes.

Class A Noteholder means each Class A1 Noteholder and Class A2 Noteholder, as applicable.

Class A1 Note means each of the Class A1-S Notes and Class A1-L Notes.

Class A1 Noteholder means a Noteholder of a Class A1 Note.

Class A1-L Note means any Note designated as a “Class A1-L Note” and which is issued in accordance with this deed and the Note Deed Poll.

Class A1-L Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

A = the Class A1-L Note Principal Allocation.

B = the Aggregate Stated Amount of the Class A1-L Notes as at the Determination Date immediately preceding that Payment Date.

C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.

D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) (“Application of Total Available Principal (prior to Event of Default)”).

Class A1-L Noteholder means a Noteholder of a Class A1-L Note.

Class A1-S Note means any Note designated as a “Class A1-S Note” and which is issued in accordance with this deed and the Note Deed Poll.

Class A1-S Noteholder means a Noteholder of a Class A1-S Note.

Class A2 Note means any Note designated as a “Class A2 Note” and which is issued in accordance with this deed and the Note Deed Poll.

Class A2 Noteholder means a Noteholder of a Class A2 Note.

Class A2 Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

A = the Class A2 Note Principal Allocation.

B = the Aggregate Stated Amount of the Class A2 Notes as at the Determination Date immediately preceding that Payment Date.

C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, and the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.

D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) ("Application of Total Available Principal (prior to Event of Default)").

Class B Note means any Note designated as a "Class B Note" and which is issued in accordance with this deed and the Note Deed Poll.

Class B Noteholder means a Noteholder of a Class B Note.

Class B Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

A = the Class B Note Principal Allocation.

B = the Aggregate Stated Amount of the Class B Notes as at the Determination Date immediately preceding that Payment Date.

C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.

D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) ("Application of Total Available Principal (prior to Event of Default)").

Class C Note means any Note designated as a "Class C Note" and which is issued in accordance with this deed and the Note Deed Poll.

Class C Noteholder means a Noteholder of a Class C Note.

Class C Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

- A = the Class C Note Principal Allocation.
- B = the Aggregate Stated Amount of the Class C Notes as at the Determination Date immediately preceding that Payment Date.
- C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.
- D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) (“Application of Total Available Principal (prior to Event of Default)”).

Class D Note means any Note designated as a “Class D Note” and which is issued in accordance with this deed and the Note Deed Poll.

Class D Noteholder means a Noteholder of a Class D Note.

Class D Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

- A = the Class D Note Principal Allocation.
- B = the Aggregate Stated Amount of the Class D Notes as at the Determination Date immediately preceding that Payment Date.
- C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.
- D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) (“Application of Total Available Principal (prior to Event of Default)”).

Class E Note means any Note designated as a “Class E Note” and which is issued in accordance with this deed and the Note Deed Poll.

Class E Noteholder means a Noteholder of a Class E Note.

Class E Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

- A = the Class E Note Principal Allocation.
- B = the Aggregate Stated Amount of the Class E Notes as at the Determination Date immediately preceding that Payment Date.

- C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.
- D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) (“Application of Total Available Principal (prior to Event of Default)”).

Class F Note means any Note designated as a “Class F Note” and which is issued in accordance with this deed and the Note Deed Poll.

Class F Noteholder means a Noteholder of a Class F Note.

Class F Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

- A = the Class F Note Principal Allocation.
- B = the Aggregate Stated Amount of the Class F Notes as at the Determination Date immediately preceding that Payment Date.
- C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.
- D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) (“Application of Total Available Principal (prior to Event of Default)”).

Class G Note means a Class G1 Note or a Class G2 Note.

Class G Note Principal Allocation means, in respect of a Payment Date on which the Stepdown Criteria are satisfied, the amount calculated as follows:

$$A = \frac{B}{C} \times D$$

where:

- A = the Class G Note Principal Allocation.
- B = the Aggregate Stated Amount of the Class G Notes as at the Determination Date immediately preceding that Payment Date.
- C = the Aggregate Stated Amount of the Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes as at the Determination Date immediately preceding that Payment Date.
- D = the amount of Total Available Principal available to be applied on that Payment Date under clause 10.11(c)(ii) (“Application of Total Available Principal (prior to Event of Default)”).

Class G Note Supplemental Deed means the deed entitled “Pepper I-Prime 2017-3 Trust - Class G Note Supplemental Deed” dated on or after the date of this deed between the Trustee, the Trust Manager, the Security Trustee and the initial subscribers for the Class G Notes.

Class G Noteholder means a Noteholder of a Class G Note.

Class L Note means a Note designated as a “Class L Note” and which is issued in accordance with the Series Notice and the Note Deed Poll.

Class G1 Note means any Note designated as a “Class G1 Note” and which is issued in accordance with this deed, the Note Deed Poll and the Class G Note Supplemental Deed.

Class G2 Note means any Note designated as a “Class G2 Note” and which is issued in accordance with this deed, the Note Deed Poll and the Class G Note Supplemental Deed.

Class L Noteholder means Noteholder of a Class L Note.

Closing Date means 14 December 2017.

Collateral has the meaning set out in the General Security Agreement.

Collection Period means the first day of a calendar month up to (and including) the last day of that calendar month except for the first Collection Period, which commences on (but excludes) the Cut-Off Date and ends on (and includes) 31 December 2017.

Collection Period Distributions means payments made by the Trustee during a Collection Period in accordance with clause 10.1(a) (“Distributions made during a Collection Period”).

Collections means, in respect of a Collection Period, all amounts received by, or on behalf of, the Trustee in respect of the Mortgage Loans during that Collection Period including, without limitation:

- (a) all principal, interest and fees;
- (b) the proceeds of sale or Reallocation of any Mortgage Loans;
- (c) any proceeds recovered from any enforcement action;
- (d) any amount received as damages in respect of a breach of any representation or warranty;
- (e) any Prepayment Costs paid by the Obligors;
- (f) any proceeds received under any General Insurance Policy or Title Insurance Policy; and
- (g) any Recoveries received in respect of a Mortgage Loan or its Related Security,

after deduction of all Taxes (other than any Taxes payable in relation to the Trust) and bank and government charges.

Collections Trust means the Pepper Collections Trust established under the Collections Trust Trust Deed.

Collections Trust Trust Deed means the Pepper Collections Trust Trust Deed dated 27 October 2011.

Consumer Credit Legislation means each of

- (a) the NCCP;
- (b) the National Consumer Credit Protection (Fees) Act 2009 (Cth);
- (c) the Transitional Act;
- (d) any acts or any regulations made under or in respect of any of the acts set out in paragraphs (a) - (c) above (including the NCCP Regulations); and
- (e) Division 2 of Part 2 of the Australian Securities and Investments Commission Act 2001, so far as it relates to the obligations in respect of an Australian Credit Licence issued under the NCCP.

Costs includes costs, charges, expenses and Taxes, including those incurred in connection with advisers.

Credit Manual means that part of the Credit Policy and Procedures Manual relating to the origination and underwriting of Mortgage Loans.

Credit Policy and Procedures Manual means the guidelines relating to the origination, underwriting, settlement and ongoing servicing of Mortgage Loans, consisting of the Credit Manual and the Business Process Manual, as identified and initialled by each Party upon settlement, and as modified, supplemented or replaced from time to time as agreed between the parties in writing.

Credit Provider has the meaning set out in the NCCP.

Current LVR means, at any time, in relation to a Mortgage Loan the ratio of:

- (a) the Outstanding Balance of the Mortgage Loan at that time; to
- (b) the value of the relevant residential real property which at that time secures that Mortgage Loan, where such value is the value of that property as at the date the Mortgage Loan was settled, or, if a valuation was undertaken more recently, the date of the last valuation report from an Approved Valuer.

Custodian means BNY Trust Company of Australia Limited.

Custody Deed means the deed entitled "Pepper I-Prime 2017-3 Trust – Custody Deed" dated on or about the date of this deed between the Trustee and others.

Cut-Off Date means 31 October 2017.

Date Based Call Option Date has the meaning set out in the Note Deed Poll.

Dealer Agreement means the deed entitled "Pepper I-Prime 2017-3 Trust - Dealer Agreement" dated on or about the date of this deed between the Trustee and others.

Designated Rating Agency means S&P.

Determination Date means the day which is 2 Business Days prior to a Payment Date.

Disposing Trust means the Pepper Prime Mortgage Origination Trust 2013-3 established on 31 October 2013.

Disposing Trustee means Pepper Finance Corporation Limited in its capacity as trustee of the Disposing Trust.

Disposing Trustee's Cost of Funds means an amount determined by the Trust Manager based on a deemed rate of interest agreed by the Trust Manager with the Disposing Trustee equal to the weighted average cost of funds (including all relevant servicing fees) of the Disposing Trustee holding the Mortgage Loans during the period from (but excluding) the Cut-Off Date up to (and including) the date immediately preceding the Closing Date.

Eligibility Criteria means the criteria set out in clause 5.2 ("Eligibility Criteria").

Eligible Bank means any Bank with a rating by S&P equivalent to or higher than either a short term rating of "A-1" or a long term rating of "A" (as the case may be), or such other lower credit rating or ratings by the Designated Rating Agency as may be notified by the Trust Manager to the Trustee from time to time provided that the Trust Manager has delivered a Rating Notification in respect of such other credit rating or ratings.

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.

Event of Default has the meaning set out in clause 11 ("Events of Default").

Extraordinary Expense means, in relation to a Collection Period, any out of pocket Trust Expense incurred by the Trustee in respect of that Collection Period but which was not incurred in the ordinary course of business of the Trust.

Extraordinary Expense Reserve Account means an account opened with an Eligible Bank in the name of the Trustee and designated by the Trust Manager as the extraordinary expense reserve account for the Trust.

Extraordinary Expense Reserve Draw has the meaning set out in clause 10.4 ("Extraordinary Expense Reserve Draw").

Extraordinary Expense Reserve Loan Agreement means the document entitled "Pepper I-Prime 2017-3 Trust - Extraordinary Expense Reserve Loan Agreement" dated on or about the date of this deed between the Trustee, the Trust Manager and the Extraordinary Expense Reserve Loan Provider.

Extraordinary Expense Reserve Loan Provider means Pepper Group Limited (ACN 094 317 665).

Extraordinary Expense Reserve Target Balance means \$150,000.

FATCA has the meaning set out in the Note Deed Poll.

FATCA Withholding Tax has the meaning set out in the Note Deed Poll.

Finance Charge Collections means:

- (a) any interest and other amounts in the nature of interest or income (including any previously capitalised interest) received in respect of any Mortgage Loan, or any similar amount which is, in the reasonable opinion of the Trust Manager, in the nature of income or interest, including without limitation amounts of that nature:

- (i) recovered from the enforcement of a Mortgage Loan or its Related Security;
 - (ii) paid to the Trustee upon the sale or Reallocation of a Mortgage Loan; and
 - (iii) paid 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; and
- (b) any Recoveries received in respect of a Mortgage Loan or its Related Security.

Further Advance means, in relation to a Mortgage Loan, any advance provided to the relevant Obligor after the settlement date of that Mortgage Loan which results in an increase in the Scheduled Balance of that Mortgage Loan.

Further Liquidity Shortfall has the meaning set out in clause 10.7 (“Liquidity Draw”).

General Insurance Policy means, in respect of a Mortgage Loan, any policy of general insurance in force in respect of that Mortgage Loan or its Related Securities.

General Security Agreement means the deed entitled “Pepper I-Prime 2017-3 Trust - General Security Agreement” dated 14 November 2017 between the Trustee and others (as amended).

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 means any goods and services tax, value added tax or similar tax imposed by the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia.

Inappropriate Person has the meaning set out in the NCCP Regulations.

Initial Invested Amount in respect of:

- (a) each Class of Note (other than a Class G Note or Class L Note), means \$100,000; and
- (b) each Class G Note and Class L Note, means \$1,000.

Interest means, in respect of a Class of Notes and an Interest Period, the aggregate amount of interest accrued on that Class of Notes in respect of that Interest Period.

Interest Only Loan means a Mortgage Loan which does not require the amortisation of principal for a specified period of time.

Interest Period in respect of a Note, means:

- (a) initially, the period from (and including) the Issue Date of that Note to (but excluding) the first following Payment Date; and
- (b) thereafter, each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

Invested Amount at any time in respect of a Note means an amount equal to:

- (a) the Initial Invested Amount of that Note; less
- (b) the aggregate of any principal repayments made in respect of that Note prior to that time.

Issue Date, in respect of a Note, means the Closing Date.

Licensee means a holder of an Australian Credit Licence.

Liquidity Draw has the meaning set out in clause 10.7 (“Liquidity Draw”).

Liquidity Facility means a facility available to be drawn to fund the Liquidity Draws under a Liquidity Facility Agreement.

Liquidity Facility Agreement means:

- (a) the agreement entitled “Pepper I-Prime 2017-3 Trust - Liquidity Facility Agreement” dated on or about the date of this deed entered into between the Trustee, the Trust Manager and National Australia Bank Limited; and
- (b) any other agreement which the Trustee and the Trust Manager agree is a “Liquidity Facility Agreement”, provided that a Rating Notification has been given in respect of such agreement.

Liquidity Facility Provider means the person or persons named as the “Liquidity Facility Provider” in the relevant Liquidity Facility Agreement.

Liquidity Shortfall has the meaning given in clause 10.6 (“Principal Draw”).

Loss Shortfall means, in respect of a Determination Date, the amount (if any) by which the Losses in respect of the immediately preceding Collection Period exceeds the amount available to be applied from Total Available Income on the next Payment Date under clause 10.9(o)(i) (“Application of Total Available Income (prior to an Event of Default)”).

Losses means, for a Collection Period, the aggregate of:

- (a) all losses (as determined by the Trust Manager) for all Authorised Investments acquired from principal collections which arise during that Collection Period; and
- (b) all losses (as determined by the Trust Manager) for all Mortgage Loans which arise during that Collection Period after all enforcement action has been taken by the Servicer (in accordance with the Master Servicer Deed) in respect of any Mortgage Loan and its Related Security and after taking into account:
 - (i) all proceeds received as a consequence of enforcement under any Mortgage Loans (less the relevant Enforcement Expenses);
 - (ii) any proceeds received by the Trustee from any insurance policy related to a Mortgage Loan; and
 - (iii) any payments received from the Trust Manager, the Servicer or any other person for a breach of its obligations under the Transaction Documents,

and **Loss** has a corresponding meaning.

Master Management Deed means the Master Management Terms (as defined in the Notice of Creation of Trust) incorporated by reference in the Notice of Creation of Trust by reference to the terms and conditions of the deed entitled “Pepper Master Management Deed” dated 2 May 2012 between Pepper Finance Corporation Limited and the Trust Manager (as amended).

Master Security Trust Deed means the Master Security Trust Terms (as defined in the Notice of Creation of Security Trust) incorporated by reference in the Notice of Creation of Security Trust by reference to the terms and conditions of the deed entitled the “Pepper Master Security Trust Deed” dated 2 May 2012 between Pepper Finance Corporation Limited, P.T. Limited and the Trust Manager (as amended).

Master Servicer Deed means the Master Servicer Terms (as defined in clause 22.1 (“Separate Deed”)) incorporated by reference in this deed by reference to the terms and conditions of the deed entitled “Pepper Master Servicer Deed” dated 2 May 2012 between Pepper Finance Corporation Limited, the Servicer and the Trust Manager (as amended).

Master Trust Deed means the Master Trust Terms (as defined in the Notice of Creation of Trust) incorporated by reference in the Notice of Creation of Trust by reference to the terms and conditions of the deed entitled “Pepper Master Trust Deed” dated 2 May 2012 between Pepper Finance Corporation Limited and the Trust Manager (as amended).

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 Noteholder (other than in respect of a Note which does not then comprise part of the Senior Obligations) or the timing of any such payment.

Maturity Date means, in respect of the Notes, the Payment Date occurring in May 2049.

Mortgage Loan means, at any time, a mortgage loan which is then, or is then immediately to become, a Trust Asset.

Mortgage Loan Documents means, in respect of a Mortgage Loan or Related Security, any agreement or other document that evidences the Obligor’s payment or repayment obligations or any other terms and conditions of that Mortgage Loan or Related Security as applicable, and includes the Title Documents relating to that Mortgage Loan or Related Security.

NCCP means the National Consumer Credit Protection Act 2009 (Cth) and the National Credit Code set out in schedule 1 of that Act.

NCCP Regulations means the National Consumer Credit Protection Regulations 2010.

Note Conditions means the conditions of the Notes set out in Schedule 1 of the Note Deed Poll.

Note Deed Poll means the deed entitled “Pepper I-Prime 2017-3 Trust - Note Deed Poll” dated on or about the date of this deed and signed by the Trustee.

Noteholder means a holder of a Note.

Notes means:

- (a) the Class A1-S Notes;
- (b) the Class A1-L Notes;

- (c) the Class A2 Notes;
- (d) the Class B Notes;
- (e) the Class C Notes;
- (f) the Class D Notes;
- (g) the Class E Notes;
- (h) the Class F Notes;
- (i) the Class G1 Notes;
- (j) the Class G2 Notes; and
- (k) the Class L Notes,

as applicable.

Notice of Creation of Security Trust means the Notice of Creation of Security Trust in respect of the Security Trust dated 14 November 2017 between the Security Trustee and the Trust Manager (as amended).

Notice of Creation of Trust means the Notice of Creation of Trust in respect of the Trust dated 14 November 2017 between the Trustee and the Trust Manager (as amended).

Obligor means, in relation to a Mortgage Loan or Related Security, any person who is obliged to make payments either jointly or severally in connection with that Mortgage Loan or Related Security.

Offer to Sell Back has the meaning set out in the Sale Deed.

Originator means Pepper Homeloans Pty Limited (ABN 86 092 110 079).

Other Income means, in respect of a Collection Period, any miscellaneous income (other than income earned on Authorised Investments) or other amounts not otherwise included in Available Income or Available Principal received by the Trustee during the relevant Collection Period.

Outstanding Balance means, at any time in respect of a Mortgage Loan, the outstanding principal amount of that Mortgage Loan (including any interest and fees which have been capitalised under that Mortgage Loan).

Outstanding Documents Date means the date which is 90 days after the Closing Date or, if not a Business Day, the next Business Day.

Overcollateralisation Amount means, in respect of a Payment Date:

- (a) after the first Call Option Date, an amount equal to:

A x B

where:

A = 1 – the then prevailing corporate tax rate applicable in Australia;
and

B = the amount available to be applied on that Payment Date under clause 10.9(q) (“Application of Total Available Income (prior to an Event of Default)”);

(b) otherwise, zero.

Overcollateralisation Ledger has the meaning set out in clause 10.25 (“Overcollateralisation Ledger”).

Payment Date means the 18th day of each month, provided that the first Payment Date will be in January 2018.

Pepper means Pepper Group Limited (ABN 55 094 317 665).

Penalty Payment means:

- (a) any amount (including, without limitation, any civil or criminal penalty) for which the Trustee is liable under the Consumer Credit Legislation;
- (b) any other reasonable liability payable by the Trustee, or legal costs or other expenses payable or incurred by the Trustee, in relation to such liability;
- (c) any amount which the Trustee agrees to pay (with the consent of the Servicer, such consent not to be unreasonably withheld) to an Obligor or other person in settlement of any liability or alleged liability or application for an order under the Consumer Credit Legislation; and
- (d) legal costs or other costs and expenses payable or properly incurred by the Trustee in relation to that application or settlement,

to the extent to which a person can be indemnified for that liability, money or amount under the Consumer Credit Legislation and includes all amounts ordered by a court or other judicial, regulatory or administrative body or any other body which may bind the Trustee, including an Approved External Dispute Resolution Scheme, to be paid by the Trustee in connection with paragraphs (a) to (d) above.

Performing Mortgage Loan means a Trust Mortgage Loan in relation to which no payment due from the relevant Obligor is in arrears by more than 90 days as at the end of the relevant Collection Period.

PPSA means:

- (a) the Personal Property Securities Act 2009 (Cth) (“**PPS Act**”);
- (b) any regulations made at any time under the PPS Act;
- (c) any provision of the PPS Act or regulations referred to in paragraph (b) above;
- (d) any amendment to any of the above, made at any time; or
- (e) any amendment made at any time to any other legislation as a consequence of the PPSA referred to in paragraphs (a) to (d) above.

Prepayment Costs means any amount payable by an Obligor in respect of a Mortgage Loan as a result of the Obligor prepaying any amount in respect of that Mortgage Loan.

Prime Loan Products means the loan products and their related criteria or other loan products which satisfy the related criteria of such prime loan products, in each case which are provided by the Originator as set out in the Credit Policy and Procedures Manual, as amended from time to time.

Principal Draw has the meaning set out in clause 10.6 (“Principal Draw”).

Property means, in relation to a Mortgage Loan, the residential real property the subject of a Related Security.

Reallocation has the meaning given to the term “Reallocation” in the Master Trust Deed and **Reallocate** or **Reallocated** has a corresponding meaning.

Recoveries means amounts received from or on behalf of Obligors or under any Related Security in respect of Mortgage Loans that were previously the subject of a Loss.

Redraw means any advance to the relevant Obligor after the settlement date of that Mortgage Loan which does not result in an increase in the Scheduled Balance of that Mortgage Loan.

Related Security means, at any time in respect of a Mortgage Loan, any Encumbrance which is given or is to be given as security for that Mortgage Loan which is then, or is then immediately to become, a Trust Asset.

Required Payments means, in respect of a Payment Date:

- (a) the aggregate of payments payable on that Payment Date in accordance with clause 10.9(a) to clause 10.9(m) (inclusive) (“Application of Total Available Income (prior to an Event of Default)”) if there are no unreimbursed Charge-Offs or Carryover Charge-Offs as at the Determination Date immediately preceding that Payment Date in respect of the Class F Notes;
- (b) if the preceding paragraph doesn't apply, the aggregate of payments payable on that Payment Date in accordance with clause 10.9(a) to clause 10.9(l) (inclusive) (“Application of Total Available Income (prior to an Event of Default)”) if there are no unreimbursed Charge-Offs or Carryover Charge-Offs as at the Determination Date immediately preceding that Payment Date in respect of the Class E Notes;
- (c) if the preceding paragraphs don't apply, the aggregate of payments payable on that Payment Date in accordance with clause 10.9(a) to clause 10.9(k) (inclusive) (“Application of Total Available Income (prior to an Event of Default)”) if there are no unreimbursed Charge-Offs or Carryover Charge-Offs as at the Determination Date immediately preceding that Payment Date in respect of the Class D Notes;
- (d) if the preceding paragraphs don't apply, the aggregate of payments payable on that Payment Date in accordance with clause 10.9(a) to clause 10.9(j) (inclusive) (“Application of Total Available Income (prior to an Event of Default)”) if there are no unreimbursed Charge-Offs or Carryover Charge-Offs as at the Determination Date immediately preceding that Payment Date in respect of the Class C Notes;
- (e) if the preceding paragraphs don't apply, the aggregate of payments payable on that Payment Date in accordance with clause 10.9(a) to clause 10.9(i) (inclusive) (“Application of Total Available Income (prior to an Event of Default)”) if there are no unreimbursed Charge-Offs or Carryover Charge-Offs as at the Determination Date immediately preceding that Payment Date in respect of the Class B Notes; and

- (f) in all other cases, the aggregate of payments payable on that Payment Date in accordance with clause 10.9(a) to clause 10.9(h) (inclusive) (“Application of Total Available Income (prior to an Event of Default)”).

Ruling Secured Creditors means

- (a) if any Class A1 Notes are outstanding:
- (i) the Class A1 Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class A1 Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)), and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class A1 Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (b) if Class A2 Notes, but no Class A1 Notes, remain outstanding:
- (i) the Class A2 Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class A2 Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)), and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class A2 Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (c) if Class B Notes, but no Class A Notes, remain outstanding:
- (i) the Class B Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class B Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)), and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class B Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (d) if Class C Notes, but no Class A Notes or Class B Notes, remain outstanding:
- (i) the Class C Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class C Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)), and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class C Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (e) if Class D Notes, but no Class A Notes, Class B Notes or Class C Notes, remain outstanding:

- (i) the Class D Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class D Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)) , and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class D Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (f) if Class E Notes, but no Class A Notes, Class B Notes, Class C Notes or Class D Notes, remain outstanding:
- (i) the Class E Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class E Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)) , and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class E Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (g) if Class F Notes, but no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes, remain outstanding:
- (i) the Class F Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class F Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)) , and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class F Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (h) if Class G Notes, but no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes, remain outstanding:
- (i) the Class G Noteholders; and
 - (ii) any Secured Creditors ranking equally or senior to the Class G Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”)) , and only to the extent of any Secured Money owing to such Secured Creditors which ranks equally or senior to the Class G Noteholders (as determined in accordance with the order of priority set out in clause 10.18 (“Application of proceeds following an Event of Default”));
- (i) if no Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes or Class G Notes remain outstanding, the remaining Secured Creditors.

S&P means S&P Global Ratings Australia Pty Ltd.

Sale Deed means the deed entitled “Pepper I-Prime 2017-3 Trust- Sale Deed” dated on or about the date of this deed between the Disposing Trustee, Trustee and the Trust Manager.

Scheduled Balance means, at any time, the scheduled amortising balance of a Mortgage Loan calculated in accordance with the terms of that Mortgage Loan.

Secured Creditor includes (for the purposes of, and without limiting, the definition of that term in the Master Security Trust Deed) the Trustee (for its own account), the Custodian and the Backup Servicer.

Security Trust has the meaning set out in the Master Security Trust Deed.

Senior Obligations means the obligations of the Trustee:

- (a) in respect of the Class A1 Notes and any obligations ranking equally or senior to the Class A1 Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class A1 Notes are outstanding; and
- (b) in respect of the Class A2 Notes and any obligations ranking equally or senior to the Class A2 Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class A2 Notes are outstanding; and
- (c) in respect of the Class B Notes and any obligations ranking equally or senior to the Class B Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class B Notes are outstanding but no Class A Notes are outstanding; and
- (d) in respect of the Class C Notes and any obligations ranking equally or senior to the Class C Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class C Notes are outstanding but no Class A Notes or Class B Notes are outstanding; and
- (e) in respect of the Class D Notes and any obligations ranking equally or senior to the Class D Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class D Notes are outstanding but no Class A Notes, Class B Notes or Class C Notes are outstanding; and
- (f) in respect of the Class E Notes and any obligations ranking equally or senior to the Class E Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class E Notes are outstanding but no Class A Notes, Class B Notes, Class C Notes or Class D Notes are outstanding; and
- (g) in respect of the Class F Notes and any obligations ranking equally or senior to the Class F Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class F Notes are outstanding but no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are outstanding; and

- (h) in respect of the Class G Notes and any obligations ranking equally or senior to the Class G Notes (as determined in accordance with the order of priority set out in clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”), at any time while the Class G Notes are outstanding but no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes are outstanding; and
- (i) under the Transaction Documents generally, at any time while no Notes (excluding the Class L Notes) are outstanding.

Servicer Advance has the meaning set out in clause 7.1 (“Servicer Advance”).

Servicing Agreement has the meaning set out in the NCCP, as amended by the NCCP Regulations.

Servicing Guidelines means:

- (a) the Business Process Manual; and
- (b) any other guidelines relating to the servicing and collection procedures (including enforcement) as agreed by the Trust Manager and the Servicer (as such guidelines may be amended from time to time).

Special Purpose Funding Entity has the meaning set out in the Master Servicer Deed.

Stated Amount means, at any time and in relation to a Note, an amount equal to:

- (a) the Invested Amount of that Note at that time; less
- (b) the amount of any Charge-Offs allocated to that Note under clause 10.12 (“Allocation of Charge-Offs”) prior to that time which have not been reimbursed on or before that time under clause 10.13 (“Re-instatement of Carryover Charge-Offs”).

Stepdown Criteria has the meaning set out in clause 10.14 (“Stepdown Criteria”).

Sub-Originator means a person not employed by the Originator but who introduces persons who wish to apply for Mortgage Loans to the Originator and provides information to the Originator in respect of such persons and for which the Originator will pay them a fee as agreed from time to time and as set out in the Sub-Origination Deed.

Sub-Origination Deed means a deed entered into between the Sub-Originator and the Originator which the Trust Manager notifies the Trustee is a Sub-Origination Deed.

Subordinated Note Percentage (Class A2) means, on any day, the amount (expressed as a percentage) equal to:

$$\frac{A}{B}$$

where:

A = the Aggregate Stated Amount of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class G

Notes and any amounts standing to the credit of the Amortisation Reserve Account on that day; and

B = the Aggregate Stated Amount of all outstanding Notes (excluding Class L Notes) on that day.

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 Act means the Income Tax Assessment Act 1936, or the Income Tax Assessment Act 1997 (or any similar, replacement or supplementary Act).

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 Shortfall means, in respect of a Payment Date, 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 and retained in the Tax Account on previous Payment Dates.

Threshold Rate means, in respect of a Payment Date, the aggregate of:

- (a) the weighted average rate required to be paid on all the Mortgage Loans (calculated using the Outstanding Balance as at the last day of the immediately preceding Collection Period) (expressed as a percentage rate per annum) such that the Trustee will have sufficient Available Income under the Transaction Documents to meet the Required Payments on the immediately following Payment Date (assuming that all parties comply with their obligations under the Transaction Documents) and taking into account moneys held in Authorised Investments; and
- (b) 0.25% per annum.

Title Documents has the meaning set out in the Custody Deed.

Title Insurance Policy means each policy covering the relevant Mortgage Loans against the invalidity, unenforceability and loss of priority of a mortgage:

- (a) which are provided by a Title Insurer and its associated entities; and
- (b) in respect of which a Ratings Notification has been given.

Title Insurer means a Title Insurer appointed by the Trustee from time to time in respect of which a Ratings Notification has been given.

Title Perfection Event means, in respect of the Disposing Trustee, the Disposing Trustee becomes Insolvent.

Total Available Income means, on any Determination Date, the amount calculated in accordance with clause 10.8 ("Determination of Total Available Income").

Total Available Principal means on any Determination Date, the amount calculated in accordance with clause 10.10 ("Determination of Total Available Principal").

Transaction Documents means, in respect of the Trust:

- (a) each "Transaction Document" (as defined in the Master Security Trust Deed) in respect of the Trust;
- (b) the Sale Deed;
- (c) the Collections Trust Trust Deed;
- (d) the Backup Servicer Deed;
- (e) the Custody Deed;
- (f) the Extraordinary Expense Reserve Loan Agreement; and
- (g) any other documents designated by the Trustee and the Trust Manager as such from time to time.

Transitional Act means the National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009 (Cth).

Trust means the Pepper I-Prime 2017-3 Trust.

Trust Expenses means all costs, charges and expenses properly incurred by the Trustee in connection with the Trust and under the Transaction Documents and any other amounts for which the Trustee is entitled to be reimbursed or indemnified out of the Trust Assets and includes any costs, charges, expenses and other amounts to be paid or reimbursed by the Trustee to the Security Trustee, the Custodian, the Backup Servicer, the Trust Manager and the Servicer in accordance with the Transaction Documents, but excluding any amount of a type otherwise referred to in clause 10.9 ("Application of Total Available Income (prior to an Event of Default)") (other than clause 10.9(d)(iii)) or clause 10.11 ("Application of Total Available Principal (prior to an Event of Default)").

Turbo Principal Allocation means, in respect of a Determination Date, the amount (if any) to be paid on the immediately following Payment Date under clause 10.11(c)(ii)(H) ("Application of Total Available Principal (prior to an Event of Default)").

Valuation means with respect to a Property proposed to be the subject of a Mortgage, means a valuation by an Approved Valuer dated not earlier than 3 months prior to the proposed settlement date of the Mortgage unless otherwise approved by the Trust Manager, and made in accordance with the requirements set out in the Credit Policy and Procedures Manual and which is addressed amongst others, to the Trustee and expressed to be able to be relied upon by the Trustee, the Trust Manager, the Originator or Sub-Originator (as the case may be) and the Servicer.

Yield Enhancement Amount means, in respect of a Payment Date:

- (a) for each Payment Date if the Yield Enhancement Test is satisfied in respect of that Payment Date, an amount equal to the lesser of:
 - (i) the amount by which the credit balance of the Yield Enhancement Reserve Account is less than the Yield Enhancement Reserve Maximum Balance; and
 - (ii) an amount equal to:

$$A \times B$$

where:

A = 70%.

B = the amount available to be applied on that Payment Date under 10.9(p) ("Application of Total Available Income (prior to an Event of Default)"); and

(b) for each other Payment Date, zero.

Yield Enhancement Ledger has the meaning set out in clause 10.24 ("Yield Enhancement Ledger").

Yield Enhancement Reserve Account means an account opened with an Eligible Bank in the name of the Trustee and designated by the Trust Manager as the yield enhancement reserve account for the Trust.

Yield Enhancement Reserve Draw has the meaning set out in clause 10.5 ("Yield Enhancement Reserve Draw").

Yield Enhancement Reserve Maximum Balance means \$800,000.

The **Yield Enhancement Test** will be satisfied in respect of a Payment Date if

- (a) there are any Class A Notes outstanding; and
- (b) the amount calculated below (expressed as a percentage) is less than 0.75%:

$$(A - B) \div C \times 12$$

where:

A = the Finance Charge Collections in respect of Performing Mortgage Loans for the immediately previous Collection Period.

B = the sum of all amounts payable pursuant to paragraphs 10.9(a) to 10.9(m) ("Application of Total Available Income (prior to an Event of Default)") (inclusive) on that Payment Date.

C = the aggregate Outstanding Balance of all Performing Mortgage Loans (as at the last day of the immediately previous Collection Period).

Yield Shortfall means, on a Determination Date, the amount (if any) by which the Required Payments in respect of the immediately following Payment Date exceed the Available Income on that Determination Date.

1.3 General

Clauses 1.2 ("References to certain general terms") to 1.6 ("Capacity") and 6.1 ("Awareness of certain events") of the Master Security Trust Deed apply to this deed.

1.4 References to time

Unless the contrary intention appears, in this deed a reference to a time of day is a reference to Sydney time.

1.5 Additional Transaction Documents

The Trust Manager agrees:

- (a) not to designate; and
- (b) not to direct the Trustee to designate,

any other document as a "Transaction Document" for the purposes of the definition of "Transaction Document" in this deed unless a Rating Notification has been provided in respect of that designation.

1.6 Appointment of Backup Servicer

The parties acknowledge that the Backup Servicer has been appointed as standby servicer in respect of the Mortgage Loans and Related Securities under the terms of the Backup Servicer Deed.

1.7 Master Custody Deed and Master Origination Deed

The Master Custody Deed and Master Origination Deed do not apply to the Trust.

2 Trust characteristics

2.1 Conditions

The Note Conditions on which the Notes are to be issued are set out in the Note Deed Poll.

2.2 Rating

The Trust will be a Rated Trust on the issue of the Class A1-S Notes, Class A1-L Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the Closing Date.

2.3 Series Notice

For the purposes of the Master Trust Deed and Master Security Trust Deed, this deed is the Series Notice in respect of the Trust.

2.4 Support Facility

For the purposes of the Master Security Trust Deed, the Extraordinary Expense Reserve Loan Agreement is a "Support Facility Agreements" in respect of the Trust.

2.5 General Security Agreement

For the purposes of the Master Security Trust Deed, the General Security Agreement is the "General Security Agreement" in respect of the Trust.

3 Issue of Notes

3.1 Procedures for issue on the Closing Date

The Trustee (acting on the direction of the Trust Manager) will on the Closing Date issue the following Notes:

- (a) Class A1-S Notes;
- (b) Class A1-L Notes;
- (c) Class A2 Notes;
- (d) Class B Notes;
- (e) Class C Notes;
- (f) Class D Notes;
- (g) Class E Notes;
- (h) Class F Notes;
- (i) Class G1 Notes;
- (j) Class G2 Notes; and
- (k) Class L Notes,

each having an aggregate Initial Invested Amount as notified by the Trust Manager to the Trustee on or prior to the Closing Date.

3.2 Conditions precedent

The obligation of the Trustee to issue the Notes referred to in clause 3.1 (“Procedures for issue on the Closing Date”) on the Closing Date is subject to the Trust Manager confirming to the Trustee that the conditions precedent set out in clause 3 (“Conditions Precedent”) of the Dealer Agreement have been satisfied (or otherwise waived by the Dealers in their absolute discretion) and receipt by the Trust Manager of each of the following (in a form and substance satisfactory to the Trust Manager):

- (a) an executed copy of each Transaction Document;
- (b) transaction and taxation legal opinions from King & Wood Mallesons;
- (c) legal opinion from Minter Ellison Lawyers, in relation to the due execution of the Transaction Documents by the Trustee and the Security Trustee;
- (d) written confirmation from the Designated Rating Agency that, upon issue, the following Notes will be rated:
 - (i) the Class A1-S Notes will be rated AAA(sf) by S&P;
 - (ii) the Class A1-L Notes will be rated AAA(sf) by S&P;
 - (iii) the Class A2 Notes will be rated AAA(sf) by S&P;
 - (iv) the Class B Notes will be rated at least AA(sf) by S&P
 - (v) the Class C Notes will be rated at least A(sf) by S&P;
 - (vi) the Class D Notes will be rated at least BBB(sf) by S&P;
 - (vii) the Class E Notes will be rated at least BB(sf) by S&P; and

- (viii) the Class F Notes will be rated at least B(sf) by S&P.

The Trust Manager must provide written confirmation to the Trustee upon its receipt of such documents.

3.3 Excluded Issue

The Trust Manager must only direct the Trustee to issue Notes if:

- (a) the offer or invitation giving rise to the issue is not:
 - (i) an offer or invitation which requires disclosure to investors under Part 6D.2 of the Corporations Act; or
 - (ii) an offer or invitation to a “retail client” for the purposes of Chapter 7 of the Corporations Act; and
- (b) the issue complies with any applicable law or directive of the jurisdiction where it takes place.

The Trustee must only issue Notes in accordance with the Trust Manager’s direction.

3.4 Further Notes

The Trust Manager must not direct the Trustee to issue any further Notes after the Closing Date.

3.5 Noteholder’s obligations

Each Noteholder is bound by and must comply with, and Notes are issued on the condition that the Noteholder is bound by and complies with, the terms and conditions of this deed, the Note Conditions and the other Transaction Documents.

3.6 Use of Note proceeds

The Trustee must, as directed by the Trust Manager:

- (a) use the proceeds of all Notes (other than the Class L Notes) issued on the Closing Date to fund:
 - (i) the acquisition of Mortgage Loans and Related Securities in accordance with the Sale Deed; and
 - (ii) the acquisition of Authorised Investments,

on the Closing Date;
- (b) use the proceeds of the Class L Notes towards:
 - (i) paying the Accrued Interest Adjustment and the Disposing Trustee’s Cost of Funds to the Disposing Trustee; and
 - (ii) in respect only of:
 - (A) the first Determination Date following the Closing Date, allocating such amount to Available Income in respect of such Determination Dates as the Trust Manager may determine in its absolute discretion; and

- (B) the second Determination Date following the Closing Date, allocating all remaining proceeds (which have not been applied in accordance with this clause prior to that date) to Available Income in respect of that Determination Date.

4 Acquisition of Mortgage Loans

4.1 Criteria for acquisition of Mortgage Loans

The Trust Manager must not direct the Trustee to acquire any Mortgage Loans unless:

- (a) the direction to the Trustee is accompanied by a copy of the Sale Deed which has attached to it a list of all Mortgage Loans to be acquired; and
- (b) the Trust Manager represents that the Mortgage Loans to be acquired by the Trustee satisfy the Eligibility Criteria on the Cut-Off Date.

4.2 Trust Manager representations and warranties

The Trust Manager represents and warrants to the Trustee that the matters set out below in respect of the Mortgage Loans and Related Securities referred to in clause 2.1 ("Offer to Sell") of the Sale Deed are correct on the Cut-Off Date and the Closing Date:

- (a) the Mortgage Loans and Related Securities are assignable and will be assigned to the Trust free from Encumbrance. All consents required in relation to the assignment of the Mortgage Loans and Related Securities have been obtained;
- (b) the Disposing Trustee is, and the Trustee will become on the Closing Date, the sole beneficial owner of the relevant Mortgage Loans and the Related Securities;
- (c) the Title Documents held by the Custodian or Approved Solicitor are the only documents necessary to enforce the provisions of the Mortgage Loans and the Related Securities;
- (d) there is no fraud, dishonesty, material misrepresentation or negligence on the part of the Trust Manager in connection with the selection of the Mortgage Loans or Related Securities;
- (e) the assignment of the Mortgage Loans and the Related Securities to the Trustee will not be held by a court to be an undervalue transfer, a fraudulent conveyance, or a voidable preference under any law relating to insolvency;
- (f) each Related Security that is required to be registered with, or stamped by, any Governmental Agency is either registered and stamped at the Closing Date or will be registered and stamped prior to the Outstanding Documents Date;
- (g) at the time each Mortgage Loan and each Related Security was entered into and as at the Closing Date, it had not received any notice of any insolvency, bankruptcy or liquidation of any relevant Obligor (except that if a Mortgage Loan is in arrears but complies with the Eligibility Criteria, the fact that it is in arrears is not in and of itself notice of insolvency) or any notice that any the relevant Obligor did not have the legal capacity to enter into the Related Security;

- (h) it is not aware of any circumstance or event that may materially and adversely affect the value or enforceability of any Mortgage Loan or Related Security;
- (i) it has selected the Mortgage Loans and Related Securities in good faith;
- (j) (in respect of the Closing Date only) to the extent that the assignment of the Mortgage Loans and the Related Securities by the Disposing Trustee to the Trustee in accordance with the Sale Deed is a security interest as defined in section 12(3)(a) of the PPSA, that security interest will be perfected for the purposes of the PPSA; and
- (k) (in respect of the Closing Date only) immediately following the assignment of the Mortgage Loans and the Related Securities by the Disposing Trustee to the Trustee in accordance with the Sale Deed, no such Mortgage Loan or Related Security will be subject to any right of rescission, set-off or counterclaim.

4.3 Title Perfection Event

If a Title Perfection Event occurs in respect of the Disposing Trustee, the Trust Manager will direct the Trustee to take the following action in respect of each Mortgage Loan (where legal title to such Mortgage Loan is held by the Disposing Trustee):

- (a) give notice to each relevant Obligor and any other relevant person of the assignment of the relevant Mortgage Loan to the Trustee; and
- (b) execute all such documents and do all such acts and things as the Trust Manager may reasonably require to assist the Trustee to protect or perfect the Trustee's interest in and title to the relevant Mortgage Loan.

5 Eligibility Criteria

5.1 Requirement to satisfy

The Trust Manager represents and warrants to the Trustee as at the Cut-Off Date that each Mortgage Loan referred to in clause 2.1(a) ("Offer to Sell") of the Sale Deed meets the Eligibility Criteria on the Cut-Off Date.

5.2 Eligibility Criteria

The Eligibility Criteria for each Mortgage Loan are as follows:

- (a) the Mortgage Loan is denominated and only payable in Australian dollars;
- (b) the Mortgage Loan conforms to one of the Prime Loan Products;
- (c) the Debtor is a natural person or a corporation domiciled in Australia;
- (d) the Property secured under the relevant Related Security is located in either New South Wales, Victoria, Queensland, South Australia, Western Australia, Tasmania, Northern Territory or the Australian Capital Territory;
- (e) the maximum term of the Mortgage Loan is 30 years from its settlement date and it matures at least 18 months prior to the Maturity Date for the Notes;

- (f) the Mortgage Loan is a legal, valid and binding obligation of the Obligor, enforceable in accordance with its terms against the Obligor;
- (g) the Outstanding Balance of the Mortgage Loan as at the Cut-Off Date does not exceed \$2,000,000;
- (h) the Current LVR of the Mortgage Loan as at the Cut-Off Date does not exceed 95%;
- (i) the Mortgage Loan requires either:
 - (i) monthly or fortnightly payments sufficient to pay interest and fully amortise principal over the term of the Mortgage Loan; or
 - (ii) monthly or fortnightly payments sufficient to pay interest only for an initial period not exceeding 5 years and then sufficient to pay interest and fully amortise principal over the remaining term of the Mortgage Loan;
- (j) the Mortgage Loan is secured by a valid and enforceable:
 - (i) first mortgage; or
 - (ii) second mortgage (where the Trustee holds the first mortgage and the first mortgage will also be an Asset of the Trust),

over real residential property (owner occupied or investment and includes vacant Property) which has either been registered or is in the process of being registered or immediately following settlement will be registered, and to the best of the Trust Manager's knowledge and belief, no other person has done anything to prevent registration;
- (k) there is no obligation to fund Redraws or Further Advances under the Mortgage Loan;
- (l) each Related Security that is required to be registered with, or stamped by, any Governmental Agency is or will be registered and stamped;
- (m) the Obligor has no right to convert from a variable rate to a fixed rate in respect of the Mortgage Loan;
- (n) there has not been, in respect of the Mortgage Loan (including their execution and entry), any failure to comply in any material respect with any applicable law (including, without limitation, the Consumer Credit Legislation);
- (o) the Mortgage Loan is not a construction loan;
- (p) at the time the Mortgage Loan and Related Security were entered into, the Mortgage Loan and the Related Security complied in all material respects with all applicable laws;
- (q) the Mortgage Loan and the Related Security were entered into in good faith;
- (r) payments of interest by the Obligor in respect of the Mortgage Loan are based on a variable rate of interest;
- (s) the Mortgage Loan was originated by the Originator in accordance with the Mortgage Origination Deed either directly or via a Sub-Originator

which has originated the Mortgage Loan in accordance with the relevant Sub-Origination Deed;

- (t) the Mortgage Loan was originated, underwritten, processed and settled in all material respects in accordance with the Credit Manual;
- (u) prior to making the initial advance to the relevant Obligor in relation to the Mortgage Loan, a Valuation of the Property the subject of the relevant Related Security was undertaken by or on behalf of the Disposing Trustee or the Originator (or any of their respective solicitors);
- (v) the Mortgage Loan is governed by the laws of a State or Territory of Australia;
- (w) the Trust Manager is not aware of any breach (except for arrears in the ordinary course of business) by the Obligor in relation to the Mortgage Loan of any of the material terms governing the Mortgage Loan or its Related Security;
- (x) to the best of the knowledge, information and belief of the Trust Manager, there was no fraud on the part of any person in connection with the origination of the Mortgage Loan;
- (y) to the best of the knowledge, information and belief of the Trust Manager, the Mortgage Loan is not the subject of any material dispute, litigation or claim which has a significant risk of being adversely determined or which calls into question the title, value or enforceability of the Mortgage Loan or the Related Security; and
- (z) at the time the Mortgage Loan was entered into, the Property the subject of the Related Security was insured under a General Insurance Policy.

5.3 Breach of representation

If at any time the Trustee notifies the Trust Manager that any representation and warranty given under clause 5.1 ("Requirement to satisfy") or any representation and warranty given under clause 4.2 ("Trust Manager representations and warranties") has been breached in respect of any Mortgage Loan or Related Security or the Trust Manager otherwise becomes aware of such breach (in which case it must advise the Trustee), then the Trust Manager must, on demand from the Trustee, pay to the Trustee the amount which is determined by the Trustee to be the Trustee's loss as a result of the breach of the representation and warranty and in respect of which a Rating Notification has been given.

Until the Trustee becomes actually aware that a representation and warranty given under clause 5.1 ("Requirement to satisfy") or any representation and warranty given under clause 4.2 ("Trust Manager representations and warranties") has been breached in respect of a Mortgage Loan or Related Security, the Trustee may assume that no such breach has occurred and need not enquire whether any such breach has occurred.

6 Further Advances and Fixed Interest Rates

If, in respect of a Mortgage Loan, the relevant Obligor requests:

- (a) that a Further Advance be provided in respect of that Mortgage Loan and the Servicer notifies the Trust Manager that it proposes to consent to the making of such Further Advance;

- (b) that the variable interest rate on that Mortgage Loan be converted to a fixed rate of interest and the Servicer notifies the Trust Manager that it proposes to consent to such conversion; or
- (c) that the Mortgage Loan be varied in any other way (including by the inclusion of any additional product feature with respect to the Mortgage Loan) where such variation would result in the Mortgage Loan ceasing to satisfy the Eligibility Criteria (were such Eligibility Criteria to be retested at that time) and the Servicer notifies the Trust Manager that it proposes to consent to such variation,

then the Trust Manager must (subject to clause 8.2 (“Conditions to sale of Mortgage Loans”) direct the Trustee to deliver a Reallocation Notice or Offer to Sell Back (as applicable) in respect of that Mortgage Loan in accordance with clause 15 (“Reallocation of assets”) of the Master Trust Deed or clause 3 (“Offer to Sell Back”) of the Sale Deed (as applicable) and the Servicer must not consent to the relevant request prior to that Mortgage Loan ceasing to be a Trust Asset.

7 Redraws

7.1 Servicer Advance

- (a) On a request by an Obligor for a Redraw, the Servicer may (but is not obliged to) apply its own funds towards funding that Redraw on behalf of the Trustee (a “**Servicer Advance**”).
- (b) Each Servicer Advance shall constitute a non-interest bearing loan from the Servicer to the Trustee.
- (c) On each Payment Date, the Trustee will repay so much of each Servicer Advance (which remains outstanding as at the immediately preceding Determination Date) as there are funds available for this purpose in accordance with clause 10 (“Cashflow Allocation Methodology”).
- (d) The Trustee may (if directed to do so by the Trust Manager) repay any Servicer Advance (in full or in part) on any day as a Collection Period Distribution in accordance with clause 10.1 (“Distributions made during a Collection Period”). The Trust Manager is not obliged to give any such direction under this paragraph.

7.2 Direction to fund Redraws

The Trust Manager must not direct the Trustee to fund a Redraw if there is insufficient Available Principal available to fund that Redraw, as determined by the Trust Manager in accordance with the Cashflow Allocation Methodology.

8 Sale of Mortgage Loans

8.1 Sale price

Subject to clause 8.2 (“Conditions to sale of Mortgage Loans”), the Trustee must from time to time, if so directed by the Trust Manager, sell its right, title and interest in and to a Mortgage Loan (including by way of Reallocation) for an amount at least equal to the then Outstanding Balance of such Mortgage Loan plus any accrued interest on such Mortgage Loan.

8.2 Conditions to sale of Mortgage Loans

The Trust Manager must not give a direction to the Trustee to sell the Mortgage Loans under clause 8.1 unless:

- (a) either:
 - (i) the proceeds of the sale together with any Collections held by the Trustee are sufficient to redeem all outstanding Notes in full on a Call Option Date and pay all other Secured Creditors in full and will be used for that purpose;
 - (ii) the sale is in respect of a Mortgage Loan for which the relevant Obligor has requested that the variable interest rate on that Mortgage Loan be converted to a fixed rate of interest and the Servicer notifies the Trust Manager that it proposes to consent to such conversion;
 - (iii) the sale is in respect of a Mortgage Loan for which the relevant Obligor has requested that a Further Advance be provided in respect of that Mortgage Loan and the Servicer has notified the Trust Manager that it proposes to consent to the making of such Further Advance; or
 - (iv) the sale is in respect of a Mortgage Loan for which the relevant Obligor has requested that a Redraw be provided in respect of that Mortgage Loan and:
 - (A) the Servicer has notified the Trust Manager that it proposes to consent to the making of such Redraw; and
 - (B) the Trust Manager has formed the view that the Available Principal that is available to fund that Redraw is less than the amount of such Redraw; and
- (b) such direction does not result in the breach of clause 9 (“Threshold Rate”).

8.3 Reliance

The Trustee may, unless it has actual knowledge to the contrary, rely absolutely and without any further investigation upon the direction given by the Trust Manager to the Trustee under this clause 8 (“Sale of Mortgage Loans”) and need not enquire whether the conditions in clause 8.2 (“Conditions to sale of Mortgage Loans”) have been met.

9 Threshold Rate

9.1 Calculation of Threshold Rate

The Trust Manager must calculate the Threshold Rate on each Payment Date, and must notify the Trustee and Servicer of that rate.

9.2 Setting Interest Rate on Mortgage Loans

The Trust Manager must direct the Servicer to reset or cause to be reset, and the Servicer must upon such direction reset or cause to reset, as soon as possible (having regard to Consumer Credit Legislation), the interest rates on any one or more Mortgage Loans such that the weighted average interest rate on all the

Mortgage Loans (expressed as a percentage rate per annum) is not less than the Threshold Rate.

10 Cashflow Allocation Methodology

10.1 Distributions made during a Collection Period

- (a) Subject to paragraph (b) below, prior to the occurrence of an Event of Default and enforcement of the General Security Agreement, the Trust Manager may, on any day during a Collection Period, other than a Payment Date, direct the Trustee to apply (and the Trustee must, on that direction, apply) all Collections, interest earned on Authorised Investments (other than any Authorised Investments purchased from Cash Collateral) and Other Income received during that Collection Period towards payment of any of the following amounts:
 - (i) to fund Redraws or repayments of any Servicer Advance; and
 - (ii) to pay Trust Expenses which are due and payable.
- (b) The Trust Manager must not direct the Trustee to make:
 - (i) a Collection Period Distribution from an amount that would constitute part of the Available Income for that Collection Period unless it is satisfied that there will be sufficient Total Available Income on the next Payment Date to make the Required Payments under clause 10.9 ("Application of Total Available Income (prior to an Event of Default)"); or
 - (ii) a Collection Period Distribution under clause 10.1(a)(i) ("Distributions made during a Collection Period"):
 - (A) if the aggregate of such payments would exceed the aggregate Available Principal received up to that point in time in respect of the Collection Period; and
 - (B) unless the Trust Manager is satisfied that there will be sufficient Total Available Principal on the next Payment Date to fund any required Principal Draw under clause 10.9 ("Application of Total Available Income (prior to an Event of Default)") on that Payment Date; or
 - (iii) a Collection Period Distribution under clause 10.1(a)(ii) ("Distributions made during a Collection Period"), if the aggregate of such Collection Period Distributions would exceed the aggregate Available Income received up to that point in time in respect of that Collection Period.

10.2 Available Principal

On each Determination Date in respect of the immediately preceding Collection Period and on any day as required for the purpose of clause 10.1 ("Distributions made during a Collection Period"), the Trust Manager will determine the Available Principal for that Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")).

The "**Available Principal**" will be calculated as:

- (a) the aggregate Collections in respect of that Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")); minus
- (b) all Finance Charge Collections received by, or on behalf of, the Trustee during that Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")); minus
- (c) the aggregate of all Collection Period Distributions to fund Redraws or repayments of Servicer Advances made under clause 10.1(a)(i) ("Distributions made during a Collection Period") during the Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")).

10.3 Available Income

On each Determination Date, in respect of the immediately preceding Collection Period and on any day as required for the purpose of clause 10.1 ("Distributions made during a Collection Period"), the Trust Manager will determine the Available Income for that Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")).

The "Available Income" will be equal to:

- (a) all Finance Charge Collections received by, or on behalf of, the Trustee during that Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")); plus
- (b) any interest earned on Authorised Investments (other than Authorised Investments purchased from Cash Collateral) for the relevant Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")); plus
- (c) the Other Income for the relevant Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")); plus
- (d) any proceeds of issuance of the Class L Notes allocated to Available Income in accordance with clause 3.6(b)(ii) ("Use of Note proceeds") on the relevant Determination Date; plus
- (e) (without double counting) any interest received by the Trustee in respect of the Yield Enhancement Reserve Account, the Amortisation Reserve Account and the Extraordinary Expense Reserve Account during that Collection Period (in the case of a Determination Date) or up to and including the prior Business Day (in the case of a calculation required for the purpose of clause 10.1 ("Distributions made during a Collection Period")); plus
- (f) any Extraordinary Expense Reserve Draw for the following Payment Date; minus

- (g) in the case of the first Determination Date only, the aggregate of any Finance Charge Collections received by, or on behalf of, the Trustee during that Collection Period, which have been applied on or prior to that Determination Date towards payment of any Accrued Interest Adjustment in accordance with clause 10.26 (“Accrued Interest Adjustment”).

10.4 Extraordinary Expense Reserve Draw

If, on any Determination Date, there are any Extraordinary Expenses in relation to the immediately preceding Collection Period, then the Trust Manager must direct the Trustee to withdraw an amount from the Extraordinary Expense Reserve Account (an “**Extraordinary Expense Reserve Draw**”) on the immediately following Payment Date equal to the lesser of:

- (a) the aggregate of such Extraordinary Expenses in relation to that immediately preceding Collection Period; and
- (b) the balance of the Extraordinary Expense Reserve Account on that Determination Date.

10.5 Yield Enhancement Reserve Draw

If, on any Determination Date, there is a Yield Shortfall, then the Trust Manager must direct the Trustee to make a drawing from the Yield Enhancement Reserve Account (a “**Yield Enhancement Reserve Draw**”) on the immediately following Payment Date equal to the lesser of:

- (a) the Yield Shortfall; and
- (b) the credit balance of the Yield Enhancement Reserve Account on that Determination Date.

10.6 Principal Draw

If, on any Determination Date, the Yield Shortfall exceeds the amount of the Yield Enhancement Reserve Draw (a “**Liquidity Shortfall**”), then the Trust Manager must direct the Trustee to apply an amount of Total Available Principal (a “**Principal Draw**”) in accordance with the application of Total Available Principal under clause 10.11 (“Application of Total Available Principal (prior to Event of Default)”) on the immediately following Payment Date equal to the lesser of:

- (a) the Liquidity Shortfall; and
- (b) the amount of Total Available Principal available for application for that purpose on that Payment Date in accordance with clause 10.11 (“Application of Total Available Principal (prior to Event of Default)”).

10.7 Liquidity Draw

If, on any Determination Date, the Liquidity Shortfall exceeds the amount of the Principal Draw (a “**Further Liquidity Shortfall**”), then the Trust Manager on behalf of the Trustee must request a drawing under the Liquidity Facility (a “**Liquidity Draw**”), equal to the lesser of:

- (a) that Further Liquidity Shortfall; and
- (b) the amount available to be drawn for that purpose on the immediately following Payment Date in accordance with the Liquidity Facility Agreement.

10.8 Determination of Total Available Income

On each Determination Date, the Trust Manager will determine the Total Available Income which will be equal to the aggregate of the following:

- (a) the Available Income for that Determination Date;
- (b) any Yield Enhancement Reserve Draw for that Determination Date;
- (c) any Principal Draw for that Determination Date; and
- (d) any Liquidity Draw for that Determination Date.

10.9 Application of Total Available Income (prior to an Event of Default)

On each Determination Date prior to the occurrence of an Event of Default and enforcement of the General Security Agreement, the Trust Manager must direct the Trustee to pay (and the Trustee must pay) on the immediately following Payment Date the following amounts out of the Total Available Income in respect of the immediately preceding Collection Period (in the following order of priority):

- (a) first, \$10 to each Participation Unitholder;
- (b) next, any Accrued Interest Adjustment (to the extent not already paid) payable to the Disposing Trustee in respect of the assignment of the Mortgage Loans to the Trust on the Closing Date;
- (c) next, 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);
- (d) next, *pari passu* and rateably:
 - (i) the Trustee's fees for that Collection Period;
 - (ii) the Security Trustee's fees for that Collection Period;
 - (iii) the Trust Expenses for that Collection Period which remain unreimbursed at that Payment Date;
 - (iv) the Servicer's fee for that Collection Period;
 - (v) the Trust Manager's fees for that Collection Period;
 - (vi) the Custodian's fees for that Collection Period; and
 - (vii) the Backup Servicer's fees for that Collection Period;

- (e) next, to the extent not paid previously, towards any interest and fees payable on or prior to that Payment Date to the Liquidity Facility Provider under the Liquidity Facility;
- (f) next, to the Liquidity Facility Provider, towards payment of all outstanding Liquidity Draws;
- (g) next, pari passu and rateably to the Class A1 Noteholders, towards payment of the Interest on the Class A1 Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest on the Class A1 Notes in respect of previous Interest Periods;
- (h) next, pari passu and rateably, to the Class A2 Noteholders, towards payment of the Interest on the Class A2 Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest on the Class A2 Notes in respect of previous Interest Periods;
- (i) next, pari passu and rateably to the Class B Noteholders, towards payment of the Interest on the Class B Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest on the Class B Notes in respect of previous Interest Periods;
- (j) next, pari passu and rateably to the Class C Noteholders, towards payment of the Interest on the Class C Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest on the Class C Notes in respect of previous Interest Periods;
- (k) next, pari passu and rateably to the Class D Noteholders, towards payment of the Interest on the Class D Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest on the Class D Notes in respect of previous Interest Periods;
- (l) next, pari passu and rateably to the Class E Noteholders, towards payment of the Interest on the Class E Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest on the Class E Notes in respect of previous Interest Periods;
- (m) next, pari passu and rateably to the Class F Noteholders, towards payment of the Interest on the Class F Notes for the Interest Period ending on (but excluding) that Payment Date and any unpaid Interest on the Class F Notes in respect of previous Interest Periods;
- (n) next, to be applied towards Total Available Principal, up to an amount equal to any unreimbursed Principal Draws;
- (o) next (in the following order of priority):
 - (i) first, to be applied towards Total Available Principal, up to an amount equal to any Losses in respect of that Collection Period; and
 - (ii) next, to be applied towards Total Available Principal, up to an amount equal to any Carryover Charge-Off (as calculated on the previous Determination Date) in respect of the Notes in accordance with clause 10.13 ("Re-instatement of Carryover Charge-Offs");
- (p) next, if the Yield Enhancement Test is satisfied in respect of that Payment Date, an amount equal to the Yield Enhancement Amount in respect of that Payment Date as a deposit to the Yield Enhancement Reserve Account;

- (q) next, if that Payment Date is:
 - (i) on or prior to the first Call Option Date and an Amortisation Reserve Trigger Event is subsisting, as a deposit to the Amortisation Reserve Account until the balance of the Amortisation Reserve Account equals the Amortisation Reserve Target Balance; or
 - (ii) after the first Call Option Date, to be applied towards Total Available Principal, up to an amount equal to the Overcollateralisation Amount in respect of that Payment Date;
- (r) next, as a deposit to the Extraordinary Expense Reserve Account until the balance of the Extraordinary Expense Reserve Account equals the Extraordinary Expense Reserve Target Balance;
- (s) next, pari passu and rateably:
 - (i) any other amounts payable on or prior to that Payment Date to the Liquidity Facility Provider under the Liquidity Facility Agreement to the extent not paid under clause 10.9(e) and clause 10.9(f); and
 - (ii) any indemnity amount payable on or prior to that Payment Date to the Dealer under clause 10.2 ("Indemnity by the Trust Manager") or clause 10.3 ("Indemnity by the Trustee") of the Dealer Agreement;
- (t) next, to retain in the Tax Account an amount equal to the Tax Shortfall (if any) for that Payment Date;
- (u) next, to retain in the Tax Account an amount equal to the Tax Amount (if any) for that Payment Date;
- (v) next, interest and prior unpaid interest to the Class G Notes in accordance with the Class G Note Supplemental Deed;
- (w) next, in payment of any amounts outstanding under the Extraordinary Expense Reserve Loan Agreement;
- (x) next, to reduce, pari passu and rateably, the Invested Amount of the Class L Notes until the Invested Amount of the Class L Notes is reduced to zero;
- (y) next, to pay any indemnity amount payable by the Trustee on or prior to that Payment Date under the Class G Note Supplemental Deed; and
- (z) last, to the Participation Unitholder by way of distribution of the remaining income of the Trust.

10.10 Determination of Total Available Principal

On each Determination Date, the Trust Manager will determine the Total Available Principal which will be equal to the aggregate of the following:

- (a) the Available Principal on that Determination Date in respect of the immediately preceding Collection Period;
- (b) (without double counting) any other amounts received by the Trustee in respect of the Trust Assets during the immediately preceding Collection

Period which are, in the reasonable opinion of the Trust Manager, in the nature of principal;

- (c) the amount (if any) to be applied from Total Available Income in accordance with clause 10.9(o)(i) (“Application of Total Available Income (prior to an Event of Default)”) on the immediately following Payment Date in respect of any Losses for the immediately preceding Collection Period;
- (d) the amount (if any) to be applied from Total Available Income in accordance with clause 10.9(o)(ii) (“Application of Total Available Income (prior to an Event of Default)”) on the immediately following Payment Date in respect of any Carryover Charge-Offs;
- (e) the amount (if any) to be applied from Total Available Income in accordance with clause 10.9(n) (“Application of Total Available Income (prior to an Event of Default)”) on the immediately following Payment Date in respect of the funding of any Principal Draws;
- (f) (in the case of the first Determination Date only) all proceeds received from the Authorised Investments (if any) acquired on the Closing Date in accordance with clause 3.6 (“Use of Note Proceeds”) (excluding any interest earned on such Authorised Investments) from any amount received by the Trustee upon the initial issue of Notes (excluding the Class L Notes) in excess of the purchase price of the Mortgage Loans;
- (g) any Amortisation Reserve Draw for that Determination Date; and
- (h) the amount (if any) to be applied from Total Available Income in accordance with clause 10.9(q)(ii) (“Application of Total Available Income (prior to an Event of Default)”) on the immediately following Payment Date in respect of any Overcollateralisation Amount for that Payment Date.

10.11 Application of Total Available Principal (prior to Event of Default)

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

- (a) first, to fund any Principal Draw required in accordance with clause 10.6 (“Principal Draw”);
- (b) next, to fund any Redraws or repayments of Servicer Advances in accordance with clause 7 (“Redraws”);
- (c) next:
 - (i) if the Stepdown Criteria are not satisfied on that Payment Date, in the following order of priority:
 - (A) first, to the Class A1-S Noteholders, until the Aggregate Invested Amount of the Class A1-S Notes has been reduced to zero;
 - (B) next, if the Payment Date is:
 - (aa) prior to the first Call Option Date, *pari passu* and rateably based on the Aggregate Stated

Amount outstanding of the relevant Classes of Notes:

- (i) to the Class A1-L Noteholders, until the Aggregate Invested Amount of the Class A1-L Notes is reduced to zero; and
 - (ii) to the Class A2 Noteholders, until the Aggregate Invested Amount of the Class A2 Notes has been reduced to zero;
 - (ab) on or after the first Call Option Date, to be paid in the following order of priority:
 - (i) to the Class A1-L Noteholders until the Aggregate Invested Amount of the Class A1-L Notes is reduced to zero; and
 - (ii) to the Class A2 Noteholders, until the Aggregate Invested Amount of the Class A2 Notes has been reduced to zero;
 - (C) next, to the Class B Noteholders, until the Aggregate Invested Amount of the Class B Notes has been reduced to zero;
 - (D) next, to the Class C Noteholders, until the Aggregate Invested Amount of the Class C Notes has been reduced to zero;
 - (E) next, to the Class D Noteholders, until the Aggregate Invested Amount of the Class D Notes has been reduced to zero;
 - (F) next, to the Class E Noteholders, until the Aggregate Invested Amount of the Class E Notes has been reduced to zero; and
 - (G) next, to the Class F Noteholders, until the Aggregate Invested Amount of the Class F Notes has been reduced to zero;
 - (H) next, to the Class G Noteholders, until the Aggregate Invested Amount of the Class G Notes has been reduced to zero, in accordance with the Class G Note Supplemental Deed;
- (ii) if the Stepdown Criteria are satisfied on that Payment Date, in the following order of priority:
- (A) an amount equal to the Class A1-L Note Principal Allocation in respect of that Payment Date, to be applied to the Class A1-L Noteholders, until the Aggregate Invested Amount of the Class A1-L Notes has been reduced to zero; and

- (B) an amount equal to the Class A2 Note Principal Allocation in respect of that Payment Date, to be applied to the Class A2 Noteholders, until the Aggregate Invested Amount of the Class A2 Notes has been reduced to zero; and
 - (C) an amount equal to the Class B Note Principal Allocation in respect of that Payment Date, to be applied to the Class B Noteholders, until the Aggregate Invested Amount of the Class B Notes has been reduced to zero;
 - (D) an amount equal to the Class C Note Principal Allocation in respect of that Payment Date, to be applied to the Class C Noteholders, until the Aggregate Invested Amount of the Class C Notes has been reduced to zero;
 - (E) an amount equal to the Class D Note Principal Allocation in respect of that Payment Date, to be applied to the Class D Noteholders, until the Aggregate Invested Amount of the Class D Notes has been reduced to zero;
 - (F) an amount equal to the Class E Note Principal Allocation in respect of that Payment Date, to be applied to the Class E Noteholders, until the Aggregate Invested Amount of the Class E Notes has been reduced to zero; and
 - (G) an amount equal to the Class F Note Principal Allocation in respect of that Payment Date, to be applied to the Class F Noteholders, until the Aggregate Invested Amount of the Class F Notes has been reduced to zero; and
 - (H) an amount equal to the Class G Note Principal Allocation in respect of that Payment Date, to be applied as the Turbo Principal Allocation under clause 10.15 (“Distribution of Turbo Principal Allocation”); and
- (d) next, as to any surplus, to the Participation Unitholder.

10.12 Allocation of Charge-Offs

On each Determination Date the Trust Manager must determine if there is a Charge-Off in respect of that Determination Date and must allocate any such Charge-Off on the immediately following Payment Date in the following order:

- (a) first, to reduce the balance of the Amortisation Amount Ledger until the balance of the Amortisation Amount Ledger reaches zero;
- (b) next, to reduce the balance of the Yield Enhancement Ledger until the balance of the Yield Enhancement Ledger reaches zero;
- (c) next, to reduce the balance of the Overcollateralisation Ledger until the balance of the Overcollateralisation Ledger reaches zero;
- (d) next, to reduce the Aggregate Stated Amount of the Class G Notes until the Aggregate Stated Amount of the Class G Notes reaches zero (such reduction to be applied amongst such Class G Notes *pari passu* and rateably);

- (e) next, to reduce the Aggregate Stated Amount of the Class F Notes until the Aggregate Stated Amount of the Class F Notes reaches zero (such reduction to be applied amongst such Class F Notes pari passu and rateably);
- (f) next, to reduce the Aggregate Stated Amount of the Class E Notes until the Aggregate Stated Amount of the Class E Notes reaches zero (such reduction to be applied amongst such Class E Notes pari passu and rateably);
- (g) next, to reduce the Aggregate Stated Amount of the Class D Notes until the Aggregate Stated Amount of the Class D Notes reaches zero (such reduction to be applied amongst such Class D Notes pari passu and rateably);
- (h) next, to reduce the Aggregate Stated Amount of the Class C Notes until the Aggregate Stated Amount of the Class C Notes reaches zero (such reduction to be applied amongst such Class C Notes pari passu and rateably);
- (i) next, to reduce the Aggregate Stated Amount of the Class B Notes until the Aggregate Stated Amount of the Class B Notes reaches zero (such reduction to be applied amongst such Class B Notes pari passu and rateably);
- (j) next, to reduce the Aggregate Stated Amount of the Class A2 Notes until the Aggregate Stated Amount of the Class A2 Notes reaches zero (such reduction to be applied amongst such Class A2 Notes pari passu and rateably); and
- (k) next, to reduce the Aggregate Stated Amount of the Class A1 Notes until the Aggregate Stated Amount of the Class A1 Notes reaches zero (such reduction to be applied amongst such Class A1 Notes pari passu and rateably).

10.13 Re-instatement of Carryover Charge-Offs

To the extent that on any Payment Date amounts are available for allocation under clause 10.9(o)(ii) (“Application of Total Available Income (prior to an Event of Default)”), then an amount equal to these amounts shall be applied on that Payment Date to reinstate respectively:

- (a) first, the Aggregate Stated Amount of the Class A1 Notes until it reaches the Aggregate Invested Amount of the Class A1 Notes (such reinstatement to be applied amongst such Class A1 Notes pari passu and rateably);
- (b) next, the Aggregate Stated Amount of the Class A2 Notes until it reaches the Aggregate Invested Amount of the Class A2 Notes (such reinstatement to be applied amongst such Class A2 Notes pari passu and rateably);
- (c) next, the Aggregate Stated Amount of the Class B Notes until it reaches the Aggregate Invested Amount of the Class B Notes (such reinstatement to be applied amongst such Class B Notes pari passu and rateably);
- (d) next, the Aggregate Stated Amount of the Class C Notes until it reaches the Aggregate Invested Amount of the Class C Notes (such reinstatement to be applied amongst such Class C Notes pari passu and rateably);

- (e) next, the Aggregate Stated Amount of the Class D Notes until it reaches the Aggregate Invested Amount of the Class D Notes (such reinstatement to be applied amongst such Class D Notes pari passu and rateably);
- (f) next, the Aggregate Stated Amount of the Class E Notes until it reaches the Aggregate Invested Amount of the Class E Notes (such reinstatement to be applied amongst such Class E Notes pari passu and rateably);
- (g) next, the Aggregate Stated Amount of the Class F Notes until it reaches the Aggregate Invested Amount of the Class F Notes (such reinstatement to be applied amongst such Class F Notes pari passu and rateably); and
- (h) next, the Aggregate Stated Amount of the Class G Notes until it reaches the Aggregate Invested Amount of the Class G Notes (such reinstatement to be applied amongst such Class G Notes pari passu and rateably).

10.14 Stepdown Criteria

The Stepdown Criteria will be satisfied on a Payment Date if:

- (a) that Payment Date falls:
 - (i) on or after the second anniversary of the Closing Date; and
 - (ii) prior to the first Call Option Date;
- (b) the Subordinated Note Percentage (Class A2) as at the Determination Date immediately preceding that Payment Date is equal to or greater than 16%;
- (c) the Average Arrears Ratio on the Determination Date immediately preceding that Payment Date does not exceed 4%;
- (d) there are no unreimbursed Charge-Offs in respect of any Class of Notes as at the Determination Date immediately preceding that Payment Date; and
- (e) there are no Class A1-S Notes outstanding.

10.15 Distribution of Turbo Principal Allocation

On each Determination Date prior to the occurrence of an Event of Default and enforcement of the General Security Agreement, the Trust Manager must direct the Trustee to pay (and the Trustee must pay) on the next Payment Date the Turbo Principal Allocation (if any) in respect of that Determination Date, after the application of the Total Available Principal under clause 10.11 ("Application of Total Available Principal (prior to an Event of Default)"), in the following order of priority:

- (a) first, to the Class F Noteholders, until the Aggregate Invested Amount of the Class F Notes is reduced to zero;
- (b) next, to the Class E Noteholders, until the Aggregate Invested Amount of the Class E Notes is reduced to zero;
- (c) next, to the Class D Noteholders, until the Aggregate Invested Amount of the Class D Notes is reduced to zero;

- (d) next, to the Class C Noteholders, until the Aggregate Invested Amount of the Class C Notes is reduced to zero;
- (e) next, to the Class B Noteholders, until the Aggregate Invested Amount of the Class B Notes is reduced to zero;
- (f) next, to the Class A2 Noteholders, until the Aggregate Invested Amount of the Class A2 Notes is reduced to zero;
- (g) next, the Class A1-L Noteholders, until the Aggregate Invested Amount of the Class A1-L Notes is reduced to zero; and
- (h) to the Class G Noteholders, until the Aggregate Invested Amount of the Class G Notes is reduced to zero, in accordance with the Class G Note Supplemental Deed.

10.16 Distribution of Yield Enhancement Reserve Account

On the first Determination Date following the date on which the Aggregate Invested Amount of the Class A Notes is reduced to zero, if no Event of Default has occurred resulting in the enforcement of the General Security Agreement, the Trust Manager must direct the Trustee to pay (and the Trustee must pay) on the next Payment Date, after application of the Total Available Principal under clause 10.11 (“Application of Total Available Principal (prior to an Event of Default)”) and application of the Turbo Principal Allocation under clause 10.15 (“Distribution of Turbo Principal Allocation”) and after making any Yield Enhancement Reserve Draws on that Payment Date under clause 10.5 (“Yield Enhancement Reserve Draw”), the balance of the Yield Enhancement Reserve Account in the following order of priority:

- (a) first, to the Class F Noteholders, until the Aggregate Stated Amount of the Class F Notes is reduced to zero;
- (b) next, to the Class E Noteholders, until the Aggregate Stated Amount of the Class E Notes is reduced to zero;
- (c) next, to the Class D Noteholders, until the Aggregate Stated Amount of the Class D Notes is reduced to zero;
- (d) next, to the Class C Noteholders, until the Aggregate Stated Amount of the Class C Notes is reduced to zero;
- (e) next, to the Class B Noteholders, until the Aggregate Stated Amount of the Class B Notes is reduced to zero; and
- (f) next, any remaining amounts to the Participation Unitholder.

10.17 Distribution of Amortisation Reserve Account

On the Determination Date immediately preceding the first Call Option Date, if no Event of Default has occurred resulting in the enforcement of the General Security Agreement, the Trust Manager must direct the Trustee to pay (and the Trustee must pay) on that Call Option Date, after application of the Total Available Principal under clause 10.11 (“Application of Total Available Principal (prior to an Event of Default)”), the balance of the Amortisation Reserve Account in the following order of priority:

- (a) first, to the Class F Noteholders, until the Aggregate Stated Amount of the Class F Notes is reduced to zero;

- (b) next, to the Class E Noteholders, until the Aggregate Stated Amount of the Class E Notes is reduced to zero;
- (c) next, to the Class D Noteholders, until the Aggregate Stated Amount of the Class D Notes is reduced to zero;
- (d) next, to the Class C Noteholders, until the Aggregate Stated Amount of the Class C Notes is reduced to zero;
- (e) next, to the Class B Noteholders, until the Aggregate Stated Amount of the Class B Notes is reduced to zero;
- (f) next, to the Class A2 Noteholders, until the Aggregate Stated Amount of the Class A2 Notes is reduced to zero;
- (g) next, pari passu and rateably to:
 - (i) the Class A1-S Noteholders, until the Aggregate Stated Amount of the Class A1-S Notes is reduced to zero; and
 - (ii) the Class A1-L Noteholders, until the Aggregate Stated Amount of the Class A1-L Notes is reduced to zero; and
- (h) next, any remaining amounts to the Participation Unitholder.

10.18 Application of proceeds following an Event of Default and enforcement of the General Security Agreement

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

- (a) first, to any person with a prior ranking Encumbrance (of which the Security Trustee is aware) to the extent of the claim under that Encumbrance;
- (b) next, to itself for its fees, costs and any liabilities, losses, costs, claims, expenses, actions, indemnity payments, damages, demands, charges, stamp duties and other taxes and other amounts owing to the Security Trustee (including all Secured Moneys) due to it for its own account in connection with its role as security trustee in relation to the Trust and any other outgoings and liabilities that the Security Trustee has incurred under or in respect of a Transaction Document;
- (c) to pay all fees and any liabilities, losses, costs, claims, expenses, actions, indemnity payments, damages, demands, charges, stamp duties and other taxes owing to the Trustee and any other outgoings and liabilities that the Trustee has incurred under or in respect of a Transaction Document;
- (d) next, to any Receiver appointed to the Collateral for its costs and remuneration in connection with exercising, enforcing or preserving rights (or considering doing so) in connection with the Transaction Documents;
- (e) next, pari passu and rateably to pay:
 - (i) the Backup Servicer for its fees and all other Secured Moneys owing to it; and

- (ii) the Custodian for its fees and all other Secured Moneys owing to it;
- (f) next, pari passu and rateably to pay:
 - (i) the Servicer for its fees and all other Secured Moneys owing to it; and
 - (ii) the Trust Manager for its fees and all other Secured Moneys owing to it;
- (g) next, to pay all Secured Moneys owing to the Liquidity Facility Provider; and
- (h) next, to pay pari passu and rateably, all Secured Moneys owing to the Class A1 Noteholders;
- (i) next, to pay pari passu and rateably, all Secured Moneys owing to the Class A2 Noteholders;
- (j) next, to pay pari passu and rateably all Secured Moneys owing to the Class B Noteholders;
- (k) next, to pay pari passu and rateably all Secured Moneys owing to the Class C Noteholders;
- (l) next, to pay pari passu and rateably all Secured Moneys owing to the Class D Noteholders;
- (m) next, to pay pari passu and rateably all Secured Moneys owing to the Class E Noteholders;
- (n) next, to pay pari passu and rateably all Secured Moneys owing to the Class F Noteholders;
- (o) next, to pay pari passu and rateably all Secured Moneys owing to the Class G Noteholders in accordance with the Class G Note Supplemental Deed;
- (p) next, to pay pari passu and rateably all Secured Moneys owing to the Class L Noteholders;
- (q) next, to pay pari passu and rateably, all Secured Money owing to the Secured Creditors to the extent not paid under the preceding paragraphs; and
- (r) next, to pay any surplus to the Trustee to be distributed in accordance with the terms of the Master Trust Deed.

10.19 Cash Collateral

The proceeds of any Cash Collateral will not be treated as Collateral available for distribution in accordance with clause 10.18 ("Application of proceeds following an Event of Default").

Following an Event of Default and enforcement of the General Security Agreement, any such Cash Collateral shall be returned to the Liquidity Facility Provider.

For the avoidance of doubt, Cash Collateral does not form part of Total Available Principal.

10.20 Amortisation Reserve Account

- (a) On or prior to the Closing Date, the Trustee (at the direction of the Trust Manager) must establish the Amortisation Reserve Account with an Eligible Bank.
- (b) If, on any Determination Date, there is a Loss Shortfall, the Trust Manager must direct the Trustee to make a drawing from the Amortisation Reserve Account (a “**Amortisation Reserve Draw**”) on the immediately following Payment Date in an amount equal to the lesser of:
 - (i) the Loss Shortfall; and
 - (ii) the credit balance of the Amortisation Reserve Account on that Determination Date.
- (c) If the Trustee becomes aware that the Bank with which the Amortisation Reserve Account is maintained is no longer an Eligible Bank, the Trustee must immediately establish a new Amortisation Reserve Account with an Eligible Bank and transfer the funds standing to the credit of the old Amortisation Reserve Account to the new Amortisation Reserve Account.
- (d) Amounts will only be released from the Amortisation Reserve Account by the Trustee or the Trust Manager (on behalf of the Trustee):
 - (i) on a Payment Date, for the purposes of making an Amortisation Reserve Draw in accordance with paragraph (b) above;
 - (ii) to transfer the balance to a new Amortisation Reserve Account in accordance with paragraph (c) above; and
 - (iii) on the first Call Option Date, for application under clause 10.17 (“Distribution of Amortisation Reserve Account”).
- (e) For the avoidance of doubt, any amount of interest credited to the balance of the Amortisation Reserve Account during a Collection Period will form part of Available Income in respect of that Collection Period.

10.21 Extraordinary Expense Reserve Account

- (a) On or prior to the Closing Date, the Extraordinary Expense Reserve Loan Provider must deposit an amount equal to the Extraordinary Expense Reserve Target Balance into the Extraordinary Expense Reserve Account.
- (b) If the Trustee becomes aware that the Bank with which the Extraordinary Expense Reserve Account is maintained is no longer an Eligible Bank, the Trustee must immediately establish a new interest bearing Extraordinary Expense Reserve Account with an Eligible Bank and transfer the funds standing to the credit of the old Extraordinary Expense Reserve Account to the new Extraordinary Expense Reserve Account.
- (c) Amounts will only be released from the Extraordinary Expense Reserve Account by the Trustee or the Trust Manager (on behalf of the Trustee):
 - (i) on a Payment Date for the purpose of making an Extraordinary Expense Reserve Draw in accordance with clause 10.4 (“Extraordinary Expense Reserve Draw”);

- (ii) to transfer the balance to a new Extraordinary Expense Reserve Account in accordance with paragraph (b);
- (iii) once the Notes have been repaid in full or all amounts available for that purpose in accordance with the Transaction Documents have been exhausted:
 - (A) first, to the Extraordinary Expense Reserve Loan Provider (to the extent that they have not already been paid under clause 10.9(w) (“Application of Total Available Income (prior to an Event of Default)”)); and
 - (B) second, any remaining proceeds to the Participation Unitholder.
- (d) The balance of the Extraordinary Expense Reserve Account will not be treated as Collateral available for distribution by the Security Trustee in accordance with clause 10.18 (“Application of proceeds following an Event of Default”).

10.22 Yield Enhancement Reserve Account

- (a) On or prior to the Closing Date the Trustee (at the direction of the Trust Manager) must establish the Yield Enhancement Reserve Account with an Eligible Bank.
- (b) If the Trustee becomes aware that the Bank with which the Yield Enhancement Reserve Account is maintained is no longer an Eligible Bank, the Trustee must immediately establish a new interest bearing Yield Enhancement Reserve Account with an Eligible Bank and transfer the funds standing to the credit of the old Yield Enhancement Reserve Account to the new Yield Enhancement Reserve Account.
- (c) Amounts will only be released from the Yield Enhancement Reserve Account by the Trustee or the Trust Manager (on behalf of the Trustee):
 - (i) on a Payment Date for the purpose of making a Yield Enhancement Reserve Draw in accordance with clause 10.5 (“Yield Enhancement Reserve Draw”);
 - (ii) to transfer the balance to a new Yield Enhancement Reserve Account in accordance with paragraph (b); or
 - (iii) on the first Payment Date following the date on which the Aggregate Invested Amount of the Class A Notes has been reduced to zero, for application under clause 10.16 (“Distribution of Yield Enhancement Reserve Account”).
- (d) For the avoidance of doubt, any amount of interest credited to the balance of the Yield Enhancement Reserve Account during a Collection Period will form part of Available Income in respect of that Collection Period.

10.23 Amortisation Amount Ledger

The Trust Manager will keep a ledger account (the “**Amortisation Amount Ledger**”), which will record on each Payment Date:

- (a) as a credit, the amount (if any) applied from the Amortisation Reserve Account on the first Call Option Date in accordance with clause 10.17 (“Distribution of Amortisation Reserve Account”);

- (b) as debits, the amount of any Charge-Offs allocated to reduce the Amortisation Amount Ledger in accordance with clause 10.12(a) (“Allocation of Charge-Offs”) on that Payment Date.

10.24 Yield Enhancement Ledger

The Trust Manager will keep a ledger account (the “**Yield Enhancement Ledger**”) which will record on each Payment Date:

- (a) as a credit, the amount (if any) applied from the Yield Enhancement Reserve Account on the first Payment Date following the date on which the Aggregate Invested Amount of the Class A Notes has been reduced to zero, in accordance with clause 10.16 (“Distribution of Yield Enhancement Reserve Account”);
- (b) as debits, the amount of any Charge-Offs allocated to reduce the Yield Enhancement Ledger in accordance with clause 10.12(b) (“Allocation of Charge-Offs”).

10.25 Overcollateralisation Ledger

The Trust Manager will keep a ledger account (the “**Overcollateralisation Ledger**”), which will record on each Payment Date:

- (a) as credits, all sums paid under clause 10.9(q)(ii) (“Application of Total Available Income (prior to an Event of Default)”) on that Payment Date; and
- (b) as debits, the amount of any Charge-Offs allocated to reduce the Overcollateralisation Ledger in accordance with clause 10.12(c) (“Allocation of Charge-Offs”) on that Payment Date.

10.26 Accrued Interest Adjustment

In respect of the first Collection Period only, the Trust Manager may, on any day during the period from (and including) the start of that Collection Period to (and including) the Determination Date immediately following the end of that Collection Period, direct the Trustee to apply (and the Trustee must apply on that direction) any Finance Charge Collections received during that Collection Period towards payment of any Accrued Interest Adjustment (to the extent not already paid) payable to the Disposing Trustee in respect of the transfer of the Mortgage Loans and Related Securities to the Trust. The Trust Manager will only give such a direction to the Trustee to the extent the proceeds of the issue of the Class L Notes are insufficient to pay the Accrued Interest Adjustment in full.

11 Events of Default

11.1 Events of Default

Each of the following is an Event of Default in respect of the Trust:

- (a) **(non-payment)** the Trustee does not pay any amount payable by it in respect of the Senior Obligations on time and in the manner required under the Transaction Documents unless, in the case of a failure to pay on time, the Trustee pays the amount within 3 Business Days of the due date; or

- (b) **(non-compliance with other obligations)** the Trustee:
 - (i) does not comply with any other obligation relating to the Trust under any Transaction Document where such non-compliance will have a Material Adverse Payment Effect; and
 - (ii) if the Trust Manager determines that the non-compliance can be remedied, does not remedy the non-compliance within 20 Business Days;
- (c) **(Insolvency)** the Trustee becomes Insolvent (unless the event which causes it to become Insolvent only affects assets or liabilities of the Trustee which do not relate to the Trust and the Trustee is replaced in accordance with the Master Trust Deed within 60 days of becoming Insolvent);
- (d) **(voidable Transaction Document)** a Transaction Document, or a transaction in connection with it, is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable or does not have (or is claimed not to have) the priority the Security Trustee intended it to have, where such event will have a Material Adverse Payment Effect (“claimed” in this clause 11.1(d) means claimed by the Trustee or anyone on its behalf);
- (e) **(non-exercise of indemnity)** 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 Trust Assets to satisfy any liability to a Secured Creditor and the circumstances are not rectified to the reasonable satisfaction of the Security Trustee within 30 days of the Security Trustee requiring the Trustee in writing to rectify them;
- (f) **(encumbrance)** the General Security Agreement (or the security interest created under the General Security Agreement) is not or ceases to be valid and enforceable or the Trustee breaches the terms in clause 4.1 (“Restricted dealings with any of the Collateral”) of the General Security Agreement where such breach will have a material and adverse effect on the amount or timing of any payment to a Secured Creditor (other than a Class L Noteholder) or a material and adverse effect on the rights of the Secured Creditors under the Transaction Documents; or
- (g) **(improperly established)** the Trust is found, or conceded, to be improperly established.

11.2 Interpretation

For the purposes of clause 11.1(f) (“Events of Default”) only, the words “allow to exist” in clause 4.1 (“Restricted dealings with any of the Collateral”) of the General Security Agreement shall be interpreted as allowing an Encumbrance to exist for a period of time of more than 10 Business Days following the Trustee becoming aware of the creation or existence of such Encumbrance.

12 Determinations by Trust Manager

12.1 Determinations to be made

On each Determination Date, the Trust Manager will, in respect of the Collection Period ending immediately prior to that Determination Date, determine or otherwise ascertain:

- (a) the Available Income;

- (b) the Total Available Income;
- (c) the Other Income;
- (d) the Required Payments;
- (e) the Yield Shortfall, if any;
- (f) the Liquidity Shortfall, if any;
- (g) the Further Liquidity Shortfall, if any,
- (h) the Principal Draw, if any;
- (i) the Liquidity Draw, if any;
- (j) the Trust Expenses;
- (k) the Extraordinary Expenses, if any;
- (l) the Extraordinary Expense Reserve Draw, if any;
- (m) the amount to be allocated to the Amortisation Amount Ledger, if any;
- (n) the amount to be allocated to the Yield Enhancement Ledger, if any;
- (o) the amount to be allocated to the Overcollateralisation Ledger, if any;
- (p) the Collections;
- (q) the Collection Period Distributions, if any;
- (r) the Finance Charge Collections;
- (s) the Available Principal;
- (t) the Total Available Principal;
- (u) the Invested Amount of each Note and the Aggregate Invested Amount of each Class of Notes;
- (v) the Stated Amount of each Note and the Aggregate Stated Amount of each Class of Notes;
- (w) the Losses for the relevant Collection Period;
- (x) the Charge-Offs and Carryover Charge-Off, if any;
- (y) the Threshold Rate;
- (z) the Tax Shortfall (if any);
- (aa) the Tax Amount (if any);
- (bb) the Arrears Ratio;
- (cc) the Average Arrears Ratio; and
- (dd) any other amounts which the Trust Manager is required to determine in accordance with this deed.

12.2 Notifications and instructions to Trustee

The Trust Manager must:

- (a) notify the Trustee of each of the amounts calculated by it in clause 12.1 (“Determinations to be made”); and
- (b) instruct the Trustee as to the payments to be made by the Trustee on the relevant Payment Date in accordance with clause 10 (“Cashflow Allocation Methodology”).

12.3 Reliance on Trust Manager’s calculations and instructions

Without limiting any provision contained in the Master Trust Deed, the Trustee may rely upon the Trust Manager’s calculations and instructions without further enquiry.

13 Fees

13.1 Trust Manager’s fee

The Trust Manager is entitled to a fee for performing its functions and duties in respect of the Trust in an amount and calculated in such manner as may be agreed between the Trustee and the Trust Manager from time to time. Any increase to that fee must not be agreed unless a Rating Notification has been provided in respect of the increase.

13.2 Servicer’s fee

The Servicer is entitled to a fee for performing its functions and duties in respect of the Trust in an amount and calculated in such manner as may be agreed between the Trustee and the Servicer from time to time. Any increase to that fee must not be agreed unless a Rating Notification has been provided in respect of the increase.

13.3 Trustee’s fee

The Trustee is entitled to a fee for performing its functions and duties in respect of the Trust in an amount and calculated in such manner as may be agreed between the Trustee and the Trust Manager from time to time. Any increase to that fee must not be agreed until a Rating Notification has been provided in respect of the increase.

13.4 Security Trustee’s fee

The Security Trustee is entitled to a fee for performing its functions and duties in respect of the Security Trust in an amount and calculated in such manner as may be agreed between the Security Trustee and the Trust Manager from time to time. Any increase to that fee must not be agreed until a Rating Notification has been provided in respect of the increase.

13.5 Custodian’s Fee

The Custodian is entitled to a fee for performing its functions and duties in respect of the Trust in an amount and calculated in such manner as may be agreed between the Trustee, the Trust Manager and the Custodian from time to time. Any increase to that fee must not be agreed until a Rating Notification has been provided in respect of the increase.

13.6 Backup Servicer's Fee

The Backup Servicer is entitled to a fee for performing its functions and duties in respect of the Trust in an amount and calculated in such manner as may be agreed between the Trustee and the Backup Servicer from time to time. Any increase to that fee must not be agreed until a Rating Notification has been provided in respect of the increase.

14 Tax Consolidation

14.1 Acknowledgement

Each party to this deed acknowledges that where:

- (a) Pepper is the holder of all of the issued Units in the Trust, the Trust will be a member of a consolidated group for the purposes of Part 3-90 of the Tax Act in respect of which Pepper is the head company ("**Pepper Consolidated Group**"); or
- (b) the Trust is a member of a consolidated group for the purposes of Part 3-90 of the Tax Act ("**Consolidated Group**"),

the Trustee could be liable for all, or a share, of a tax-related liability in relation to the members of the Pepper Consolidated Group or that Consolidated Group (as the case may be) ("**Group Tax Liability**") if:

- (i) the head company of the Pepper Consolidated Group or that Consolidated Group (as the case may be) does not pay or otherwise discharge in full that Group Tax Liability by the time it becomes due and payable; and
 - (ii) that Group Tax Liability is not covered by a tax sharing agreement which complies with the requirements set out in Part 3-90 of the Tax Act and any regulations and is in accordance with any guidelines published by the Commissioner of Taxation concerning what is a reasonable allocation of group tax liabilities of a consolidated tax group among certain members of that group, or is otherwise accepted by the Commissioner of Taxation as being such a reasonable allocation ("**Tax Sharing Agreement**"); and
- (c) it is in the interest of all parties, including the Trustee, any other Secured Creditors and any Unitholder, that:
- (i) the Trustee will always be in a position to pay any liability in relation to a Group Tax Liability when due; and
 - (ii) the payment of Tax by the Trustee must not affect the amounts payable under this deed or any other Transaction Document or the timing of such payments,

together, being the "**Objective**".

14.2 Tax Sharing Agreement

- (a) The Trustee of the Trust agrees to accede to the Tax Sharing Agreement of the Pepper Consolidated Group ("**Pepper Tax Sharing Agreement**") by executing a Deed of Adherence substantially in the form contained in Schedule 2 to the Pepper Tax Sharing Agreement immediately on it becoming a member of the Pepper Consolidated Group.

- (b) In respect of any period in which the Trust is a member of the Pepper Consolidated Group, Pepper, as head company of the Pepper Consolidated Group agrees to:
- (i) ensure that the Group Tax Liabilities of the Pepper Consolidated Group are covered by the Pepper Tax Sharing Agreement;
 - (ii) procure a legal opinion confirming that the Pepper Tax Sharing Agreement is a valid Tax Sharing Agreement;
 - (iii) upon the written request of the Trustee or Trust Manager, provide evidence of the Pepper Tax Sharing Agreement being in place and deliver an up to date copy of same to the person requesting it;
 - (iv) not alter, amend, replace or grant a waiver under the Pepper Tax Sharing Agreement without the prior written consent of the Trustee and the Trust Manager;
 - (v) not acquire or dispose of an interest in any entity (including any corporation or trust) if that acquisition or disposal would have the effect that the entity would become or cease to be a member of the Pepper Consolidated Group unless:
 - (A) in the case of an entity becoming a member of the Pepper Consolidated Group, that new member becomes a party to the Pepper Tax Sharing Agreement; and
 - (B) the Trustee and the Trust Manager are given 10 Business Days prior written notice of the cessation or membership.

(c) Where the Trust is a member of:

- (i) the Pepper Consolidated Group, and if Pepper, as head company of the Pepper Consolidated Group, does not at any time when requested provide evidence to the satisfaction of the Trustee and the Trust Manager (who may rely upon the advice of tax lawyers, amongst others) that the Group Tax Liabilities of the Pepper Consolidated Group are covered by the Pepper Tax Sharing Agreement which apportions those Group Tax Liabilities to the Trustee on a basis acceptable to the Trustee, which should be nil (and the Trustee acknowledges that a nil allocation of the Group Tax Liabilities may be acceptable to it); or
- (ii) a Consolidated Group, and if the Head Company of any Consolidated Group (other than the Pepper Consolidated Group) of which the Trust becomes a member does not at the time the Trust becomes a member of that Consolidated Group, or at any subsequent time, provide evidence to the satisfaction of the Trustee that the Group Tax Liabilities of the Consolidated Group are covered by a Tax Sharing Agreement which apportions those Group Tax Liabilities on a basis acceptable to the Trustee (and the Trustee acknowledges that a nil allocation of group tax liabilities may be acceptable to it),

then:

- (iii) the Trust Manager shall direct the Trustee to, as soon as is practicable, take steps to ensure that the Trust ceases to be a

member of the Pepper Consolidated Group or the Consolidated Group (as applicable);

- (iv) the Trust Manager shall promptly consult with the Trustee to determine what changes, if any, are necessary to the cashflow methodology in clause 10 (“Cashflow Allocation Methodology”) of this deed to achieve the Objective; and
 - (v) within one month of such consultations commencing (or such longer time as the Trustee may permit) the Trust Manager shall provide a written recommendation to the Trustee and use its best endeavours to provide a draft deed (“**Consolidations Amending Deed**”) amending this deed that, if executed, will achieve the Objective.
- (d) Upon the Trustee being notified that the draft deed amending this deed will achieve the Objective (and in this regard the Trustee may rely upon advice of tax lawyers, amongst others) and each of the parties to this deed being reasonably satisfied that it will not be adversely affected by the proposed amendments to this deed, each party to this deed agrees to execute that amendment deed.
- (e) If the Trust Manager and the Trustee cannot agree:
- (i) to amend this deed; or
 - (ii) that no amendments to this deed are necessary,
- the Trust Manager and the Trustee will proceed with unwinding the transaction represented by the Transaction Documents.
- (f) In respect of any period during which the Trust is a member of a Consolidated Group, the Trust Manager must:
- (i) direct the Trustee in writing to, and the Trustee must as soon as practicable after being so directed by the Trust Manager, establish and maintain the Tax Account; and
 - (ii) on each Payment Date direct the Trustee in writing to set aside into the Tax Account such amount of the Total Available Income available in accordance with clause 10.9 (“Application of Total Available Income (prior to an Event of Default)”) as would, in the opinion of the Trust Manager discharge the Trustee’s reasonable share of the group liability having regard to the net income of the Trust for Tax purposes. The Trust Manager must direct the Trustee to apply the funds in the Tax Account in paying any part of a Group Tax Liability when due and payable by the Trustee in respect of the Trust;
- (g) the Trustee is entitled to be indemnified out of the Trust Assets for any liability it incurs if the Commissioner of Taxation determines that, despite the measures adopted in this clause 14.2 above, the Trustee has a liability to any part of the Group Tax Liabilities of the Consolidated Group that are not able to be satisfied from the Tax Account.

14.3 No further obligations

Provided that the Trustee receives written advice from an experienced and reputable tax lawyer or tax accountant to the effect that if the Cashflow Allocation Methodology as amended by the Consolidations Amending Deed is followed the Objective will be met:

- (a) the Trustee shall not be obliged to obtain the consent of any Secured Creditor or any Unitholder to the Consolidations Amending Deed except in the case of a recipient of a fee if any change is proposed to the fee payable to that party; and
- (b) subject to its terms, the Consolidations Amending Deed shall be effective when executed, and may:
 - (i) permit the Trustee to accumulate a reserve out of moneys that would otherwise be payable to the Unitholders; and/or
 - (ii) provide for Tax to be paid out of moneys that would otherwise have been payable to the Unitholders.

15 Right of indemnity - Consumer Credit Legislation

- (a) Without prejudice to the right of indemnity given by law to trustees, and without limiting any other provision of this deed, the Trustee will be indemnified out of the Trust Assets, free of any set-off or counterclaim against all Penalty Payments which the Trustee is required to pay personally or in its capacity as trustee of the Trust in respect to the Trust and arising in connection with the performance of its duties or exercise of its powers under the Transaction Documents in relation to the Trust.
- (b) The Trustee's right to be indemnified in accordance with paragraph (a) applies notwithstanding any allegation that the Trustee has incurred any such Penalty Payment as a result of its fraud, negligence or wilful misconduct or any other act or omission which may otherwise disentitle the Trustee to be so indemnified. However, the Trustee is not entitled to that right of indemnity or reimbursement to the extent that there is a determination by a relevant court of negligence, fraud or wilful misconduct by the Trustee (provided that, until such determination, the Trustee is entitled to that right of indemnity or reimbursement but must, upon such determination, repay to the Trust any amount paid to it under this clause).
- (c) This clause overrides any other provision of this deed.
- (d) The Trustee shall call upon any right of indemnity from any other third party it may have under a Transaction Document in respect of the Trust before it calls upon the indemnity in paragraph (a) in respect of the Trust. If any such claim is not satisfied within 3 Business Days of the claim being made, the Trustee may exercise its right of indemnity referred to in paragraph (a).

16 Right of Indemnity – Land Title Act 1994 (Qld) and Real Property Act 1900 (NSW)

- (a) Without prejudice to the right of indemnity given by law to trustees, and without limiting any other provision of this deed, the Trustee will be indemnified out of the Trust Assets of the Trust, free of any set-off or counterclaim against all Title Penalty Payments which the Trustee is required to pay personally or in its capacity as trustee of the Trust and arising in connection with the performance of its duties or exercise of its powers under the Transaction Documents, including, without limitation, as a result of the Trustee being the lender of record or mortgagee in respect of any Trust Asset of the Trust.

- (b) The Trustee's right to be indemnified in accordance with paragraph (a) applies notwithstanding any allegation that the Trustee has incurred any such Title Penalty Payment as a result of its fraud, negligence or wilful misconduct or any other act or omission which may otherwise disentitle the Trustee to be so indemnified. However, the Trustee is not entitled to that right of indemnity or reimbursement to the extent that there is a determination by a relevant court of negligence, fraud or wilful misconduct by the Trustee (provided that, until such determination, the Trustee is entitled to that right of indemnity or reimbursement but must, upon such determination, repay to that Trust any amount paid to it under this clause 16).
- (c) This clause overrides any other provision of this deed.
- (d) The Trustee shall call upon any right of indemnity from any other third party it may have under a Transaction Document before it calls upon the indemnity in paragraph (a). If any such claim is not satisfied within 3 Business Days of the claim being made, the Trustee may exercise its right of indemnity referred to in paragraph (a).
- (e) In accordance with the Transaction Documents, the Trustee may rely on the Trust Manager, the originator of the Mortgage Loans and the Servicer in relation to compliance with its obligations in the Land Title Act 1994 (Qld) and the Real Property Act 1900 (NSW).
- (f) In this clause 16, **Title Penalty Payment**, in relation to a receivable of the Trust, means:
 - (i) any civil or criminal penalty incurred by the Trustee in relation to a breach of sections 11A or 11B of the Land Title Act 1994 (Qld) or section 56C of the Real Property Act 1900 (NSW);
 - (ii) any money ordered by a court or other judicial body to be paid by the Trustee in relation to any claim against the Trustee under sections 11A or 11B of the Land Title Act 1994 (Qld) or section 56C of the Real Property Act 1900 (NSW);
 - (iii) a payment by the Trustee in settlement of a liability or alleged liability relating to a breach of sections 11A or 11B of the Land Title Act 1994 (Qld) or section 56C of the Real Property Act 1900 (NSW),

in each case in respect of a receivable of the Trust, and includes any legal costs incurred by the Trustee or which the Trustee is ordered by a court or other judicial body to pay in connection with paragraphs (i) to (iii) above.

17 Miscellaneous

17.1 Limitation of Liability, Notices and Governing law

Each of:

- (a) clause 8 ("Security Trustee indemnity and limitation of liability") of the Master Security Trust Deed (as amended by the Notice of Creation of Security Trust);
- (b) clause 26 ("Notices and other communications") of the Master Security Trust Deed;

- (c) clause 18 (“Limited recourse, indemnity and limitation of liability”) of the Master Trust Deed (as amended by the Notice of Creation of Trust); and
- (d) clause 32 (“General”) of the Master Trust Deed,

are incorporated into this deed as if they were fully set out in this deed (with any consequential changes as are necessary to give effect to those clauses in this deed) and any clause references in such clauses were to the corresponding incorporated clause.

17.2 Waivers, remedies cumulative

No failure to exercise and no delay in exercising any right, power or remedy under this deed by the Security Trustee operates as a waiver. Nor does any single or partial exercise of any right, power or remedy of the Security Trustee preclude any other or further exercise of that or any other right, power or remedy.

The rights, powers and remedies provided to the Security Trustee in this deed are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

17.3 Survival of representations

All representations, warranties and indemnities in this deed survive the execution and delivery of this deed and the provision of advances and accommodation.

17.4 Business Day Convention

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

17.5 Code of Banking Practice

The parties to the Transaction Documents agree that the Code of Banking Practice 2013 does not apply to any Transaction Document or any transaction or service under any Transaction Document.

17.6 GST

Clause 27 (“GST”) of the Master Security Trust Deed applies to this deed as if it were set out in full in this deed, with corresponding changes to any clause references.

18 Collection Account

18.1 Restricted use of Collection Account

The Collections Account in respect of the Trust may not be used by the Trustee for any purpose other than in relation to the Trust.

18.2 Operation of Account

Other than as required by clause 11.1 (“Operation of Collection Account”) of the General Security Agreement, the only authorised signatories for the Collection Account in relation to the Trust must be officers or employees of the Security Trustee.

18.3 Trust Manager and Servicer not to deal with Accounts

Other than as set out in a Transaction Document, neither of the Trust Manager nor the Servicer may deal with any account opened by the Trustee in respect of the Trust or the moneys in any such account in any way.

18.4 Transfer of Collection Account

If the Bank at which the Collection Account is held ceases to be an Eligible Bank, the Trust Manager must, upon becoming aware of the occurrence of that event, direct the Trustee to establish and the Trustee on that direction must immediately establish a new Collection Account with an Eligible Bank and transfer the funds standing to the credit of the old Collection Account to the new Collection Account.

19 Trustee to act in interests of Noteholders

The Trustee agrees to act in the interests of the Noteholders of the Trust on the terms and conditions of the Transaction Documents.

If there is a conflict between the interests of the Unitholders in the Trust (on the one hand) and the Noteholders of the Trust (on the other), subject to the other Transaction Documents, the Trustee is empowered to, and must, act in the interests of the Noteholders.

Nothing in this clause 19 creates a fiduciary relationship between the Trustee and the Noteholders.

20 Amendments to the Master Trust Deed

20.1 Definitions

For the purposes of the Trust:

- (a) the definition of "Penalty Payment" in clause 1.2 ("Definitions") of the Master Trust Deed is replaced with the definition of "Penalty Payment" in clause 1.2 ("Definitions");
- (b) the definition of "Title Penalty Amount" in clause 1.2 ("Definitions") of the Master Trust Deed is replaced with the definition of "Title Penalty Payment" in clause 16 ("Right of Indemnity – Land Title Act 1994 (Qld) and Real Property Act 1900 (NSW)");
- (c) clause 15.9(a)(i) ("Adjustments") of the Master Trust Deed is amended by replacing the reference to "Reallocation Date" with "Cut-Off Date (as defined in the Series Notice)".

20.2 Closure

For the purposes of the Trust, the last paragraph of clause 14.7 ("Closure") of the Master Trust Deed does not apply to the Trust.

20.3 Power to delegate

For the purposes of the Trust, clause 17.1 ("Power to delegate") of the Master Trust Deed is replaced by the following clause:

- “(a) Subject to paragraphs (b) and (c), the Trustee may employ agents and attorneys and may delegate any of its rights or obligations as trustee without notifying any person of the delegation.

- (b) The Trustee is not responsible or liable to any Unitholder in a Trust or Secured Creditor of a Trust for any act or omission of any delegate appointed by the Trustee if:
 - (i) the delegate is a recognised clearing system;
 - (ii) the Trustee is obliged to appoint the delegate pursuant to an express provision of a Transaction Document of that Trust or pursuant to an instruction given to the Trustee in accordance with a Transaction Document of that Trust;
 - (iii) the Trustee appoints the delegate in good faith and using reasonable care and the delegate is not:
 - (A) a Related Entity of the Trustee; or
 - (B) an officer or employee of the Trustee or a Related Entity of the Trustee; or
 - (iv) the Trust Manager consents to the delegation in accordance with paragraph (c).
- (c) The Trustee agrees that it will not in respect of a Trust:
 - (i) delegate a material part of its rights or obligations under this deed; or
 - (ii) appoint any Related Entity of it as its delegate,

unless it has received the prior written consent of the Trust Manager.”

20.4 Illegality

For the purposes of the Trust, the following new clause 18.11 is added immediately after clause 18.10 (“Cleared funds”) of the Master Trust Deed:

“18.11 Illegality

No provision of this deed or any other Transaction Document of a Trust requires the Trustee to do anything which is illegal.”

20.5 Mandatory retirement

For the purposes of the Trust, clause 19.2 (“Mandatory retirement”) of the Master Trust Deed is amended by the addition of the following paragraph immediately following paragraph (c) of that clause:

- “(d) the Trustee merges or consolidates with another entity unless that entity assumes the obligations of the Trustee under the Transaction Documents of that Trust and Rating Notification is provided in respect of that merger or consolidation.”

20.6 Costs of retirement

For the purposes of the Trust, clause 19.7 (“Costs of retirement”) of the Master Trust Deed is replaced with the following clause:

“If the Trustee retires or is otherwise removed (other than under clause 19.2(b) (“Mandatory Retirement”)), everything it is required to do under this clause 19 (“Change of Trustee”) is a Trust Expense (other than the costs of the Trustee’s

legal advisers which is a personal expense of the Trustee). For the avoidance of doubt, if the Trustee is removed under clause 19.2(b) (“Mandatory Retirement”), the costs of the Trustee’s legal advisers are a Trust Expense.”

20.7 Discharge of further obligations

For the purposes of the Trust, clause 19.10 (“Discharge of further obligations”) of the Master Trust Deed is replaced with the following clause:

“When a successor trustee is appointed as trustee of a Trust, the retiring Trustee is discharged from any further obligation under the Transaction Documents of that Trust. However, this discharge does not affect any accrued rights or obligations. The retiring Trustee will remain entitled to the benefit of the indemnities granted by this deed to the retiring Trustee in respect of any liability, cost or other obligation incurred by it while acting as Trustee, as if it were still the Trustee under this deed.”

20.8 Net Trust Income

For the purposes of the Trust, clause 20 (“Income and distributions for each Trust”) of the Master Trust Deed is replaced with the following clause:

20.1 Net Trust Income

- (a) The Trust Manager must determine the Net Trust Income of a Trust for each Financial Year of that Trust.
- (b) Prior to the end of a Financial Year of a Trust, the Trust Manager may make a determination under clause 20.2 (“Determination of Net Trust Income”) as to the method of calculating the Net Trust Income for the Trust for that Financial Year. To the extent it is possible to do so, if the Trust Manager makes a determination under this clause 20.1(b), the Trust Manager must determine that the Net Trust Income of each Trust for each Financial Year is at least \$1.
- (c) If the Trust Manager does not make a determination under clause 20.1(b) above prior to the end of a Financial Year, the Net Trust Income will be equal to the income of the Trust for the purposes of Division 6 of Part III of the Tax Act, for that Financial Year.

20.2 Determination of Net Trust Income

Subject to clause 20.4 (“Tax liabilities”), the Trust Manager may determine the Net Trust Income of each Trust for each Financial Year of the Trust using any method it considers appropriate. In particular, the Trust Manager may determine whether:

- (a) any deemed or actual:
 - (i) receipt, payment or outgoing;
 - (ii) profit, gain or loss;
 - (iii) provision or reserve; or
 - (iv) investment,

in a Financial Year in connection with the Trust is to be treated as being on income or capital account of the Trust (including treating the transfer of amounts from the corpus of the Trust as income of the Trust for any purpose);

- (b) any provisions or reserves need to be made in a Financial Year in connection with the Trust and the amount of those provisions or reserves; and
- (c) an item that is taken into account in determining the Net Taxable Income of the Trust for a Financial Year is to be taken into account in determining the Net Trust Income of the Trust for that Financial Year.

20.3 Net Taxable Income

As soon as reasonably practicable after the end of a Financial Year of a Trust, the Trust Manager must determine the Net Taxable Income of that Trust for that Financial Year.

20.4 Tax liabilities

To the extent it is possible to do so (including by making appropriate determinations under clause 20.2 (“Determination of Net Trust Income”)), the Trust Manager must ensure that any Tax liability under Division 6 of Part III of the Tax Act in respect of the Net Taxable Income of a Trust for a Financial Year is borne by the Participation Unitholder of that Trust and not by the Trustee.

20.5 Trust Manager must notify Trustee

Once the Trust Manager has determined the Net Trust Income and the Net Taxable Income of a Trust for a Financial Year, the Trust Manager must notify the Trustee of the amounts.

20.6 Entitlement of Participation Unitholder

At the end of each Financial Year of a Trust, the Participation Unitholder in a Trust is presently entitled to the Net Trust Income of the Trust for that Financial Year.

20.7 Distribution to Participation Unitholder

- (a) On the last day of each Financial Year of a Trust or at any other time the Trust Manager decides, the Participation Unitholder of that Trust is entitled to be paid the Net Trust Income of that Trust for that Financial Year, reduced by amounts previously paid by the Trust Manager to the Participation Unitholder throughout the Financial Year.
- (b) The Trust Manager may pay to the Participation Unitholder any other amounts in accordance with the Transaction Documents at any time during or at the end of the Financial Year.

20.8 Investment by Participation Unitholder

- (a) The Trust Manager may, in its absolute discretion, permit the Participation Unitholder to invest any amount that is any part of an amount to which the Participation Unitholder is entitled to be paid under clause 20.7 (“Distribution to Participation Unitholder”) which is not paid to the Participation Unitholder by the Trustee.
- (c) The Participation Unitholder requests that any amount that is to be invested under clause 20.8(a) be reinvested in the relevant Trust as an additional payment for the Participation Unit in the Trust.

21 Amendments to Master Security Trust Deed

21.1 Limit on rights

Subject to the terms of the Transaction Documents, a Secured Creditor of the Trust is not entitled to:

- (a) interfere with the Security Trust or any rights or powers of the Security Trustee under any Transaction Document in respect of the Trust;
- (b) exercise a right in respect of any property of the Security Trust Fund in respect of the Security Trust or lodge a caveat or other notice affecting such property or otherwise claim any interest in such property;
- (c) take any steps to end the Security Trust; or
- (d) require the Security Trustee or any other person to transfer any property of the Security Trust Fund to it.

21.2 Definitions

For the purposes of the Trust:

- (a) the definition of "Authorised Investments" in clause 1.1 ("Definitions") of the Master Security Trust Deed is replaced by the definition of "Authorised Investments" in clause 1.2 ("Definitions");
- (b) the definition of "Costs" in clause 1.1 ("Definitions") of the Master Security Trust Deed is replaced by the definition of "Costs" in clause 1.2 ("Definitions");
- (c) the following new definition is added to clause 1.1 ("Definitions") of the Master Security Trust Deed:

"Permitted Encumbrance means in respect of a Trust:

- (a) the General Security Agreement for that Trust; and
- (b) any Encumbrance arising under any other Transaction Document for that Trust.";
- (d) the term "Wilful Default" in clause 1.1 ("Definitions") of the Master Security Trust Deed is deleted; and
- (e) each reference to the term "Wilful Default" wherever that term is used in the Transaction Documents is replaced with the term "wilful misconduct."

21.3 Assuming compliance

For the purposes of the Trust, clause 6.2 ("Assuming compliance") of the Master Security Trust Deed is replaced by the following clause:

"Until the Trustee or the Security Trustee (as applicable) becomes aware in accordance with clause 6.1 ("Awareness of certain events") that:

- (a) an Event of Default, Potential Event of Default, Trust Manager Default, Servicer Default or Custodian Default in respect of a Trust has occurred; or

- (b) that a party to a Transaction Document is not complying with its obligations in connection with the Transaction Documents of a Trust,

the Trustee or the Security Trustee (as applicable) may assume that no Event of Default, Potential Event of Default, Trust Manager Default, Servicer Default or Custodian Default (as applicable) has occurred and that each such party to the Transaction Documents is complying with its obligations in connection with the Transaction Documents and need not inquire whether that is, in fact, the case.”

21.4 Power to delegate

For the purposes of the Trust, clause 7.1 (“Power to delegate”) of the Master Security Trust Deed is replaced by the following clause:

- “(a) Subject to paragraphs (b) and (c), the Security Trustee may employ agents and attorneys and may delegate any of its rights or obligations as security trustee without notifying any person of the delegation.
- (b) The Security Trustee is not responsible or liable to any Secured Creditor of a Trust for any act or omission of any delegate appointed by the Security Trustee if:
 - (i) the delegate is a recognised clearing system;
 - (ii) the Security Trustee is obliged to appoint the delegate pursuant to an express provision of a Transaction Document of that Trust or pursuant to an instruction given to the Security Trustee in accordance with a Transaction Document of that Trust;
 - (iii) the Security Trustee appoints the delegate in good faith and using reasonable care and the delegate is not:
 - (A) a Related Entity of the Security Trustee; or
 - (B) an officer or employee of the Security Trustee or a Related Entity of the Security Trustee; or
 - (iv) the Trust Manager consents to the delegation in accordance with paragraph (c).
- (c) The Security Trustee agrees that it will not in respect of a Trust:
 - (i) delegate a material part of its rights or obligations under this deed; or
 - (ii) appoint any Related Entity of it as its delegate,unless it has received the prior written consent of the Trust Manager.”

21.5 Liability must be limited and must be indemnified

For the purposes of the Trust, clause 8.4(b) (“Liability must be limited and must be indemnified”) of the Master Security Trust Deed is replaced with the following clause:

- “(b) it is indemnified against any liability or loss arising from, and any Costs properly incurred in connection with, doing or not doing that thing in a manner which is consistent with clause 8.1 (“Indemnity”) and, if required by the Security Trustee, is put in funds in respect of any such Costs to be incurred.”

21.6 Exoneration

For the purposes of the Trust, clause 8.5(e) (“Exoneration”) of the Security Trust Deed is amended by the inclusion of the following words after the words “Transaction Documents” where they first appear in that clause:

“(including any security interest constituted by or arising under the Transaction Documents)”.

21.7 No supervision and illegality

For the purposes of the Trust, the following new clauses 8.6 and 8.7 are added immediately after clause 8.5 (“Exoneration”) of the Master Security Trust Deed:

“8.6 No supervision

“Except as expressly set out in the Transaction Documents of a Trust, the Security Trustee has no obligation to supervise, monitor or investigate the performance of the Trust Manager of that Trust, any party to a Transaction Document or any other person.

8.7 Illegality

No provision of this deed or any other Transaction Document of a Trust requires the Security Trustee to do anything which is illegal.”

21.8 Costs of retirement

For the purposes of the Trust, clause 9.8 (“Costs of retirement or removal”) of the Master Security Trust Deed is replaced with the following clause:

“If the Security Trustee retires or is otherwise removed (other than under clause 9.1, clause 9.2 or clause 9.3(b)), everything it is required to do under this clause 9 (“Change of Security Trustee”) is at the Trustee’s expense (other than the costs of the Security Trustee’s legal advisers which is a personal expense of the Security Trustee). For the avoidance of doubt, if the Security Trustee is removed under clause 9.1, clause 9.2 or clause 9.3(b), the costs of the Security Trustee’s legal advisers are at the Trustee’s expense.”

21.9 Discharge of further obligations

For the purposes of the Trust, clause 9.11 (“Discharge of further obligations”) of the Master Security Trust Deed is replaced with the following clause:

“When a successor security trustee is appointed as security trustee of a Security Trust, the retiring or removed Security Trustee is discharged from any further obligation under the Transaction Documents of the Trust to which that Security Trust relates. However, this discharge does not affect any accrued rights or obligations. The retiring Security Trustee will remain entitled to the benefit of the indemnities granted by this deed to the retiring Security Trustee in respect of any liability, cost or other obligation incurred by it while acting as Security Trustee, as if it were still the Security Trustee under this deed.”

21.10 Events of Default

For the purposes of the Trust:

- (a) the Events of Default set out in clause 11.1 (“Events of Default”) are the Events of Default for the Trust; and

- (b) in clause 12.1 (“Security Trustee may take action”), clause 12.2 (“Actions on the occurrence of an Event of Default”) and clause 12.3 (“Instructions to Security Trustee”) of the Master Security Trust Deed,

each reference to “is continuing” is replaced with a reference to “has occurred”.

21.11 Meeting Provisions

- (a) For the purposes of the Trust, each reference to “Secured Money” in Schedule 2 (“Meeting Provisions”) of the Master Security Trust Deed is taken to exclude:
- (i) in the case of Secured Creditors referred to in paragraph (a)(ii) of the definition of Ruling Secured Creditors in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph;
 - (ii) in the case of Secured Creditors referred to in paragraph (b)(ii) of the definition of Ruling Secured Creditor in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph;
 - (iii) in the case of Secured Creditors referred to in paragraph (c)(ii) of the definition of Ruling Secured Creditor in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph;
 - (iv) in the case of Secured Creditors referred to in paragraph (d)(ii) of the definition of Ruling Secured Creditor in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph;
 - (v) in the case of Secured Creditors referred to in paragraph (e)(ii) of the definition of Ruling Secured Creditor in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph;
 - (vi) in the case of Secured Creditors referred to in paragraph (f)(ii) of the definition of Ruling Secured Creditor in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph; and
 - (vii) in the case of Secured Creditors referred to in paragraph (g)(ii) of the definition of Ruling Secured Creditor in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph;
 - (viii) in the case of Secured Creditors referred to in paragraph (h)(ii) of the definition of Ruling Secured Creditor in clause 1.2 (“Definitions”), any Secured Money not referred to in that paragraph; and
- (b) For the purposes of the Trust, the table in clause 4.1 (“Number for a quorum”) is amended to replace “50%” with “67%”.

22 Amendments to the Master Servicer Deed

22.1 Separate Deed

For the purpose of clause 1.7 (“Parties to Master Documents”) of the Master Security Trust Deed (as incorporated into each Master Document), this deed constitutes a separate deed incorporating (with the same clause numbering) the terms of the deed entitled “Pepper Master Servicer Deed” dated 2 May 2012 between Pepper Finance Corporation Limited and Pepper Group Limited, in respect of the Trust and with the amendments described in this clause 22 (such incorporated terms being the “**Master Servicer Terms**”).

22.2 Definitions

For the purposes of the Trust:

- (a) the definition of “Penalty Payment” in clause 1.2 (“Definitions”) of the Master Servicer Deed is replaced with the definition of “Penalty Payment” in clause 1.2 (“Definitions”); and
- (b) the definition of “Title Penalty Payment” in clause 1.2 (“Definitions”) of the Master Servicer Deed is replaced with the definition of “Title Penalty Payment” in clause 16 (“Right of Indemnity – Land Title Act 1994 (Qld) and Real Property Act 1900 (NSW)”).

22.3 Duties

For the purposes of the Trust:

- (a) the word “three” in clause 3.1(g) (“Duties”) of the Master Servicer Deed is replaced by the word “two”; and
- (b) the following new paragraph is added after paragraph (p) of clause 3.1 (“Duties”) of the Master Servicer Deed:
 - “(q) in respect of each Collection Period (as defined in the Series Notice for the Trust), provide to the Trust Manager on a monthly basis all reasonably necessary performance statistics and reports in relation to the Mortgage Loans (as defined in the Series Notice for the Trust) relating to each such Collection Period.”

22.4 Costs

For the purposes of the Trust, clause 9.1(a)(i) of the Master Servicer deed is deleted in full and replaced with:

- “(i) performing its duties and exercising its powers under the Transaction Documents to which it is a party, except where the Costs incurred are as a result of fraud, negligence or wilful default on the part of the Servicer; and”

22.5 Consumer Credit Laws

For the purposes of the Trust, clause 13 (“Consumer Credit Laws”) of the Master Servicer Deed is deleted in full.

22.6 Dealing with interests

For the purposes of the Trust, clause 20 (“Dealing with interests”) of the Master Servicer Deed is replaced by the following clause:

“The Servicer may assign or otherwise deal with its rights under the Transaction Documents with the prior consent of the Trustee (such consent not to be unreasonably withheld).”

23 Amendments to the Master Management Deed

23.1 Indemnity

For the purposes of the Trust, clause 5 (“Indemnity”) of the Master Management Deed is replaced by the following clause:

“The Trust Manager indemnifies the Trustee in respect of a Trust against any Loss arising from or incurred as a consequence of:

- (a) the fraud, negligence or wilful default of the Trust Manager in respect of that Trust;
- (b) the occurrence of a Trust Manager Default; or
- (c) any error or omission in any instruction or information given by the Trust Manager to any other person.”

23.2 Trust Manager Default

For the purposes of the Trust:

- (a) clause 7.1 (“Trust Manager Default”) of the Master Management Deed is replaced by the following clause:

“A “**Trust Manager Default**” occurs in respect of a Trust if:

- (i) the Trust Manager:
 - (A) fails to comply with any of its obligations under the Transaction Documents of the Trust to direct the Trustee to make a payment when due by the Trustee in accordance with the Transaction Documents of the Trust and the Trust Manager does not remedy the non-compliance within 5 Business Days after the Trust Manager becoming aware of it;
 - (B) does not comply with any of its obligations under the Transaction Documents of the Trust and such non-compliance is likely to have a Material Adverse Payment Effect (as defined in the Series Notice for the Trust); and
 - (C) if the non-compliance can be remedied, the Trust Manager does not remedy the non-compliance within 30 days after the Trust Manager becoming aware of it; or
- (ii) any representation or warranty made by the Trust Manager under the Transaction Documents of the Trust is incorrect or misleading when made and such failure is likely to have a Material Adverse Payment Effect (as defined in the Series

Notice for the Trust), unless such failure is remedied within 30 days after the Trust Manager becoming aware of it.”

- (b) clause 7.2 (“Removal by Trustee”) of the Master Management Deed is amended by replacing the reference to “90 days’ written notice” with “30 days’ written notice”.

23.3 Dealing with interests

For the purposes of the Trust, clause 18 (“Dealing with interests”) of the Master Management Deed is replaced by the following clause:

“The Trust Manager may assign or otherwise deal with its rights under the Transaction Documents with the prior consent of the Trustee (such consent not to be unreasonably withheld).”

24 Note Deed Poll

The Trust Manager agrees to comply with the obligations of the “Trust Manager” and the “Calculation Agent” as set out in the Note Conditions.

25 Personal Property Securities Act

25.1 Trust Manager undertaking

- (a) The Trust Manager undertakes to take all reasonable steps under the PPSA (including giving directions to the Trustee and the Security Trustee) to ensure that the security interest created under the General Security Agreement is perfected with the highest ranking priority reasonably possible and to ensure the General Security Agreement is registered on the PPS register.
- (b) The Trust Manager agrees to take these steps on or before the Closing Date.
- (c) The Trustee agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Trust Manager directs and reasonably considers necessary for the purposes of:
 - (i) ensuring that an Encumbrance created under the General Security Agreement is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or
 - (ii) enabling the Security Trustee to apply for any registration, give any notification, or take any other step, in connection with an Encumbrance created under the General Security Agreement so that the Encumbrance has the highest ranking priority reasonably possible; or
 - (iii) enabling the Security Trustee to exercise rights in connection with the General Security Agreement.

25.2 PPSA further steps

If the Trust Manager determines that:

- (a) a Transaction Document (or a transaction in connection with it (including the assignment of Mortgage Loans or Related Security), other than any Mortgage Loans or Related Security) is or contains a security interest for the purposes of the PPSA; and
- (b) failure to perfect that security interest may materially adversely affect all or any class of Secured Creditors,

each of the Trustee, the Security Trustee, the Servicer and the Trust Manager (as applicable) agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Trust Manager directs and reasonably considers necessary for the purposes of:

- (i) ensuring that the security interest is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or
- (ii) enabling the relevant secured party to apply for any registration, give any notification, or take any other step, in connection with the security interest so that the security interest has the highest ranking priority reasonably possible; or
- (iii) enabling the relevant secured party to exercise rights in connection with the security interest.

25.3 Trustee and Security Trustee obligations

- (a) Each of the Trustee and the Security Trustee agrees to comply with any reasonable directions given to it under this clause 25, on the condition that:
 - (i) the directions contain sufficient detail as to the action required of the Trustee or Security Trustee (or both of them);
 - (ii) if the directions are not sufficiently detailed to enable the Trustee or Security Trustee (as applicable) to comply, the Trustee or Security Trustee (as applicable) is not required to take any action other than to inform the Trust Manager that this is the case and specify the reason the Trustee or the Security Trustee (as applicable) is unable to comply; and
 - (iii) in the absence of any such directions, the Trustee or Security Trustee (as applicable) is not required to take any action with respect to the PPSA.
- (b) Without limiting the Trustee's and Security Trustee's obligations under paragraph (a) above, neither the Trustee nor the Security Trustee is responsible or liable to any person for any loss arising in relation to the Trust Assets or the Security Trust (respectively) in connection with the registration, perfection or priority of any security interest in relation to the General Security Agreement or any other Transaction Document (or a transaction in connection with a Transaction Document) under the PPSA or for acting in accordance with any directions or requests given to it under this clause 25, except to the extent that such loss is as a result of the Trustee's or Security Trustee's fraud, negligence or wilful misconduct.

For the avoidance of doubt, this paragraph (b) operates as an exclusion of liability and nothing in this paragraph (b) creates a liability of the

Trustee or the Security Trustee to any person to the extent that liability would not otherwise exist under the Transaction Documents.

- (c) Neither the Trustee nor the Security Trustee is required to:
- (i) take any action with respect to the PPSA, other than in compliance with a direction given under and in accordance with this clause 25;
 - (ii) monitor the PPSA or the implementation of it or the registration, perfection, priority or effectiveness of any security interest under the PPSA; or
 - (iii) make enquiries or satisfy itself that a direction purported to be given under this clause 25 has been given in accordance with this clause 25.

25.4 Costs of further steps and undertaking

Everything the Trust Manager and the Servicer is required to do under this clause is a Trust Expense.

All costs and expenses properly incurred by the Trustee under this clause are Trust Expenses.

All costs and expenses properly incurred by the Security Trustee under this clause will be reimbursed by the Trustee as Trust Expenses.

25.5 No PPSA notice required unless mandatory

A secured party in respect of a security interest referred to in this clause need not give the relevant grantor any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

25.6 Information under Part 8.4 of PPS Act

If the Trustee or the Security Trustee is required to provide any information as a secured party under Part 8.4 of the PPS Act, the Trust Manager agrees:

- (a) to provide, or procure the provision of, such information to the Trustee or the Security Trustee (as applicable) within 5 Business Days of a request from the Trustee or the Security Trustee (as applicable); and
- (b) to indemnify the Trustee and the Security Trustee from its own funds against any liability or Costs incurred or loss suffered by the Trustee or the Security Trustee (as applicable) as a result of a breach by the Trust Manager of its obligations under paragraph (a).

Each of the Trustee and Security Trustee agree to promptly provide the Trust Manager with any information the Trust Manager requests (and that is in the possession of the Trustee or Security Trustee, as the case may be) in order to comply with its obligations under subclause (a). The Trust Manager is not liable to indemnify the Security Trustee or the Trustee (as the case may be) under subclause (b) if the Trust Manager has breached its obligations under subclause (a) because of a failure of the Trustee or the Security Trustee to comply with their obligations under this clause.

25.7 Disclosure

Each party to this document agrees not to disclose:

- (a) information about any Transaction Document which is a security agreement;
- (b) information about the obligations secured by any security interest under a Transaction Document or the terms of payment or performance in respect of any obligation under a Transaction Document at any particular time; and
- (c) without limitation to the above, any information of the kind described in section 275(1) of the PPSA, including:
 - (i) information about any Transaction Document, including a copy of it;
 - (ii) information about the amount or the obligation secured by any security interest created by or under a Transaction Document and the terms of such payment or performance at any time; or
 - (iii) information about the Collateral to which any Transaction Document relates,

except:

- (d) to the extent otherwise expressly required by any Transaction Document;
- (e) to its officers, employees, agents, delegates, legal and other advisers and auditors;
- (f) with the consent of the other party; or
- (g) if the disclosure is necessary to comply with any applicable law, the rules of any securities or stock exchange or an order of a court or tribunal and the other party is given prior notice of the disclosure (except that this paragraph does not permit a party to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).

26 Consumer Credit Legislation

26.1 Servicer representations

The Servicer represents and warrants that it is a Licensee.

26.2 Trustee representations

The Trustee represents and warrants that:

- (a) it is to the extent required under the Consumer Credit Legislation:
 - (i) (in its personal capacity) a Licensee authorised; or
 - (ii) (in its personal capacity) otherwise authorised for the purposes of the Consumer Credit Legislation,

authorised to engage in all credit activities that it is required to perform in complying with its obligations under the Transaction Documents or is

otherwise exempt from the requirement to be licensed under the Consumer Credit Legislation in order to engage in such credit activities;

- (b) it is a member of an Approved External Dispute Resolution Scheme; and
- (c) it is not an Inappropriate Person.

26.3 Repetition of representations

The representations and warranties in this clause 26 (“Consumer Credit Legislation”) are taken to be also made (by reference to the then current circumstances) on each Payment Date.

26.4 Undertakings by the Servicer

The Servicer undertakes:

- (a) to remain a Licensee and to notify each party if it ceases to be a Licensee;
- (b) not to breach any provision of the Consumer Credit Legislation;
- (c) not to do anything that would cause the Trustee to breach any provision of the Consumer Credit Legislation;
- (d) to comply with the requirements of any provisions of the Consumer Credit Legislation in exercising its rights and performing its obligations under the Transaction Documents and in its dealings with Obligors in respect of the Mortgage Loans;
- (e) to perform all relevant obligations and exercise all relevant rights of the Trustee as Credit Provider or a Special Purpose Funding Entity (as applicable) under the Consumer Credit Legislation in respect of the Mortgage Loans; and
- (f) to give notice to ASIC in the prescribed form that it is party to a Servicing Agreement, and any other notices that it is required to give as a result of it being a party to the Servicing Agreement.

26.5 Undertakings by the Trust Manager

The Trust Manager undertakes:

- (a) not to do anything that would cause the Trustee:
 - (i) if the Trustee is not a Licensee, to cease being a Special Purpose Funding Entity; or
 - (ii) if the Trustee is a Licensee, to cease being a Licensee.
- (b) not to do anything that would cause the Trustee to breach any provision of the Consumer Credit Legislation.

26.6 Undertakings by the Trustee

The Trustee undertakes:

- (a) **(securitisation exemption)** in its personal capacity to ensure that at all times it continues:

- (i) to be a member of an Approved External Dispute Resolution Scheme; and
 - (ii) not to be an Inappropriate Person;
- (b) **(notify)** to notify the other parties if at any time any representation or warranty contained in clause 26.2 (“Trustee Representations”) ceases to be true and correct; and
- (c) **(comply)** in its personal capacity (subject to the Servicer complying with its obligations under clause 26.4 (“Undertakings by the Servicer”)) to comply with the Consumer Credit Legislation to the extent applicable to it and to obtain and maintain any licences required by it under the Consumer Credit Legislation.

EXECUTED as a deed

Pepper I-Prime 2017-3 Trust - Series Notice

Signing page

DATED: 11 December 2017

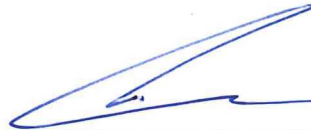
Trustee

SIGNED, SEALED AND DELIVERED)
by)

as attorney for PERMANENT)
CUSTODIANS LIMITED (in its)
capacity as trustee of the Pepper I-)
Prime 2017-3 Trust) under power of)
attorney dated 1 September 2007 in the)
presence of:)

.....)
Signature of witness)

.....)
Joseph Raymond Reid)
Name of witness (block letters))



Ian S.Y. Lee
Vice President

By executing this deed the attorney)
states that the attorney has received no)
notice of revocation of the power of)
attorney)

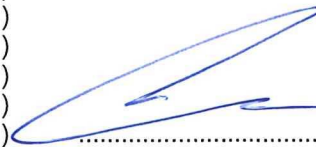
Security Trustee

SIGNED, SEALED AND DELIVERED)
by)

as attorney for BTA INSTITUTIONAL)
SERVICES AUSTRALIA LIMITED (in)
its capacity as trustee of the Pepper)
I-Prime 2017-3 Security Trust) under)
power of attorney dated 1 September)
2007 in the presence of:)

.....)
Signature of witness)

.....)
Joseph Raymond Reid)
Name of witness (block letters))



Ian S.Y. Lee
Vice President

By executing this deed the attorney)
states that the attorney has received no)
notice of revocation of the power of)
attorney)


Backup Servicer and Custodian

SIGNED, SEALED AND DELIVERED)
by)

as attorney for **BNY TRUST**)
COMPANY OF AUSTRALIA LIMITED)
under power of attorney dated)
September 2007 in the presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))


.....)
Ian S.Y. Lee)
.....)
Vice President....)
By executing this deed the attorney)
states that the attorney has received no)
notice of revocation of the power of)
attorney)

Trust Manager and Servicer

SIGNED, SEALED AND DELIVERED)
by)

as attorney for **PEPPER GROUP**)
LIMITED under power of attorney dated)
23 November 2017 in the presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
By executing this deed the attorney)
states that the attorney has received no)
notice of revocation of the power of)
attorney)

Backup Servicer and Custodian

SIGNED, SEALED AND DELIVERED)
by)

as attorney for **BNY TRUST**)
COMPANY OF AUSTRALIA LIMITED)
under power of attorney dated 1)
September 2007 in the presence of:)

.....)
Signature of witness)

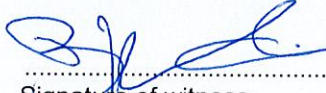
.....)
Name of witness (block letters))

.....
By executing this deed the attorney
states that the attorney has received no
notice of revocation of the power of
attorney


Trust Manager and Servicer

SIGNED, SEALED AND DELIVERED)
by **MATTHEW O'HARE**)

as attorney for **PEPPER GROUP**)
LIMITED under power of attorney dated)
23 November 2017 in the presence of:)

)
.....)
Signature of witness)

BRIDGET KEATING)
.....)
Name of witness (block letters))

)
.....
By executing this deed the attorney
states that the attorney has received no
notice of revocation of the power of
attorney