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IMPORTANT NOTICE

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

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

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

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

Confirmation of your Representation: In order to be eligible to view the Information Memorandum or make an investment decision with respect to the Offered Notes, investors must be non-U.S. persons (within the meaning of Regulation S under the Securities Act). The Information Memorandum is being

sent at your request and by accepting the e-mail and accessing the Information Memorandum, you shall be deemed to have represented to us that (1) you and any customers you represent are not a U.S. person and that the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the U.S. and (2) that you consent to delivery of the Information Memorandum by electronic transmission

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

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

The Information Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of National Australia Bank Limited, Australia and New Zealand Banking Group Limited, Commonwealth Bank of Australia or United Overseas Bank Limited, or any person who controls any of them or any director, officer, employee nor agent or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Information Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Joint Lead Managers.

INFORMATION MEMORANDUM

Perpetual Corporate Trust Limited
(ABN 99 000 341 533) as trustee of the
AFG 2023-1 TRUST in respect of **SERIES 2023-1**

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

	Aggregate Initial Invested Amount	Initial Interest Rate	Rating (Fitch / S&P)
Class A1 Notes	**AUD675,000,000**	**BBSW Rate (1 month) + 1.30%**	**AAAsf/AAA(sf)**
Class A2 Notes	**AUD42,000,000**	**BBSW Rate (1 month) + 1.70%**	**AAAsf/ AAA(sf)**
Class B Notes	**AUD12,375,000**	**BBSW Rate (1 month) + 2.55%**	**AAsf/Not rated**
Class C Notes	**AUD9,000,000**	**BBSW Rate (1 month) + 3.00%**	**Asf/Not rated**
Class D Notes	**AUD5,250,000**	**BBSW Rate (1 month) + 3.85%**	**BBBsf/Not rated**
Class E Notes	**AUD2,625,000**	**BBSW Rate (1 month) + 6.30%**	**BBsf/Not rated**
Class F Notes	**AUD3,750,000**	**Not disclosed**	**Not rated**

Arranger, Joint Lead Manager and Dealer

National Australia Bank Limited
(ABN 12 004 044 937)

Joint Lead Manager and Dealer

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

Commonwealth Bank of Australia
(ABN 48 123 123 124)

United Overseas Bank Limited
(ABN 56 060 785 284)

This Information Memorandum is dated 26 October 2023.

Purpose

This Information Memorandum has been prepared solely in connection with the AFG 2023-1 Trust in respect of Series 2023-1 (the "**Series**"). This Information Memorandum relates solely to a proposed issue of Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes (together, the "**Offered Notes**") by the Issuer. This Information Memorandum does not relate to, and is not relevant for, any other purpose than to assist the recipient to decide whether to proceed with a further investigation of the Offered Notes. This Information Memorandum contains information relating to the Class F Notes (which are to be issued on the Closing Date to AFGS and/or others) and the Redraw Notes (which may be issued by the Issuer in certain circumstances after the Closing Date). Class F Notes and Redraw Notes are not Offered Notes for the purposes of this Information Memorandum. No invitation for subscriptions for Class F Notes or Redraw Notes is being made by this Information Memorandum.

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

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

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

No guarantee and Offered Notes are not deposits

The Offered Notes will be the obligations solely of Perpetual Corporate Trust Limited in its capacity as trustee of the Trust in respect of the Series and do not represent obligations of or interests in, and are not guaranteed by, Perpetual Corporate Trust Limited in its personal capacity or as trustee of any other trust, series or any affiliate of Perpetual Corporate Trust Limited. AFG Securities Pty Ltd ("**AFGS**"), its Related Entities and their respective affiliates do not in any capacity stand behind the performance of or guarantee the Offered Notes.

The Offered Notes do not represent deposits with, or any other liability of, National Australia Bank Limited ("**NAB**") (in any capacity, including without limitation in its capacity as the Arranger, Joint Lead Manager, Dealer and Liquidity Facility Provider), or any of its Related Entities. The Offered Notes also do not represent deposits with, or any other liability of, Australia and New Zealand Banking Group Limited ("**ANZ**") (in any capacity, including without limitation in its capacity as Joint Lead Manager and Dealer), Commonwealth Bank of Australia ("**CBA**") (in any capacity, including without limitation in its capacity as Joint Lead Manager and Dealer) or United Overseas Bank Limited ("**UOB**") (in any capacity, including without limitation in its capacity as Joint Lead Manager and Dealer), or any of its Related Entities. None of NAB, ANZ, CBA, UOB or any of their respective Related Entities or their respective affiliates guarantees or is otherwise responsible for the payment of interest or the repayment of principal due on the Offered Notes, the performance of the Offered Notes or the Series Assets or any particular rate of capital or income return on the Offered Notes.

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

Responsibility for information contained in this Information Memorandum

None of the Issuer, the Security Trustee, the Servicer, the Standby Servicer, the Originator, the Liquidity Facility Provider, any Counterparty, the Arranger, the Dealers or the Joint Lead Managers have authorised or caused the issue of this Information Memorandum (and expressly disclaim any responsibility for any information contained in this Information Memorandum) and none of them has

separately verified the information contained in this Information Memorandum except, in each case, with respect to the information for which they are expressed to be responsible in this Information Memorandum (if any).

The Manager accepts responsibility for the information contained in this Information Memorandum. To the best of the knowledge and belief of the Manager (and the Manager has taken all reasonable care to ensure that such is the case), the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of the Manager, the Issuer, the Security Trustee, the Originator, the Servicer, the Standby Servicer, the Liquidity Facility Provider, any Counterparty, the Arranger, the Dealers, the Joint Lead Managers, S&P and Fitch or their respective Related Entities or any person affiliated with any of them (each a "**Relevant Person**") as to the accuracy or completeness of any information contained in this Information Memorandum (except, in each case, as expressly stated in this Information Memorandum) or any other information supplied in connection with the Offered Notes or their distribution.

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

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

This Information Memorandum has been prepared by the Manager based on information available to it and the facts and circumstances existing as at 26 October 2023 ("**Preparation Date**"). The Manager has no obligation to update this Information Memorandum after the Preparation Date having regard to information which becomes available, or facts and circumstances which come to exist, after the Preparation Date.

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

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

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

No financial product advice; investors should make their own enquiries

Neither this Information Memorandum nor any other information supplied in connection with the Offered Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any Relevant Person that any recipient of this Information Memorandum, or of any other information supplied in connection with the Offered Notes, should purchase any of the Offered Notes. Each investor contemplating purchasing any of the Offered Notes should make its own independent investigation of the Issuer, the Trust, the Series Assets and the Offered Notes and each investor should seek its own tax, accounting and legal advice as to the consequence of investing in any

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

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

NAB as Arranger, Dealer and Joint Lead Manager, ANZ as Dealer and Joint Lead Manager, CBA as Dealer and Joint Lead Manager and UOB as Dealer and Joint Lead Manager have no responsibility to or liability for and do not owe any duty to any party or other person who purchase or intends to purchase Offered Notes in respect of this transaction, including without limitation in respect of:

(a) the admission to listing and/or trading of any of the Offered Notes (if applicable);

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

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

Limited recourse and series segregation

The Offered Notes issued by the Issuer are limited recourse instruments and are issued only in respect of the Trust, as it relates to the Series.

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

The Series Assets are not available in any circumstances to meet any obligations of the Issuer in respect of any Other Trust or any Other Series and if, upon enforcement of the General Security Deed, sufficient funds are not realised to discharge in full the obligations of Issuer in respect of the Series, no further claims may be made against the Issuer in respect of such obligations and no claims may be made against any assets in respect of any Other Trust or any Other Series or, except in circumstances of fraud, negligence or wilful default by the Issuer, any of the personal assets of the Issuer.

No disclosure under Corporations Act

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

(a) either:

(i) the amount payable by the transferee in relation to the relevant Offered Notes is $500,000 or more (or its equivalent in an alternate currency, and in either case, disregarding moneys lent by the offeror or its associates); or

(ii) the offer is to a professional investor for the purposes of section 708 of the Corporations Act; or

(iii) the offer or invitation to the transferee is otherwise an offer or invitation that does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act; and

(b) the offer or invitation does not constitute an offer to a "retail client" under Chapter 7 of the Corporations Act (including, without limitation the financial services licensing requirements of the Corporations Act); and

(c) the offer or invitation complies with all applicable laws, regulations and directives; and

(d) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

Disclosure of interests

Each Relevant Person discloses with respect to itself that it, in addition to the arrangements and interests it will or may have with respect to the Originator, the Manager, the Servicer, the Disposing Trustee and Perpetual Corporate Trust Limited in its capacity as trustee of the Trust in respect of the Series and as Standby Servicer in respect of the Series (together, the "**Group**"), as described in this Information Memorandum (the "**Transaction Document Interests**") it, its Related Entities or associates and their respective officers and employees:

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

(b) may receive fees, brokerage and commissions or other benefits, and act as principal with respect to any dealing with respect to any Offered Notes (including, without limitation, any investment in certain classes of Notes on their initial issue and any subsequent acquisition of Notes),

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

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

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

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

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

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

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

(f) each Relevant Entity may have various potential and actual conflicts of interest arising in the course of its business including in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests. For example, the exercise of rights against a member of the Group arising from the Transaction Document Interests (for example, by a dealer, a joint lead manager, an arranger, a liquidity facility provider or an interest rate swap provider) or from an Other Transaction may affect the ability of the Group member to perform its obligations in respect of the Offered Notes. In addition, the existence of the Transaction Document Interests or Other Transaction Interests may affect how a Relevant Entity in another capacity (for example, as a Noteholder) may seek to exercise any rights it may have in that capacity. These interests may conflict with the interests of a Relevant Person, potential investor or a Noteholder and a Relevant Person, potential investor or a Noteholder may suffer loss as a result. To the maximum extent permitted by applicable law, a Relevant Entity is not restricted from entering into, performing or enforcing its rights in respect of the Transaction Document Interests, the Note Interests or the Other Transaction Interests and may otherwise continue to take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of Noteholders, potential investors or the Group and the Relevant Entities may in so doing act without notice to, and without regard to, the interests of any such person;

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

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

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

Selling restrictions

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

Accordingly, the Offered Notes may not be offered or sold, directly or indirectly, and neither this Information Memorandum nor any information memorandum, private placement memorandum, prospectus, form of application, advertisement or other offering material may be issued or distributed or published in any country or jurisdiction, except in circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Information Memorandum comes

are required by the Issuer and the Manager to inform themselves about and to observe any such restrictions. In particular, see Section 14 ("Subscription and Sale").

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

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

Notice to investors in Singapore

At no time shall the Offered Notes be offered or sold, or caused to be made the subject of an invitation for subscription or purchase, nor shall this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Offered Notes be circulated or distributed to any person in Singapore in any subsequent offer except to (I) an institutional investor (as defined in Section 4A of the SFA) or (II) an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Notice to investors in the European Economic Area

This Information Memorandum is not a prospectus for the purposes of Regulation (EU) 2017/1129 (as amended) (the "**EU Prospectus Regulation**"). This Information Memorandum has been prepared on the basis that any offer of Offered Notes in the European Economic Area will be made only to a person or entity qualifying as a qualified investor (as defined in article 2 of the EU Prospectus Regulation) (an "**EU Qualified Investor**"). Accordingly, any person making or intending to make an offer in the European Economic Area of Offered Notes which are the subject of the offering contemplated in this Information Memorandum may only do so to one or more EU Qualified Investors. None of the Manager, the Issuer nor any of the Joint Lead Managers has authorised, nor do they authorise, the making of any offer of Offered Notes in the European Economic Area other than to one or more EU Qualified Investors.

The Offered Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any EEA Retail Investor in the European Economic Area. For these purposes, an "**EEA Retail Investor**" means a person who is one (or more) of:

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

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

(c) not an EU Qualified Investor; and

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

Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPS Regulation**") for offering or selling the Offered Notes or otherwise making them available to EEA Retail Investors has been prepared and therefore offering or selling the Offered Notes or otherwise making them available to any EEA Retail Investor in the European Economic Area may be unlawful under the EU PRIIPS Regulation.

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

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

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

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

See Section 14 ("Subscription and Sale") for further details.

Notice to investors in the United Kingdom

This Information Memorandum is not a prospectus for the purposes of the UK Prospectus Regulation (as defined below). This Information Memorandum has been prepared on the basis that any offer of Offered Notes in the United Kingdom will be made only to a person or entity qualifying as a qualified investor (as defined in article 2 of the UK Prospectus Regulation) (a "**UK Qualified Investor**"). Accordingly, any person making or intending to make an offer in the United Kingdom of Offered Notes which are the subject of the offering contemplated in this Information Memorandum may only do so to one or more UK Qualified Investors. None of the Manager, the Issuer, nor any of the Joint Lead Managers, has authorised, nor do they authorise, the making of any offer of Offered Notes in the United Kingdom other than to one or more UK Qualified Investors.

The Offered Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any UK Retail Investor in the United Kingdom. For these purposes, a "UK Retail Investor" means a person who is one (or more) of:

(a) a retail client, as defined in point (8) of Article 2 of Commission Delegated Regulation (EU) 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA and as amended ("**UK Prospectus Regulation**"); or

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

(c) not a UK Qualified Investor.

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

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

In relation to each person that is, or is deemed to be, a MiFID firm manufacturer (within the meaning of MiFID II) for the purposes of MiFID II, the target market assessment in respect of the Offered Notes by

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

(a) the target market for the Offered Notes is only eligible counterparties, as defined in the FCA handbook conduct of business sourcebook, and professional clients, as defined in UK MIFIR; and

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

Any person subsequently offering, selling or recommending the Offered Notes (a "**Distributor**") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to the FCA handbook product intervention and product governance sourcebook is responsible for undertaking its own target market assessment in respect of the Offered Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

See Section 14 ("Subscription and Sale") for further details.

Offshore Associates

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

An Offshore Associate of the Issuer means an associate (as defined in section 128F of the Income Tax Assessment Act 1936 (Cth)) of the Issuer that is either a non-resident of Australia that does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia or, alternatively, a resident of Australia that acquires the Notes in carrying on a business at or through a permanent establishment outside of Australia. It is intended that the Issuer will offer and issue the 128F Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

EU Securitisation Regulation Rules and UK Securitisation Regulation Rules

On the Closing Date and thereafter on an ongoing basis for so long as any Offered Notes remain outstanding, AFGS will, as an "originator", as such term is defined for the purposes of the EU Securitisation Regulation, retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with Article 6(1) of the EU Securitisation Regulation, as in effect on the Closing Date (the "**EU Retention**").

On the Closing Date and thereafter on an ongoing basis for so long as any Offered Notes remain outstanding, AFGS will, as an "originator", as such term is defined for the purposes of UK Securitisation Regulation, retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with Article 6(1) of the UK Securitisation Regulation, as in effect on the Closing Date (the "**UK Retention**").

As at the Closing Date, (i) the EU Retention will be in the form of a pro-rata retention in each of the tranches sold or transferred to investors as provided in paragraph (a) of Article 6(3) of the EU Securitisation Regulation as in effect on the Closing Date, and (ii) the UK Retention will be in the form of a pro-rata retention in each of the tranches sold or transferred to investors as provided in paragraph (a) of Article 6(3) of the UK Securitisation Regulation, as in effect on the Closing Date, and in each case will be held by way of AFGS holding directly 100% of the shares in the Retention Vehicles, which will between them hold not less than 5% of the aggregate Invested Amount of the Class A1 Notes and the Class A2 Notes issued on the Closing Date and if applicable, which may hold not less than 5% of the aggregate Invested Amount of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes issued on the Closing Date (collectively, the "**RV Retention Notes**"), and if the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are not held by any Retention Vehicle in the manner described above, AFGS directly holding not less than 5% of the aggregate Invested Amount of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes issued on the Closing Date (the "**AFGS Retention Notes**" and

together with the RV Retention Notes, the "**Retention Notes**"). Any change in the manner in which the EU Retention or the UK Retention is held (which will be only as permitted by the Securitisation Regulation Rules) will be notified to the Noteholders.

AFGS and each Retention Vehicle will give certain other representations, warranties and undertakings with respect to the EU Securitisation Regulation Rules and (to a limited extent) with respect to the UK Securitisation Regulation Rules, all as summarised in Section 2.4 ("Securitisation Regulation Rules").

Prospective investors should be aware that the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules include, amongst other things, requirements as to the verification, due diligence and monitoring to be conducted in respect of securitisation transactions by institutional investors (as defined for purposes of the EU Securitisation Regulation and the UK Securitisation Regulation, respectively).

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

Prospective investors and Noteholders are responsible for analysing their own legal and regulatory position; and are encouraged (where relevant) to consult their own legal, accounting and other advisors and/or any relevant regulator or other authority regarding (i) the suitability of the Notes for investment, and, in particular, the scope and applicability of the EU Securitisation Regulation Rules (and any implementing rules in relation to any relevant jurisdiction) and the UK Securitisation Regulation Rules; (ii) the potential implications of any financing entered into in respect of the Retention Notes (as described in Section 2.4 ("Securitisation Regulation Rules"); (iii) whether the undertakings by AFGS and the Retention Vehicles to retain the EU Retention and the UK Retention as described above and in this Information Memorandum generally and of the information in this Information Memorandum, and which may otherwise be made available to investors (including in the investor reports) are, or will be, sufficient for the purposes of complying with the EU Investor Requirements and any corresponding national measures which may be relevant or the UK Investor Requirements; and (iv) their compliance generally with any applicable EU Investor Requirements or UK Investor Requirements.

Any failure by an Affected Investor to comply with EU Investor Requirements or the UK Investor Requirements (as applicable) with respect to an investment in the Offered Notes may result in the imposition of a penalty regulatory capital charge on that investment or of other regulatory sanctions by the competent authority of such Affected Investor. The Securitisation Regulation Rules and any other changes to the regulation or regulatory treatment of the notes for some or all investors may negatively impact the regulatory position of Noteholders or prospective investors and have an adverse impact on the value and liquidity of the Offered Notes.

For further details, see Section 2.4 ("Securitisation Regulation Rules").

Japan Due Diligence and Retention Rules

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

AFGS and/or the Retention Vehicles (each of which is a company in which AFGS holds 100% of the shares) will undertake to hold collectively not less than 5% of the aggregate Invested Amount of the, the

Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes issued on the Closing Date.

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

For further details, see Section 2.5 ("Japan Due Diligence and Retention Rules").

Repo-Eligibility

The Manager intends to make an application to the Reserve Bank of Australia ("**RBA**") for the Class A1 Notes, and the Class A2 Notes to be "eligible securities" (or "repo eligible") for the purposes of repurchase agreements with the RBA.

The criteria for repo eligibility published by the RBA require, among other things, that certain information be provided by the Manager to the RBA at the time of seeking repo-eligibility and during the term of the Class A1 Notes and the Class A2 Notes in order for the Class A1 Notes and the Class A2 Notes to be (and to continue to be) repo-eligible.

No assurance can be given that the application by the Manager for the Class A1 Notes and the Class A2 Notes to be repo eligible will be successful, or that the Class A1 Notes and the Class A2 Notes will continue to be repo eligible at all times even if they are eligible in relation to their initial issue. For example, subsequent changes by the RBA to its criteria could affect whether the Class A1 Notes and the Class A2 Notes continue to be repo-eligible.

If the Class A1 Notes and the Class A2 Notes are repo-eligible at any time, Noteholders should be aware that relevant disclosures may be made by the Manager to investors and potential investors in the Class A1 Notes and the Class A2 Notes from time to time in such form as determined by the Manager as it sees fit (including for the purpose of complying with the RBA's criteria).

Credit Ratings

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

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

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

Benchmark Amendments

If, at any time, a Permanent Discontinuation Trigger occurs with respect to the Applicable Benchmark Rate that applies to the Notes at that time (a "**Benchmark Event**") and the Manager determines that amendments to any Transaction Documents are necessary to give effect to the application of the applicable Fallback Rate as contemplated by condition 6.10 ("Permanent Discontinuation Fallback") of Section 6 ("Conditions of the Notes") ("**Benchmark Amendments**"), the parties to the relevant Transaction Documents may make such Benchmark Amendments as may be necessary to give effect to the application of the applicable Fallback Rate without the requirement of any consent from the

Secured Creditors and/or Noteholders, provided that such Benchmark Amendments may only take effect on or after the Permanent Fallback Effective Date in respect of the Permanent Discontinuation Trigger for the Applicable Benchmark Rate. In relation to making any Benchmark Amendments, the Issuer will act at the direction of the Trust Manager and the Security Trustee will agree to any Benchmark Amendments agreed to by the Issuer.

None of the Trust Manager, the Issuer, the Security Trustee or any other party to the Transaction Documents have any liability to any Noteholder for either any determination of any Fallback Rate in accordance with condition 6.10 ("Permanent Discontinuation Fallback") of Section 6 ("Conditions of the Notes") or the execution or application of any Benchmark Amendments made in accordance with the procedures described above.

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1 SUMMARY – PRINCIPAL TERMS OF THE OFFERED NOTES

This table provides a summary of certain principal terms of the Offered Notes issued in respect of the Trust. This summary is qualified by the more detailed information contained elsewhere in this Information Memorandum.

	Class A1 Notes	**Class A2 Notes**	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**
Denomination	AUD	AUD	AUD	AUD	AUD	AUD
Aggregate Initial Invested Amount	$675,000,000	$42,000,000	$12,375,000	$9,000,000	$5,250,000	$2,625,000
Initial Invested Amount per Offered Note	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Issue price	100%	100%	100%	100%	100%	100%
Interest frequency	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Payment Dates	The 10th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 11 December 2023.	The 10th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 11 December 2023.	The 10th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 11 December 2023.	The 10th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 11 December 2023.	The 10th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 11 December 2023.	The 10th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 11 December 2023.
Interest Rate	BBSW Rate (1 month) + Margin + (from the Step-up Margin Date) Step-Up Margin	BBSW Rate (1 month) + Margin + (from the Step-up Margin Date) Step-up Margin	BBSW Rate (1 month) + Margin	BBSW Rate (1 month) + Margin	BBSW Rate (1 month) + Margin	BBSW Rate (1 month) + Margin
Margin	1.30%	1.70%	2.55%	3.00%	3.85%	6.30%
Note Step-Up Margin	0.50%	0.50%	Not applicable	Not applicable	Not applicable	Not applicable
Day count fraction	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)
Business Day Convention	Following	Following	Following	Following	Following	Following
Maturity Date	The Payment Date in March 2055	The Payment Date in March 2055	The Payment Date in March 2055	The Payment Date in March 2055	The Payment Date in March 2055	The Payment Date in March 2055
Ratings						
• Fitch	AAAsf	AAAsf	AAsf	Asf	BBBsf	BBsf
• S&P	AAA(sf)	AAA(sf)	Not Rated	Not Rated	Not Rated	Not Rated
Governing law	New South Wales	New South Wales	New South Wales	New South Wales	New South Wales	New South Wales
Form of Notes	Registered	Registered	Registered	Registered	Registered	Registered
Listing	Australian Securities Exchange	Australian Securities Exchange	Not applicable	Not applicable	Not applicable	Not applicable
Clearance	Austraclear / Euroclear / Clearstream, Luxembourg	Austraclear / Euroclear / Clearstream, Luxembourg	Austraclear / Euroclear / Clearstream, Luxembourg	Austraclear / Euroclear/ Clearstream, Luxembourg	Austraclear / Euroclear / Clearstream, Luxembourg	Austraclear / Euroclear / Clearstream, Luxembourg
ISIN	AU3FN0081709	AU3FN0081725	AU3FN0081733	AU3FN0081741	AU3FN0081758	AU3FN0081766
Common Code	270478123	270478174	270478182	270478204	270478212	270478239

2 GENERAL

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

2.1 Summary – Transaction Parties

Trust	AFG 2023-1 Trust
Series	Series 2023-1
Issuer	Perpetual Corporate Trust Limited (ABN 99 000 341 533) in its capacity as trustee of the Trust and in respect of the Series
Manager	AFG Securities Pty Ltd (ABN 90 119 343 118)
Originator	AFG Securities Pty Ltd (ABN 90 119 343 118)
Servicer	AFG Securities Pty Ltd (ABN 90 119 343 118)
Standby Servicer	Perpetual Corporate Trust Limited (ABN 99 000 341 533)
Security Trustee	P.T. Limited (ABN 67 004 454 666) in its capacity as trustee of the AFG 2023-1 Trust – Series 2023-1 Security Trust
Registrar	The Issuer
Liquidity Facility Provider	National Australia Bank Limited (ABN 12 004 044 937)
Arranger, Joint Lead Manager and Dealer	National Australia Bank Limited (ABN 12 004 044 937)
Joint Lead Manager and Dealer	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) Commonwealth Bank of Australia (ABN 48 123 123 124) United Overseas Bank Limited (ABN 56 060 785 284)
Residual Income Unitholder	AFG Securities Pty Ltd (ABN 90 119 343 118)
Residual Capital Unitholder	AFG Securities Pty Ltd (ABN 90 119 343 118)
Rating Agencies	S&P Global Ratings Australia Pty Ltd (ABN 62 007 324 852) and Fitch Australia Pty Ltd (ABN 93 081 339 184)
Mortgage Insurers	Helia Insurance Pty Limited (ABN 60 106 974 305) and QBE Lenders' Mortgage Insurance Limited (ABN 70 000 511 071)

2.2 Summary – Transaction

Closing Date	26 October 2023, or such other date notified by the Manager to the Issuer.
Cut-Off Date	17 September 2023.
Eligibility Criteria	See Section 5.2 ("Eligibility Criteria for Series Receivables").

Payment Dates	The 10th day of each month, subject to the Business Day Convention. The first Payment Date occurs on 11 December 2023.
Determination Date	The day which is 3 Business Days prior to each Payment Date.
Call Option Date	Each Payment Date occurring on or following the earliest to occur of: (a) the Date Based Call Option Date; and (b) the Payment Date following the first Determination Date on which the aggregate Invested Amount of all Notes is less than 15% of the aggregate Initial Invested Amount of all Notes on the Closing Date.
Step-Down Conditions	The Step-Down Conditions are satisfied on a Payment Date if: (a) the Payment Date is before the first Call Option Date; (b) the Payment Date occurs on or after the day which is 2 years after the Closing Date; (c) the Subordinated Note Percentage as at the Determination Date immediately preceding that Payment Date is at least 20.0%; (d) the Average Arrears Ratio on the Determination Date immediately preceding that Payment Date is less than or equal to 2.0%; and (e) there are no unreimbursed Carryover Charge-Offs in respect of any Class of Notes as at the Determination Date immediately preceding that Payment Date.
Derivative Contract	As at the Closing Date, there will be no Derivative Contract (and therefore no Counterparty) in respect of the Series. A Derivative Contract may be entered into by the Issuer after the Closing Date (including in the circumstances described in Section 5.7 (“Fixed Rate Housing Loans”)) only if a Rating Notification has been provided.

2.3 General Information on the Notes

Type	The Notes are multi-class, asset backed, secured, limited recourse, amortising, floating rate debt securities and are issued with the benefit of, and subject to, the Master Trust Deed, the General Security Deed, the Issue Supplement, the Note Deed Poll and the other Transaction Documents.
Classes	The Notes will be divided into 8 classes: Class A1 Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes and Redraw Notes.
Offered Notes	The Class A1 Notes, Class A2 Notes, Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes comprise the Offered Notes. This Information Memorandum

	relates solely to a proposed issue of the Offered Notes by the Issuer.
Additional Notes and Series	The Issuer will issue the Class F Notes on the Closing Date to AFGS and/or others. The aggregate Initial Invested Amount of the Class F Notes will be A$3,750,000. The Class F Notes will not be rated. The Issuer may not issue any further Notes after the Closing Date other than Redraw Notes in the circumstances described in Section 5.8 ("Redraws and Further Advances"). No series in respect of the Trust will be created other than the Series.
Rating	The Offered Notes will initially have the rating specified in Section 1 ("Summary – Principal Terms of the Offered Notes"). The rating of the Offered Notes should be evaluated independently from similar ratings on other types of notes or securities. A rating is not a recommendation to buy, sell or hold securities, nor does it comment as to principal prepayments, market price or the suitability of securities for particular investors. A rating may be changed, suspended or withdrawn at any time by the relevant Rating Agency.
Call Option	The Manager may (at its option) direct the Issuer to redeem all, but not some only, of the outstanding Notes on a Call Option Date. The Notes will be redeemed by the Issuer at the Redemption Amount for those Notes. The Issuer, at the direction of the Manager, must give at least 10 days' notice to the Noteholders of its intention to exercise its option to redeem the Notes on a Call Option Date.
Early Redemption	If a law requires the Issuer to withhold or deduct an amount in respect of Taxes (excluding any FATCA Withholding Tax) from a payment in respect of a Note, then the Manager may (at its option) direct the Issuer to redeem all (but not some only) of the Notes by paying to the Noteholders the Redemption Amount for the Notes. The Issuer must give at least 10 days' notice to the relevant Noteholders of its intention to redeem the Notes.
Form of Notes	The Notes will be in uncertificated registered form and inscribed on a register maintained by the Issuer in Australia.
Listing	Subject to investor demand and other considerations, the Manager may apply to list the Class A1 Notes and the Class A2 Notes on the Australian Securities Exchange after the Closing Date. However, there can be no assurance that such an application (if any) will be approved and, accordingly, the issuance and settlement of the Offered Notes on the Closing Date is not conditional on the listing of the Class A1 Notes and the Class A2 Notes on the Australian Securities Exchange. Perpetual

Corporate Trust Limited will not be taken to have authorised or made any such listing application.

The Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes have not been, and will not be, admitted to listing or to trading on any stock exchange.

2.4 Securitisation Regulation Rules

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

With respect to the United Kingdom ("**UK**"), relevant UK-established or UK-regulated persons are subject to the restrictions and obligations of Regulation (EU 2017/2402) as it forms part of the domestic laws of the UK as "retained EU law", by operation of the EUWA and as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (and as further amended from time to time, the "**UK Securitisation Regulation**" and , together with (a) all applicable binding technical standards made under the UK Securitisation Regulation, (b) any EU regulatory technical standards or implementing technical standards relating to the EU Securitisation Regulation (including, without limitation, such regulatory technical standards or implementing technical standards which are applicable pursuant to any transitional provisions of the EU Securitisation Regulation) forming part of the domestic law of the UK by operation of the EUWA; (c) all relevant guidance, policy statements or directions relating to the application of the UK Securitisation Regulation (or any binding technical standards) published by the Financial Conduct Authority ("**FCA**") and/or the Prudential Regulation Authority ("**PRA**") (or their successors), (d) any guidelines relating to the application of the EU Securitisation Regulation which are applicable in the UK, (e) any other relevant transitional, saving or other provision relevant to the UK Securitisation Regulation by virtue of the operation of the EUWA, and (f) any other applicable laws, acts, statutory instruments, rules, guidance or policy statements published or enacted relating to the UK Securitisation Regulation, in each case, as amended and in effect from time to time, the "**UK Securitisation Regulation Rules**").

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

EU Investor Requirements

Article 5 of the EU Securitisation Regulation, places certain conditions (the "**EU Investor Requirements**") on investments in securitisations (as defined in the EU Securitisation Regulation) by "institutional investors", defined in the EU Securitisation Regulation to include: (a) a credit institution or an investment firm as defined in and for purposes of Regulation (EU) No 575/2013, as amended, known as the Capital Requirements Regulation (the "**EU CRR**"), (b) an insurance undertaking or a reinsurance undertaking as defined in Directive 2009/138/EC, as amended, known as Solvency II, (c) an alternative investment fund manager as defined in Directive 2011/61/EU that manages or markets alternative investment funds in the EU, (d) an undertaking for collective investment in transferable securities ("**UCITS**") management company, as defined in Directive 2009/65/EC, as amended, known as the

UCITS Directive, or an internally managed UCITS, which is an investment company that is authorised in accordance with that Directive and has not designated such a management company for its management, and (e) with certain exceptions an institution for occupational retirement provision falling within the scope of Directive (EU) 2016/2341, or an investment manager or an authorised entity appointed by such an institution for occupational retirement provision as provided in that Directive. Pursuant to Article 14 of the EU CRR, the EU Investor Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of institutions regulated under the EU CRR (such affiliates, together with all such institutional investors, "**EU Affected Investors**").

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

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

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

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

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

UK Investor Requirements

Article 5 of the UK Securitisation Regulation places certain conditions (the "**UK Investor Requirements**", and together with the EU Investor Requirements, the "**Investor Requirements**") on investments in securitisations (as defined in the UK Securitisation Regulation) by "institutional investors", defined in the UK Securitisation Regulation to include: (a) an insurance undertaking as defined in section 417(1) of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**"); (b) a reinsurance undertaking as defined in section 417(1) of FSMA; (c) an occupational pension scheme as defined in section 1(1) of the Pension Schemes Act 1993 that has its main administration in the UK, or a fund manager of such a scheme appointed under section 34(2) of the Pensions Act 1995 that, in respect of activity undertaken pursuant to that appointment, is authorised for the purposes of section 31 of FSMA; (d) an AIFM as defined in regulation 4(1) of the Alternative Investment Fund Managers Regulations 2013 which markets or manages AIFs (as defined in regulation 3 of those Regulations) in the UK; (e) a management company as defined in section 237(2) of FSMA; (f) a UCITS as defined by section 236A of FSMA, which is an authorised open ended investment company as defined in section 237(3) of FSMA; (g) a CRR firm as defined by Article 4(1)(2A) of Regulation (EU) No 575/2013, as it forms part of UK domestic law by virtue of the EUWA and as amended ("**UK CRR**"); and (h) an FCA investment firm as defined by Article 4(1)(2AB) of the UK CRR. The UK Investor Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of entities regulated under the UK CRR (such affiliates, together with all such institutional investors, "**UK Affected Investors**" and, together with EU Affected Investors, "**Affected Investors**").

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

The UK Investor Requirements provide that, prior to investing in (or otherwise holding an exposure to) a "securitisation position" (as defined in the UK Securitisation Regulation), a UK Affected Investor, other than the originator, sponsor or original lender (each as defined in the UK Securitisation Regulation) must, among other things: (a) verify that, where the originator or original lender is established in a third country (that is, not in the UK), the originator or original lender grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness, (b) verify that, if the originator, the original lender or the sponsor is established in a third country (that is, not in the UK), the originator, sponsor or original lender retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5%, determined in accordance with Article 6 of the UK Securitisation Regulation, and discloses the risk retention to UK Affected Investors, (c) verify that, if the originator, sponsor or SSPE is established in a third country (that is, not in the UK), the originator, sponsor or SSPE has, where applicable, made available information which is substantially the same as that which it would have made available under Article 7 of the UK Securitisation Regulation (which sets out transparency requirements for originators, sponsors and SSPEs) if it had been established in the UK and has done so with such frequency and modalities as are substantially the same as those with which it would have made information available in accordance with that Article if it had been established in the UK, and (d) carry out a due-diligence assessment in accordance with the UK Securitisation Regulation Rules which enables the UK Affected Investor to assess the risks involved, considering at least (i) the risk characteristics of the securitisation position and the underlying exposures, and (ii) all the structural features of the securitisation that can materially impact the performance of the securitisation position.

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

The UK Securitisation Regulation largely mirrors (with some adjustments) the EU Securitisation Regulation as it applied in the EU at the end of 2020. The UK Securitisation Regulation regime is currently subject to a review. HM Treasury issued a report on this review in December 2021 outlining a

number of areas where legislative reforms may be introduced in due course. The legislative reforms affecting the UK Securitisation Regulation regime are being introduced under the Financial Services and Markets Act 2023 which received Royal Assent on 29 June 2023 and the "Edinburgh Reforms" of UK financial services unveiled on 9 December 2022. In July 2023, HM Treasury published a near-final version of a draft statutory instrument for final checks and technical comment. The timing and all of the details for the implementation of securitisation-specific reforms are not yet known, but these are expected to become clearer in the course of 2023 to 2024. Therefore, some divergence between EU and UK regimes exists already and the risk of more divergence in the future between EU and UK regimes cannot be ruled out.

Prospective investors that are UK Affected Investors should note the differences in the wording of the EU Investor Requirements and the UK Investor Requirements as each relates to the verification of certain transparency requirements. Article 5(1)(f) of the UK Securitisation Regulation requires any UK Affected Investor to verify that "the originator, sponsor or SSPE has, where applicable: (i) made available information which is substantially the same as that which it would have made available in accordance with point (e) if it had been established in the UK; and (ii) has done so with such frequency and modalities as are substantially the same as those with which it would have made information available in accordance with point (e) if it had been so established". There remains considerable uncertainty as to how UK Affected Investors should ensure compliance with the UK Investor Requirements. This includes uncertainty as to the extent (if any) to which, in the absence of any information being made available specifically for purposes of, or in connection with, any requirement of the UK Securitisation Regulation Rules (as noted below), any information to be provided by AFGS with regard to Article 7 of the EU Securitisation Regulation and the EU Disclosure Technical Standards (as described under "EU Disclosure" below) could be determined to be "substantially the same" within the meaning of Article 5(1)(f) of the UK Securitisation Regulation, delivered with the frequency and modality required by such Article 5(1)(f) and otherwise sufficient to satisfy the relevant elements of the UK Investor Requirements, and also what view the relevant UK regulator of any UK Affected Investor might take as regards such matters. In the UK, UK regulators are yet to publicly clarify the parameters for satisfying the "substantially the same as" test for the purposes of UK Investor Requirements.

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

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

Transaction Requirements

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

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

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

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

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

The EU Securitisation Regulation provides for certain aspects of the EU Transaction Requirements to be further specified in regulatory technical standards and implementing technical standards to be adopted by the European Commission as delegated regulations. In respect of Article 6 of the EU Securitisation Regulation, the EBA has published final draft regulatory technical standards dated 1 April 2022, which were adopted (with some amendments) on 7 July 2023 by the European Commission (the "**Draft Recast Retention RTS of July 2023**"). The Draft Recast Retention RTS of July 2023 will be subject to scrutiny by the European Parliament and Council before the finalised text of the regulatory technical standards can be published in the Official Journal of the European Union and enter into force on the 20th day thereafter. The Draft Recast Retention RTS of July 2023 is expected to enter into force at some point in late 2023 or early 2024. Pursuant to Article 43(7) of the EU Securitisation Regulation, until these regulatory technical standards apply, certain provisions of Commission Delegated Regulation (EU) No. 625/2014 continue to apply in respect of the EU Retention Requirement. In respect of Article 7 of the EU Securitisation Regulation, the relevant technical standards are comprised in Commission Delegated Regulation (EU) 2020/1224 and Commission Implementing Regulation (EU) 2020/1225 (together, the "**EU Disclosure Technical Standards**"). The EU Disclosure Technical Standards make provision as to (amongst other things) the data to be made available, and the format in which information must be presented, for purposes of satisfying the EU Transparency Requirements. However, there still remains some uncertainty at the current time as to, amongst other things, how some of the fields in the reporting templates prescribed by the EU Disclosure Technical Standards should be completed.

On 10 October 2022, the European Commission published its report to the European Parliament and the Council on the Functioning of the Securitisation Regulation (COM(2022) 517) (the "**Report**") in which it expressed its views on the jurisdictional scope of application of the EU Investor Requirements and EU Transparency Requirements in the context of a non-EU securitisation for the purposes of the EU Transaction Requirements. In particular, the Report provides guidance on the interpretation of Article 5(1)(e) of the EU Investor Requirements (which requires that EU Affected Investors verify, prior to holding a securitisation position, that the originator, sponsor or SSPE has, where applicable, made available the information described above) in respect of scenarios where none of the originator, sponsor or SSPE are located in the EU. In the Report, the European Commission considers that differentiating the scope of information provided under the EU Investor Requirements based on whether a securitisation is issued by originators, original lenders, sponsors and SSPEs supervised or established in the EU, or entities based in third countries, is not in line with the legislative intent and, as such, that the jurisdiction of the originator, sponsor or SSPE should not affect the interpretation of Article 5(1)(e) of the EU Investor Requirements. It is unclear whether any amendments to the EU Securitisation Regulation which reflect this interpretative guidance will be adopted. In addition, the European Commission proposed to amend the EU Disclosure Technical Standards in order to introduce new simplified reporting templates for private securitisations to make it easier for issuers from third countries to provide the required information for the purposes of the EU Transaction Requirements. The content of such new reporting templates and the timing of when they will be introduced and become applicable is unclear at this stage.

The EU Securitisation Regulation Rules provide that an entity shall not be considered an "originator" (as defined for purposes of the EU Securitisation Regulation) if it has been established or operates for the sole purpose of securitising exposures. See Sections 8 ("The AFG Group"), 9 ("Origination and Servicing of the Series Receivables") and 10.3 ("AFGS – Originator, Manager and Servicer") in this Information Memorandum for information regarding AFGS, its business and activities.

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

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

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

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

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

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

The UK Securitisation Regulation Rules provide that an entity shall not be considered an "originator" (as defined for purposes of the UK Securitisation Regulation) if it has been established or operates for the sole purpose of securitising exposures. See Sections 8 ("The AFG Group"), 9 ("Origination and Servicing of the Series Receivables") and 10.3 ("AFGS – Originator, Manager and Servicer") in this Information Memorandum for information regarding AFGS, its business and activities.

EU Risk Retention and UK Risk Retention

The EU Securitisation Regulation is silent as to the jurisdictional scope of the EU Retention Requirement and consequently, whether, for example, it imposes a direct obligation upon non-EU established entities such as AFGS. However, (i) the explanatory memorandum to the original European Commission proposal for legislation that was ultimately enacted as the EU Securitisation Regulation stated that "The current proposal thus imposes a direct risk retention requirement and a reporting obligation on the originator, sponsor or the original lenders…For securitisations notably in situations where the originator, sponsor nor original lender is not established in the EU the indirect approach will continue to fully apply.";

and (ii) the EBA, in a paper published on 31 July 2018 in relation to the draft regulatory technical standards then proposed to be made pursuant to Article 6 of the EU Securitisation Regulation, said: "The EBA agrees however that a 'direct' obligation should apply only to originators, sponsors and original lenders established in the EU as suggested by the [European] Commission in the explanatory memorandum". This interpretation (the "**EBA Guidance Interpretation**") is, however, non-binding and not legally enforceable. Notwithstanding the above, AFGS as "originator", will agree to retain a material net economic interest in the securitisation transaction described in this Information Memorandum in accordance with Article 6(1) of the EU Securitisation Regulation, as in effect on the Closing Date and as described below in this Information Memorandum.

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

On the Closing Date and thereafter for so long as any Offered Notes remain outstanding, AFGS will, as an "originator" (as such term is defined for the purposes of the EU Securitisation Regulation) undertake to retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with Article 6(1) of the EU Securitisation Regulation, as in effect on the Closing Date (the "**EU Retention**").

On the Closing Date and thereafter for so long as any Offered Notes remain outstanding, AFGS will, as an "originator" (as such term is defined for the purposes of the UK Securitisation Regulation) undertake to retain a material net economic interest of not less than 5% in this securitisation transaction in accordance with Article 6(1) of the UK Securitisation Regulation, as in effect on the Closing Date (the "**UK Retention**").

As at the Closing Date, (i) the EU Retention will be in the form of a pro-rata retention in each of the tranches sold or transferred to investors as provided in paragraph (a) of Article 6(3) of the EU Securitisation Regulation, as in effect on the Closing Date, and (ii) the UK Retention will be in the form of a pro-rata retention in each of the tranches sold or transferred to investors as provided in paragraph (a) of Article 6(3) of the UK Securitisation Regulation, as in effect on the Closing Date, and in each case will be comprised by AFGS directly holding 100% of the shares in the Retention Vehicles, which will between them hold not less than 5% of the aggregate Invested Amount of the Class A1 Notes and the Class A2 Notes issued on the Closing Date and if applicable, which may hold not less than 5% of the aggregate Invested Amount of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes issued on the Closing Date (collectively, the "**RV Retention Notes**"), and if the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are not held by any Retention Vehicle in the manner described above, AFGS directly holding not less than 5% of the aggregate Invested Amount of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes issued on the Closing Date (the "**AFGS Retention Notes**" and together with the RV Retention Notes, the "**Retention Notes**") .

For so long as any Offered Notes remain outstanding, AFGS will undertake (in each case with reference to the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules as in effect on the Closing Date):

(a) to retain the EU Retention and the UK Retention on an ongoing basis;

(b) not to change the manner or form in which it retains the EU Retention or the UK Retention (as described above), except as permitted by the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules;

(c) not to dispose of, assign, transfer or otherwise surrender all or any part of the rights, benefits or obligations arising from its 100% interest in each Retention Vehicle or the AFGS Retention Notes, except (in each case) as permitted by the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules;

(d) not to utilise or enter into any credit risk mitigation techniques, any short positions or any other hedge against the credit risk of its interest in each Retention Vehicle or the AFGS Retention Notes, except (in each case) as permitted by the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules; and

(e) to confirm or cause to be confirmed the status of its compliance with paragraphs (a), (b), (c) and (d) above in each periodic report provided to Noteholders.

For so long as any Offered Notes remain outstanding, each Retention Vehicle will undertake (in each case with reference to the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules as in effect on the Closing Date):

(a) that it will continue to hold, on an ongoing basis, the RV Retention Notes acquired by it on the Closing Date, unless otherwise instructed by AFGS in accordance with the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules;

(b) except to the extent permitted by or provided for in the Transaction Documents, not to carry on any other trade or business or any activities or hold shares in any company or hold any other assets other than any RV Retention Notes and any Permitted Retention;

(c) not to take any action which would reduce AFGS's exposure to the economic risk of the RV Retention Notes in such a way that AFGS would cease to hold the EU Retention or the UK Retention, including (without limitation) not to sell, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the RV Retention Notes acquired by it on the Closing Date, and not to utilise or enter into any credit risk mitigation techniques, any short positions or any other hedge against the credit risk of those RV Retention Notes, except (in each case) as permitted by the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules;

(d) not to issue any further shares in addition to those that are in issue to AFGS as at the Closing Date; and

(e) to immediately notify AFGS if it fails to comply with any of its obligations under paragraphs (a) to (d) above. To the extent that no notice is provided to AFGS in accordance with this paragraph (e), AFGS shall be entitled to assume (without further enquiry) compliance by the Retention Vehicle with paragraphs (a) to (d) above and include a statement to that effect in each periodic report provided to Noteholders.

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

Each Retention Vehicle may obtain debt financing to finance the holding of its RV Retention Notes with one or more lenders, including any of the Joint Lead Managers. If a Retention Vehicle obtains any such financing, that Retention Vehicle will grant a security interest over its RV Retention Notes and AFGS will provide a full recourse guarantee in respect of the Retention Vehicle's obligations under the debt financing arrangements supported by a security interest over its interests in that Retention Vehicle to secure such debt financing. The grant of the security interests would result in the lender (or other financing counterparty) having enforcement rights in the case of an event of default under the financing, which may include the right to appropriate or sell the RV Retention Notes held by the relevant Retention Vehicle or AFGS' interest in that Retention Vehicle (as applicable). In carrying out any such enforcement action or transfers, the financing counterparty would not be required to have regard to the provisions of the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules, and any such

enforcement or transfer could result in an Affected Investor being unable to comply with the applicable Investor Requirements.

EU Disclosure

AFGS will also give various representations, warranties and further undertakings with respect to the EU Securitisation Regulation, as follows:

(a) With reference to Article 7(1) of the EU Securitisation Regulation, AFGS, as originator, will undertake to make available (y) to Noteholders and (z) upon request, to potential investors:

(i) with reference to Article 7(1)(a) of the EU Securitisation Regulation, quarterly portfolio reports containing loan level data in relation to the pool of loans held by the Issuer as required by Article 7(1)(a) of the EU Securitisation Regulation. The material referred to in this paragraph shall be made available at the latest one month after the end of the period the portfolio report covers;

(ii) all documentation required to be provided by an originator subject to Article 7(1)(b) of the EU Securitisation Regulation, including but not limited to the Transaction Documents and this Information Memorandum. The material referred to in this paragraph (a)(ii) shall be made available before pricing of the Offered Notes;

(iii) with reference to Article 7(1)(e) of the EU Securitisation Regulation, quarterly investor reports as required by Article 7(1)(e) of the EU Securitisation Regulation containing the following information:

(A) all materially relevant data on the credit quality and performance of the Series Receivables;

(B) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and data on the cash flows generated by the Series Receivables and by the liabilities of the securitisation; and

(C) information about the risk retained, including information on which of the modalities provided for in Article 6(3) of the EU Securitisation Regulation has been applied, in accordance with Article 6 of the EU Securitisation Regulation.

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

(iv) with reference to Article 7(1)(f) of the EU Securitisation Regulation (if applicable), any inside information relating to this securitisation transaction that AFGS (as the originator) or the Issuer (as the SSPE) is obliged to make public in accordance with Article 17 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation. The material referred to in this paragraph shall be made available without delay; and

(v) with reference to Article 7(1)(g) of the EU Securitisation Regulation information as to any significant event such as:

(A) a material breach of the obligations provided for in the Transaction Documents, including any remedy, waiver or consent subsequently provided in relation to such a breach;

(B) a change in the structural features that can materially impact the performance of the securitisation;

(C) a change in the risk characteristics of the securitisation or of the Series Receivables that can materially impact the performance of the securitisation; and

(D) any material amendment to any Transaction Document.

The information referred to in this paragraph shall be made available without delay.

(b) With reference to Article 7(2) of the EU Securitisation Regulation, to the extent required, AFGS as the originator is designated as the entity required to provide the information referred to in Article 7(1) of the EU Securitisation Regulation.

Credit-Granting

Although AFGS believes that AFGS is not subject to the EU Credit-Granting Requirements or the UK Credit-Grating Requirements, AFGS as originator will represent that:

(a) it has granted all of the credits giving rise to the Series Receivables to be acquired by the Issuer on the basis of sounds and well-defined criteria and clearly established processes for approving and, where relevant, amending, renewing and refinancing those credits; and

(b) it has effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness.

Information about the origination and servicing procedures of AFGS in connection with the approval, amendment, renewing and financing of credits giving rise to the Series Receivables is set out in Section 9 ("Origination and Servicing of the Series Receivables").

Additional information

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

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

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

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

None of AFGS, the Retention Vehicles, the Arranger, the Joint Lead Managers or any other party to the Transaction Documents (i) makes any representation that the performance of the undertakings

described above, the making of the representations and warranties described above, and the information in this Information Memorandum, or any other information which may be made available to investors, are or will be sufficient in all circumstances for the purposes of any person's compliance with applicable Investor Requirements, or that the structure of the Offered Notes, AFGS (including its holding of the EU Retention and the UK Retention) and the transactions described in this Information Memorandum are compliant with the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules or with any other applicable legal, regulatory or other requirements, (ii) has any liability to any prospective investor or any other person for any deficiency in or insufficiency of such information or any failure of the transactions or structure contemplated in this Information Memorandum to comply with or otherwise satisfy the requirements of the EU Securitisation Regulation Rules or the UK Securitisation Regulation Rules, any subsequent change in law, rule or regulation or any other applicable legal, regulatory or other requirements (other than, in each case, any liability arising as a result of a breach by the relevant person of the undertakings described above), or (iii) has any obligation to provide any further information or take any other steps that may be required by any person to enable compliance by such person with any applicable Investor Requirement or any other applicable legal, regulatory or other requirements (other than, in each case, the specific obligations undertaken and/or representations made by AFGS and the Retention Vehicles in that regard as described above).

None of Arranger, the Dealers, the Joint Lead Managers, the Liquidity Facility Provider, AFGS or any other party to the Transaction Documents has any responsibility to maintain or enforce compliance with the EU Securitisation Regulation and the UK Securitisation Regulation.

2.5 Japan Due Diligence and Retention Rules

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

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

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

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

(b) either:

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

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

On 15 March 2019, the JFSA published certain guidelines which also came into effect on 31 March 2019 on the applicability and scope of the Japan Due Diligence and Retention Rules.

There remains, nonetheless, a relative level of uncertainty at the current time as how the Japan Due Diligence and Retention Rules will be interpreted and applied to any specific securitisation transaction. At this time, prospective investors should understand that there are a number of unresolved questions and no established line of authority, precedent or market practice that provides definitive guidance with respect to the Japan Due Diligence and Retention Rules, and no assurances can be made as to the content, impact or interpretation of the Japan Due Diligence and Retention Rules. In particular, the basis

for the determination of whether an asset is “inappropriately originated” remains unclear, and therefore unless the JFSA provides further specific clarification, it is possible that this transaction may contain assets deemed to be “inappropriately originated” and as a result may not be exempt from the Appropriate Origination Requirement. Whether and to what extent the JFSA may provide further clarification or interpretation as to the Japan Due Diligence and Retention Rules is unknown.

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

AFGS and each relevant Retention Vehicle (each of which is a 100% owned subsidiary of AFGS) will undertake to hold collectively not less than 5% of the aggregate Invested Amount of the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes issued on the Closing Date.

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

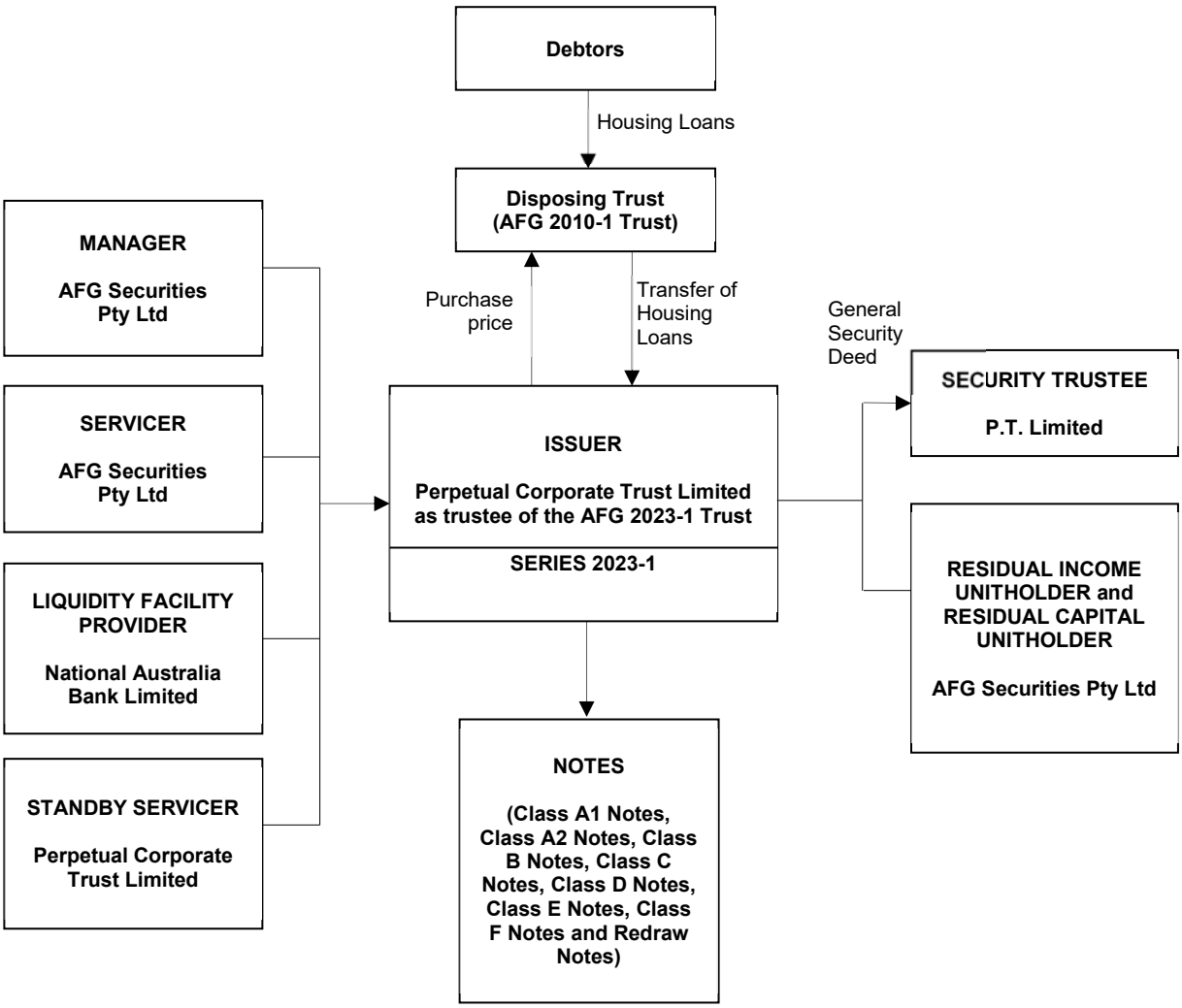
Prospective investors should make their own independent investigation and seek their own independent advice (i) as to the applicability and scope of the Japan Due Diligence and Retention Rules; (ii) as to the sufficiency of the information described in this Information Memorandum, and which may otherwise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

None of AFGS, the Retention Vehicles, the Arranger, the Joint Lead Managers or any other party to the Transaction Documents (i) makes any representation that the information described in this Information Memorandum, or any other information which may be made available to investors, are or will be sufficient for the purposes of any Japan Obliged Entity’s compliance with the Japan Due Diligence and Retention Rules, (ii) has any liability to any prospective investor or any other person for any insufficiency of such information or any noncompliance by any such person with the Japan Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements, or (iii) has any obligation to provide any further information or take any other steps that may be required by any Japan Obliged Entity to enable compliance by such person with the requirements of the Japan Due Diligence and Retention Rules or any other applicable legal, regulatory or other requirements.

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

None of Arranger, the Dealers, the Joint Lead Managers, the Liquidity Facility Provider, AFGS or any other party to the Transaction Documents has any responsibility to maintain or enforce compliance with the Japan Due Diligence and Retention Rules.

2.6 Structure Diagram



3 RISK FACTORS

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

Risk factors relating to the Offered Notes

The Offered Notes will only be paid from the Series Assets

The Issuer will issue the Offered Notes in its capacity as trustee of the Trust in respect of the Series.

The Issuer will be entitled to be indemnified out of the Series Assets for all payments of interest and principal in respect of the Offered Notes.

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

If the Issuer is denied indemnification from the Series Assets, the Security Trustee will be entitled to enforce the General Security Deed in respect of the Series and apply the Collateral for the benefit of the Secured Creditors of the Series (which includes the relevant Noteholders). The Security Trustee may incur costs in enforcing the General Security Deed, with respect to which the Security Trustee will be entitled to indemnification. Any such indemnification will reduce the amounts available to pay interest on and repay principal of the Offered Notes.

In no circumstances will the assets of any Other Trust or Other Series be available to meet any obligations of the Issuer in respect of the Offered Notes of the Series.

Limited Credit Enhancements

The amount of credit enhancement provided through the Mortgage Insurance Policies, excess Total Available Income, Extraordinary Expense Reserve Draws, Principal Draws, the Liquidity Facility, the reduction of the Amortisation Ledger on account of Losses and subordination of:

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

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

is limited and could be depleted prior to the payment in full of the Offered Notes. If the Mortgage Insurance Policies do not provide coverage for all losses incurred in respect of a Series Receivable and if there is insufficient excess Total Available Income to make the Issuer whole in respect of any such losses or if the aggregate Stated Amount of any subordinated classes of Offered Notes is reduced to zero, Noteholders may suffer losses on their Offered Notes.

You may not be able to sell the Offered Notes

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

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

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

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

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

- the level of interest rates applicable to the Series Receivables relative to prevailing interest rates in the market;
- the delinquencies and default rate of Debtors under the Series Receivables;
- demographic and social factors such as unemployment, death, divorce and changes in employment of Debtors;
- the rate at which Debtors sell or refinance their properties;

- the degree of seasoning of the Series Receivables;
- hardship relief measures that may be available to Debtors;
- the loan-to-valuation ratio of the Debtors' properties at the time of origination of the relevant Series Receivables; and
- the performance of the Australian economy.

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

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

- receipt by the Issuer of enforcement proceeds due to a Debtor having defaulted on its Series Receivable;
- receipt by the Issuer of damages by the Manager as a result of a breach of certain representations as described in Section 5.4 ("Remedy for misrepresentations");
- the sale of a Series Receivable by the Issuer in the circumstances described in Section 5.5 ("Sale of Series Receivables by the Issuer");
- exercise of the Call Option on a Call Option Date; and
- receipt of proceeds of enforcement of the General Security Deed prior to the Maturity Date of the Offered Notes.

In addition:

- Total Available Principal may be used to fund payment delinquencies (in the form of Principal Draws); and
- Collections received by the Issuer which constitute Available Principal may be applied by the Issuer (at the direction of the Manager) during a Collection Period towards funding Redraws made by Debtors under the terms of the relevant Series Receivable in the circumstances described in Section 11.2 ("Distributions during a Collection Period") and may also be applied towards funding Redraws on a Payment Date in accordance with Section 11.5 ("Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed)").

The utilisation of funds by the Issuer for these purposes will slow the rate at which principal will be passed through to Noteholders.

Reinvestment risk on payments received during a Collection Period	If a prepayment is received on a Series Receivable during a Collection Period, then to the extent it is not applied towards funding Redraws where permitted at any time, then interest will cease to accrue on that part of the Series Receivable prepaid from the date of the prepayment. The amount repaid will be deposited into the Collection Account or invested in Authorised Investments and may earn interest at a rate less than the then rate on the Series Receivables. Interest will, however, continue to be payable in respect of the Invested Amount of the Offered Notes until the next Payment Date. Accordingly, this may affect the ability of the Issuer to pay interest in full on the Offered Notes. The Issuer has access to Principal Draws and the amount available under the Liquidity Facility to finance such shortfalls in interest payments to the Noteholders of the Class A1 Notes, the Redraw Notes and the Class A2 Notes and, to the extent that such interest payments constitute Required Payments in respect of that Payment Date, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.
The redemption of the Offered Notes on the Call Option Date may affect the return on the Offered Notes	There is no assurance that the Series Assets will be sufficient to redeem the Offered Notes on a Call Option Date or that the Manager will exercise its discretion and direct the Issuer to redeem the Offered Notes on a Call Option Date. The Manager has the right under the Issue Supplement to direct the Issuer to sell any or all of the Series Receivables to any person in order to raise sufficient funds to redeem all of the Offered Notes on a Call Option Date at their aggregate Invested Amount.
Investment in the Offered Notes may not be suitable for all investors	The Offered Notes are not a suitable investment for any investor that requires a regular or predictable schedule of payments or payment on any specific date. The Offered Notes are complex investments that should be considered only by investors who, either alone or with their financial, tax and legal advisors, have the expertise to analyse the prepayment, reinvestment, default and market risk, the tax consequences of an investment, and the interaction of these factors. Mortgage-backed securities, like the Offered Notes, usually produce more returns of principal to investors when market interest rates fall below the interest rates on the Series Receivables and produce less returns of principal when market interest rates rise above the interest rates on the Series Receivables. If borrowers refinance their Series Receivables as a result of lower interest rates, Noteholders may receive an unanticipated payment of principal. As a result, Noteholders are likely to receive more money to reinvest at a time when other investments generally are producing a lower yield than that on the Offered Notes and are likely to receive less money to reinvest when other investments generally are producing a higher yield than that on the Offered Notes. Noteholders will bear the risk that the timing and amount of payments on the Offered Notes will prevent them from attaining the desired yield.
Ratings on the Offered Notes	The credit ratings of the Offered Notes should be evaluated independently from similar ratings on other types of notes or securities. A credit rating by a Rating Agency is not a recommendation to buy, sell or hold securities and may be

subject to revision, suspension, qualification or withdrawal at any time by the relevant Rating Agency.

A revision, suspension, qualification or withdrawal of the credit rating of the Offered Notes may adversely affect the price of the Offered Notes. In addition, the credit ratings of the Offered Notes do not address the expected timing of principal repayments under the Offered Notes, only the likelihood that principal will be received no later than the Maturity Date. No Rating Agency has been involved in the preparation of this Information Memorandum.

Risk factors relating to the transaction parties

The Manager is responsible for this Information Memorandum

Except in respect of certain limited information, the Manager takes responsibility for this Information Memorandum, not the Issuer. As a result, in the event that a person suffers loss due to any information contained in this Information Memorandum being inaccurate or misleading, or omitting a material matter or thing, that person will not have recourse to the Issuer or the Series Assets.

Termination of Appointment of the Manager or the Servicer may affect the collection of the Series Receivables

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

The retirement or removal of the Manager or the Servicer will only take effect once a substitute has been appointed and has agreed to be bound by the Transaction Documents.

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

To minimise the risk of finding a suitable substitute Manager, the Issuer has, subject to certain terms and conditions in the Management Deed, agreed to:

- act as the Manager in respect of the Series from the effective date of retirement or termination of the appointment of the Manager until the appointment of a replacement Manager is complete; or
- call a meeting of Noteholders to give direction to the Issuer in connection with the appointment of a replacement Manager.

Also, to minimise the risks of finding a suitable substitute Servicer, the Standby Servicer has, in the event of retirement or termination of the appointment of the Servicer, agreed to act as the Servicer in respect of the Series subject to and in accordance with the Standby Serving Deed, as described in Section 12.7 (“The Standby Serving Deed”).

The Servicer may commingle collections on the Series Receivables with its assets

Before the Disposing Trustee or the Servicer remits Collections to the Collection Account, the Collections may be commingled with the assets of the Disposing Trustee or Servicer. If the Disposing Trustee or the Servicer becomes insolvent, the Issuer may only be able to claim those Collections as an unsecured

creditor of the insolvent company. This could lead to a failure to receive the Collections on the Series Receivables, delays in receiving the Collections, or losses to you.

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

The Servicer may initiate certain changes to the Series Receivables. Most frequently, the Servicer will change the interest rate applying to a Series Receivable. In addition, subject to certain conditions, the Servicer may from time to time offer additional features and/or products with respect to the Series Receivables which are not described in this Information Memorandum.

As a result of such changes, the characteristics of the Series Receivables may differ from the characteristics of the Series Receivables at any other time which may affect the timing and amount of payments the Noteholders receive. If the Servicer elects to change certain features of the Series Receivables this could result in different rates of principal repayment on the Offered Notes than initially anticipated and Debtors may elect to refinance their loan with another lender to obtain more favourable features.

If at any time the Servicer elects to fix the interest rate on a Series Receivable, there must either be a Derivative Contract in effect to hedge the interest rate risk to the Issuer arising from the fixed rate of interest payable by the Debtor to the Issuer and the floating rate of interest payable on the Offered Notes (being based on the Bank Bill Rate which will vary from time to time) or the Manager must direct the Issuer to sell the relevant Series Receivable, as described further in Section 5.7 ("Fixed Rate Housing Loans"). The Servicer may only agree to fix the interest rate on a Series Receivable if at that time the aggregate Outstanding Balance of all Series Receivables which are subject to a fixed rate of interest (including the relevant Series Receivable on which the interest rate is to be fixed) is equal to or less than 2% of the aggregate Outstanding Balance of all Series Receivables at that time.

As at the Closing Date, there will be no Derivative Contract in effect in relation to the Series.

If the Manager elects to sell the Series Receivable in these circumstances, this could result in a faster than expected rate of principal repayment on the Offered Notes.

The availability of various support facilities with respect to payment on the Offered Notes will ultimately be dependent on the financial condition of the relevant support facility provider; the support facility provider may be affected by conflicts of interest

National Australia Bank Limited ("**NAB**") is acting as the initial Liquidity Facility Provider. Accordingly, the availability of this support facility will ultimately be dependent on the financial strength of NAB (or any replacement in the event that NAB resigns or is removed from acting in such capacity and a replacement is appointed).

There are however provisions in the Liquidity Facility Agreement that provide for the replacement of NAB in its capacity as Liquidity Facility Provider or the posting of collateral or taking of other action by NAB in the event that the ratings of NAB are reduced below certain levels provided for in the Liquidity Facility Agreement.

There is no assurance that:

- the Issuer would be able to find a replacement for NAB in its capacity as Liquidity Facility Provider within the timeframes prescribed in the Liquidity Facility Agreement; or

- (where applicable) NAB will post collateral in the full amount required under the terms of the Liquidity Facility Agreement.

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

Similarly, if the Issuer enters into a Derivative Contract in respect of the Series in the future (for example to hedge the interest rate risk to the Issuer arising from the fixed rate of interest payable by Debtors on any Series Receivable), then the availability of that support facility will ultimately be dependent on the financial strength the relevant Counterparty (or any replacement in the event that Counterparty resigns or is removed from acting in such capacity and a replacement is appointed). If that Counterparty (or any replacement derivative counterparty) encounters financial difficulties which impede or prohibit the performance of its obligations under the relevant Derivative Contract, the Issuer may not have sufficient funds to timely pay the full amount of principal and interest due on the Offered Notes.

Various potential and actual conflicts of interest may arise from the activities and conduct of NAB and its affiliates. NAB and its affiliates may acquire Offered Notes and may participate in transactions in which they may have, directly or indirectly, a material interest or a relationship with another party to such transaction or a related transaction, which may involve potential conflict with an existing contractual duty to the Issuer, or with another transaction party, including a Noteholder, and could adversely affect the value and return on of the Offered Notes.

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

If the Issuer enters into a Derivative Contract in respect of the Series in the future (for example to hedge the interest rate risk to the Issuer arising from the fixed rate of interest payable by Debtors on any Series Receivable) and that Derivative Contract is terminated before the expiry of the derivative transactions under that Derivative Contract, then:

- if any Series Receivables are subject to a fixed rate of interest, Noteholders may be exposed to the risk that the floating rate of interest payable with respect to the Offered Notes will be greater than the fixed rate of interest on those Series Receivables; and

- a termination payment by either the Issuer or the Counterparty may be payable. A termination payment could be substantial.

Breach of Representation or Warranty

AFGS will represent and warrant to the Issuer on the Closing Date that each Receivable and Related Security referred to in each Initial Reallocation Notice provided to the Issuer in connection with the acquisition by the Issuer of the Series

Receivables is an Eligible Receivable. The Issuer has not investigated or made any enquiries regarding the accuracy of this representation and warranty. AFGS will be required to pay damages to the Issuer for any direct loss suffered by the Issuer in respect of any Series Receivable in respect of which there has been a breach of this representation and warranty. The maximum amount that AFGS is liable to pay with respect to that Series Receivable is the Outstanding Balance of the relevant Series Receivable plus any accrued but unpaid interest in respect of the Series Receivable at the time of payment of the damages.

Risk factors relating to the Series Receivables

The Series Assets are limited

The Series Assets consist primarily of the Series Receivables (which are Housing Loans and Related Securities).

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

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

Enforcement of Related Securities may cause delays in payments and losses

If a Debtor defaults on payments to be made under a Series Receivable and the Servicer seeks to enforce any Related Security and/or sell the Land that is subject to that security, various factors may affect the length of time before the proceeds of sale (if any) are obtained. In such circumstances, the sale proceeds may be less than if the sale was carried out by the Debtor in the ordinary course. Any such delay and any loss incurred as a result of the realised sale proceeds being less than the Outstanding Balance of the relevant Series Receivable and accrued but unpaid interest on that Series Receivable may affect the ability of the Issuer to make payments under the Offered Notes.

Delinquency and Default rates

There can be no assurance that delinquency and default rates affecting the Series Receivables will remain in the future at levels corresponding to historic rates for assets similar to the Series Receivables. In particular, if the Australian economy were to experience a downturn, an increase in unemployment, an increase in interest rates or any combination of these factors, delinquencies or default rates on the Series Receivables may increase, which may cause losses on the Offered Notes.

Mortgage insurance policies may not be available to cover all losses on the applicable Series Receivables

Mortgage insurance policies cover 13.12% of the Series Receivables pool (by loan balance as of the Cut-Off Date). The mortgage insurance policies are subject to some exclusions from coverage and rights of termination (which differ between each Lender's Mortgage Insurance Contract) that may allow that Mortgage Insurer to reduce a claim or terminate mortgage insurance cover in respect of a Series Receivable in certain circumstances. Any such reduction or termination may affect

the ability of the Issuer to pay principal and interest on the Offered Notes.

Furthermore, QBE Lenders' Mortgage Insurance Limited is acting as a mortgage insurance provider with respect to approximately 0.73% of the Series Receivables pool (by loan balance as of the Cut-Off Date) and Helia Insurance Pty Limited is acting as a mortgage insurance provider with respect to approximately 12.39% of the Series Receivables pool (by loan balance as of the Cut-Off Date). The availability of funds under the Lender's Mortgage Insurance Contracts with these entities will ultimately be dependent on the financial strength of these entities.

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

As well, the rating of the Offered Notes may be adversely affected in the event that a Mortgage Insurer is downgraded by either Rating Agency.

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

In the event that any of the properties fail to provide adequate security for the relevant Series Receivable, Noteholders could experience a loss to the extent the loss was not covered by a Lender's Mortgage Insurance Contract or if the relevant Mortgage Insurer failed to perform its obligations under the relevant Lender's Mortgage Insurance Contract.

Payment holidays may result in Investors not receiving their full interest payments

In respect of certain Series Receivables, if the Debtor prepays principal on his or her loan, the Servicer may permit the Debtor to skip subsequent payments, including interest payments, provided that the Outstanding Balance of the Series Receivable is not less than the Scheduled Balance. If a significant number of Debtors take advantage of this practice at the same time, the Issuer may not have sufficient funds to pay Noteholders the full amount of interest on the Offered Notes on the next Payment Date.

Because interest accrues on the loans on a simple interest basis, interest payable may be reduced if Debtors pay

Interest accrues on the Series Receivables on a daily simple interest basis, i.e., the amount of interest payable each weekly, bi-weekly or monthly period is based on each daily balance for the period elapsed since interest was last charged to the Debtor. Thus, if a Debtor pays a fixed instalment before its

instalments before scheduled due dates	scheduled due date, the portion of the payment allocable to interest for the period since the preceding payment was made may be less than would have been the case had the payment been made as scheduled.
The expiration of fixed rate interest periods may result in significant repayment increases and hence increased Debtor defaults	If Series Receivables are or become subject to a fixed rate of interest, the fixed rates for those Series Receivables will be set for a shorter time period (generally not more than 5 years) than the life of the loan (up to 30 years). When the Series Receivable converts to a variable rate or a new fixed rate, prevailing interest rates may result in the scheduled repayments increasing significantly in comparison to the repayments required during the fixed rate term just completed. This may increase the likelihood of Debtor delinquencies.
Geographic concentration	Section 4.1 ("Pool Receivables Data") contains details of the geographic concentration of the pool of Series Receivables as of the Cut-Off Date. If the Series Assets contain a high concentration of Housing Loans secured by properties located within a single state or region within Australia, any deterioration in the real estate values or the economy of any of those states or regions could result in higher rates of delinquencies, enforcements, foreclosures and loss than expected on the Housing Loans. In addition, these states or regions may experience natural disasters (including, but not limited to, bushfires, cyclones and floods), which may not be fully insured against and which may result in property damage, deterioration in economic conditions in those states or regions and losses on the Housing Loans.
Receivable pool characteristics	If the Issuer makes any Redraws then: • the characteristics of the pool of Receivables may be altered; and • the estimated average lives of the Offered Notes may be altered.
Seasoning of Series Receivables	Section 4.1 ("Pool Receivables Data") contains details of the seasoning of the Series Receivables as of the Cut-Off Date. As of that date, some of the Series Receivables may not be fully seasoned and may display different characteristics until they are fully seasoned. As a result, the Series may experience higher rates of defaults than if the Series Receivables had been outstanding for a longer period of time.
The Servicer's ability to set the interest rate on variable-rate Series Receivables may lead to increased delinquencies or prepayments	The interest rates on the variable-rate Series Receivables are not tied to an objective interest rate index, but are set at the sole discretion of the Servicer. If the Servicer increases the interest rates on the variable-rate Series Receivables, Debtors may be unable to make their required payments under the Series Receivables, and accordingly, may become delinquent or may default on their payments. In addition, if the interest rates are raised above market interest rates, Debtors may refinance their loans with another lender to obtain a lower interest rate. This could cause higher rates of principal prepayment than Noteholders expected and affect the yield on the Offered Notes.

Risk factors relating to security

Enforcement of General Security Deed

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

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

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

Personal Property Security regime

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

Security interests for the purposes of the PPSA include traditional securities such as charges and mortgages over personal property. However, they also include transactions that, in substance, secure payment or performance of an obligation but may not have previously been legally classified as securities. Further, certain other interests are deemed to be security interests whether or not they secure payment or performance of an obligation - these deemed security interests include assignments of certain monetary obligations.

A person who holds a security interest under the PPSA will need to register (or otherwise perfect) the security interest to ensure that the security interest has priority over competing interests (and in some cases, to ensure that the security interest survives the insolvency of the grantor). If they do not do so, the consequences include the following:

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

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

The security granted by the Issuer under the General Security Deed and the reallocation of the Series Receivables from the

Disposing Trustee to the Issuer are security interests under the PPSA. The Transaction Documents may also contain other security interests.

Under the General Security Deed, the Issuer has agreed to not do anything to create any Encumbrances over the Series Assets (other than a Permitted Encumbrance).

However, under Australian law:

- dealings by the Issuer with the Series Assets in breach of such undertaking may nevertheless have the consequence that a third party acquires title to the relevant Series Assets free of the security interest created under the General Security Deed or another security interest over such Series Assets has priority over that security interest; and

- contractual prohibitions upon dealing with the Series Assets (such as those contained in the General Security Deed) will not of themselves prevent a third party from obtaining priority or taking such Series Assets free of the security interest created under the General Security Deed (although the Security Trustee would be entitled to exercise remedies against the Issuer in respect of any such breach by the Issuer).

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

There is uncertainty on aspects of the PPSA regime because the PPSA has significantly altered the law relating to secured transactions.

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

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

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

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

Trust, the Security Trustee must give priority to the duties owing to the Voting Secured Creditors.

Risk factors relating to legal and regulatory risks and other matters

Australian Taxation

A summary of certain material tax issues is set out in Section 13 ("Australian Taxation").

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

National Consumer Credit Protection Act

The NCCP, which includes a National Credit Code ("**National Credit Code**"), commenced on 1 July 2010.

The National Credit Code applies to Mortgage Loans made after 1 July 2010 if the debtor is an individual or a strata corporation, there has been a charge for the provision of credit, the credit is provided for personal, domestic or household purposes or to purchase, renovate or improve residential property for investment purposes or to refinance that credit.

The majority of the Series Receivables are regulated by the National Credit Code (and therefore the NCCP). The NCCP incorporates a requirement for providers of credit related services to hold an "Australian credit licence", and to comply with "responsible lending" requirements, including undertaking a mandatory "unsuitability assessment" before a loan is made or there is an agreed increase in the amount of credit under a loan.

Under the terms of the National Credit Code and the NCCP, the Issuer is a "credit provider" with respect to regulated loans, and as such is exposed to civil and criminal liability for certain violations. These include violations caused in fact by the Servicer. The Servicer has indemnified the Issuer for any civil or criminal penalties in respect of National Credit Code or NCCP violations caused by the Servicer. There is no guarantee that the Servicer will have the financial capability to pay any civil or criminal penalties which arise from National Credit Code or NCCP violations.

If for any reason the Servicer does not discharge its obligations to the Issuer, then the Issuer will be entitled to indemnification from the Series Assets. Any such indemnification may reduce the amounts available to pay interest and repay principal in respect of the Offered Notes.

Under the National Credit Code and the NCCP, a debtor, guarantor or mortgagor in respect of a regulated Series Receivable may have the right to apply to a court to, amongst other things:

- grant an injunction preventing a regulated Series Receivable from being enforced (or any other action in relation to the Series Receivable) if to do so would breach the NCCP;
- order compensation to be paid for loss or damage suffered (or likely to be suffered) as a result of a breach of a civil penalty provision or a criminal offence in the NCCP;

- if a credit activity has been engaged in without an Australian credit licence and no relevant exemption applies, issue an order it considers appropriate so that no profiting can be made from the activity, to compensate for loss and to prevent loss. This could include an order declaring a contract, or part of a contract, to be void, varying the contract, refusing to enforce, ordering a refund of money or return of property, payment for loss or damage or being ordered to supply specified services;

- vary the terms of a Series Receivable on the grounds of hardship if the terms of a regulated Series Receivable are not varied as a result of a hardship notice by the debtor;

- vary the terms of a Series Receivable where the contract may be considered unjust and reopen the transaction that gave rise to the Series Receivable;

- reduce or cancel any interest rate, fee or charge (including any early termination or prepayment fees) payable on the Series Receivable which is unconscionable under the National Credit Code;

- have certain provisions of the Series Receivable or Related Security which are in breach of the legislation declared void or unenforceable;

- impose a penalty or require compensation be paid to a borrower or guarantor for a breach of "key requirements" of the National Credit Code, which include certain content and disclosure requirements for the contracts relating to the Series Receivable or Related Security;

- obtain restitution or compensation from the Issuer in relation to any breach of the National Credit Code; or

- seek various other penalties and remedies for other breaches of the legislation, such as failing to comply with the breach reporting regime.

As a condition of the Servicer holding an Australian credit licence and the Issuer being able to perform its role, the Servicer and the Issuer must also allow each borrower to have access to the Australian Financial Complaints Authority ("**AFCA**"), which has power to resolve disputes where the amount in dispute is below the relevant threshold.

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

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

Under the National Credit Code, ASIC can make an application to vary the terms of a contract or a class of contracts on the above grounds if this is in the public interest (rather than limiting these rights to affected debtors).

Any order made the under any of the above consumer credit laws may affect the timing or amount of principal repayments under the relevant Series Receivables which may in turn affect the timing or amount of interest and principal payments under the Offered Notes.

Unfair Terms

In certain circumstances, the terms of the Series Receivables may be subject to review under Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth) ("**ASIC Act**").

Part 2 of the ASIC Act includes a national unfair contract terms regime whereby a term of a standard-form consumer contract or (from 12 November 2016) a small business contract will be unfair, and therefore void, if it causes a significant imbalance in the parties' rights and obligations under the contract, is not reasonably necessary to protect the supplier's legitimate interests and it would cause financial or non-financial detriment to a party if it was relied on. A consumer contract is one with an individual, whose use of what is provided under the contract is wholly or predominantly for personal, domestic or household use or consumption. A small business contract is one where at the time the contract is entered into, at least one party to the contract is a business that employs fewer than 20 persons and the upfront price payable under the contract is:

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

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

On 28 September 2022, the *Treasury Laws (More Competition, Better Prices) Amendment Bill 2022* was introduced to amend the national unfair terms regime to:

- expand the class of small business contracts to include a small business that employs fewer than 100 employees or has a turnover of less than $10,000,000. The upfront price payable threshold requirement for contracts continues to apply, but the threshold is increased to $5,000,000;
- introduce civil penalties for each contravention of the prohibition on proposing, applying or relying on an unfair contract term in a standard form contract; and
- introduce more flexible remedies to allow courts to order additional remedies including further injunctive powers once a term has been declared unfair.

The *Treasury Laws Amendment (More Competition, Better Prices) Bill 2022* passed both houses of parliament on 27 October 2022 and received Royal Assent on 9 November 2022. The amendments will take 12 months from the day the Act received Royal Assent to come into effect. The bill applies to all contracts entered into, renewed, or varied after the date the amendments take effect.

Australian Anti-Money Laundering and Counter-Terrorism Financing Regime and sanctions laws

The Anti-Money Laundering and Counter-Terrorism Financing Act ("**AML/CTF Act**") regulates the anti-money laundering and counter-terrorism financing obligations of financial services providers (there is also legislation which prevents payments to and transactions in connection with certain sanctioned persons).

The AML/CTF Act regulates the provision of "designated services" by a reporting entity. The designated services listed in the AML/CTF Act include (among other things):

- opening or providing certain accounts, allowing any transaction in relation to an account or receiving instructions to transfer money in and out of the account;
- making loans to a borrower or allowing a transaction to occur in respect of that loan in certain circumstances;
- providing a custodial or depository service;
- issuing, dealing, acquiring, disposing of, cancelling or redeeming a security in certain circumstances; and
- exchanging one currency for another in certain circumstances.

If an entity provides a designated service it must comply with the obligations contained in the AML/CTF Act. These obligations will include (among other things) undertaking customer identification procedures before a designated service is provided. Generally, until these obligations have been met an entity will be prohibited from providing funds or services to a party or making any payments on behalf of a party. The obligations also include, but are not limited to, conducting on-going customer due diligence and reporting of suspicious and other transactions.

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

AUSTRAC has a broad range of enforcement tools where an entity breaches its obligations under the AML/CTF Act, including commencing civil penalty proceedings in respect of civil penalty provisions, applying for injunctive relief, issuing infringement notices in respect of certain breaches of the AML/CTF Act, issuing remedial directions requiring reporting entities to comply with the AML/CTF Act, requiring reporting entities to give enforceable undertakings or appointing an external auditor. The obligations contained in the AML/CTF Act may have an impact on dealings related to the Series Assets.

Australia also implements sanctions laws under the Autonomous Sanctions Act 2011 (Cth) and Charter of the United Nations Act 1945 (Cth) that prohibit a person from entering into certain transactions (such as making a loan or making payments) to persons and entities that have been listed on the Australian sanctions listed maintained by the Department of Foreign Affairs and Trade, or that are controlled, owned or acting at the direction of someone on this list. Australian sanctions laws also prohibit transactions that relate to certain industries within sanctioned jurisdictions and the provision of certain services (including financial services) to sanctioned jurisdictions. The obligations placed upon an entity could affect the services of an entity or the funds it provides and ultimately may result in a delay or decrease in the amounts received by a Noteholder of Offered Notes.

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

In Europe, Japan and elsewhere there continue to be increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which (amongst other things) may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, may expose certain investors to the risk of other regulatory sanctions for any failure to comply with such measures, and may thereby affect the liquidity of such securities. Investors in the Offered Notes are responsible for analysing their own regulatory position and none of AFGS, the Retention Vehicles, the Issuer, the Arranger, the Joint Lead Managers or the Manager makes any representation to any prospective investor or purchaser of the Offered Notes regarding the regulatory capital treatment of their investment on the Closing Date or at any time in the future.

In particular investors should be aware of the EU Securitisation Regulation Rules and the UK Securitisation Rules (as described in Section 2.4 ("Securitisation Regulation Rules")) and the Japan Due Diligence and Retention Rules (as described in Section 2.5 ("Japan Due Diligence and Retention Rules")).

There can be no assurance that the regulatory capital treatment of the Offered Notes for any investor will not be affected by, or that there will not be other regulatory implications arising from, any future implementation of, and changes to, the EU Securitisation Regulation Rules, the UK Securitisation Rules, the Japan Due Diligence and Retention Rules or other regulatory or accounting changes.

U.S. Foreign Account Tax Compliance Act

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

FATCA withholding

Under FATCA, a 30% withholding tax may be imposed (i) in respect of certain types of U.S. source payment and (ii) on "foreign passthru payments" (a term which is not yet defined

under FATCA), which are, in each case, paid to or in respect of entities that fail to meet certain certification or reporting requirements ("**FATCA withholding**").

FATCA withholding may be imposed on payments made by the Issuer to (i) an investor that does not provide information sufficient for the Issuer or any other financial institution through which payments on the Offered Notes are made to determine whether the investor is subject to FATCA withholding or (ii) an FFI to or through which payments on the Offered Notes are made is a "non-participating FFI".

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

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

Australian IGA

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

Australian financial institutions which are Reporting Australian Financial Institutions under the Australian IGA must comply with specific due diligence procedures. In general, these procedures seek to identify their account holders (e.g. the Noteholders) and provide the Australian Taxation Office ("**ATO**") with information on financial accounts (for example, the Offered Notes) held by U.S. persons and recalcitrant account holders. The ATO is required to provide such information to the IRS.

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

To the extent amounts paid to or from the Trust are subject to FATCA withholding, it could reduce the amounts available to the Issuer to make payments on the Offered Notes. In the event the Trust or the Issuer was required to deduct FATCA withholding from a payment it makes in respect of the Offered Notes there will be no "gross up" (or any additional amount) payable by way of compensation to any Noteholders for the deducted amount.

As the Issuer may be required to comply with certain obligations as a result of FATCA and the Australian IGA Legislation, each Noteholder may be requested to provide any information and tax documentation, including information concerning the direct or indirect owners of such Noteholder, that the Issuer (at the direction of the Manager) determines are necessary to satisfy such obligations.

Each Noteholder should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how it might affect such holder in its particular circumstance.

Common Reporting Standard (CRS)

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("**CRS**") requires certain financial institutions to report information regarding certain accounts (which may include the Offered Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

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

Changes in the global financial regulation or regulatory treatment of asset-backed securities may negatively impact the regulatory position of affected investors and have an adverse impact on the value and liquidity of asset-backed securities such as the Offered Notes. Each Noteholder should consult with their own legal and investment advisors regarding the potential impact on them and the related compliance issues.

no assurance can be given that any regulatory reforms will not have a significant adverse impact on the AFG Trusts programme or on the regulation of the Trust, AFGS or any member of the AFG Group.

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

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

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

Market and economic conditions have caused significant disruption in the credit markets. Increased market uncertainty and instability in both Australian and international capital and credit markets, combined with declines in business and consumer confidence and increased unemployment, have contributed to volatility in domestic and international markets. These disruptions increased during 2020 and are continuing in 2023 as a result of the COVID-19 pandemic (as described further in "The spread of COVID-19 may adversely affect investors in the Notes" below).

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

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

Physical and transition risks arising from climate change and other environmental impacts may lead to increasing customer defaults and decrease the value of collateral

Extreme weather, increasing weather volatility and longer-term changes in climatic conditions, as well as other environmental impacts such as biodiversity loss and ecosystem degradation, may affect property and asset values or cause customer losses due to damage, crop losses, existing land use ceasing to be viable, and/or interruptions to, or impacts on, business operations and supply chains.

Parts of Australia are prone to, and have recently experienced, physical climate events such as severe drought conditions and bushfires over the 2019/2020 summer period, followed by severe floods in Eastern Australia in early 2021 and again in Queensland and NSW in 2022. The impact of these extreme weather events can be widespread, extending beyond residents, businesses and primary producers in highly impacted areas, to supply chains in other cities and towns relying on agricultural and other products from within these areas. The impact of these losses may be exacerbated by a decline in the value and liquidity of secured assets in relation to the Series Receivables, which may impact the ability to recover funds when loans default.

Climate-related transition risks are also increasing as economies, governments and companies seek to transition to low-carbon alternatives and adapt to climate change. Certain customer segments may be adversely impacted as the economy transitions to renewable and low-emissions technology. Decreasing investor appetite and customer demand for carbon intensive products and services, increasing climate-related litigation, and changing regulations and government policies designed to mitigate climate change, may negatively impact revenue and access to capital for some businesses.

These physical and transition risk impacts may lead to increased levels of default by Debtors, affect the value of secured properties in relation to the Series Receivables, or result in a deterioration of the economy, which could in turn result in losses for Noteholders.

The spread of COVID-19 may adversely affect investors in the Offered Notes

The COVID-19 pandemic has led (and is likely to continue to lead) to severe disruptions in the global supply chain, market and economies and those disruptions will likely continue for some time. Governments worldwide have at times implemented measures to contain the spread of the virus including travel bans, quarantines, social distancing and restrictions on public gatherings and commercial activity. In Australia these measures limited economic activity, which has resulted in an increase in the rate of an inflation and an economic recession and, while the Australian economy has showed signs of improvement, further economic contraction could occur as a result of the COVID-19 pandemic and associated measures. The duration of

the COVID-19 pandemic and associated measures implemented (or which may be implemented) by governments is uncertain, and the full effect of the COVID-19 pandemic may not be realised until some time in the future.

Instability in Australian and international capital and credit markets, and economies generally arising from COVID-19, may adversely affect the liquidity, performance and/or market value of mortgage-backed securities, including the Offered Notes.

The COVID-19 pandemic and any associated measures could result in job losses or wage reductions for Debtors which may adversely affect the ability of Debtors to make timely payments on their Housing Loans. In circumstances where a Debtor has difficulties in making the scheduled payments in respect of its Housing Loan, the Servicer may elect that the Housing Loan to be varied on the grounds of hardship (including to defer scheduled payments of principal and interest on the Housing Loan for an agreed period). Any failure to make scheduled payments by a Debtor, or a variation of the terms of such scheduled payments in respect of a Housing Loan on the grounds of hardship, may affect the ability of the Issuer to make payments, and the timing of those payments, in respect of the Offered Notes.

Furthermore, as a result of the measures described above, many organisations (including courts and federal and state agencies) transitioned or may in the future transition all or a substantial portion of their operations to remote working environments or may be in the process of returning all or a substantial portion of their operations from remote working environments to primary work spaces. Accordingly, there may be disruptions in routine functions and processes (such as enforcement action) relevant to the servicing and administration of the Housing Loans, which may affect the Servicer's ability to collect amounts owing in respect of the Housing Loans.

There could also be adverse implications for the financial position or credit ratings of support facility providers to the Series or the Mortgage Insurers which in turn could affect the value and return of the Offered Notes in the manner described above (see the sections entitled "The availability of various support facilities with respect to payment on the Offered Notes will ultimately be dependent on the financial condition of the support facility provider; the support facility provider may be affected by conflicts of interest" and "Mortgage insurance policies may not be available to cover all losses on the applicable Series Receivables" in this Section 3 ("Risk Factors")).

Various stimulus packages implemented by the Australian Government and the governments of the States and Territories of Australia to provide relief for consumers and businesses in direct or indirect financial difficulty as a result of COVID-19 generally have ceased. There can be no assurances that further stimulus packages or other relief measures in relation to COVID-19 will be provided in the future, or that any government assistance, including support given directly to borrowers in respect of the Housing Loans, to the Servicer or through the

capital or credit markets will be sufficient to alleviate the risks outlined above.

The percentage of Housing Loans that are the subject of financial hardship arrangements may change from time to time as the COVID-19 pandemic continues to evolve and could increase due to factors such as those described above. No assurance can be given that a Housing Loan which is not currently the subject of financial hardship arrangements will not in the future become subject to such arrangements whether due to the COVID-19 pandemic or other factors.

Ipso facto moratorium

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

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

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

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

(c) the appointment of an administrator; and

(d) the appointment of a restructuring practitioner in respect of a company which has liabilities of less than $1 million (from 1 January 2021).

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

In summary:

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

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

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

    - The Corporations Act deems that any contractual provision which is "in substance contrary to" the stay will also be unenforceable; and

    - Any self-executing provision which is expressed to automatically trigger rights

otherwise subject to the stay is unenforceable.

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

The ipso facto reform applies to contracts, agreements or arrangements entered into on or after 1 July 2018 and to pre-1 July 2018 contracts, agreements or arrangements that are novated or varied after 1 July 2023.

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

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

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

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

In Australia, examples of reforms that are already effective include the replacement of the Australian Financial Markets Association as BBSW administrator with ASX Benchmarks Pty Limited (ABN 38 616 075 417), changes to the methodology for calculation of BBSW, and amendments to the Corporations Act made by the Treasury Laws Amendment (2017 Measures No. 5) Act 2018 (Cth) which, among other things, enable ASIC to make rules relating to the generation and administration of financial benchmarks. On 6 June 2018, ASIC designated BBSW as a "significant financial benchmark" and made the ASIC Financial Benchmark (Administration) Rules 2018 and the ASIC Financial Benchmarks (Compelled) Rules 2018.

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

less volatile or liquid. Any such changes could have a material adverse effect on the Offered Notes.

Investors should be aware that the RBA has expressed a view that calculations of BBSW for 1-month tenors are not as robust as calculations using tenors of 3-months or 6-months, and that users of 1-month tenors such as the securitisation markets should be preparing to use alternative benchmarks such as the RBA cash rate or 3-month BBSW. The RBA has also amended its criteria for repo eligibility to include a requirement that floating rate notes and marketed asset-backed securities issued on or after 1 December 2022 that reference BBSW must contain at least one "robust" and "reasonable and fair" fallback rate for BBSW in the event that it permanently ceases to exist, if such securities are to be accepted by the RBA as being eligible collateral for the purposes of any repurchase agreements to be entered into with the RBA. The Australian Securitisation Forum published the "ASF Market Guideline on BBSW fallback provisions" on 11 November 2022 ("**ASF Market Guideline**") for voluntary use in contracts that reference BBSW to assist market participants to meet the requirements of the RBA's updated criteria, with a view to these becoming standardised fallback provisions for BBSW-linked securitisation issuances.

The Conditions of the Offered Notes incorporate fallback provisions that are consistent with the ASF Market Guidelines and which apply in the event of a temporary disruption or permanent discontinuation of the benchmark rate. The fallback methodology involves the use of alternative benchmark rates (to the extent available) as the benchmark rate applicable to the Offered Notes, including (i) in the case of a Permanent Discontinuation Trigger affecting BBSW, AONIA; (ii) in the event of a Permanent Discontinuation Trigger affecting AONIA, the RBA Recommended Rate; and (iii) in the event of a Permanent Discontinuation Trigger affecting the RBA Recommended Rate, the Final Fallback Rate. Any such alternative benchmark rates may, at the relevant time, be difficult to calculate, be more volatile than originally anticipated or not reflect the funding cost or return anticipated by investors.

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

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

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

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

Certain amendments may be made to the Transaction Documents without the approval of the Noteholders or other Secured Creditors if at any time a Permanent Discontinuation Trigger occurs with respect to BBSW (or other Applicable Benchmark Rate) and the Manager determines that such amendments to the Transaction Documents are necessary to give effect to the application of the applicable Fallback Rate in the manner contemplated by condition 6.10 ("Permanent Discontinuation Fallback") of Section 6 ("Conditions of the Notes"). None of the Manager, the Issuer, the Security Trustee or any other party to the Transaction Documents have any liability to any Noteholder for either any determination of any Fallback Rate or the execution or application of any such amendments.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by BBSW reforms, the potential for BBSW (or a relevant tenor thereof) to be discontinued and the potential application and risks associated with the potential application of AONIA and other Applicable Benchmark Rates in making any investment decision with respect to any Offered Notes.

None of the Manager, the Arranger, the Joint Lead Managers, the Issuer, the Liquidity Facility Provider, any Counterparty, the Security Trustee nor any of their Related Entities, accepts any responsibility or liability (in negligence or otherwise) for any loss or damage resulting from any changes affecting or discontinuation of BBSW or from the application of any alternative benchmark rate for the Offered Notes or the Liquidity Facility.

4 DESCRIPTION OF THE SERIES RECEIVABLES

4.1 Pool Receivables Data

The information in the following tables in this Section 4 sets forth in summary format various details relating to the indicative pool of Receivables ("**Indicative Receivables Pool**") produced on the basis of the information available as at the Cut-Off Date. All amounts have been rounded to the nearest Australian Dollar. The sum in any column may not equal the total indicated due to rounding.

The statistical information provided in the following tables may not reflect the actual pool of Series Receivables to be acquired by the Issuer from the Disposing Trust on the Closing Date under the Initial Reallocation Notice including because Receivables in the Indicative Receivables Pool may be substituted with other eligible Receivables or additional eligible Receivables may be added. For example, a Receivable originally included in the Indicative Receivables Pool may be removed if it is repaid early or if it is determined that the Receivable does not comply with the Eligibility Criteria. Accordingly, the following details are provided for information purposes only.

All amounts in the following tables are expressed in Australian Dollars.

Pool Information Summary

Total Current Balance	$749,989,466
Total Number of Housing Loans	1,607
Total Number of Housing Loans (unconsolidated)	1,970
Average Housing Loan Current Balance	$466,702
Maximum Housing Loan Current Balance	$2,384,693
Weighted Average Current Balance LVR	64.13%
Maximum Current Balance LVR	92.93%
Weighted Average Interest Rate	6.59%
Weighted Average Seasoning (months)	21.26
Weighted Average Remaining Term (years)	27.78
Maximum Remaining Term (years)	29.92
Percentage of Fixed Rate Loans	0.00%
Percentage of Interest Only Loans (including Line of Credit)	19.78%
Percentage of Line of Credit Loans	0.00%
Percentage of First Home Buyers (subject to Grant)	1.87%

Table 1

The Mortgage Pool by Current Loan Balance

Balance Ranges	Number of Loans		Loan Value	
	No.	%	A$	%
<= $200,000	282	17.55%	29,906,287	3.99%
$200,000 > and <= $400,000	511	31.80%	157,898,917	21.05%
$400,000 > and <= $600,000	430	26.76%	210,678,671	28.09%
$600,000 > and <= $800,000	195	12.13%	134,898,097	17.99%
$800,000 > and <= $1,000,000	85	5.29%	76,872,020	10.25%
$1,000,000 > and <= $1,200,000	48	2.99%	53,018,502	7.07%
$1,200,000 > and <= $1,400,000	20	1.24%	25,875,902	3.45%
$1,400,000 > and <= $1,600,000	18	1.12%	27,092,260	3.61%
$1,600,000 > and <= $1,800,000	8	0.50%	13,261,771	1.77%
$1,800,000 > and <= $2,000,000	5	0.31%	9,464,124	1.26%
Greater than $2,000,000	5	0.31%	11,022,915	1.47%
Total	**1,607**	**100.00%**	**$749,989,466**	**100.00%**

Table 2

The Mortgage Pool by Current LVR

LVR Ranges	Number of Loans		Loan Value	
	No.	%	A$	%
0 and <= 50%	523	32.55%	147,680,578	19.69%
50% > and <= 55%	113	7.03%	58,025,418	7.74%
55% > and <= 60%	94	5.85%	47,862,974	6.38%
60% > and <= 65%	115	7.16%	65,224,951	8.70%
65% > and <= 70%	170	10.58%	93,572,377	12.48%
70% > and <= 75%	142	8.84%	76,023,978	10.14%
75% > and <= 80%	341	21.22%	200,524,398	26.74%
80% > and <= 85%	32	1.99%	18,860,386	2.51%
85% > and <= 90%	75	4.67%	41,051,488	5.47%
Greater than 90%	2	0.12%	1,162,918	0.16%
Total	**1,607**	**100.00%**	**$749,989,466**	**100.00%**

Table 3

The Mortgage Pool by Seasoning

Seasoning Ranges	Number of Loans (unconsolidated)		Loan Value	
	No.	%	A$	%
Less than and equal to 3 months	108	5.48%	45,546,325	6.07%
3 months > and <= 6 months	169	8.58%	77,235,884	10.30%
6 months > and <= 9 months	154	7.82%	73,327,732	9.78%
9 months > and <= 12 months	247	12.54%	115,465,111	15.40%
12 months > and <= 18 months	625	31.73%	278,794,053	37.17%
18 months > and <= 24 months	48	2.44%	20,526,347	2.74%
24 months > and <= 30 months	42	2.13%	14,439,472	1.93%
30 months > and <= 36 months	18	0.91%	7,724,306	1.03%
36 months > and <= 42 months	54	2.74%	14,586,578	1.94%
42 months > and <= 48 months	71	3.60%	18,810,450	2.51%
48 months > and <= 54 months	39	1.98%	13,582,480	1.81%
54 months > and <= 60 months	11	0.56%	3,997,890	0.53%
Greater than 60 months	384	19.49%	65,952,839	8.79%
Total	**1,970**	**100.00%**	**$749,989,466**	**100.00%**

Table 4

The Mortgage Pool by Geographic Distribution

Location	Number of Loans		Loan Value	
	No.	%	A$	%
NSW	381	23.71%	205,562,567	27.41%
ACT	24	1.49%	12,580,647	1.68%
VIC	461	28.69%	235,277,356	31.37%
QLD	364	22.65%	166,321,364	22.18%
WA	176	10.95%	57,071,230	7.61%
SA	184	11.45%	67,122,371	8.95%
TAS	13	0.81%	4,676,586	0.62%
NT	4	0.25%	1,377,346	0.18%
Total	**1,607**	**100.00%**	**$749,989,466**	**100.00%**

Table 5

The Mortgage Pool by Geographic Region

Location	Number of Loans		Loan Value	
	No.	%	A$	%
Inner City	12	0.75%	4,802,429	0.64%
Metro	1,137	70.75%	544,762,204	72.64%
Non Metro	458	28.50%	200,424,833	26.72%
Total	**1,607**	**100.00%**	**$749,989,466**	**100.00%**

Table 6

The Mortgage Pool by Loan Documentation Type

Documentation Type	Number of Loans		Loan Value	
	No.	%	A$	%
Full Documentation	1,607	100.00%	749,989,466	100.00%
Low Documentation	-	-	-	-
Total	**1,607**	**100.00%**	**$749,989,466**	**100.00%**

Table 7

The Mortgage Pool by Mortgage Insurer

Mortgage Insurer	Number of Loans (unconsolidated)		Loan Value	
	No.	%	A$	%
Helia	297	15.08%	92,900,241	12.39%
QBE	36	1.83%	5,467,601	0.73%
No LMI	1,637	83.10%	651,621,624	86.88%
Total	**1,970**	**100.00%**	**$749,989,466**	**100.00%**

Table 8

The Mortgage Pool by Arrears Days

Arrears Days	Number of Loans (unconsolidated)		Loan Value	
	No.	%	A$	%
Current	1,947	98.83%	739,062,389	98.54%
0 - 30 days	23	1.17%	10,927,078	1.46%
Total	**1,970**	**100.00%**	**$749,989,466**	**100.00%**

Table 9

The Mortgage Pool by Occupancy Type

Occupancy Type	Number of Loans (unconsolidated)		Loan Value	
	No.	%	A$	%
Owner Occupied	1,192	60.51%	453,062,638	60.41%
Investment	778	39.49%	296,926,828	39.59%
Total	**1,970**	**100.00%**	**$749,989,466**	**100.00%**

5 SERIES ASSETS AND ELIGIBILITY CRITERIA

5.1 Acquisition of Series Receivables by Issuer

The Series Assets will primarily consist of the Receivables (Housing Loans and Related Securities) to be acquired by the Issuer from each Disposing Series of the Disposing Trust on the Closing Date pursuant to the Initial Reallocation Notices issued under the Master Trust Deed.

These Receivables were originated by AFGS as agent for (and in the name of) Perpetual Corporate Trust Limited as trustee of the Disposing Trust ("**Disposing Trustee**") under a Master Origination Deed dated 29 October 2010 ("**Master Origination Deed**"). See Section 8 ("The AFG Group") and Section 9 ("Origination and Servicing of the Series Receivables") for more detail regarding the mortgage lending business of the AFG Group and the origination and servicing of the Series Receivables by AFGS.

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

5.2 Eligibility Criteria for Series Receivables

A Receivable is an Eligible Receivable if it satisfies the following **Eligibility Criteria** on the Closing Date:

(a) the Receivable requires monthly, fortnightly or weekly payments (after an initial interest only period not exceeding 5 years, plus any extended interest only period not exceeding a further 5 years) sufficient to pay interest and fully amortise principal over the term of the Receivable;

(b) the Receivable is denominated and only payable in Australian Dollars;

(c) the Receivable is secured by a:

  (i) first ranking registered mortgage; or

  (ii) second ranking registered mortgage (where the Issuer is also the first ranking registered mortgagee and the first ranking registered mortgage will also be a Series Asset),

  over residential real property (owner occupied or investment);

(d) the Receivable and Related Security are legal, valid, binding and enforceable in accordance with their terms against the relevant Debtor;

(e) each Related Security in respect of the Receivable has been, or will be, stamped with all applicable duty;

(f) the Land secured under the relevant Related Security is located in either New South Wales, Victoria, Queensland, South Australia, Western Australia, the Australian Capital Territory, Tasmania or the Northern Territory;

(g) the Debtor in respect of the Receivable is at least 18 years old (where the Debtor is a natural person);

(h) the funds provided to the Debtor in respect of the Receivable were required to be used for residential purposes (funding an owner-occupied or investment property) or any other purpose as permitted under the Lending Procedures;

(i) the Receivable must have been fully drawn as at the Cut-Off Date;

(j) the Outstanding Balance of the Receivable does not exceed $2,500,000;

(k) the Receivable is not in arrears in respect of any payment by more than 30 days as at the Cut-Off Date;

(l) the LVR of the Receivable as at the Cut-Off Date does not exceed 95%;

(m) at the time the Receivable was entered into, the Receivable and Related Security complied in all material respects with all applicable laws (including the NCCP, as applicable);

(n) the maximum term of the Receivable is 30 years from its settlement date and it matures at least 18 months prior to the Maturity Date;

(o) at the time the Receivable was entered into, the Land (including any improvements) secured under the Related Security was insured under an Insurance Policy;

(p) the Receivable is not a construction loan; and

(q) the Receivable is governed by the laws of a State or Territory of Australia.

5.3 AFGS's representations and warranties regarding the Receivables

AFGS will represent and warrant to the Issuer on the Closing Date (in respect of each Receivable and Related Security referred to in an Initial Reallocation Notice) that:

(a) each Series Receivable is an Eligible Receivable;

(b) the transfer of each Series Receivable to the Issuer in accordance with the relevant Initial Reallocation Notice and the Master Trust Deed does not contravene any law. Each Series Receivable is transferable in accordance with the relevant Initial Reallocation Notice and the Master Trust Deed and all consents required in relation to the transfer of the Series Receivables to the Issuer free from Encumbrance have been obtained;

(c) there is no fraud, dishonesty, material misrepresentation or negligence on the part of AFGS in connection with the selection and offer to the Issuer of each Series Receivable;

(d) the transfer of the Series Receivables to the Issuer in accordance with the relevant Initial Reallocation Notice and the Master Trust Deed 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; and

(e) the Disposing Trustee (in respect of the relevant Disposing Series) is, and the Issuer will be, on the Closing Date, the sole legal and beneficial owner of each Series Receivable.

5.4 Remedy for misrepresentations

If AFGS, the Servicer, the Manager or the Issuer becomes aware that any representation or warranty by AFGS described in Section 5.3 ("AFGS's representations and warranties regarding the Receivables") in respect of a Series Receivable is incorrect in a material respect when made, it must give notice (providing all relevant details) to the others within 10 Business Days of becoming aware.

If:

(a) any representation or warranty by AFGS described in Section 5.3 ("AFGS's representations and warranties regarding the Receivables") in respect of a Series Receivable is incorrect in a material respect when made; and

(b) AFGS does not remedy the breach to the satisfaction of the Issuer within 10 Business Days of giving or receiving notice in respect of that Series Receivable (as the case may be) (or any longer period that the Issuer permits),

AFGS must pay damages to the Issuer for any direct loss suffered by the Issuer as a result. The maximum amount which AFGS is liable to pay is the Outstanding Balance plus any accrued but unpaid interest in respect of the Series Receivable at the time of payment of the damages.

5.5 Sale of Series Receivables by the Issuer

Prior to the occurrence of an Event of Default, the Issuer (at the direction of the Manager) may sell any or all of the Series Receivables after the Closing Date in certain circumstances. A Series Receivable must only be sold by the Issuer for an amount at least equal to the then Outstanding Balance of that Series Receivable plus any accrued interest on the Series Receivable.

The Manager may only give a direction to the Issuer to sell a Series Receivable in the following circumstances:

(a) the proceeds of the sale together with any Collections held by the Issuer 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;

(b) the sale is in respect of a Series Receivable for which the relevant Debtor has requested that the variable interest rate on that Series Receivable be converted to a fixed rate of interest and:

  (i) the Servicer notifies the Manager that it proposes to consent to such conversion; and

  (ii) the Manager forms the view that the Servicer is prohibited from consenting to that conversion on the basis described in Section 5.7 (“Fixed Rate Housing Loans”) below;

(c) the sale is in respect of a Series Receivable for which the relevant Debtor has requested that a Further Advance be provided in respect of that Housing Loan and the Servicer has notified the Manager that it proposes to consent to the making of such Further Advance; or

(d) the sale is in respect of a Series Receivable for which the relevant Debtor has requested that a Redraw be provided in respect of that Series Receivable and:

  (i) the Servicer has notified the Manager that it proposes to consent to the making of such Redraw; and

  (ii) the Manager has formed the view that it is not entitled to direct the Issuer to fund that Redraw in accordance with Section 11.2 (“Distributions during a Collection Period”) or Section 11.5 (“Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed)”).

However, the Manager must not give a direction to the Issuer to sell a Series Receivable if this would result in the weighted average rate on the Series Receivables being less than the Threshold Rate.

The proceeds received by the Issuer from a sale of any Series Receivables as described in this section will form part of Collections available for distribution to the Noteholders and other Secured Creditors in accordance with the Cashflow Allocation Methodology on the Payment Date following the end of the Collection Period in which those proceeds are received.

5.6 Setting the Threshold Rate

The Manager is required to calculate the Threshold Rate for the Series Receivables on each Payment Date.

The Manager must, on each Payment Date, 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 the National Consumer Credit Protection Laws), the interest rates on any one or more Series Receivables so that the weighted average interest rate on the Series Receivables is not less than the Threshold Rate.

However, the Manager need not give such a direction to the Servicer if an aggregate amount equal to the Threshold Rate Subsidy has been:

(a) deposited by the Manager into the Collection Account in Cleared Funds by 2.00pm on that Payment Date; and/or

(b) allocated from Total Available Income on that Payment Date in accordance with Section 11.12(t) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)").

The Servicer is required to comply with any directions from the Manager in relation to the Threshold Rate as described above in this Section 5.6 ("Setting the Threshold Rate").

5.7 Fixed Rate Housing Loans

The Servicer must not fix the interest rate payable on a Series Receivable unless the Servicer has notified the Manager prior to fixing the interest rate payable on that Series Receivable and:

(a) at that time the aggregate Outstanding Balance of all Series Receivables which are subject to a fixed rate of interest (including the relevant Series Receivable on which the interest rate is to be fixed) is equal to or less than 2.0% of the aggregate Outstanding Balance of all Series Receivables at that time; and

(b) either:

(i) the Manager procures that the Issuer and a counterparty enter into an appropriate and corresponding Derivative Contract in respect of that Series Receivable (in respect of which a Rating Notification has been provided prior to the entry into that Derivative Contract) prior to the date on which the fixed interest rate is to take effect and:

(A) the swap margin in respect of that Derivative Contract for that Series Receivable; and

(B) the Fixed WAM,

in each case is not less than 2.0% (or such higher percentage as may be required to ensure no Adverse Rating Effect will result from the fixing of the interest rate on that Series Receivable); or

(ii) the Manager gives a direction to the Issuer to sell that Series Receivable prior to the date on which the fixed interest rate is to takes effect.

For these purposes, the "**Fixed WAM**" means, at any time, the percentage equal to:

- the weighted average of the fixed rate of interest payable under all Series Receivables which are subject to a fixed rate of interest at that time; minus
- the weighted average of the fixed swap rate set under each Derivative Contract entered into by the Issuer in accordance with this Section 5.7.

5.8 Redraws and Further Advances

Redraws

The Servicer must not consent to a request by a Debtor for a Redraw in respect of a Series Receivable unless the Manager has given its prior written consent and has directed the Issuer to fund the Redraw. The Manager may only direct the Issuer to fund a Redraw if:

(a) a Redraw Trigger is not then subsisting; and

(b) the Manager has determined that the aggregate of:

(i) any funds standing to the credit of the Redraw Reserve Ledger which are available to be applied to fund that Redraw; and

(ii) any funds which the Manager is entitled to direct the Issuer to apply to fund that Redraw in accordance with Section 11.2 ("Distributions during a Collection Period") or Section 11.5 ("Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed") as applicable,

is sufficient to fund that Redraw.

Redraw Notes

If the Manager wishes to consent to a Redraw but cannot do so on the basis that it reasonably forms the view that the Available Principal available to applied to fund Redraws in accordance with Section 11.2 ("Distributions during a Collection Period") will be less than the Manager's estimate of the amounts required to fund such Redraws (a "**Redraw Shortfall**"), the Manager may (in its discretion) direct the Issuer to issue Redraw Notes with such aggregate Invested Amount as may be determined by the Manager having regard to the Redraw Shortfall.

However, the Manager may only direct the Issuer to issue Redraw Notes if:

(a) the Manager reasonably forms the view that the aggregate Invested Amount of all Redraw Notes immediately after the issue of such Redraw Notes will not exceed the Redraw Note Limit;

(b) a Rating Notification has been provided in respect of the issuance of Redraw Notes; and

(c) a Redraw Trigger is not then subsisting.

The Issuer must, if directed by the Manager, deposit the issue proceeds of Redraw Notes into the Redraw Reserve Ledger.

Redraw Reserve Ledger

The Manager must establish the Redraw Reserve Ledger on or before the first day on which Redraw Notes are issued. The balance of the Redraw Reserve Ledger will be applied by the Issuer, at the direction of the Manager, from time to time as follows:

(a) if there is insufficient Available Principal to fund Redraws that the Manager would otherwise consent to in accordance with Section 11.2 ("Distributions during a Collection Period"), to fund such Redraws; and

(b) if a Redraw Trigger occurs, by allocating on the next Determination Date the balance of the Redraw Reserve Ledger to Total Available Principal.

Further Advances

The Servicer must not consent to a request by a Debtor for a Further Advance in respect of a Series Receivable. However, if a Debtor requests a Further Advance and the Servicer wishes to agree to that request, the Manager may direct the Issuer to sell the Series Receivable as described in Section 5.5 ("Sale of Series Receivables by the Issuer").

6 CONDITIONS OF THE NOTES

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

1 INTERPRETATION

1.1 Definitions

In these conditions these meanings apply unless the contrary intention appears. Terms used in these conditions which are defined in Section 15 ("Glossary") but which are not otherwise defined below have the meaning given to them in Section 15 ("Glossary").

***Adjustment Spread** means the adjustment spread as the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:*

(a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using industry-accepted practices, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or

(b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent to be appropriate or, if the Calculation Agent is unable to determine the quantum of, or a formula or methodology for determining, such adjustment spread, then as determined by an alternative financial institution (appointed by the Manager in its sole discretion) acting in good faith and in a commercially reasonable manner.

***Adjustment Spread Fixing Date** means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate.*

***Administrator** means*:

(a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);

(b) in respect of AONIA, the Reserve Bank of Australia; and

(c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark, or if there is no administrator, the provider of that rate or benchmark,

or in each case, any successor administrator or, as applicable, any successor administrator or provider.

***Administrator Recommended Rate** means the rate formally recommended for use as the replacement for the BBSW Rate by the Administrator of the BBSW Rate.*

***AONIA** means the Australian dollar interbank overnight cash rate (known as AONIA).*

***AONIA Fallback Rate** means, for an Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Determination Date plus the Adjustment Spread.*

***Applicable Benchmark Rate** means initially, the BBSW Rate or, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate (as applicable at such time in accordance with condition 6.10 ("Permanent Discontinuation Fallback")).*

ASX *means ASX Limited (ABN 98 008 624 691).*

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

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

BBSW *means the Australian Dollar mid rate benchmark for prime bank eligible securities (known as the Australian Bank Bill Swap Rate for BBSW).*

BBSW Rate *means, for an Interest Determination Date, subject to condition 6.9 ("Temporary Disruption Fallback") and condition 6.10 ("Permanent Discontinuation Fallback"), the per annum rate expressed as a decimal which is the level of BBSW for a period of one month provided by the Administrator and published as of the Publication Time on that Interest Determination Date provided that if the first Interest Period is longer than one month, the BBSW Rate for the first Interest Period will be the rate determined using straight line interpolation by reference to two rates where:*

(a) the first rate must be determined on the Interest Determination Date of that Interest Period as being the per annum rate expressed as a decimal which is the level of BBSW for a period of one month provided by the Administrator and published as of the Publication Time on that Interest Determination Date; and

(b) the second rate must be determined on the Interest Determination Date of that Interest Period as being the per annum rate expressed as a decimal which is the level of BBSW for a period of two months provided by the Administrator and published as of the Publication Time on that Interest Determination Date.

The rate calculated by the Calculation Agent will be rounded up, if necessary, to four decimal places (the number 5 being rounded upwards).

Bloomberg *means Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time), as the provider of term adjusted AONIA and the spread.*

Bloomberg Adjustment Spread *means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg, on the Fallback Rate (AONIA) Screen (or by other means) or provided to, and published by, authorised distributors.*

Clearing System *means:*

(a) the Austraclear System; or

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

Compounded Daily AONIA *means for an Interest Determination Date, the rate which is the rate of return of a daily compound interest investment, calculated in accordance with the formula below:*

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{AONIA_{i-5BD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

d *means the number of calendar days in the relevant Interest Period;*

d_0 *means the number of Business Days in the relevant Interest Period;*

AONIA$_{i-5BD}$ *means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Business Day falling five Business Days prior to such Business Day "i";*

i *is a series of whole numbers from 1 to d0, each representing the relevant Business Day in chronological order from (and including) the first Business Day in the relevant Interest Period to (and including) the last Business Day in such Interest Period; and*

n_i *for any Business Day "i", means the number of calendar days from (and including) such Business Day "i" up to (but excluding) the following Business Day.*

If for any reason Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period.

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

Fallback Rate *means, in respect of a Permanent Discontinuation Fallback for an Applicable Benchmark Rate, the rate that applies to replace that Applicable Benchmark Rate in accordance with the definition of Permanent Discontinuation Fallback.*

When calculating interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, that interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

Fallback Rate (AONIA) Screen *means the Bloomberg screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg screen <HP> <GO>) or any other published source designated by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time).*

Final Fallback Rate *means, in respect of an Applicable Benchmark Rate, the rate:*

(a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that in good faith it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing that Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a);

(b) if the Calculation Agent is unable or unwilling to determine a reasonable alternative, determined by an alternative financial institution (appointed by the Manager in its sole discretion) acting in good faith and in a commercially reasonable manner; or

(c) if and for so long as the Manager is unable to appoint an alternative financial institution or the appointed alternative financial institution is unable or unwilling to determine a rate in accordance with paragraph (b), which is the last provided or published level of that Applicable Benchmark Rate.

Interest Determination Date *means, in respect of an Interest Period;*

(a) where the BBSW rate applies of the Final Fallback Rate applies under paragraph (a)(iii) of the definition of Permanent Discontinuation Fallback, the first day of that Interest Period; and

(b) otherwise, the fifth Business Day prior to the last day of that Interest Period,

subject in each case to adjustment in accordance with the Business Day Convention

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

***Margin** means:*

(a) for a Class A1 Note, 1.30% per annum;

(b) for a Class A2 Note, 1.70% per annum;

(c) for a Class B Note, 2.55% per annum;

(d) for a Class C Note, 3.00% per annum;

(e) for a Class D Note, 3.85% per annum;

(f) for a Class E Note, 6.30% per annum;

(g) for a Class F Note, such percentage rate per annum as is notified by the Manager to the Issuer prior to the issue of that Class F Note; and

(h) for a Redraw Note, such percentage rate per annum as is notified by the Manager to the Issuer prior to the issue of that Redraw Note.

***Maturity Date** means the Payment Date occurring in March 2055.*

***Non-Representative** means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of that Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate:*

(a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and

(b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor or Administrator (as applicable) (howsoever described) in contracts.

***Permanent Discontinuation Fallback** means, in respect of:*

(a) the BBSW Rate, that the rate for any day for which the BBSW Rate is required on or after the BBSW Rate Permanent Fallback Effective Date will be:

(i) if at the time the BBSW Rate Permanent Fallback Effective Date occurs, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Fallback Rate;

(ii) if at the time the BBSW Rate Permanent Fallback Effective Date occurs, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and

(iii) if neither paragraph (i) nor paragraph (ii) above apply, the Final Fallback Rate;

(b) AONIA, that the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be:

(i) if at the time the AONIA Permanent Fallback Effective Date occurs, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and

(ii) if paragraph (i) above does not apply, the Final Fallback Rate; and

(c) the RBA Recommended Rate, that the rate for any day for which the RBA Recommended Rate is required on or after the RBA Recommended Rate Permanent Fallback Effective Date will be the Final Fallback Rate.

***Permanent Discontinuation Trigger** means, in respect of an Applicable Benchmark Rate:*

(a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;

(b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official with jurisdiction over the Administrator of the Applicable Benchmark Rate, a resolution authority with jurisdiction over the Administrator for the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate, which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;

(c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes or that its use will be subject to restrictions or adverse consequences;

(d) it has become unlawful for the Calculation Agent or any other party responsible for calculations of interest under these conditions to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate;

(e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is AONIA or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or

(f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis.

***Permanent Fallback Effective Date** means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:*

(a) in the case of paragraphs (a) and (b) of the definition of "Permanent Discontinuation Trigger", the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;

(b) in the case of paragraphs (c) and (d) of the definition of "Permanent Discontinuation Trigger", the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);

(c) in the case of paragraph (e) of the definition of "Permanent Discontinuation Trigger", the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rate continues to be published or provided on such date; or

(d) in the case of paragraph (f) of the definition of "Permanent Discontinuation Trigger", the date that event occurs.

***Publication Time** means*

(a) in respect of the BBSW Rate, 12.00pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and

(b) in respect of AONIA, 4.00pm (Australian Eastern Standard Time (AEST)/Australian Eastern Daylight Time (AEDT)) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology.

***RBA Recommended Fallback Rate** has the same meaning given to AONIA Fallback Rate but with necessary adjustments to substitute all references to AONIA with corresponding references to the RBA Recommended Rate.*

***RBA Recommended Rate** means, in respect of any relevant day (including any day "i"), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor, in respect of that day.*

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

***Specified Office** means the address of the Issuer specified in the Note Deed Poll or any other address notified to Noteholders from time to time.*

***Supervisor** means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate.*

***Supervisor Recommended Rate** means the rate formally recommended for use as the replacement for the BBSW Rate by the Supervisor of the BBSW Rate.*

***Temporary Disruption Fallback** means, in respect of:*

(a) the BBSW Rate, that the rate for any day for which the BBSW Rate is required will be the first rate available in the following order of precedence:

(i) firstly, the Administrator Recommended Rate;

(ii) next, the Supervisor Recommended Rate; and

(iii) lastly, the Final Fallback Rate;

(b) AONIA, that the rate for any day for which AONIA is required will be the last provided or published level of AONIA; or

(c) the RBA Recommended Rate, that the rate for any day for which the RBA Recommended Rate is required will be the last provided or published level of that RBA Recommended Rate (or if no such rate has been provided or published, the last provided or published level of AONIA).

***Temporary Disruption Trigger** means, in respect of any Applicable Benchmark Rate which is required for any determination:*

(a) the Applicable Benchmark Rate in respect of the day for which it is required has not been published by the Administrator or an authorised distributor and is not otherwise provided by the Administrator by the date on which that Applicable Benchmark Rate is required; or

(b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate.

1.2 General

Clauses 1.2 ("References to certain general terms") to 1.5 ("Capacity") of the Master Definitions Schedule apply to these conditions.

1.3 References to time

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

1.4 Business Day Convention

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

2 GENERAL

2.1 Issue Supplement

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

Notes are issued in 8 classes:

(a) Class A1 Notes;

(b) Class A2 Notes;

(c) Class B Notes;

(d) Class C Notes;

(e) Class D Notes;

(f) Class E Notes;

(h) Class F Notes; and

(i) Redraw Notes.

2.2 Currency

Notes are denominated in Australian Dollars.

2.3 Clearing Systems

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

3 FORM

3.1 Constitution

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

3.2 Registered form

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

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

3.3 Effect of entries in Register

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

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

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

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

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

3.4 Register conclusive as to ownership

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

3.5 Non-recognition of interests

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

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

This condition applies whether or not a Note is overdue.

3.6 Joint Noteholders

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

3.7 Inspection of Note Register

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

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

3.8 Notes not invalid if improperly issued

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

3.9 Location of the Notes

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

4 STATUS

4.1 Status

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

4.2 Security

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

4.3 Ranking

The Notes of each class rank equally amongst themselves.

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

5 TRANSFER OF NOTES

5.1 Transfer

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

5.2 Title

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

5.3 Transfers in whole

Notes may only be transferred in whole.

5.4 Compliance with laws

Notes may only be transferred if:

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

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

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

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

5.5 Transfer procedures

Interests in Notes held in a Clearing System may only be transferred in accordance with the rules and regulations of the Clearing System. Notes which are not held in a Clearing System may be transferred by sending a transfer form to the Specified Office of the Registrar.

To be valid, a transfer form must be:

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

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

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

No fee is payable to register a transfer.

5.6 No transfers to unincorporated associations

Noteholders may not transfer Notes to an unincorporated association.

5.7 Transfers of unidentified Notes

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

6 INTEREST

6.1 Interest on Notes

Each Note bears interest:

(a) *(subject to paragraph (b)) on its Invested Amount at its Interest Rate, as provided in condition 6.4 ("Calculation of interest payable on the Notes") from (and including) its Issue Date to (but excluding) its Maturity Date, or, if earlier, the date on which the Note is redeemed in accordance with condition 8.6 ("Final Redemption"); or*

(b) *on its Stated Amount if the Stated Amount of that Note is zero.*

6.2 Interest Rate determination

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

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

6.3 Interest Rate

(a) *The Interest Rate for a Class A1 Note and a Class A2 Note:*

(i) for each Interest Period ending on or prior to the first Call Option Date is the sum of:

(A) the relevant Margin; and

(B) the BBSW Rate determined on the Interest Determination Date,

for that Note and that Interest Period;

(ii) for each Interest Period ending after the first Call Option Date is the sum of:

(A) the relevant Margin;

(B) the relevant Step-Up Margin; and

(C) the BBSW Rate determined on the Interest Determination Date,

for that Note and that Interest Period.

(b) The Interest Rate for a Class B Note, a Class C Note, a Class D Note, a Class E Note, a Class F Note and a Redraw Note for each Interest Period is the sum of:

(i) the relevant Margin; and

(ii) the BBSW Rate determined on the Interest Determination Date,

for that Note and that Interest Period.

(c) If a calculation of an Interest Rate in respect of a Note for an Interest Period under this condition 6.3 produces a rate of less than zero percent, the Interest Rate in respect of that Note for that Interest Period will be zero percent.

6.4 Calculation of interest payable on Notes

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

The amount of interest payable on a Note is calculated by multiplying the Interest Rate for the Interest Period, the Invested Amount of the Note (as at the first day of that Interest Period) and the Day Count Fraction.

6.5 Notification of Interest Rate and other things

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

6.6 Decisions and determinations are final and conclusive

All determinations, decisions, calculations, settings and elections required by this condition 6 ("Interest") and any related definitions are to be made by the Calculation Agent. Any such determination, decision, calculation, setting or election, including (without limitation) any determination with respect to the level of a benchmark, rate or spread, the adjustment of a benchmark, rate or spread or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error, may be made in the Calculation Agent's sole discretion and, notwithstanding anything to the contrary in the Transaction Documents, will become effective

as made without any requirement for the consent or approval of Noteholders or any other person.

6.7 Rounding

For any determination or calculation required under these conditions:

(a) all percentages resulting from the determination or calculation must be rounded to the nearest one hundred thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.); and

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

(i) in the case of Australian Dollars, one cent; and

(ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency; and

(c) all other figures resulting from the determination or calculation must be rounded to five decimal places (with halves being rounded up).

6.8 Default interest

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

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

6.9 Temporary Disruption Fallback

Subject to condition 6.10 ("Permanent Discontinuation Fallback"), if a Temporary Disruption Trigger occurs in respect of an Applicable Benchmark Rate, the rate for any day for which that Temporary Disruption Trigger is continuing and that Applicable Benchmark Rate is required will be the rate determined in accordance with the Temporary Disruption Fallback for that Applicable Benchmark Rate.

6.10 Permanent Discontinuation Fallback

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

7 ALLOCATION OF CHARGE-OFFS

The Issue Supplement contains provisions for:

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

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

8 REDEMPTION

8.1 Redemption of Notes on Maturity Date

The Issuer agrees to redeem each Note on the Maturity Date by paying to the Noteholder the Invested Amount for the Note plus all accrued and unpaid interest on the Note up to the Maturity Date and any other amount payable but unpaid with respect to the Note. However, the Issuer

is not required to redeem a Note on the Maturity Date if the Issuer redeems the Note before the Maturity Date.

8.2 Redemption of Notes – Call Option

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

(b) The Manager may only direct the Issuer to redeem the Notes under this condition 8.2 if the proposed redemption date is a Call Option Date. The Manager agrees to direct the Issuer to give notice of the proposed redemption under this condition 8.2, at least 10 days before the proposed redemption date, to the Registrar and the Noteholders and any stock exchange on which the Notes are listed.

8.3 Redemption for taxation reasons

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

(b) The Manager agrees to direct the Issuer to give notice of the proposed redemption under this condition 8.3, at least 10 days before the proposed redemption date (which must be a Payment Date), to the Registrar and the Noteholders and any stock exchange on which the Notes are listed.

8.4 Payment of principal in accordance with Issue Supplement

Payments of principal on each Note will be made in accordance with the Issue Supplement.

8.5 Late payments

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

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

8.6 Final Redemption

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

9 PAYMENTS

9.1 Payments to Noteholders

The Issuer agrees to pay:

(a) interest and amounts of principal (other than a payment due on the Maturity Date), to the person who is the Noteholder at the close of business in the place where the Register is maintained on the Record Date; and

(b) amounts due on the Maturity Date to the person who is the Noteholder at 4.00pm in the place where the Register is maintained on the due date.

9.2 Payments to accounts

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

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

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

9.3 Payments subject to law

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

10 TAXATION

10.1 No set-off, counterclaim or deductions

The Issuer agrees to make all payments in respect of a Note in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless such withholding or deduction is made under or in connection with, or to ensure compliance with, FATCA or is required by law.

10.2 Withholding tax

If a law (including FATCA) requires the Issuer to withhold or deduct an amount in respect of Taxes (including, without limitation, any FATCA Withholding Tax) from a payment in respect of a Note, then (at the direction of the Manager):

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

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

The Issuer is not liable to pay any additional amount to the Noteholder in respect of any such withholding or deduction (including, without limitation, any FATCA Withholding Tax).

10.3 Information Reporting

(a) Promptly upon request, each Noteholder shall provide the Issuer (or other person responsible for FATCA reporting or delivery of information under FATCA) with information sufficient to allow the Issuer to perform its FATCA reporting obligations, including properly completed and signed tax certifications:

(i) IRS Form W-9 (or applicable successor form) in the case of a Noteholder that is a "United States Person" within the meaning of the United States Internal Revenue Code of 1986; or

(ii) the appropriate IRS Form W-8 (or applicable successor form) in the case of a Noteholder that is not a "United States Person" within the meaning of the United States Internal Revenue Code of 1986.

(b) If the Manager determines that the Issuer has made a "foreign passthru payment" (as that term is or will at the relevant time be defined under FATCA), the Manager shall provide notice of such payment to the Issuer, and, to the extent reasonably requested by the Issuer, the Manager shall provide the Issuer with any non-confidential information provided by Noteholders in its possession that would assist the Issuer in determining whether or not, and to what extent, FATCA Withholding Tax is applicable to such payment on the Notes.

11 TIME LIMIT FOR CLAIMS

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

12 GENERAL

12.1 Role of Calculation Agent

In performing calculations under these conditions, the Calculation Agent is not an agent or trustee for the benefit of, and has no fiduciary duty to or other fiduciary relationship with, any Noteholder. Whenever the Calculation Agent is required to act, make a determination or exercise judgement in any way, it will do so in good faith and in a commercially reasonable manner.

12.2 Meetings of Secured Creditors

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

13 NOTICES

13.1 Notices to Noteholders

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

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

(b) given by an advertisement published in:

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

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

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

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

(e) if the relevant Notes are listed, announced on the stock exchange on which those Notes are listed.

13.2 When effective

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

13.3 When taken to be received

Communications are taken to be received:

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

(b) if sent by post, seven Business Days after posting (or eleven Business Days after posting if sent from one country to another); or

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

14 GOVERNING LAW

14.1 Governing law and jurisdiction

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

14.2 Serving documents

Without preventing any other method of service, any document in any court action in connection with any Notes may be served on the Issuer by being delivered to or left at the Issuer's address for service of notices in accordance with clause 42 ("Notices") of the Master Trust Deed.

15 LIMITATION OF LIABILITY

The Issuer's liability to the Noteholders of the Series (and any person claiming through or under a Noteholder of the Series) in connection with the Note Deed Poll and the other Transaction Documents of the Series is limited in accordance with clause 21.3 ("Limited liability of the Trustee") of the Master Trust Deed.

7 GENERAL INFORMATION

Use of Proceeds

The proceeds from the issue and sale of the Offered Notes and the Class F Notes on the Closing Date will be $750,000,000.

On the Closing Date the Issuer will apply the proceeds of the Offered Notes and the Class F Notes towards payment of the purchase price for the Series Receivables and Related Securities. If the aggregate proceeds from the issue of those Notes on the Closing Date exceed the purchase price for the Series Receivables and Related Securities, the amount of such excess will form part of Total Available Principal in respect of the first Determination Date.

The Issuer may apply the proceeds of the issue of any Redraw Notes after the Closing Date towards funding Redraws as described in Section 5.8 ("Redraws and Further Advances").

Clearing Systems

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

Once the Offered Notes are lodged in the Austraclear system, transactions in the Offered Notes will be subject to the regulations of Austraclear ("**Austraclear Regulations**").

Transactions relating to interests in the Offered Notes may also be carried out through Euroclear or Clearstream, Luxembourg.

Interests in the Offered Notes traded in the Austraclear system may be held for the benefit of Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in Offered Notes in Euroclear would be held in the Austraclear system by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in Offered Notes in Clearstream, Luxembourg would be held in the Austraclear system by a nominee of BNP Paribas Securities Services, Sydney Branch as custodian for Clearstream, Luxembourg.

The rights of a holder of interests in an Offered Note held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearsteam, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the Austraclear Regulations.

AFGS will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees and their participants and the investors.

Approvals

Regulations in Australia restrict or prohibit payments, transactions and dealings with assets having a prescribed connection with certain countries or named individuals or entities subject to international sanctions or associated with terrorism. See section 3 ("Risk Factors - Australian Anti-Money Laundering and Counter-Terrorism Financing Regime and sanctions laws").

8 THE AFG GROUP

AFG Securities (**AFGS**) is a wholly owned subsidiary of Australian Finance Group (**AFG**). AFG is an Australian incorporated public company listed on the Australian Securities Exchange with headquarters in Perth, and offices in Sydney, Melbourne, Brisbane and Adelaide.

AFG commenced business in 1994, with its core operations traditionally focused on mortgage broking aggregation. AFG now operates a network of more than 3,800 (**Member Brokers**). As at 30 June 2023, AFG's residential loan book, or residential loans under management, is more than $195 billion, with an additional $12 billion loan book relating to commercial mortgages, again originated through contracted brokers.

The combined $207 billion loan book, as at 30 June 2023, linked with major banks and leading lending institutions, has provided strong and reliable cash flow, which in turn has underwritten the expansion of the AFG Group from its history operating solely as a mortgage broking aggregator. In 2001, the AFG Group made the strategic decision to move further up the value chain and leverage the distribution capability developed since commencing business. AFG established a mortgage management business, AFG Home Loans Pty Ltd (**AFGHL**), principally funded by Puma, Bendigo Adelaide Bank Limited (previously Adelaide Bank) and ultimately ING. This has now developed into a white label origination program with AFGS, Advantedge Financial Services Pty Ltd, Bendigo and Adelaide Bank Ltd and Pepper Group Ltd, with a loan book of approximately $13.1 billion as at 30 June 2023. This business has enabled the AFG Group to accumulate significant experience in credit, post settlement care and arrears management.

In 2007, with proven capability in the AFGHL business, AFGS commenced operations to facilitate the further evolution of the wider AFG business. Whilst the onset of the Global Financial Crisis curtailed originations, a new warehouse facility was negotiated with NAB in 2010. AFGS has subsequently grown originations whilst ensuring that the accumulated residential mortgage assets were accepted in the wider investor market. In March 2013, AFGS completed its inaugural term securitisation transaction (AFG 2013-1 Trust), successfully raising $275 million. In its most recent term securitisation transaction (AFG 2022-2 Trust) AFGS raised $1 billion, in its largest transaction to date. Since 2013, AFGS has completed eleven Prime and two Non-Conforming transactions, and since 2018, eight Prime transactions have been successfully redeemed on their respective call option dates. The AFGS loan portfolio is approximately $4.5 billion as at 30 June 2023.

AFGS originates residential home loans through the tied distribution of its parent - which manages 3,800 brokers directly contracted to AFG across Australia. AFGS does not accept home loan applications from sources outside of the AFG network. All loans are initially funded through its warehouse facilities. For more information, see Section 9 ("Origination and Servicing of the Series Receivables").

AFGS holds an Australian Financial Services Licence (No. 418017) issued by ASIC. As a licensee, AFGS is required to have satisfied ASIC that it meets acceptable standards with respect to financial resources, risk management, compliance and corporate governance.

The Directors of the AFG Group of companies highlighted in this Information Memorandum are identified in the following table

	Australian Finance Group Ltd (AFG)	AFG Home Loans Pty Ltd (AFGHL)	AFG Securities Pty Ltd (AFGS)
Greg Medcraft	**X**		
Brett McKeon	**X**		
Malcolm Watkins	**X**		
Craig Carter	**X**		
Jane Muirsmith	**X**		

Annette King	**X**		
David Bailey		**X**	**X**
Lisa Bevan		**X**	**X**

Management profile of the AFG Group of companies

A summary of the backgrounds of all directors and key management within the group is as follows.

Directors

Greg Medcraft (Independent Non-Executive Director)

The first part of Mr Medcraft's career was spent with accounting firm KPMG before spending 26 years with Société Générale in Australia, Asia, Europe, and the Americas, and then as CEO of the industry group, the Australian Securitisation Forum. At Société Générale, Mr Medcraft initially worked on corporate finance, then capital markets, structured finance, project finance and funds management before becoming Deputy Global Head of Financial Engineering, and then Managing Director and Global Head of Securitisation. When based in New York, Mr Medcraft co-founded the industry group, the American Securitization Forum, and was Chairman for a number of years. From 2009, Mr Medcraft served as Commissioner for 2 years and then 7 years as Chairman of ASIC, the corporate and market regulator. In 2017, Mr Medcraft moved to Paris as Director of the OECD's Directorate of Financial and Enterprise Affairs. He also serves as a director of the Digital Finance Centre for Research and Co-operation and London based industry group GBBC Digital Finance Ltd. He is a Senior Board Advisor to Paris-based MNK Capital and Washington based Infraclear Inc. Mr Medcraft holds a Bachelor of Commerce from the University of Melbourne and Doctorate (honoris causa) of Business from RMIT University. Mr Medcraft was appointed as an independent non-executive director of AFG on 15 September 2021, the Deputy Chair on 29 July 2022, and was appointed to the role of Chair on 1 April 2023.

Brett McKeon (Non-Executive Director)

Mr McKeon is a founding Director of AFG and the Group's former Managing Director. Mr McKeon has worked for more than 35 years in the financial services industry. He has considerable management, capital raising, public company and sales experience and is an experienced director in both the public and private arenas. In addition to his role as Non-Executive Director of AFG, Mr McKeon is the Chair of Greenlane Group Pty Ltd, a privately-owned company specialising in debt and equity funding solutions for property developers, property development, mortgage fund investments and other opportunities for sophisticated and wholesale investors.

Malcolm Watkins (Non-Executive Director)

Mr Watkins is a founding Director of AFG and plays a key role in the strategic direction of the Company. For 28 years he has driven the company's tactical development of market-leading IT and marketing divisions. Mr Watkins is also on the board of Thinktank, a leading commercial property lender in which AFG holds a 32.08% stake. He is tasked with overseeing the opportunity to blend Thinktank's commercial property lending expertise with AFG's broad distribution capabilities, to deliver strategic value to both businesses. Mr Watkins is also a former board member of the industry's peak national body representing the sector, the Mortgage Finance Association of Australia (MFAA).

Craig Carter (Independent Non-Executive Director)

Mr Carter joined the AFG Board in early 2015, and is the Chair of the Audit Committee, a member of the Risk and Compliance Committee, and a member of the Remuneration and Nomination Committee. Following a career spanning 35 years in stockbroking and investment banking, including 15 years at Macquarie Group, specialising in Corporate Advice and Equity Capital Markets, Mr Carter now actively manages his own business interests across a range of investment activities. Mr Carter is a well-known professional with unique experience in both business ownership and corporate advisory. Mr Carter is the Vice President of the AFL Fremantle Football Club where he Chairs the Finance and Audit

Committee and is on Bank of America's Australian Advisory Board. This experience and reputation provide a platform of financial experience, integrity and strong governance.

Jane Muirsmith (Independent Non-Executive Director)

Ms Muirsmith is an accomplished digital and marketing strategist, having held several executive positions in Sydney, Melbourne, Singapore, and New York. Ms Muirsmith is Managing Director of Lenox Hill, a digital strategy and advisory firm and is a Non-Executive Director of Cedar Woods Properties Ltd, the Telethon Kids Institute, and the Non-Executive Chair of HealthDirect Australia. She is a Graduate of the Australian Institute of Company Directors, a Fellow of Chartered Accountants Australia and New Zealand and a member of the Ambassadorial Council UWA Business School. Ms Muirsmith was appointed to the AFG Board in March 2016 and is Chair of the Technology and Data Committee, a member of the Risk and Compliance Committee and a member of the Remuneration and Nomination Committee.

Annette King (Independent Non-Executive Director)

Ms King is an experienced company director, former CEO, and actuary, with over 30 years' experience in financial services across Asia-Pacific. Prior to becoming a non-executive director, Ms King had a successful track record as a CEO, CFO and CMO of significant financial institutions, as well as being a founder/entrepreneur. Ms King has served large multi-national companies (Swiss Re, AXA, Manulife, Mercer, MLC Super) and fintech companies (FNZ, Galileo Platforms). Her focus is on business growth through differentiated client experience, organizational culture, and innovation via digital and technology enablement. Ms King serves on the boards of HCF, Swiss Re and U Ethical Investors. She was previously President and Chair of the Actuaries Institute and President of the Life Insurance Association of Singapore. She is a Fellow of the Australian Institute of Company Directors, has a Bachelor of Economics from Macquarie University, is a Fellow of the Actuaries Institute of Australia and a member of Chief Executive Women.

David Bailey - Chief Executive Officer AFG and Director AFGS/AFGHL

David is a Fellow of the Institute of Chartered Accountants of Australia and New Zealand and also a Fellow of FINSIA (Financial Services Institute of Australasia) with over 30 years' professional experience.

Upon graduating from university, David entered the chartered accounting profession where he stayed until 2000 when he took on his first senior role in commerce.

David has been with AFG for 19 years in various roles. In 2004, David joined AFG as Chief Financial Officer and took on responsibility for the finance operations of the AFG group as a whole. In 2015, David was appointed to the role of Chief Operating Officer with this role encompassing the AFG Securitisation business. In 2017, David was appointed to the role of CEO.

Lisa Bevan – Chief Operating Officer AFG and Director AFGS/AFGHL

Ms Bevan joined AFG in 1998 and was appointed to the position of Company Secretary in 2001. Ms Bevan is a Chartered Accountant, holds a Bachelor of Commerce degree and has a Diploma of Corporate Governance from the Governance Institute of Australia. Ms Bevan is responsible for managing AFG's secretariat, governance and ASX requirements. Ms Bevan also oversees the legal and human resources functions of the Company. In June 2023, Ms Bevan was appointed as AFG's Chief Operating Officer and retired from her position as Company Secretary.

Michelle Palethorpe – General Counsel and Company Secretary

Ms Palethorpe joined AFG in December 2018 as General Counsel and was appointed to the position of Company Secretary in June 2023. Ms Palethorpe holds a Bachelor of Laws degree and a Bachelor of Business Administration (Economic and Finance) degree and has over 23 years legal experience in Australia with Herbert Smith Freehills and in London with Slaughter and May. Ms Palethorpe is responsible for managing AFG's secretariat, governance and ASX requirements in addition to the legal functions of the Company.

Key Management with respect to AFGS

(a) Damian Percy - General Manager AFG Securities - AFGS

Mr Percy has over 20 years' experience in financial services - most notably as General Manager of Third-Party Lending at Bendigo and Adelaide Bank – and a broad and deep understanding of the Australian home loan market. He is a highly respected commentator and advisor to the industry with practical expertise across all facets of the sector including funding, distribution, operations, product design, technology, and regulation.

Mr Percy is a past director and Fellow of the MFAA and holds degrees in Arts and Law.

(b) Tony Bird – Chief Risk Officer - AFG

Mr Bird has been working in the banking and finance industry for over 25 years predominantly in credit risk, portfolio management, compliance and collections. Prior to joining AFG, Mr Bird was the Chief Risk Officer at Pioneer Credit in Perth. He has spent 12 years at Westpac & 10 years at CBA bringing data driven solutions to risk management with a focus on profitable growth. Mr Bird is a qualified commercial pilot with a Graduate Certificate in Operations Management from University of Technology Sydney.

(c) Toni Blundell - Treasurer - AFGS

Ms Blundell is a Chartered Accountant and holds a Bachelor of Commerce Degree and a Graduate Diploma of Applied Finance from FINSIA. With over 20 years' experience in financial roles, Ms Blundell joined AFG in 2011. As part of her role as Treasurer for the AFG Lending Business, she manages the AFGS securitisation program, including term securitisations and the warehouse facilities held by AFGS. Ms Blundell started her career with Deloitte and then moved to London where she held various roles with GE Capital Real Estate, including Risk Management and Asset Management.

9 ORIGINATION AND SERVICING OF THE SERIES RECEIVABLES

9.1 Roles and Responsibilities of companies within the AFG Group

The Australian Finance Group Limited group of companies is comprised of a small number of operating wholly owned subsidiaries. These companies each perform distinct roles within the AFG Securities business model. These roles are briefly described below:

- Australian Finance Group Limited (**AFG**) is the holding company and is responsible for the management of the AFG Group as a whole, and also responsible for the recruitment and management of the 3,800 mortgage brokers directly contracted with AFG. It also provides the executive management support, overriding compliance and risk management structures as well as marketing and information technology direction for the AFG Group. Importantly, it also provides the financial support for the balance of the operating companies within the consolidated group of companies;

- AFG Home Loans Pty Ltd (**AFGHL**) is the company that has historically managed the distribution of the AFGHL branded product. AFGHL commenced business as a mortgage manager and as at 30 June 2023 managed a combined loan book of approximately $13.1 billion. As a mortgage manager, AFGHL's responsibilities covered the credit review of all applications, the ultimate settlement of the mortgage transaction, the ongoing customer management, collections and arrears management and ultimate discharge of that customer. In late financial year 2015 AFGHL entered into a white label arrangement with a funder which simplified the AFGHL business such that credit and client services were handled by the funder, and AFGHL become a distributer of the white label product. Gradually since then, the AFGHL business has evolved to be solely a white label distributor of home loan product; and

- AFG Securities Pty Ltd (**AFGS**) provides funding for the "Retro" and "Link" range of AFGHL branded mortgage products. AFGS is the Servicer and Manager for the Trust and maintains its own credit and client services team in-house. As at 30 June 2023, AFGS-funded product comprised $4.5 billion of the $13.1 billion AFGHL portfolio.

AFG and AFGHL are not parties to any of the Transaction Documents and are not responsible for the management of the Trust or the servicing of the Series Receivables. None of the obligations of the Manager, the Servicer, or the Issuer in connection with the Series are guaranteed in any way by AFG or AFGHL.

For further information about AFGS and the other AFG Group companies, see Section 8 ("The AFG Group").

9.2 Origination of Housing Loans

The Series Receivables will consist of Housing Loans and Related Securities originated by AFGS. These housing loans are sourced from brokers directly contracted with AFG. In other words, AFG does not accept home loan applications unless that loan application has been completed by one of their 3,800 (approximately) Australia-wide contracted brokers.

To become an AFG contracted mortgage broker requires a number of checks to be performed by the AFG compliance department before the broker is offered a contract with AFG. Such checks include a police clearance and a credit check.

An AFG Mortgage Broker will use FLEX as a means of assisting them service the customer, and to select an appropriate home loan for the customer. FLEX is an AFG developed technology solution which utilises an enterprise technology as its framework. FLEX is supported by a team of AFG employees whose role is to develop FLEX in accordance with broker, business and legislative needs.

Once a broker has met with a potential home loan customer and the customer agrees on applying for an AFGHL branded home loan, the application form is usually submitted electronically to AFGS and the credit process commences.

9.3 Credit Assessment

Credit assessment is performed by AFGS. The standard credit assessment procedures conducted by AFGS include both the verification of the data within the loan application to source documentation, together with performance of a credit check. Some relevant aspects of these procedures are as follows;

Valuation - The value of the mortgaged property in connection with each housing loan has been determined at origination in accordance with the standards and practices of the Australian Property Institute ("**API**") (including those relating to competency and required documentation) by an accredited valuer firm to the Manager's valuers panel, who is engaged by the Manager or the Originator of the housing loan. Each relevant valuer of a valuer firm is a member of the API whose compensation is not affected by the approval or disapproval of the housing loan.

The valuers panel is maintained (including the appointment of valuer firms to the panel) by the AFGS Credit Committee with no involvement of sales or product staff. Likewise, sales and product staff are not involved in the selection of the valuer firm from the valuers panel engaged to carry out the valuation of the mortgaged property in connection with each housing loan. Where there are 4 or more panel valuers within a designated postcode, sales may deselect one of the valuers from being used, however, they cannot nominate the final valuer selected.

The valuation for property securing a Loan must be addressed to the relevant Approved Purchaser, their agent or the Originator and must be no more than 180 days old at the date the loan was provided.

The valuation must otherwise have complied with the Originator's approved credit policies.

Employment Check - AFGS independently verifies the applicant(s) employer's details and requires pay slip confirmation of the remuneration details included in the application form.

Lenders Mortgage Insurance (LMI) – all Prime Housing Loans with an LVR greater than 80% are covered by an individual LMI policy. The respective LMI provider approves each loan prior to AFGS issuing a formal approval to the customer. For more information about the relevant LMI Providers, see Section 10.5 ("Mortgage Insurers").

Capacity to Service – AFGS undertake a serviceability assessment of every housing loan applicant to ensure the applicant has the ability to service and repay the housing loan. AFGS utilises a Net Surplus Ratio (NSR) calculation to determine an applicant's ability to pay.

9.4 Housing Loan Characteristics

All of the Housing Loans which will form part of the Series Receivables are loans secured by first registered mortgages over residential real estate. Scheduled payments are made predominantly by direct debit or other electronic payment methods to the customer's loan account.

All fees generated from the Series Housing Loans will be Series Assets. Such fees may include (depending on the loan selected by the customer) a fee charged as at settlement of the loan, an annual fee and default interest/fees. All of the Housing Loans are prepayable in full or in part at any time.

Loan Types

Whilst the Housing Loans may be categorised according to different promotional terminology, in summary they can be classified as being either:

- a principal and interest loan;
- an interest only loan which converts to that of a principal and interest loan within a prescribed time period (the maximum is five years, with the potential for a further five years); or

- a line of credit loan (which amortises at the expiry of 120 months).

All Housing Loans are currently subject to a variable rate of interest. On each Payment Date, the Manager is required to calculate the Threshold Rate for the Housing Loans. Except in the circumstances described in Section 5.6 ("Setting the Threshold Rate"), the Manager must direct the Servicer to reset or cause to be reset as soon as possible (having regard to the National Consumer Credit Protection Laws), the interest rates on any one or more Series Receivables so that the weighted average interest rate on the Series Receivables is not less than the Threshold Rate.

9.5 Servicing of Housing Loans

AFGS credit and servicing staff are located in Perth and Melbourne. The loans are managed on the Data Action Core Banking System, which in turn is hosted on a 24/7 bureau service by Data Action Pty Ltd (ACN 008 102 690) ("**Data Action**") out of South Australia. The bureau service provided by Data Action is subject to annual disaster recovery testing, utilising its two live sites in South Australia.

The Core Banking System is a well-established and mature system licensed directly from Data Action and utilised by 17 banks and credit unions, servicing over 2 million customer accounts.

Electronic transaction access into the Australian payments system for customer transactions is provided under a contract with Cuscal Limited (ACN 087 822 455) ("**Cuscal**"). Cuscal is a leading independent provider of payment solutions to financial institutions in Australia and it is an unlisted Australian public company. Cuscal is an Authorised Deposit-taking Institution (ADI) regulated by the Australian Prudential Regulation Authority.

AFGS engages a reputable Australian legal firm to advise on compliance with all legislative requirements of the program which includes impending amendments to existing legislation or new legislation (such as the National Consumer Credit Protection Laws and the Privacy Act 1988 (Cth)).

AFGS also maintains an authorised solicitor panel to prepare the loan documentation and facilitate all loan settlements. As part of the AFG Group's risk management framework, the Group maintains a number of key insurance policies which are independent of the Lenders Mortgage Insurance Contracts referred to elsewhere in this Information Memorandum:

- AFGS has a Mortgage Impairment Insurance policy and an Asset Insurance Policy, which between them provide protection in the event the Debtor has no property insurance cover.

- AFG has a comprehensive Crime Insurance Policy in place to cover the general risk of fraud or loss incurred by any of the companies within the AFG Group from criminal actions. The cover is in place for the exposure of the AFG Group, either to internal and, in some cases, external fraud and general crime. The cover provides protection for such risks as fraud whether electronic, identity, documentary or general illegal activity which causes loss of security rights.

- AFGS currently has Professional Indemnity Insurance cover in place for, at minimum, an amount of $5 million any one claim and in the aggregate during the policy period.

9.6 Standby Servicer

Perpetual Corporate Trust Limited ABN 99 000 341 533 has been appointed as Standby Servicer in respect of the Series under the Standby Servicing Deed. The Standby Servicer and AFGS have implemented a 'warm' standby servicing arrangement to better facilitate the transfer of servicing responsibilities in respect of the Series from the Servicer to the Standby Servicer. The Standby Servicer, in consultation with AFGS, has prepared a Standby Servicing Plan which includes information and guidelines for the Standby Servicer to continue to service the Series Receivables in the event that AFGS is unable to service the Series Receivables.

The Standby Servicing Plan covers full servicer responsibilities including collection and reconciliation of transactions in the banking system, arrears management, recovery actions and LMI reporting.

For information regarding the circumstances in which the Standby Servicer may be required to act as Servicer in respect of the Series, see Section 12.6 (“The Servicing Deed”) and Section 12.7 (“The Standby Servicing Deed”).

10 DESCRIPTION OF THE PARTIES AND SUPPORT FACILITY PROVIDERS

10.1 Issuer

Perpetual Corporate Trust Limited was incorporated in New South Wales on 27 October 1960 as T.E.A. Nominees (N.S.W.) Pty Limited under the Companies Act, 1936 of New South Wales. The name was changed to Perpetual Corporate Trust Limited on 18 October 2006 and Perpetual Corporate Trust Limited now operates as a public unlisted company limited by shares under the Corporations Act. Perpetual Corporate Trust Limited is registered in New South Wales and its registered office is at Level 18, 123 Pitt Street, Sydney NSW 2000, Australia.

Perpetual Limited, a publicly listed company on the Australian Securities Exchange is the ultimate parent company of Perpetual Corporate Trust Limited.

The principal activities of Perpetual Corporate Trust Limited are the provision of trustee and other commercial services. Perpetual Corporate Trust Limited has obtained an Australian Financial Services Licence under Part 7.6 of the Corporations Act (Australian Financial Services Licence No.392673). Perpetual Corporate Trust Limited and its related companies provide a range of services including trustee, custodial, investment management and administrative arrangements to the funds management, superannuation, property, infrastructure and capital markets.

Relationship with transaction parties

None of the Servicer, the Originator, the Manager or the Liquidity Facility Provider is a subsidiary of, or is controlled by, the Issuer.

10.2 Security Trustee

P.T. Limited is appointed as the Security Trustee for the Trust.

P.T. Limited is a limited liability company under the Corporations Act. The Australian Business Number of P.T. Limited is 67 004 454 666. Its registered office is at Level 18, Angel Place, 123 Pitt Street, Sydney, NSW 2000 and its telephone number is +61 2 9229 9000. P.T. Limited is appointed as trustee of the Security Trust on the terms set out in the Master Trust Deed. See Section 12.4 (“The role of the Security Trustee under the Master Trust Deed and the General Security Deed”) for a summary of certain of the Security Trustee’s rights and obligations under the Transaction Documents.

P.T. Limited is a related body corporate of Perpetual Corporate Trust Limited and Perpetual Limited.

The principal activities of P.T. Limited are the provision of security trustee and other commercial services. P.T. Limited has prior experience serving as a security trustee for asset-backed securities transactions.

P.T. Limited has been appointed by Perpetual Trustee Company Limited to act as its authorised representative under its Australian Financial Services Licence (authorised representative number 266797).

10.3 AFGS - Originator, Manager and Servicer

AFGS is the originator of the Receivables and Related Securities and has also agreed to act as Manager in respect of the Trust pursuant to the Management Deed and Servicer of the Series Receives pursuant to the Servicing Deed.

See Section 12.5 (“The Management Deed”) for a summary of certain of the Manager’s rights and obligations as Manager in respect of the Trust and Section 12.6 (“The Servicing Deed”) for more information about AFGS’s role as originator and servicer.

For information about AFGS’s corporate profile and the origination of Receivables and Related Securities, see Section 8 (“The AFG Group”) and Section 9 (“Origination and Servicing of the Series Receivables”).

10.4 National Australia Bank Limited - Liquidity Facility Provider

NAB is the initial Liquidity Facility Provider.

NAB is a public limited liability company incorporated in the Commonwealth of Australia and it operates under Australian legislation including the Corporations Act. Its registered office is Level 28, 395 Bourke Street, Melbourne Victoria 3000, Australia.

For information about the Liquidity Facility in respect of the Trust, see Section 12.8 ("The Liquidity Facility Agreement").

10.5 Mortgage Insurers

QBE Lenders' Mortgage Insurance Limited ("QBE")

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

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

As of 31 December 2022, the audited financial statements of QBE Lenders' Mortgage Insurance Limited had total assets of A$1,742 million and shareholder's equity of A$767 million.

The business address of QBE Lenders' Mortgage Insurance Limited is Level 18, 388 George Street, Sydney, New South Wales, Australia, 2000.

Helia Insurance Pty Limited

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

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

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

11 CASHFLOW ALLOCATION METHODOLOGY

All amounts received by the Issuer will be allocated by the Manager and paid in accordance with the cashflow allocation methodology described in Sections 11.1 to 11.17 below ("**Cashflow Allocation Methodology**"). The Cashflow Allocation Methodology applies only in respect of payments to be made before the occurrence of an Event of Default and enforcement of the General Security Deed in accordance with its terms. Section 11.18 applies in respect of payments made following the occurrence of an Event of Default and enforcement of the General Security Deed.

11.1 Collections

The Servicer is required to collect all Collections received by it in respect of the Series Receivables and remit them to the Collection Account within 2 Business Days of receipt by the Servicer.

The "**Collections**", in respect of a Collection Period, are all amounts received by, or on behalf of, the Issuer in respect of the Series Receivables during that Collection Period including, without limitation:

(a) all principal, interest and fees;

(b) the proceeds of sale or Reallocation of any Series Receivables;

(c) any proceeds recovered from any enforcement action;

(d) any amount received as damages in respect of a breach of any representation or warranty; and

(e) any fixed rate break costs paid by the Debtors,

after deduction of all Taxes and bank and government charges in respect of such amounts.

11.2 Distributions during a Collection Period

Prior to the occurrence of an Event of Default and enforcement of the General Security Deed, the Manager may, on any day during a Collection Period, direct the Issuer to apply all Available Principal received up to that point in time (calculated as if that day was a Determination Date) during that Collection Period (to the extent not previously applied as described in this Section 11.2) towards funding Redraws (a "**Collection Period Distribution**").

However, the Manager must not, at any time during a Collection Period, direct the Issuer to make a Collection Period Distribution unless the Manager is satisfied that there will be sufficient Total Available Principal to fund any required Principal Draw on the next Payment Date in accordance with the Cashflow Allocation Methodology.

11.3 Determination of Available Principal

On each Determination Date, the Manager will determine the Available Principal for the immediately preceding Collection Period. The "**Available Principal**" for a Collection Period will be equal to the aggregate of the following:

(a) the aggregate Collections in respect of the immediately preceding Collection Period; minus

(b) the aggregate of all Collection Period Distributions made under Section 11.2 ("Distributions during a Collection Period") during the immediately preceding Collection Period; minus

(c) the aggregate amount of Income Collections for the immediately preceding Collection Period.

11.4 Determination of Total Available Principal

On each Determination Date, the Manager will determine the Total Available Principal to be distributed on the immediately following Payment Date (as described in Section 11.5 ("Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed)") below).

The "**Total Available Principal**" 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; plus

(b) the amount (if any) to be applied from Total Available Income on the immediately following Payment Date in accordance with Section 11.12(n) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") towards repayment of any Principal Draw outstanding from any previous Payment Date; plus

(c) the amount (if any) to be applied from Total Available Income on the immediately following Payment Date in accordance with Section 11.12(o) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") in respect of any Losses for the immediately preceding Collection Period; plus

(d) the amount (if any) to be applied from Total Available Income on the immediately following Payment Date in accordance with Section 11.12(p) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") in respect of any Carryover Charge-Off; plus

(e) the Amortisation Amount (if any) to be applied from Total Available Income on the immediately following Payment Date in accordance with Section 11.12(w) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"); plus

(f) the balance of the Redraw Reserve Ledger, if a Redraw Trigger is subsisting on that Determination Date; plus

(g) (in respect of the first Determination Date only) the amount (if any) of the Note issue proceeds received by the Issuer on the Closing Date remaining after payment by the Issuer of the Purchase Price for the Series Receivables

11.5 Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed)

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

(a) first, to fund any Principal Draw required in accordance with Section 11.8 ("Principal Draw");

(b) next, if permitted under Section 5.8 ("Redraws and Further Advances"), to fund any Redraw which has not otherwise been funded by the Issuer;

(c) next, pari passu and rateably towards repayment of the Redraw Notes, until the Invested Amount of the Redraw Notes has been reduced to zero;

(d) next, if the Step-Down Conditions are not satisfied on that Payment Date, to be applied amongst the Notes in the following order of priority:

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

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

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

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

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

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

(e) next, if the Step-Down Conditions are satisfied on that Payment Date, to be applied pari passu and rateably:

(i) towards repayment of the Class A1 Notes until the Invested Amount of the Class A1 Notes has been reduced to zero;

(ii) towards repayment of the Class A2 Notes until the Invested Amount of the Class A2 Notes has been reduced to zero;

(iii) towards repayment of the Class B Notes until the Invested Amount of the Class B Notes has been reduced to zero;

(iv) towards repayment of the Class C Notes until the Invested Amount of the Class C Notes has been reduced to zero;

(v) towards repayment of the Class D Notes until the Invested Amount of the Class D Notes has been reduced to zero; and

(vi) towards repayment of the Class E Notes until the Invested Amount of the Class E Notes has been reduced to zero;

(f) next, pari passu and rateably towards repayment of the Class F Notes until the Invested Amount of the Class F Notes has been reduced to zero; and

(g) next, to be applied to the Residual Income Unitholder.

11.6 Step-Down Conditions

The **Step-Down Conditions** will be satisfied on any Payment Date if each of the following conditions are satisfied on that Payment Date:

(a) the Payment Date is before the first Call Option Date;

(b) the Payment Date occurs on or after the day which is 2 years after the Closing Date;

(c) the Subordinated Note Percentage as at the Determination Date immediately preceding that Payment Date is equal to or greater than 20.0%;

(d) the Average Arrears Ratio on the Determination Date immediately preceding that Payment Date is less or equal to than 2.0%; and

(e) there are no unreimbursed Carryover Charge-Offs in respect of any Class of Notes as at the Determination Date immediately preceding that Payment Date.

11.7 Determination of Available Income

On each Determination Date, the Manager will determine the Available Income for the immediately preceding Collection Period. The Available Income for a Collection Period will be the amount equal to the aggregate of the following (without double counting):

(a) the aggregate amount of Income Collections for the immediately preceding Collection Period; plus

(b) the Threshold Rate Subsidy (if any) received from the Manager as described in Section 5.6 (“Setting the Threshold Rate”) or retained from Total Available Income in accordance with

Section 11.12(t) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") as the case may be) on the immediately preceding Payment Date; plus

(c) any interest earned on Authorised Investments for the immediately preceding Collection Period (other than any interest earned in relation to any Collateral Support); plus

(d) the Other Income for the immediately preceding Collection Period; plus

(e) the net amount due to the Issuer by a Counterparty on the next Payment Date (if any) (excluding any Break Payments).

11.8 Principal Draw

If, on any Determination Date, there is a Liquidity Shortfall, the Manager must direct the Issuer to apply an amount of Available Principal (the "**Principal Draw**") (in accordance with the application of Total Available Principal under Section 11.5 ("Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed)")) on the immediately following Payment Date equal to the lesser of:

(a) that Liquidity Shortfall; and

(b) the amount of Available Principal available for that purpose in accordance with Section 11.5 ("Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed)").

11.9 Liquidity Draw

If, on any Determination Date, there is a Further Liquidity Shortfall, the Manager on behalf of the Issuer must request a drawing under the Liquidity Facility (a "**Liquidity Draw**"), to the extent possible, in an amount equal to the lesser of:

(a) the Further Liquidity Shortfall; and

(b) the Available Liquidity Amount at that time.

11.10 Extraordinary Expense Reserve Draw

The Manager will establish and maintain a ledger of the Collection Account known as the "**Extraordinary Expense Reserve**". AFGS will on the Closing Date, deposit into the Extraordinary Expense Reserve an amount equal to the Extraordinary Expense Reserve Required Amount on that day. Such deposit shall constitute an interest bearing loan from AFGS to the Issuer ("**Extraordinary Expense Loan**").

The interest on the Extraordinary Expense Loan will equal the interest credited to the Extraordinary Expense Reserve from time to time and the Issuer will (at the direction of the Manager) withdraw and pay such interest from the Extraordinary Expense Reserve to AFGS on each Payment Date (but only to the extent that the Extraordinary Expense Reserve Balance, after such payment and any other payments to be made from the Extraordinary Expense Reserve in accordance with this Section 11.10 on that Payment Date, would be at least equal to the Extraordinary Expense Reserve Required Amount).

The Extraordinary Expense Loan is only repayable by the Issuer to AFGS after all Notes have been redeemed in full and, following the occurrence of an Event of Default and enforcement of the General Security Deed and application of the Extraordinary Expense Reserve as described below, in accordance with Section 11.18 ("Application of proceeds following an Event of Default and enforcement of the General Security Deed").

The Manager will maintain a record of the Extraordinary Expense Reserve which will record on the Closing Date and each Payment Date:

(a) as credits to the balance of the Extraordinary Expense Reserve, all amounts paid by AFGS on the Closing Date (as described above) and all amounts allocated to the Extraordinary Expense

Reserve by the Issuer on a Payment Date under Section 11.12(q) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") and all interest credited to the Extraordinary Expense Reserve; and

(b) as debits to the balance of the Extraordinary Expense Reserve, any amount applied from the Extraordinary Expense Reserve on a Payment Date as described in the following paragraphs.

If, on any Determination Date, the Manager determines that there is a Series Expense which has been incurred during the relevant Collection Period other than in the ordinary course of business of the Series, then the Manager must direct the Issuer to (and on such direction the Issuer must) withdraw an amount from the Extraordinary Expense Reserve equal to the lesser of:

(a) the aggregate amount of those Series Expenses during the Collection Period; and

(b) the Extraordinary Expense Reserve Balance on that day,

and apply that amount towards Total Available Income for that Collection Period ("**Extraordinary Expense Reserve Draw**").

Amounts standing to the credit of the Extraordinary Expense Reserve Balance will only be applied by the Issuer at the direction of the Manager as follows:

(a) on a Payment Date for the purpose of making an Extraordinary Expense Reserve Draw;(b) on a Payment Date to pay interest to the Extraordinary Expense Lender; and

(c) at any time after all Notes have been redeemed in full, to the Extraordinary Expense Lender in repayment to AFGS of the Extraordinary Expense Loan and any unpaid interest on the Extraordinary Expense Loan.

Following an Event of Default and enforcement of the General Security Deed, the Extraordinary Expense Reserve Balance will first be applied in repayment to AFGS of the Extraordinary Expense Loan and any unpaid interest on the Extraordinary Expense Loan, with any excess available to be applied in accordance with Section 11.18 ("Application of proceeds following an Event of Default and enforcement of the General Security Deed").

11.11 Determination of Total Available Income

On each Determination Date, the Manager will determine the Total Available Income to be distributed on the immediately following Payment Date (as described in Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") below).

The "**Total Available Income**", in respect of a Determination Date, will be equal to the aggregate of the following:

(a) the Available Income for that Determination Date; plus

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

(c) any Liquidity Draw for that Determination Date;

(d) any Extraordinary Expense Reserve Draw for that Determination Date.

11.12 Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)

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

(a) first, $1.00 to the Residual Income Unitholder;

(b) next, in payment of any Accrual Adjustment;

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

(d) next, pari passu and rateably:

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

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

(iii) the Standby Servicer's fee payable on that Payment Date (to the extent it does not form part of the Issuer's fee);

(e) next, pari passu and rateably:

(i) the Series Expenses incurred during the immediately preceding Collection Period and which remain unreimbursed at that Payment Date;

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

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

(f) next, pari passu and rateably:

(i) towards payment of amounts due to a Counterparty under any Derivative Contract, excluding:

(A) any break costs in respect of the termination of a Derivative Contract to the extent that the Counterparty is the Defaulting Party or sole Affected Party (other than in relation to a Termination Event due to section 5(b)(i) ("Illegality"), section 5(b)(ii) ("Force Majeure Event") or section 5(b)(iii) ("Tax Event") of the Derivative Contract); and

(B) any break costs in respect of the termination of a Derivative Contract, except to the extent the Issuer has received the applicable Prepayment Costs from the relevant Debtors during the Collection Period; and

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

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

(h) next, pari passu and rateably;

(i) 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; and

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

(i) next, pari passu and rateably, 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;

(j) next, pari passu and rateably, 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;

(k) next pari passu and rateably, 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;

(l) next, pari passu and rateably, 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;

(m) next, pari passu and rateably, 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;

(n) next, towards Total Available Principal in payment of any Principal Draw outstanding from any previous Payment Date;

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

(p) 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);

(q) next, as an allocation to the Extraordinary Expense Reserve until the Extraordinary Expense Reserve Balance is equal to the Extraordinary Expense Reserve Required Amount;

(r) next, pari passu and rateably:

(i) towards payment of any break costs due to a Counterparty under a Derivative Contract in respect of the termination of a Derivative Contract to the extent not paid under Section 11.12(f)(i);

(ii) towards payment to the Liquidity Facility Provider of any other amounts payable on or prior to that Payment Date under the Liquidity Facility Agreement to the extent not paid under Section 11.12(f)(ii) and Section 11.12(g); and

(iii) towards payment to each Dealer of certain indemnity amounts payable by the Issuer under the Dealer Agreement;

(s) next, pari passu and rateably 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 any previous Interest Periods;

(t) next, if a Threshold Rate Subsidy is determined for that Payment Date, then towards the amount of that Threshold Rate Subsidy which has not been paid by the Manager in accordance with Section 5.6 (“Setting the Threshold Rate”) with such amount to be retained in the Collection Account;

(u) next, to retain in the Tax Account an amount equal to the Tax Shortfall (if any) in respect of that Payment Date;

(v) next, to retain in the Tax Account an amount equal to the Tax Amount (if any) in respect of that Payment Date;

(w) next, to apply the Amortisation Amount (if any) in respect of that Payment Date towards Total Available Principal; and

(x) next, to the Residual Income Unitholder by way of distribution of the remaining income of the Trust.

11.13 Calculation of Amortisation Amount

On each Determination Date, the Manager will determine the Amortisation Amount in respect of the immediately following Payment Date. The "**Amortisation Amount**" in respect of a Payment Date will be:

(a) for each Payment Date on or prior to the first Call Option Date, zero;

(b) for each Payment Date after the first Call Option Date, the greater of:

(i) zero; and

(ii) an amount equal to:

(A) the Total Available Income remaining on that Payment Date after allocation in accordance with Sections 11.12(a) to 11.12(v) inclusive ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") ("**Remaining Total Available Income**"); less

(B) an amount determined by the Manager (by applying the corporate tax rate applicable to the Residual Income Unitholder to the relevant amount) necessary for the Residual Income Unitholder to meet the income tax liability that it is likely to incur in connection with the amount it would have received on that Payment Date under Section 11.12(x) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") had all of the Remaining Total Available Income been distributed to the Residual Income Unitholder under that Section on that Payment Date.

11.14 Calculation of Losses and Charge-Offs

On each Determination Date, the Manager must:

(a) determine if any Loss has been incurred in respect of any Series Receivable during the preceding Collection Period and if so, the aggregate amount of any such Losses; and

(b) determine if there will be insufficient Total Available Income available to be applied under Section 11.12(o) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") to meet in full the aggregate of Losses in respect of the preceding Collection Period calculated under paragraph (a) (any such shortfall being the "**Charge-Off**").

11.15 Allocation of Charge-Offs

If, on any Determination Date, the Manager determines that there is a Charge-Off, the Manager must, on and with effect from the following Payment Date, allocate the Charge-Off in the following order of priority:

(a) first, to reduce the balance standing to the credit of the Amortisation Ledger until the balance reaches zero;

(b) next, pari passu and rateably, to reduce the Stated Amount of the Class F Notes until the Stated Amount of the Class F Notes reaches zero;

(c) next, pari passu and rateably, to reduce the Stated Amount of the Class E Notes until the Stated Amount of the Class E Notes reaches zero;

(d) next, pari passu and rateably, to reduce the Stated Amount of the Class D Notes until the Stated Amount of the Class D Notes reaches zero;

(e) next, pari passu and rateably, to reduce the Stated Amount of the Class C Notes until the Stated Amount of the Class C Notes reaches zero;

(f) next, pari passu and rateably, to reduce the Stated Amount of the Class B Notes until the Stated Amount of the Class B Notes reaches zero;

(g) next, pari passu and rateably, to reduce the Stated Amount of the Class A2 Notes until the Stated Amount of the Class A2 Notes reaches zero; and

(h) next, pari passu and rateably:

(i) to reduce the Stated Amount of the Class A1 Notes until the Stated Amount of the Class A1 Notes reaches zero; and

(ii) to reduce the Stated Amount of the Redraw Notes until the Stated Amount of the Redraw Notes reaches zero.

11.16 Re-instatement of Carryover Charge-Offs

To the extent that on any Payment Date amounts are available for allocation under Section 11.12(p) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), then an amount equal to these amounts shall be applied on the next Payment Date to reinstate respectively:

(a) first, pari passu and rateably:

(i) the Stated Amount of the Class A1 Notes until it reaches the Invested Amount of the Class A1 Notes; and

(ii) the Stated Amount of the Redraw Notes until it reaches the Invested Amount of the Redraw Notes;

(b) next, pari passu and rateably, the Stated Amount of the Class A2 Notes until it reaches the Invested Amount of the Class A2 Notes;

(c) next, pari passu and rateably, the Stated Amount of the Class B Notes until it reaches the Invested Amount of the Class B Notes;

(d) next, pari passu and rateably, the Stated Amount of the Class C Notes until it reaches the Invested Amount of the Class C Notes;

(e) next, pari passu and rateably, the Stated Amount of the Class D Notes until it reaches the Invested Amount of the Class D Notes;

(f) next, pari passu and rateably, the Stated Amount of the Class E Notes until it reaches the Invested Amount of the Class E Notes; and

(g) next, pari passu and rateably, the Stated Amount of the Class F Notes until it reaches the Invested Amount of the Class F Notes.

11.17 Amortisation Ledger

The Manager must maintain a financial record (the "**Amortisation Ledger**") which will record on each Payment Date:

(a) as credits to the Amortisation Ledger, the amounts applied in accordance with Section 11.12(w) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)") on that Payment Date; and

(b) as debits to the Amortisation Ledger, the amount allocated in accordance with Section 11.15(a) ("Allocation of Charge-Offs") on that Payment Date.

11.18 Application of proceeds following an Event of Default and enforcement of the General Security Deed

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

(a) first, to any person with a prior ranking claim (of which the Security Trustee has knowledge) over the Collateral to the extent of that claim;

(b) 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;

(c) next, to the Security Trustee for its Costs and other amounts (including all Secured Moneys) due to it for its own account in connection with its role as security trustee in relation to the Series;

(d) next, to pay pari passu and rateably:

(i) the Issuer for its Costs and other amounts (including all Secured Moneys) due to it for its own account in connection with its role as trustee of the Trust which are referrable to the Series and in respect of which it is indemnified out of the Series Assets of the Series (other than those set out in paragraphs (e) to (o) below); and

(ii) all Secured Moneys owing to the Standby Servicer;

(e) next, to pay pari passu and rateably:

(i) all Secured Moneys owing to each Counterparty (excluding any break costs in respect of the termination of a Derivative Contract to the extent that the Counterparty is the Defaulting Party or sole Affected Party (other than in relation to a Termination Event due to section 5(b)(i) ("Illegality"), section 5(b)(ii) ("Force Majeure Event") or section 5(b)(iii) ("Tax Event") of the Derivative Contract)); and

(ii) all Secured Moneys owing to the Liquidity Facility Provider;

(f) next, to pay pari passu and rateably:

(i) all Secured Moneys owing to the Manager; and

(ii) all Secured Moneys owing to the Servicer;

(g) next, to pay pari passu and rateably all Secured Moneys owing to the Class A1 Noteholders and the Redraw Noteholders. This will be applied:

(i) first, pari passu and rateably:

(A) towards payment of all Interest on the Class A1 Notes; and

(B) towards payment of all Interest on the Redraw Notes; and

(ii) next, pari passu and rateably:

(A) towards repayment of the Class A1 Notes until the Invested Amount of the Class A1 Notes has been reduced to zero; and

(B) towards repayment of the Redraw Notes until the Invested Amount of the Redraw Notes has been reduced to zero;

(h) next, to pay pari passu and rateably all Secured Moneys owing to the Class A2 Noteholders. This will be applied:

(i) first, pari passu and rateably towards payment of all Interest on the Class A2 Notes; and

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

(i) next, to pay pari passu and rateably all Secured Moneys owing to the Class B Noteholders. This will be applied:

(i) first, pari passu and rateably towards payment of all Interest on the Class B Notes; and

(ii) next, pari passu and rateably towards repayment of the Class B Notes until the Invested Amount of the Class B Notes has been reduced to zero;

(j) next, to pay pari passu and rateably all Secured Moneys owing to the Class C Noteholders. This will be applied:

(i) first, pari passu and rateably towards payment of all Interest on the Class C Notes; and

(ii) next, pari passu and rateably towards repayment of the Class C Notes until the Invested Amount of the Class C Notes has been reduced to zero;

(k) next, to pay pari passu and rateably all Secured Moneys owing to the Class D Noteholders. This will be applied:

(i) first, pari passu and rateably towards payment of all Interest on the Class D Notes; and

(ii) next, pari passu and rateably towards repayment of the Class D Notes until the Invested Amount of the Class D Notes has been reduced to zero;

(l) next, to pay pari passu and rateably all Secured Moneys owing to the Class E Noteholders. This will be applied:

(i) first, pari passu and rateably towards payment of all Interest on the Class E Notes; and

(ii) next, pari passu and rateably towards repayment of the Class E Notes until the Invested Amount of the Class E Notes has been reduced to zero;

(m) next, to pay pari passu and rateably all Secured Moneys owing to the Class F Noteholders. This will be applied:

(i) first, pari passu and rateably towards payment of all Interest on the Class F Notes; and

(ii) next, pari passu and rateably towards repayment of the Class F Notes until the Invested Amount of the Class F Notes has been reduced to zero;

(n) next, towards payment of all other Secured Moneys owing to a Counterparty under a Derivative Contract (to the extent not paid under Section 11.18(e)(i));

(o) 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

(p) next, to pay any surplus to the Issuer to be distributed in accordance with the terms of the Master Trust Deed.

11.19 Collateral Support

The proceeds of any Collateral Support will not be treated as Collateral available for distribution in accordance with 11.18 (“Application of proceeds following an Event of Default and enforcement of the General Security Deed”).

Following an Event of Default and enforcement of the General Security Deed, any such Collateral Support must:

(a) in the case of Collateral Support under a Derivative Contract, subject to the operation of any netting provisions in the relevant Derivative Contract, be returned to the relevant Counterparty except to the extent that the relevant Derivative Contract requires it to be applied to satisfy any obligation owed to the Issuer in connection with such Derivative Contract; and

(b) in the case of Collateral Support under the Liquidity Facility Agreement, be returned to the Liquidity Facility Provider.

11.20 Call Option

At least 10 days before any Call Option Date the Issuer may (at the direction of the Manager) notify the Registrar and the Noteholders that it proposes to redeem all (but not some only) of the Notes at their Redemption Amount ("**Call Option**"). In connection with the exercise of the Call Option, the Manager may direct the Issuer to sell its right, title and interest in Series Receivables for an amount sufficient (together with any Collections held by the Issuer on the proposed redemption date) to redeem all outstanding Notes in full and pay all other Secured Creditors in full.

If the Call Option is exercised and the Series Receivables are sold, the Issuer must apply the proceeds received by it in accordance with the Cashflow Allocation Methodology on the relevant Call Option Date on which the Notes are to be redeemed.

11.21 Tax Account

In respect of any period during which the Trust is a member of a Consolidated Group, the Manager must, if the Manager determines that there will be a Tax Amount payable in the future by the Issuer in respect of the Trust, direct the Issuer in writing to open the Tax Account.

If the Tax Account has been opened, on each Determination Date the Manager must direct the Issuer in writing to set aside into the Tax Account on the immediately following Payment Date the required Tax Amount and Tax Shortfall, as determined by the Manager, from Total Available Income in accordance with Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"). The Manager must direct the Issuer to apply the funds in the Tax Account in paying any Tax when due and payable by the Issuer in respect of the Trust.

The Issuer is entitled to be indemnified out of the Series Assets for any Tax liability it incurs that is not able to be satisfied from the Tax Account.

12 DESCRIPTION OF THE TRANSACTION DOCUMENTS

The following summary describes the material terms of the Transaction Documents. The summary does not purport to be complete and is subject to the provisions of the Transaction Documents. All of the Transaction Documents are governed by the laws of New South Wales, Australia.

12.1 Overview of the AFG Trusts programme

The AFG trusts securitisation programme was originally established in March 2007 and was then updated in October 2010 to include the current Master Trust Deed, Servicing Deed, Management Deed, Master Definitions Schedule and other related documents. The main purpose of the AFG trusts securitisation programme is to raise finance for the AFG mortgage lending business by issuing securitised debt instruments. Under the Master Trust Deed, an unlimited number of separate and distinct trusts, and separate and distinct series of assets and liabilities relating to those trusts, may be created.

The Master Trust Deed also provides for the creation of a 'security trust' in connection with the establishment of each note issuing trust and the appointment of the Security Trustee to hold on trust the benefit of the relevant security granted by the issuer trustee for the noteholders and other secured creditors in respect of the related note issuing trust.

The terms of each series created under the Master Trust Deed are primarily governed by the Master Trust Deed and by the issue supplement which relates to that particular series. Each series will also have the benefit of a separate security granted by the Issuer (as trustee of the relevant note issuing trust) in favour of the Security Trustee over the assets of that series.

Under the Issue Supplement for the Trust, no series may be created in relation to the Trust in addition to the Series. The following paragraphs of this Section 12 provide further detail about the structure of the AFG Trusts programme and the terms of the Transaction Documents as they relate to the Series.

12.2 General Features of the Trust

Constitution of the Trust

The Trust is a common law trust which, in accordance with the Master Trust Deed, was established under the laws of New South Wales on 29 September 2023, by the execution of the Notice of Creation of Trust.

The Issuer has been appointed as trustee of the Trust. The Issuer will issue Notes in its capacity as trustee of the Trust.

The Trust will terminate:

(a) on the earlier of:

  (i) the date which is 80 years after the date on which it was established; and

  (ii) termination of the Trust under the terms of the Trust or the Issue Supplement, statute or general law; or

(b) at any time after the Borrowings in respect of the Trust and any other creditors (including, without limitation, the Secured Creditors) of the Trust have been repaid in full and the Issuer has confirmed that it does not intend to incur any further Borrowings in respect of the Trust.

Capital

The beneficial interest in the Trust is represented by:

(a) ten Residual Capital Units; and

(b) one Residual Income Unit.

The initial holder of the Residual Capital Units is AFG Securities Pty Ltd.

The initial holder of the Residual Income Unit is AFG Securities Pty Ltd.

Purpose of the Trust

The Trust has been established for the sole purpose of issuing the Notes, acquiring Receivables and Related Securities and entering into the transactions contemplated by the Transaction Documents

As at the Closing Date, and prior to the issue of the Notes, the Trust has not commenced operations and the Trust will, following the Issue Date, undertake no activity other than that contemplated by the Transaction Documents.

Entitlement of holders of the Residual Capital Units and holders of the Residual Income Units

The beneficial interest of the Trust is vested in the holders of the Residual Capital Units and the Residual Income Units in accordance with the Master Trust Deed and the Transaction Documents.

Entitlement of Unitholders to payments

Until termination of the Trust, the Residual Capital Unitholder and the Residual Income Unitholder have no right to receive distributions except to the extent that funds are available for distribution to them in accordance with the cashflow allocation methodology set out in Section 11 ("Cashflow Allocation Methodology") and the Master Trust Deed.

On termination of the Trust:

(a) the Residual Income Unitholder has the right to receive repayment of any part of the issue price paid for each Residual Income Unit held by it (to the extent not previously repaid); and

(b) the Residual Capital Unitholder has the right to receive the remaining surplus assets of the Trust (if any) after the distributions to the Residual Income Unitholder described above,

in accordance with the Transaction Documents.

Transfer of Units

Each Residual Capital Unit and Residual Income Unit may be transferred in accordance with the Master Trust Deed.

Ranking of Units

The rights of any Unitholder of the Trust at all times rank after, and are subject to, the interests of the Secured Creditors of the Series.

Restricted rights

The Residual Capital Unitholder and the Residual Income Unitholder are not entitled to:

(a) interfere with the Series or any trust under the Transaction Documents or with any rights or powers of the Issuer, the Security Trustee or the Servicer or Manager under any Transaction Document;

(b) exercise a right, lodge a caveat or other notice or otherwise claim any interest in a Series Asset or the asset of any trust established under the Transaction Documents;

(c) require the transfer to it of any Series Asset or the asset of any trust established under the Transaction Documents;

(d) seek to terminate or wind up the Series or any trust established under the Transaction Documents; or

(e) seek to remove the Issuer, the Manager, the Servicer or the Security Trustee.

Creation of the Series

Under the Master Trust Deed, the assets of a trust can be allocated to separate "series", each established by the execution of an "issue supplement", a "notice of creation of security trust" and a "charge" for that series by the Issuer.

A series will comprise the assets allocated to it by the Issuer and liabilities incurred by the Issuer in respect of that series (including liabilities under the relevant notes) will be secured against those assets under the charge for the relevant series.

The Issuer must keep the assets of each trust and each series separate and must allocate to each trust and series those liabilities which, in the opinion of the Issuer, are properly referable to that trust or series.

The Series has been established under the Issue Supplement in accordance with this process.

The Issuer must:

(a) account for the Series Assets of the Series separately from the assets of any Other Series or Other Trust;

(b) account for the liabilities in respect of the Series separately from the other liabilities in respect of any Other Series or Other Trust; and

(c) ensure that all of the Series Assets and liabilities in respect of the Series are allocated in its records separately from the assets and liabilities in respect of any Other Series or Other Trust.

The Series will be the only series established in relation to the Trust. The sole business of the Issuer in relation to the Series will be as follows:

(a) acquiring the Series Assets;

(b) administering, collecting and otherwise dealing with Series Assets;

(c) issuing Notes of the Series;

(d) entering into, and exercising rights or complying with obligations under, the Transaction Documents of the Series to which it is a party and the transactions in connection with them; and

(e) any other activities in connection with the Series,

in accordance with the Transaction Documents (the "**Series Business**").

12.3 The role of the Issuer under the Master Trust Deed

Issuer to act as trustee

Under the Master Trust Deed, the Issuer is appointed, and has agreed to act, as trustee of the Trust with (and subject to) the powers and conditions contained in the Master Trust Deed and the other relevant Transaction Documents.

Obligations of the Issuer

Pursuant to the Transaction Documents, the Issuer undertakes (among other things) to:

(a) act as trustee of the Trust on the terms and conditions contained in the Master Trust Deed and the Transaction Documents for the Trust and the Series;

(b) carry on the Series Business for the Series in accordance with the Manager's directions (in accordance with the Transaction Documents);

(c) acquire or dispose of Assets at the direction of the Manager (in accordance with the Transaction Documents);

(d) borrow at the direction of the Manager (in accordance with the Transaction Documents);

(e) open, maintain and operate the Collection Account in accordance with the Transaction Documents;

(f) pay all Taxes (other than Taxes disputed by the Issuer in good faith) when due;

(g) not amend, vary or alter, or consent to any amendment, variation or alteration of the Master Trust Deed or any Transaction Document in respect of the Series other than in accordance with the provisions of the Master Trust Deed;

(h) not create or consent to any Encumbrance over the Series Assets except for a Permitted Encumbrance;

(i) not, except in the manner contemplated by the Transaction Documents, transfer or deal with the Series Assets or merge the Series Assets with any other assets of the Issuer;

(j) act honestly and in good faith in the performance of its duties and in the exercise of its discretions under the Master Trust Deed and under the Transaction Documents;

(k) exercise the degree of skill, care and diligence that the trustee of a securitisation trust would reasonably be expected to exercise;

(l) exercise such prudence as a prudent person of business would exercise in performing its express functions and in exercising its discretions under the Master Trust Deed and the other Transaction Documents; and

(m) pay the Secured Money (and each part of the Secured Money) in respect of the Series to the Secured Creditors entitled to receive it in accordance with the Transaction Documents.

Powers of the Issuer

The Issuer has all the powers of a natural person or corporation in connection with the exercise of its rights and compliance with its obligations in connection with the Trust and the Series.

Delegation by the Issuer

The Issuer may appoint a party as its delegate, attorney or agent to perform its functions under the Transaction Documents (including a power to sub-delegate), provided that the Issuer must not delegate to such third parties (other than a Related Entity of the Issuer) any material part of its powers, duties or obligations as Issuer.

Provided that:

(a) the Issuer appoints the agent or delegate in good faith and using due care; and

(b) the agent or delegate is not an officer, employee or Related Entity of the Issuer,

the Issuer will not be liable for the acts or omissions of any agent or delegate.

Issuer's voluntary retirement as trustee

The Issuer may retire as trustee of the Trust by giving 3 months written notice to the Manager. The retirement takes effect on the later to occur of:

(a) the retirement date specified in the notice; and

(b) the execution by a replacement trustee of a deed under which it agrees to be bound by the Transaction Documents in respect of the Trust as if it were originally a party to those Transaction Documents.

If the Issuer notifies the Manager of its retirement, the Manager may appoint another corporation as a replacement trustee. If the Manager fails to appoint another corporation within one month of the notice of retirement and the Security Trustee selects a corporation to be trustee of the Trust, the Issuer must appoint that corporation as trustee of the Issuer. The appointment of a corporation as replacement trustee is subject to Rating Notification being provided in respect of that appointment.

Issuer's mandatory retirement as trustee

The Issuer must immediately retire as trustee of the Trust if:

(a) the Issuer becomes Insolvent in its personal capacity; or

(b) the Issuer is in breach of a material obligation under the Transaction Documents for the Trust and, where such breach is remediable, the Issuer has not remedied such breach within 30 days of becoming aware of it; or

(c) required by law.

If the Issuer is required to retire as trustee, the Manager may appoint another corporation as a replacement trustee. If the Manager fails to appoint another corporation immediately and the Security Trustee selects a corporation to be trustee of the Trust, the Issuer must appoint that corporation as trustee of the Issuer. The appointment of a corporation as replacement trustee is subject to Rating Notification being provided in respect of that appointment.

Issuer's fee

The Issuer is entitled to a fee for performing its functions and duties in respect of the Trust and the Series in an amount and calculated in such manner as may be agreed between the Issuer and the 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.

Indemnity

Without prejudice to the right of indemnity given by law to trustees generally, the Issuer will be indemnified out of the Series Assets against all costs, expenses, loss and liabilities properly incurred by the Issuer in performing any of its duties or exercising any of its powers under the Transaction Documents to the extent that the cost, expense, loss or liability has been incurred by the Issuer in connection with the performance of its duties or the exercise of its powers in respect of the Series. However, this indemnity does not extend to liabilities arising from the Issuer's fraud, negligence or wilful default.

The costs above include all legal costs and disbursements charged at the usual commercial rates of the relevant legal services provider incurred by the Issuer in connection with court proceedings brought against it alleging negligence, fraud or wilful default on its part in respect of the Series. However, if there is a determination by the relevant court of negligence, fraud or wilful default by the Issuer, the Issuer must repay any amount paid to it in respect of those legal costs.

The Issuer is not entitled to have recourse to the Assets of another trust or series to satisfy any cost, expense, loss or liability in respect of the Series.

Limitation of Issuer's liability

The Issuer enters into the Transaction Documents only in its capacity as trustee of the Trust and in no other capacity.

Except to the extent stated in the following paragraphs:

(a) a liability or obligation arising under or in connection with any Transaction Document in respect of Series is limited to and can be enforced against the Issuer only to the extent to which it can be satisfied out of the Series Assets out of which the Issuer is actually indemnified for the liability; and

(b) this limitation of the Issuer's liability applies despite any other provision of any Transaction Document and extends to all liabilities and obligations of, undertaken or incurred by, or devolving on, the Issuer arising from, or in any way connected with, any conduct, omission, representation, warranty, agreement, transaction or other matter or thing under or related to any Transaction Document.

The parties (other than the Issuer) may not sue the Issuer in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver, a liquidator, an administrator or any similar person to the Issuer or prove in any liquidation, administration or arrangements of or affecting the Issuer.

The Issuer's limitation of liability set out above will not apply to any liability or obligation of the Issuer to the extent that it is not satisfied because under a Transaction Document or by operation of law there is a reduction in the extent of the Issuer's indemnification out of the Series Assets as a result of the Issuer's fraud, negligence or wilful default.

However:

(a) in no circumstances will the Issuer be personally liable for any indirect, incidental, consequential or special damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought (except to the extent that there is a determination by a relevant court of fraud by the Issuer); and

(b) in no event will the Issuer be personally liable for any failure or delay in the performance of its obligations under any Transaction Document because of circumstances beyond its control including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, embargo, labour dispute, any statute, ordinance, code or other law which restricts or prohibits the Issuer from performing its obligations under any Transaction Document, the inability to obtain or the failure of equipment or the interruption of communications or computer facilities to the extent, in each case, that these occurrences are beyond the control of the Issuer and any other causes beyond the Issuer's control.

The Relevant Parties are responsible under the Master Trust Deed and the other Transaction Documents for performing a variety of obligations relating to the Trust and the Series. No act or omission of the Issuer (including any related failure to satisfy its obligations or breach of representation or warranty under the Master Trust Deed or any other Transaction Document) will be considered fraud, negligence or wilful default of the Issuer to the extent to which the act or omission was caused or contributed to by any failure by any Relevant Party or any other person to fulfil its obligations relating to the Trust or by any other act or omission of any Relevant Party or any other person (including, without limitation, any failure by the Manager to give a direction to the Issuer) or any of its agents or contractors regardless of whether or not the act or omission is purported to be done on behalf of the Issuer.

No attorney, agent, receiver or receiver and manager or other person appointed in accordance with Master Trust Deed or any other Transaction Document has authority to act on behalf of the Issuer in a way which exposes the Issuer to any personal liability and no act or omission of such a person will be considered fraud, negligence or wilful default of the Issuer.

The Issuer is not obliged to do or refrain from doing anything under the Master Trust Deed or any other Transaction Document (including incur any liability) unless the Issuer's liability is limited in the same manner as set out in this section.

A reference to the "**fraud, negligence or wilful default**" of the Issuer means the fraud, negligence or wilful default of the Issuer and of its officers, employees, agents and any other person where the Issuer is liable for the acts or omissions of such other person under the terms of any Transaction Document.

A reference to the "**wilful default**" of the Issuer means any intentional failure to comply with or intentional breach by the Issuer of any of its obligations under any Transaction Document, other than a failure or breach which:

(a) arose as a result of a breach by a person other than the Issuer and the performance of the action (or the non-performance of which gave rise to such breach) is a precondition to the Issuer performing the relevant obligation;

(b) is in accordance with a lawful court order or direction required by law; and

(c) is in accordance with an instruction or directions given by the Manager or is in accordance with an instruction or direction given to it by any person in circumstances where that person is entitled to do so by any Transaction Document or at law.

Knowledge of the Issuer

The Issuer will not be taken to have notice or knowledge or to be aware of any fact or information unless:

(a) it receives notice of that fact or information from the Manager; or

(b) an officer of the Issuer having day to day responsibility for the administration or management of a Trust or the Issuer's obligations under the Transaction Documents, has actual notice or knowledge of or is aware of that fact or information.

No supervision

Except as expressly set out in the Transaction Documents of the Trust, the Issuer has no duty, either initially or on a continuing basis, to supervise or keep itself informed about the circumstances of the Servicer, the Manager or any other party to a Transaction Document or the performance of their respective obligations under any Transaction Document.

12.4 The role of the Security Trustee under the Master Trust Deed and the General Security Deed

The Security Trust was created pursuant to the Master Trust Deed on 29 September 2023 by the execution of the Notice of Creation of Security Trust.

P.T. Limited is appointed as Security Trustee on the terms set out in the Master Trust Deed. For more information regarding P.T. Limited see Section 10.2 ("Security Trustee").

The Master Trust Deed, as it relates to the Security Trust and the appointment of the Security Trustee, contains customary provisions for a document of this type that regulate the performance by the Security Trustee of its duties and obligations and the protections afforded to the Security Trustee in doing so.

General Security Deed

The Noteholders in respect of the Trust have the benefit of a security interest over the all the Series Assets of the Series under the General Security Deed. The Security Trustee holds this security interest on behalf of the Secured Creditors (including the Noteholders) pursuant to the Master Trust Deed and may enforce the General Security Deed upon the occurrence of an Event of Default (as defined below).

For so long as a Series Asset is a "revolving asset" for the purposes of the General Security Deed (which includes the Series Receivables and Related Securities) the Issuer may sell, transfer or otherwise dispose of that asset in the ordinary course of its ordinary business in accordance with the Transaction Documents. Following the occurrence of a "control event" (which includes the giving of notice by the Security Trustee to the Issuer following an Event of Default), a Series Asset will cease to a "revolving asset" and, accordingly, the Issuer may only deal with that asset as permitted under the Transaction Documents or with the consent of the Security Trustee.

To the extent that the Collateral includes property which is not "personal property" (as defined in the PPSA), the security interest will operate as a floating charge over revolving assets (and a fixed charge

over all other relevant Series Assets) but may be converted from a floating charge to a fixed charge with respect to any or all such assets in certain circumstances (including following an Event of Default).

Each of the Issuer, the Security Trustee, AFGS, the Servicer and the Manager have agreed to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Manager asks and reasonably considers necessary for the purposes of ensuring that the security interest created under the General Security Deed is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective, enabling the Security Trustee to apply for any registration, give any notification, or take any other step, in connection with the security interest so that the security interest has the highest ranking priority reasonably possible, or enabling the Security Trustee to exercise rights in connection with the security interest.

Events of Default

It is an "**Event of Default**" in respect of the Series if any of the following occur:

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

(b) the Issuer:

(i) does not comply with any other obligation relating to the Series under any Transaction Document where such non-compliance will have a Material Adverse Payment Effect; and

(ii) if, in the opinion of the Security Trustee, that non-compliance can be remedied, does not remedy the non-compliance within 20 Business Days after written notice (or such longer period as may be specified in the notice) from the Security Trustee requiring the failure to be remedied;

(c) the Issuer becomes Insolvent, and the Issuer is not replaced in accordance with the Master Trust Deed within 60 days (or such longer period as the Security Trustee, at the direction of an ordinary Resolution of the Voting Secured Creditors, may agree) of becoming Insolvent;

(d) either:

(i) the General Security Deed is or becomes wholly or partly void or voidable or is not, or ceases to be, valid and enforceable; or

(ii) any Encumbrance (other than a Permitted Encumbrance) is created or exists in respect of the Collateral for a period of more than 10 Business Days following the Issuer becoming aware of the creation or existence of such Encumbrance, where such event will have a Material Adverse Payment Effect;

(e) 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" for these purposes means claimed by the Issuer or anyone on its behalf);

(f) the Trust is found, or is conceded by the Issuer, not to have been constituted or to have been imperfectly constituted; or

(g) the Issuer is not entitled to fully exercise the right of indemnity conferred on it under the Master Trust Deed against the Series Assets to satisfy any liability to a Secured Creditor and the circumstances are not rectified to the reasonable satisfaction of the Security Trustee within 10 Business Days of the Security Trustee requiring the Issuer in writing to rectify them.

Waiver and authorisation of breaches by the Issuer

The Security Trustee may from time to time and at any time (but only if, and in so far as, in its opinion the rights of the Secured Creditors will not be materially prejudiced thereby and provided that Rating Notification has been provided) authorise or waive, on such terms and subject to such conditions (if any) as seem expedient to it, any breach or proposed breach of any of the undertakings or provisions contained in the Master Trust Deed or any other Transaction Document in respect of the Series. However, unless it has received a direction from the Voting Secured Creditors to do so, the Security Trustee must not determine that any Event of Default in respect of a Trust or Series, or event which with the giving of notice, lapse of time or fulfilment of any other condition would be likely to constitute an Event of Default in respect of a Trust or Series, shall not be treated as such.

Any such authorisation, waiver or determination is binding on the Secured Creditors and shall be notified by the Manager to the Secured Creditors. The Security Trustee must provide the Manager with notice of its intention to make or provide any such authorisation, waiver or determination under this Section and then not make or provide the authorisation, waiver or determination until such time as the Manager notifies the Security Trustee that Rating Notification has been provided.

Actions following Event of Default

If an Event of Default in respect of the Series is continuing, the Security Trustee may (or, if directed to do so by an Extraordinary Resolution of the Voting Secured Creditors, the Security Trustee must) do one or more of the following in addition to anything else the law allows the Security Trustee to do as a secured party:

(a) sue the Issuer for the Secured Money; and

(b) appoint one or more Receivers to all or any part of the Collateral or its income; and

(c) do anything that a Receiver could do under the General Security Deed.

The Security Trustee is not bound to take any proceedings after the occurrence of an Event of Default in respect of the Series unless it has been directed to do so by an Extraordinary Resolution of the Secured Creditors of the relevant Trust or Series passed at a meeting of Voting Secured Creditors convened by the Security Trustee under the Master Trust Deed. However, if, in the opinion of the Security Trustee, the delay required to obtain instructions from the Secured Creditors would be materially prejudicial to the interests of those Secured Creditors, the Security Trustee may (but is not obliged to) do the things referred to above without instructions from them.

Call meeting on the occurrence of an Event of Default

If the Security Trustee becomes aware that an Event of Default is continuing and the Security Trustee does not waive the Event of Default, the Security Trustee agrees to do the following as soon as possible and in any event within 5 Business Days of the Security Trustee becoming aware of the Event of Default:

(a) notify all Secured Creditors that the security interest granted under the General Security Deed has taken effect as a fixed charge (to the extent applicable);

(b) provide to those Secured Creditors full details of:

  (i) the Event of Default as advised by the Issuer to the Security Trustee or otherwise known to the Security Trustee; and

  (ii) the actions and procedures which the Issuer has notified the Security Trustee are being taken or will be taken by the Issuer to remedy the relevant Event of Default; and

(c) do all such things as are necessary or appropriate to promptly convene a meeting of the Voting Secured Creditors (for the purpose of seeking directions by way of Extraordinary Resolution).

Voting Secured Creditors

The Voting Secured Creditors will be the only Secured Creditors entitled to:

(a) vote in respect of a Resolution of Secured Creditors (including an Extraordinary Resolution, but excluding any Special Quorum Resolution) of the Series except in relation to any matter requiring a Special Quorum Resolution; or

(b) otherwise direct or give instructions or approvals to the Security Trustee in accordance with the Transaction Documents.

If at any time there is a conflict between a duty the Security Trustee owes to a Secured Creditor, or class of Secured Creditor, of the Series and a duty the Security Trustee owes to another Secured Creditor, or class of Secured Creditor, of the Series, the Security Trustee must give priority to the duties owing to the Voting Secured Creditors.

Special Quorum Resolutions

Certain matters require the passing of a Special Quorum Resolution of Secured Creditors. These include (among other matters) any resolution for the purpose of making any modification of the provisions contained in the Transaction Documents which:

(a) postpones the date of maturity or redemption of any of the Notes or any date for payment of interest on the Notes; or

(b) reduces or cancels the principal amount of the Notes or the rate of interest payable on them; or

(c) varies the currency of account or currency in which any payment in respect of the relevant Notes is to be made; or

(d) modifies the provisions contained in the Master Trust Deed concerning the quorum required at any meeting of Secured Creditors or any adjournment of a meeting or concerning the majority required to pass an Extraordinary Resolution.

A Special Quorum Resolution of Secured Creditors which in accordance with its terms:

(a) only affects a particular class of Secured Creditors; or

(b) affects a particular class of Secured Creditors in a manner differently to the rights of all the Secured Creditors of that Series generally,

will only be taken to be passed if it is also passed by a Special Quorum Resolution of that class of Secured Creditors.

Application of proceeds following an Event of Default

Following the occurrence of an Event of Default and enforcement of the General Security Deed, the Security Trustee must apply all moneys received by it in respect of the Collateral in the order described in Section 11.18 (“Application of proceeds following an Event of Default and enforcement of the General Security Deed”).

No proceedings by Secured Creditors directly

No Secured Creditor is entitled to proceed to recover any amounts of Secured Money directly against the Issuer unless the Security Trustee, having become bound to proceed as described in the above paragraphs fails to commence recovery within 10 Business Days.

Security Trustee’s limitation of liability

Except to the extent stated in the following paragraphs:

(a) a liability or obligation arising under or in connection with any Transaction Document in respect of Series is limited to and can be enforced against the Security Trustee only to the extent to which it can be satisfied out of the Security Trust Fund out of which the Security Trustee is actually indemnified for the liability; and

(b) this limitation of the Security Trustee's liability applies despite any other provision of any Transaction Document and extends to all liabilities and obligations of, undertaken or incurred by, or devolving on, the Security Trustee arising from, or in any way connected with, any conduct, omission, representation, warranty, agreement, transaction or other matter or thing under or related to any Transaction Document.

The parties (other than the Security Trustee) may not sue the Security Trustee in any capacity other than as trustee of the Security Trust, including seeking the appointment of a receiver, a liquidator, an administrator or any similar person to the Security Trustee or prove in any liquidation, administration or arrangements of or affecting the Security Trustee.

This limitation of the Security Trustee's liability will not apply to any liability or obligation of the Security Trustee to the extent that it is not satisfied because under any Transaction Document or by operation of law there is a reduction in the extent of the Security Trustee's indemnification out of the Security Trust Fund, as a result of the Security Trustee's fraud, negligence or wilful default.

However:

(a) in no circumstances will the Security Trustee be personally liable for any indirect, incidental, consequential or special damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought (except to the extent that there is a determination by a relevant court of fraud by the Security Trustee); and

(b) in no event will the Security Trustee be personally liable for any failure or delay in the performance of its obligations under any Transaction Document because of circumstances beyond its control including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, embargo, labour dispute, any statute, ordinance, code or other law which restricts or prohibits the Security Trustee from performing its obligations under any Transaction Document, the inability to obtain or the failure of equipment or the interruption of communications or computer facilities to the extent, in each case, that these occurrences are beyond the control of the Issuer and any other causes beyond the Security Trustee's control.

The Relevant Parties are responsible under the Master Trust Deed and the other Transaction Documents for performing a variety of obligations relating to the Trust and the Series. No act or omission of the Security Trustee (including any related failure to satisfy its obligations or breach of representation or warranty under the Master Trust Deed or any other Transaction Document) will be considered fraud, negligence or wilful default of the Security Trustee to the extent to which the act or omission was caused or contributed to by any failure by any Relevant Party or any other person to fulfil its obligations relating to the Security Trust or by any other act or omission of any Relevant Party or any other person (including, without limitation, any failure by the Manager to give a direction to the Security Trustee) or any of its agents or contractors regardless of whether or not the act or omission is purported to be done on behalf of the Security Trustee.

No attorney, agent, receiver or receiver and manager or other person appointed in accordance with Master Trust Deed or any other Transaction Document has authority to act on behalf of the Security Trustee in a way which exposes the Security Trustee to any personal liability and no act or omission of such a person will be considered fraud, negligence or wilful default of the Security Trustee.

The Security Trustee is not obliged to do or refrain from doing anything under the Master Trust Deed or any other Transaction Document (including incur any liability) unless the Issuer's liability is limited in the same manner as set out in this section.

A reference to the "**fraud, negligence or wilful default**" of the Security Trustee means the fraud, negligence or wilful default of the Security Trustee and of its officers, employees, agents and any other

person where the Security Trustee is liable for the acts or omissions of such other person under the terms of any Transaction Document.

A reference to the "**wilful default**" of the Security Trustee means any intentional failure to comply with or intentional breach by the Issuer of any of its obligations under any Transaction Document, other than a failure or breach which:

(a) arose as a result of a breach by a person other than the Security Trustee and the performance of the action (or the non-performance of which gave rise to such breach) is a precondition to the Issuer performing the relevant obligation;

(b) is in accordance with a lawful court order or direction required by law; and

(c) is in accordance with an instruction or directions given by the Manager or is in accordance with an instruction or direction given to it by any person in circumstances where that person is entitled to do so by any Transaction Document or at law.

Knowledge of the Security Trustee

The Security Trustee will not be taken to have notice or knowledge or to be aware of any fact or information unless:

(a) it receives notice of that fact or information from the Manager; or

(b) an officer of the Security Trustee having day to day responsibility for the administration or management of a Security Trust or the Security Trustee's obligations under the Transaction Documents, has actual notice or knowledge of or is aware of that fact or information.

Limitation on Security Trustee's responsibility

The Security Trustee is not to:

(a) be bound or concerned to examine or enquire into, nor be liable for any defect or failure in the title of the Issuer to any Collateral;

(b) be under any liability whatsoever for acting in accordance with any direction obtained from Secured Creditors at a meeting convened in accordance with the Master Trust Deed; or

(c) be under any liability whatsoever for a failure to take any action in respect of any breach by the Issuer of its duties as trustee of the Trust of which the Security Trustee is not actually aware or in respect of any Event of Default of which the Security Trustee is not actually aware,

except to the extent that any such matter or liability is caused by the fraud, negligence or wilful default of the Security Trustee.

Security Trustee's fees

The Issuer, under the Master Trust Deed, has agreed to pay to the Security Trustee from time to time a fee (on terms agreed between the Issuer, the Manager and the Security Trustee from time to time) in respect of the Trust. Any increase to that fee must not be agreed unless a Rating Notification has been provided in respect of the increase.

Voluntary retirement of Security Trustee

Subject to compliance with the relevant statutory requirements for the time being, the Security Trustee may retire at any time in respect of the Security Trust upon the expiration of not less than 90 days' notice (or such other period as the Issuer may agree) in writing to the Issuer.

Mandatory retirement of Security Trustee

The Security Trustee must retire as security trustee if:

(a) the Security Trustee becomes Insolvent in its personal capacity; or

(b) the Security Trustee is in breach of a material obligation under the Transaction Documents and, where such breach is remediable, the Security Trustee has not remedied such breach within 30 days of becoming aware of it; or

(c) required by law; or

(d) the Issuer, upon 90 days prior written notice, requests the Security Trustee to retire as security trustee, provided that:

(i) no Event of Default is subsisting at that time in respect of any trust or series; and

(ii) the Manager has issued a Rating Notification in respect of the Security Trustee's retirement; or

(e) the Security Trustee ceases to carry on business in all respects or as a professional trustee; or

(f) there is a change in Control of the Security Trustee, which leads to an Adverse Rating Effect.

Security Trustee to continue to act until replacement takes effect

If the Security Trustee retires as described in the preceding paragraphs, the Security Trustee must continue to act as the security trustee in respect of the Security Trust (as the case may be) until:

(a) a replacement security trustee nominated by the Manager and consenting to the appointment, has been appointed as security trustee of each relevant Security Trust (provided that if the Manager has not nominated a replacement security trustee within 60 days of the date of resignation of the Security Trustee, the Security Trustee may nominate any such replacement security trustee); and

(b) the Security Trustee has procured the execution by the replacement security trustee of a deed whereby the replacement security trustee covenants to perform the duties and undertakes to meet the obligations of the Security Trustee under the Master Trust Deed, the Security Trust and each Transaction Document to which the Security Trustee is a party with respect to the Security Trust; and

(c) the Security Trustee has assigned or transferred all of its rights under the Transaction Documents (to which it is a party) to the replacement security trustee.

12.5 The Management Deed

Appointment of the Manager

Under the Management Deed, the Issuer appoints the Manager to act as manager in respect of the Trust and the Series to carry on the day to day administration, supervision and management of the Series Business in accordance with the Management Deed and the Transaction Documents.

Obligations of the Manager

Under the Management Deed, the Manager must (among other things) make recommendations to the Issuer in relation to:

(a) documentation to be entered into by the Issuer in respect of the Series;

(b) the Reallocation of Receivables in respect of the Series;

(c) the issue of Notes in respect of the Series; and

(d) the exercise of rights and the performance of obligations by the Issuer under the Transaction Documents in respect of the Series.

The Management Deed contains various provisions relating to the Manager's exercise of its powers and duties under the Management Deed, including provisions entitling the Manager to act on expert advice.

Delegation by the Manager

The Manager may delegate its duties and obligations under the Management Deed to any solicitor or similar person. The Manager will not be liable for the acts or omissions of any such delegate provided that the Manager appoints the delegate in good faith and using due care and that the delegate is not an officer, employee or Related Entity of the Manager.

In addition, the Manager may otherwise appoint any person as its agent or attorney provided the Manager may not delegate a material part of its powers, authorities and discretions. The Manager will remain liable for the acts or omissions of any such agent or attorney. The Manager has appointed Perpetual Nominees Limited (ABN 37 000 733 700) pursuant to these powers to provide certain cashflow calculations and reporting services in relation to the Series. The Manager has agreed that it will at all times remain liable for the acts or omissions of Perpetual Nominees Limited in connection with the Series and for the payment of all fees, costs, indemnities and other amounts payable to Perpetual Nominees Limited in connection with the Series (and, for avoidance of doubt, such fees, costs, indemnities and other amounts are not Series Expenses).

Manager's limitation of liability

Without limiting the Manager's liability for delegates and agents as described above, neither the Manager nor any delegate of the Manager will be liable:

(a) for any loss, costs, liabilities or expenses arising out of the exercise or non-exercise of its discretion or for any other act or omission on its part as Manager, except to the extent that the exercise or non-exercise of its discretion or the Manager's or the delegate's own act or omission is fraudulent, grossly negligent or in breach of duty or contract;

(b) for any loss, costs, liabilities or expenses arising out of the act or omission, or exercise or non-exercise of a discretion of the Issuer, the Originator or the Servicer except to the extent that it is caused by the Manager's or the delegate's own fraud, gross negligence or breach of duty or contract; or

(c) for any loss, costs, liabilities or expenses caused by its failure to check any information, document, form or list supplied or purported to be supplied to it by the Issuer, an Originator or the Servicer except to the extent that the loss is caused by the Manager's or the delegate's own fraud, gross negligence or breach of duty or contract.

In addition, the Manager will not be liable:

(a) in connection with anything done by it in good faith in reliance upon any document, form or list except when it has reason to believe that the document, form or list is not genuine;

(b) if it fails to do anything because it is prevented or hindered from doing it by law or order;

(c) to anyone for payments (except when made negligently or made contrary to the provisions of the Transactions Documents) made by it in good faith to a fiscal authority in connection with Taxes or other charges in respect of the Trust or the Series Business, even if the payment need not have been made;

(d) subject to the Corporations Act, if a person (other than a company under its control) fails to carry out an agreement with the Issuer in respect of the Trust or the Series or the Manager in connection with the Trust or the Series (except when the failure is due to its own neglect, fraud or default);

(e) to anyone because of any error of law or any matter done or omitted to be done by it in good faith in the event of the liquidation or dissolution of a company (other than a company under its control and except where the liability arises due to its own neglect, fraud or default);

(f) for any act, omission or default of the Originator or the Servicer;

(g) because any person other than the Manager does not comply with its obligations under the Transaction Documents; or

(h) because any statement, representation or warranty of any person other than the Manager in a Transaction Document is incorrect or misleading.

Manager's voluntary retirement

The Manager may retire as the manager of the Series upon giving to the Issuer 3 months' notice in writing, or such lesser time as the Manager and the Issuer agree, provided that the Manager may not retire unless:

(a) it has appointed a replacement manager which is acceptable to the Issuer;

(b) the Manager has issued a Rating Notification in respect of its retirement; and

(c) the replacement manager executes a deed under which it agrees to act as Manager in respect of the Series on, substantially, the same terms and for a fee determined on a market basis.

Removal of the Manager

Upon the occurrence of a Manager Termination Event, the Issuer may terminate the appointment of the Manager as manager in respect of the Series by giving notice to the Manager. The Manager must comply with the terms of any such notice.

It is a "**Manager Termination Event**" in respect of the Series if:

(a) the Manager commits a breach of any material obligation of a Transaction Document of the Series (other than a provision to which paragraph (c) below applies) (as determined in the reasonable opinion of the Issuer) and in the case of a breach that is capable of remedy, such breach is not remedied to the satisfaction of the Issuer (the Issuer may conclusively rely on the opinion or advice of any legal or other advisers of the Issuer or the Issuer in this regard) within 30 days of notice of such breach by the Issuer to the Manager;

(b) any representation or warranty by the Manager in or in connection with the execution, delivery or performance of a Transaction Document is untrue or incorrect in any material respect and either:

(i) such inaccuracy is not remedied to the satisfaction of the Issuer (the Issuer may conclusively rely on the opinion or advice of any legal or other advisers of the Issuer or the Issuer in this regard) within 30 days of notice of such inaccuracy by the Issuer to the Manager; or

(ii) the Manager has not paid an amount to the Issuer representing the loss suffered by the Issuer as a result of that inaccuracy (being an amount agreed between the Manager and the Issuer or, failing agreement, by the Issuer's auditors) within 30 days of notice of such inaccuracy by the Issuer to the Manager;

(c) the Manager becomes Insolvent;

(d) the Manager ceases to carry on a financial services business; or

(e) the Manager fails to prepare and transmit to the Issuer any information necessary to enable the Issuer to make payments in relation to the Series by the date set out in the Transaction Documents and such failure is not remedied within 3 Business Days (or such longer period as the Issuer may agree) of notice being given by the Issuer to the Manager and as a result there is a failure to pay any amount due by the Issuer to any person in full on the date due.

Appointment of a replacement Manager

Upon service of the notice of termination by the Issuer following a Manager, the Issuer is required as soon as practicable procure the appointment of a replacement manager.

If the Manager is removed or gives notice of its retirement and no replacement manager has been appointed by the end of the applicable notice period, the Issuer must either:

(a) subject to any approval required by law and on receipt of confirmation from each Rating Agency that no Adverse Effect would be caused, act as Manager (or appoint an agent to do so) until the appointment of a replacement manager is complete; or

(b) call a meeting of Noteholders to give directions to the Issuer in connection with the appointment of any replacement manager.

If the Issuer acts as manager, the Issuer will not be responsible for, and will not be liable for, any inability to perform or deficiency in performing, its duties and obligations as manager if it is unable to perform those duties and obligations due to the state of affairs of the previous Manager, and its books and records or if it is unable (after using reasonable endeavours) to obtain information and documents or obtain access to software or resources which it requires and which are reasonably necessary for it to perform those duties and obligations.

Costs of retirement or removal

The outgoing Manager must reimburse the Issuer for all reasonable costs and expenses incurred by the Issuer in connection with the termination or retirement of the Manager as described above.

Manager's fees and expenses

The Issuer must pay such fees to the Manager in respect of the Series on such terms as are agreed between the Issuer and the 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.

The reasonable and proper fees, disbursements and expenses, duties and outgoings payable in relation to any person from whom the Manager obtains an opinion, advice or information under the Management Deed in relation to the Series are to be paid by the Issuer from the Series Assets.

12.6 The Servicing Deed

Appointment of the Servicer

Under the Servicing Deed, the Issuer appoints the Servicer to service, manage and administer the Series Receivables.

Obligations of the Servicer

The Servicing Deed requires the Servicer to manage the Series Receivables using all proper care, skill and diligence, and all its experience and expertise in the management of Receivables, in accordance with Servicing Deed, the Servicing Procedures, the requirements of any relevant Insurance Policy and the written instructions of the Issuer, the Manager or the relevant Insurer.

In addition, the Servicer is required (among other things) to:

(a) maintain the Title Documents for the Series Assets in accordance with the Servicing Procedures;

(b) maintain appropriate account records for each Series Receivable;

(c) operate and maintain the receivables management system so as to ensure the maintenance of an adequate system for tracking all transactions in relation to the Series Receivables;

(d) provide agreed reports to the Issuer and the Manager;

(e) comply with the requirements of any relevant laws including, without limitation, the obligations and requirements imposed by Part 7.8A of the Corporations Act, and the National Consumer Credit Protection Laws, in exercising its rights and carrying out its obligations under the Servicing Deed and ensure that it does not cause the Issuer to breach such laws;

(f) not do or omit to do anything which might or which cause or contribute to a deterioration in the value of any Series Receivable;

(g) protect and enforce the Series Receivables;

(h) remit Collections received by it in respect of the Series Receivables in accordance with the Transaction Documents; and

(i) not release any Debtor from its obligations or vary or discharge any obligations under a Series Receivable or Related Security without the consent of the Issuer or as required by law or the Servicing Procedures.

Servicing Procedures

The Servicer may amend the Servicing Procedures from time to time, provided that 5 Business Days prior written notice is provided to each Rating Agency of amendments which, in the reasonable opinion of the Servicer, are material.

Delegation and other dealings

The Servicer may not delegate any part of its functions under the Servicing Deed to any person, except to a person appointed in accordance with the terms of the Servicing Deed or the Servicing Procedures.

The Servicer may, with the approval of the Issuer (acting on the direction of the Manager):

(a) assign the whole, or any part, of its rights under the Servicing Deed or the fee arrangement between the Servicer and the Issuer to any person; or

(b) create, incur or permit to exist, any Encumbrance over the whole, or any part of its rights under the Servicing Deed,

provided that the Issuer shall not give its approval unless the Manager has issued a Rating Notification in respect of that event.

The Issuer may delegate its functions (in whole or in part) under the Servicing Deed to any person. The Issuer remains liable to the Servicer for any act or omission of any delegate. If the Issuer delegates its functions to a person, the Servicer is entitled to assume that the delegate is acting with the authority in the performance of the duties which have been delegated to it and is not liable to any person in any manner whatsoever for relying on the acts of the delegate.

Servicer's voluntary retirement

Except where an Event of Default or Servicer Termination Event has occurred, and is continuing, in respect of the Series, the Servicer may retire as servicer in respect of the Series upon giving to the Issuer and the Manager 3 months written notice (or such lesser time as the Servicer and the Manager agree), provided that the Servicer may not retire unless and until:

(a) the Manager has issued a Rating Notification in respect of the Servicer's retirement; and

(b) if the Standby Servicing Deed has terminated or the Standby Servicer has been removed as standby servicer in accordance with the Standby Servicing Deed and not replaced:

(i) a successor servicer is appointed for the Series; and

(ii) the Manager has issued a Rating Notification in respect of the Servicer's retirement and the appointment of that successor servicer.

Upon the retirement of the Servicer, the Standby Servicer will, provided that the Standby Servicing Deed has not terminated and the Standby Servicer remains appointed as the standby servicer in accordance with the Standby Servicing Deed, be required to act as servicer in respect of the Series in accordance with the Standby Servicing Deed as described in Section 12.7 ("The Standby Servicing Deed").

Removal of the Servicer

Upon the occurrence of a Servicer Termination Event in respect of the Series, the Issuer may terminate the appointment as Servicer in respect of the Series by giving notice to the Servicer. The Servicer agrees to comply with the terms of any such notice.

It is a "**Servicer Termination Event**" in respect of the Series if:

(a) the Servicer commits a breach of any material obligation of the Servicing Deed in respect of the Series (as determined in the reasonable opinion of the Manager) and in the case of a breach that is capable of remedy, such breach is not remedied to the satisfaction of the Manager (the Manager may conclusively rely on the opinion or advice of any legal or other advisers of the Manager in this regard) within 30 days of notice of such breach by the Manager to the Servicer;

(b) any representation or warranty or agreement by the Servicer in or in connection with the execution, delivery or performance of the Servicing Deed in respect of the Series is untrue or incorrect in any material respect and either:

(i) such inaccuracy is not remedied to the satisfaction of the Manager (the Manager may conclusively rely on the opinion or advice of any legal or other advisers of the Manager in this regard) within 30 days of notice of such inaccuracy by the Manager to the Servicer; or

(ii) the Servicer has not paid an amount to the Issuer or Manager representing the loss suffered by the Manager as a result of that inaccuracy (being an amount agreed between the Servicer and the Issuer or Manager, as relevant, or, failing agreement, by the Manager's auditors) within 30 days of notice of such inaccuracy by the Issuer or Manager to the Servicer;

(c) the Servicer becomes Insolvent;

(d) the Servicer ceases to carry on a financial services business;

(e) the Servicer fails to remit any amount received by it in respect of the Series Assets of the Series to the Issuer within the time period specified in the Servicing Deed and such failure is not remedied to the satisfaction of the Issuer within 3 Business Days of notice being given by the Issuer or the Manager to the Servicer; or

(f) the Servicer fails to prepare and transmit to the Manager any information necessary to enable the Manager to instruct the Issuer to make payments in relation to the Series by the date set out in the Transaction Documents and such failure is not remedied within 3 Business Days of notice being given by the Issuer or the Manager to the Servicer and as a result there is a failure to pay any amount due by the Issuer to any person in full on the date due.

Upon service of a notice of termination by the Issuer to the Servicer following a Servicer Termination Event, the Issuer will as soon as practicable procure the appointment of a replacement servicer.

Upon service of a notice of termination by the Issuer to the Servicer following a Servicer Termination Event, the Standby Servicer will be required to act as servicer in accordance with the Standby Servicing Deed as described in Section 12.7 ("The Standby Servicing Deed").

Servicer to provide full co-operation

Following termination of the Servicing Deed or the removal or the retirement of the Servicer, the Servicer must immediately deliver to the new Servicer (including the Standby Servicer if applicable), any Title Documents held by the Servicer and all other documents (including, without limitation, loan and security documentation) held by the Servicer in relation to the Series (as applicable).

Following termination of the Servicing Deed or the removal or retirement of the Servicer, the Servicer must:

(a) in respect of any computer equipment used by the Servicer in the servicing of the Series Receivables, grant any new Servicer (including the Standby Servicer if applicable) (or its agent) access to such computer equipment; and

(b) make available its employees to assist, or use its best endeavours to assist the new Servicer (including the Standby Servicer if applicable) (or its agent) in procuring the employment of persons to assist the new Servicer (including the Standby Servicer if applicable) in the performance of its duties.

For these purposes, the Servicer has agreed to grant to the new Servicer, or use its best endeavours to procure for the new Servicer, an irrevocable non-exclusive licence to use the software used by the Servicer in the course of performing its duties under the Servicing Deed and also to grant any new Servicer a licence to enter and occupy any premises occupied by the Servicer from time to time from which it conducts the servicing of Receivables.

Costs of retirement or removal

The Servicer must reimburse the Issuer for all reasonable costs and expenses incurred by the Issuer in connection with the termination or retirement of the Servicer.

Indemnity

The Servicer indemnifies the Issuer on demand against any loss, cost, expense, damage or action which the Issuer may suffer or incur as a result of:

(a) a breach by the Servicer of any of its representations, warranties, undertakings or covenants contained in the Servicing Deed or any other Transaction Document in respect of the Series;

(b) any Penalty Payments the Issuer may become liable for or that arise directly or indirectly as a result of:

(i) the performance or non-performance by the Servicer of its obligations or the exercise of its powers under the Servicing Deed or any other Transaction Document; and

(ii) any breach by the Servicer of any of its representation and warranties under the Servicing Deed or any other Transaction Document,

except to the extent that any such loss, cost, expense, damage or action was caused by the fraud, negligence or wilful default of the Issuer.

Servicer's liability

The Servicer is not liable for any loss, costs, liabilities, damages or expenses suffered or incurred by the Issuer as a result of the Servicer acting, or failing to act, at the direction or instruction of the Manager.

In addition, the Servicer will not be in breach of its duties under the Servicing Deed, or be otherwise liable to the Issuer, in respect of its actions performed strictly in accordance with the Servicing Procedures (provided that the Servicer is not aware that the Servicing Procedures do not materially comply with any law).

However, if the Servicer does not comply with the Servicing Procedures or any direction of the Manager or the Issuer, the Servicer will nevertheless not be liable if it reasonably believes and has a reasonable

basis for believing that it would contravene any law by complying with the Servicing Procedures or the relevant direction.

Servicer's fees and expenses

The Issuer must pay such fees to the Servicer in respect of the Series as are agreed between the Issuer (at the direction of the Manager) 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.

12.7 The Standby Servicing Deed

Appointment of the Standby Servicer

Under the Standby Servicing Deed, the Standby Servicer is appointed to step in and act as servicer in respect of the Series Receivables in the event that the Servicer retires or is removed in the circumstances described in Section 12.6 ("The Servicing Deed") above. From the date of retirement or removal of the Servicer, the Standby Servicer is required to act as servicer and will be bound by and must comply with the relevant obligations of the Servicer under the Transaction Documents to which the Servicer was a party.

Delegation

The Standby Servicer may delegate any of its rights or obligations as Standby Servicer and may appoint professional advisers without notifying any person of the appointment. However, the Standby Servicer must not delegate a material part of its obligations under the Standby Servicing Deed without the prior written consent of the Manager, and (unless otherwise agreed in writing) will remain liable for its obligations under the Standby Servicing Deed notwithstanding any such delegation. Where the delegate is a Related Entity of the Standby Servicer, the Standby Servicer at all times remains liable for the acts and omissions of the Related Entity.

Liability of Standby Servicer

The liability of the Standby Servicer is limited in the same manner as that which applies in respect of its capacity as Issuer, as described in Section 12.3 ("The role of the Issuer under the Master Trust Deed") above. In addition, the Standby Servicer will not be liable for any inability perform, or any deficiency in performing, its duties and obligations as servicer to the extent that the Standby Servicer is unable to perform those duties and obligations due to matters including:

- the state of affairs of the Servicer, its books and records, business date, data collection, storage or retrieval systems or computer equipment or software prior to, or at the time of, the termination or retirement of the Servicer in accordance with the Servicing Deed;
- any acts or omissions at any time of the Servicer, the Manager or any agent of the Servicer or the Manager;
- any failure of any other person to perform its obligations under, and in accordance with, the Transaction Documents; or
- because the Standby Servicer complies with the Servicing Procedures,

except to that such liabilities are as a result of the fraud, negligence or wilful default of the Standby Servicer.

Retirement and termination of appointment

The Standby Servicer may retire as Standby Servicer in respect of the Series (whether or not the Standby Servicer has become obliged to act as servicer in accordance with the Standby Servicing Deed) immediately by written notice to the Issuer, the Manager and each Rating Agency, if any amounts owing to the Standby Servicer in respect of the Series are not paid when due and remain unpaid 30 days after the due date for payment.

The Manager may terminate the Standby Servicer's appointment as Standby Servicer in respect of the Series (whether or not the Standby Servicer has become obliged to act as servicer in accordance with the Standby Servicing Deed) upon giving not less than 90 days' notice in writing to the Issuer, the Standby Servicer and each Rating Agency.

In addition, the rights obligations of the Standby Servicer will cease (whether or not the Standby Servicer has become obliged to act as servicer in accordance with the Standby Servicing Deed) on the date that the Issuer ceases to be the trustee of the Trust.

Standby Servicer's fees and indemnification

The Standby Servicer is entitled to a fee payable by the Issuer in accordance with the Cashflow Allocation Methodology. In addition, the Standby Servicer (or its agent) is indemnified by the Issuer in relation to matters relating to the performance of its obligations or duties as standby servicer, except to the extent that the costs, charges or expenses arose from the Standby Servicer's (or its agent's) fraud, negligence or wilful default.

12.8 The Liquidity Facility Agreement

General

Under the Liquidity Facility Agreement, the Liquidity Facility Provider grants to the Issuer a loan facility in Australian Dollars in respect of the Series in an amount equal to the Liquidity Limit.

The Liquidity Facility is only available to be drawn to fund any Liquidity Draws up to the Liquidity Limit.

Liquidity Advances

If, on any Determination Date during the Availability Period, the Manager determines that a Liquidity Draw is required as described in Section 11.9 ("Liquidity Draw"), the Manager must arrange, by giving a direction to the Issuer, for a Liquidity Advance to be made under the Liquidity Facility on the Payment Date immediately following that day in accordance with the Liquidity Facility Agreement. The Liquidity Advance must be equal to the lesser of:

(a) the amount of such Liquidity Draw on that day; and

(b) the Available Liquidity Amount on that day.

Interest

Interest on each Liquidity Advance accrues from day to day and is to be calculated on actual days elapsed and a 365 day year. The rate of interest payable to the Liquidity Facility Provider in respect of a Liquidity Interest Period is the sum of the Liquidity BBSW Rate (or such other alternative benchmark rate applicable at that time in accordance with the fallback regime in the Liquidity Facility Agreement, as outlined below) determined on the Liquidity Interest Determination Date in the relevant Liquidity Interest Period and 1.30% per annum (or such other rate as the Manager and the Liquidity Facility Provider may agree from time to time, provided that a Rating Notification is given) ("**Liquidity Interest Rate**"). However, if such calculation of the Liquidity Interest Rate in respect of a Liquidity Interest Period produces a rate of less than zero per cent per annum, the Liquidity Interest Rate for the relevant Liquidity Interest Period will be zero per cent per annum.

The Liquidity Facility Agreement incorporates a fallback regime in the event of a temporary disruption or permanent discontinuation of BBSW (or other applicable benchmark rate) that is similar to the fallback regime which applies in relation to the BBSW Rate (and other Applicable Benchmark Rates) for the Offered Notes. Interest is payable in arrears on each Payment Date. If, on any Payment Date, all amounts on account of interest due under the Liquidity Facility Agreement are not paid in full, on each following Payment Date the Issuer must pay so much of the amounts as are available for that purpose in accordance with the Issue Supplement until such amounts are paid in full.

"**Liquidity BBSW Rate**" means for a Liquidity Interest Determination Date, subject to clause 6.6 ("Temporary Disruption Fallback") and clause 6.7 ("Permanent Discontinuation Fallback") of the Liquidity

Facility Agreement, the per annum rate expressed as a decimal which is the level of BBSW for a period of one month provided by the "Administrator" (as defined in the Liquidity Facility Agreement) and published as of the "Publication Time" (as defined in the Liquidity Facility Agreement) on that Liquidity Interest Determination Date.

A "**Liquidity Interest Determination Date**" means, in respect of a Liquidity Interest Period:

(a) where the Liquidity BBSW Rate applies or the "Final Fallback Rate" (as defined in the Liquidity Facility Agreement) applies under paragraph (a)(iii) of the definition of "Permanent Discontinuation Fallback" (as defined in the Liquidity Facility Agreement), the first day of that Liquidity Interest Period; and

(b) otherwise, the fifth Business Day prior to the last day of that Liquidity Interest Period,

subject in each case to adjustment in accordance with the Business Day Convention.

A "**Liquidity Interest Period**" in respect of a Liquidity Advance commences on (and includes) its Drawdown Date and ends on (but excludes) the next Payment Date. Each subsequent Liquidity Interest Period will commence on (and include) a Payment Date and end on (but exclude) the next Payment Date. However, a Liquidity Interest Period in respect of a Liquidity Advance which would otherwise end after the termination date of the Trust ends on (but excludes) that termination date.

Downgrade of Liquidity Facility Provider

If at any time (during the Availability Period for so long as any Notes (other than any Class F Notes) are outstanding the Liquidity Facility Provider does not have the Required Liquidity Rating, the Liquidity Facility Provider must, within 14 calendar days (or such longer period as may be agreed by the Manager and the Liquidity Facility Provider and provided a Rating Notification has been given in respect of that longer period) of such downgrade, do one of the following (as determined by the Liquidity Facility Provider in its discretion):

(a) procure a replacement Liquidity Facility;

(b) request the Manager to request a Collateral Advance for an amount equal to the Available Liquidity Amount; or

(c) implement such other structural changes so that the downgrading of the Liquidity Facility Provider does not have an Adverse Rating Effect.

Collateral Advance

On receipt of a request from the Liquidity Facility Provider as described in paragraph (b) of the section entitled "Downgrade of Liquidity Facility Provider" above, the Manager must arrange, by giving a direction to the Issuer, for a Collateral Advance to be made under the Liquidity Facility equal to the Available Liquidity Amount.

The Liquidity Facility Provider must, subject to the terms of the Liquidity Facility Agreement, deposit in the Liquidity Collateral Account the amount of any Collateral Advance in immediately available funds by 12.00pm on the relevant day on which that advance is required by the Manager.

If, on any Determination Date after a Collateral Advance has been made, the Manager would, but for the fact that the Liquidity Facility has been fully drawn, be required to arrange for a Liquidity Advance in accordance with Section 11.9 ("Liquidity Draw") (and the Liquidity Facility Provider would, but for the fact that the Liquidity Facility has been fully drawn, be required to provide the Liquidity Advance), the Manager must direct the Issuer to transfer from the Liquidity Collateral Account into the Collection Account an amount equal to the lesser of:

(a) the Liquidity Advance; and

(b) the Liquidity Collateral Account Balance,

by no later than 12.00pm on the immediately following Payment Date.

Any such withdrawal from the Liquidity Collateral Account will be deemed to be a Liquidity Advance.

If at any time after a Collateral Advance has been made:

(a) the Liquidity Facility Provider obtains the Required Liquidity Rating (or, if the credit rating of the Liquidity Facility Provider continues to be less than the Required Liquidity Rating, but the Manager determines that it may give a direction as described below and has provided Rating Notification in respect of that direction);

(b) the Liquidity Facility Provider complies with sub-paragraphs (a) or (c) of the section above entitled "Downgrade of Liquidity Facility Provider"; or

(c) the Liquidity Facility granted under the Liquidity Facility Agreement is terminated in accordance with the Liquidity Facility Agreement,

then the Liquidity Facility Provider must notify the Manager of that event and the Manager must then direct the Issuer to, and the Issuer must, repay to the Liquidity Facility Provider the Liquidity Collateral Account Balance (if any) within 1 Business Day of being so directed by the Manager in repayment of the then outstanding Collateral Advances.

All interest or other returns accrued (net of all costs properly incurred by the Issuer in respect of the operation of the Liquidity Collateral Account under the Liquidity Facility Agreement) on the Liquidity Collateral Account Balance which have been credited to the Liquidity Collateral Account must be paid by the Issuer to the Liquidity Facility Provider on each Payment Date.

A "**Collateral Advance**" is the principal amount of each advance made by the Liquidity Facility Provider pursuant to a request by the Manager in accordance with the Liquidity Facility Agreement where the Liquidity Facility Provider does not have the Required Liquidity Rating, or the balance of such advance outstanding from time to time as the context requires and includes any deemed Collateral Advance.

The "**Liquidity Collateral Account**" is a segregated account opened at the direction of the Manager in the name of the Issuer with an Eligible Bank to which the proceeds of any Collateral Advance are to be deposited.

The "**Liquidity Collateral Account Balance**" is, at any time, the balance of the Liquidity Collateral Account at that time plus, if any amount from the Liquidity Collateral Account Balance has been invested in Authorised Investments, the face value of such Authorised Investments.

Availability Fee

The Issuer will pay to the Liquidity Facility Provider an availability fee on the then un-utilised portion of the Liquidity Limit. The fee will be calculated and accrue daily from the first day of the Availability Period on the basis of a 365 day year and paid monthly in arrears on each Payment Date in accordance with the Issue Supplement.

The availability fee may be varied from time to time by the Manager and the Liquidity Facility Provider (and notified to the Issuer) provided that a Rating Notification has been provided.

Liquidity Event of Default

A Liquidity Event of Default occurs if:

(a) the Issuer fails to pay:

(i) any amount owing under the Liquidity Facility Agreement where funds are available for that purpose under the Issue Supplement; or

(ii) without limiting paragraph (i) above, any amount due in respect of interest on Liquidity Advances under the Liquidity Facility Agreement where funds are available for that purpose under the Issue Supplement,

in the manner contemplated by the Liquidity Facility Agreement, in each case within 3 Business Days of the due date for payment of such amount;

(b) the Issuer alters or the Manager instructs it to alter the priority of payments under the Transaction Documents without the consent of the Liquidity Facility Provider or the Issuer breaches any of its undertakings under the Liquidity Facility Agreement and that breach has a Material Adverse Effect in respect of the Liquidity Facility Provider;

(c) an Event of Default occurs and the Security Trustee enforces the General Security Deed;

(d) the Issuer becomes Insolvent and the Issuer is not replaced in accordance with the Master Trust Deed within 60 days of it becoming Insolvent;

(e) a representation or warranty made or taken to be made by the Issuer in connection with the Liquidity Facility Agreement is found to have been incorrect or misleading when made or taken to be made and that breach has a Material Adverse Effect in respect of the Liquidity Facility Provider; or

(f) the Security Trustee requests the Issuer to obtain a priority agreement under the General Security Deed in respect of an Encumbrance over the Series Assets (where the law entitles the Issuer to create another Encumbrance over the Collateral without the consent of the Security Trustee and that law cannot be excluded) and the Issuer has not complied with that request by the time that Encumbrance is created.

If a Liquidity Event of Default occurs, then the Liquidity Facility Provider may, without being obliged to do so and notwithstanding any waiver of any previous default:

(a) declare at any time that the Liquidity Principal Outstanding, interest on the Liquidity Principal Outstanding, and all other amounts actually or contingently payable under the Liquidity Facility Agreement are immediately due and payable; and/or

(b) terminate the Liquidity Facility Provider's obligations in respect of the Liquidity Facility.

The Liquidity Facility Provider may do either or both of these things with immediate effect.

Termination of Liquidity Facility

The Liquidity Facility will terminate on the earlier of the Liquidity Facility Termination Date and the Liquidity Facility Provider Termination Date.

The "**Liquidity Facility Termination Date**" is the earliest of:

(a) the date which is one day after the Maturity Date;

(b) the date which is one month after the date upon which all Notes have been fully and finally redeemed in full in accordance with the Transaction Documents in respect of the Series;

(c) the date on which the Liquidity Facility Provider terminates the Liquidity Facility in accordance with its terms on the basis of illegality or impossibility in continuing to provide the Liquidity Facility following a change in law, regulation, code of practice or directive;

(d) the date upon which the Liquidity Facility Limit is cancelled or the Liquidity Limit is reduced to zero following a request by the Issuer (provided that a Rating Notification has been given in respect of the cancellation or reduction); and

(e) the date upon which the Liquidity Facility Provider terminates the Liquidity Facility following a Liquidity Event of Default.

The "**Liquidity Facility Provider Termination Date**" is the later of:

(a) the Payment Date declared by the Manager (by giving not less than 5 Business Days' notice to the Liquidity Facility Provider) as the date upon which the Liquidity Facility Provider will be replaced by a substitute Liquidity Facility Provider and the Liquidity Facility will terminate; and

(b) the date upon which the Issuer has paid or repaid to the Liquidity Facility Provider all Liquidity Advances outstanding on the Payment Date declared by the Issuer pursuant to paragraph (a) above together with all accrued but unpaid interest and all other money outstanding under the Liquidity Facility Agreement.

On or before the declaration of a Payment Date upon which the Liquidity Facility Provider will be replaced by a substitute Liquidity Facility Provider and the Liquidity Facility will terminate, the Manager must provide a Rating Notification in respect of the termination of the Liquidity Facility and the appointment of the proposed substitute Liquidity Facility Provider on that Payment Date.

13 AUSTRALIAN TAXATION

*The following is a general summary of the material Australian tax consequences under the Income Tax Assessment Act 1936 (Cth), the Income Tax Assessment Act 1997 (Cth) (together, "**Australian Tax Act**"), the Taxation Administration Act 1953 (Cth) ("**Taxation Administration Act**") and any relevant rulings, judicial decisions or administrative practice, at the date of this Information Memorandum of the purchase, ownership and disposition of the Offered Notes by Noteholders who purchase the Offered Notes during the original issuance at the stated offering price. This summary represents the Australian tax law enacted and in force as at the date of this Information Memorandum which is subject to change, possibly with retrospective effect.*

The summary is not exhaustive and does not deal with the position of certain classes of holders of the Offered Notes (including, without limitation, dealers in securities, custodians or other third parties who hold Offered Notes on behalf of any person).

This summary is not intended, nor should it be, construed as legal or tax advice to any particular Noteholder or prospective Noteholder. It is a general guide only and should be treated with appropriate caution. Prospective Noteholders should consult their professional advisers on the tax implications of an investment in the Offered Notes for their particular circumstances.

Interest Withholding Tax on interest payments

The Australian Tax Act characterises securities as either "debt interests" (for all entities) or "equity interests" (for companies) including for the purposes of Australian interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act ("**IWT**") and dividend withholding tax. IWT is payable at a rate of 10% of the gross amount of interest paid by the Issuer to:

(a) a non-resident of Australia (other than a non-resident acting at or through a permanent establishment in Australia); or

(b) a resident of Australia acting at or through a permanent establishment outside Australia unless an exemption is available.

An exemption from IWT is available in respect of the Offered Notes issued by the Issuer under section 128F of the Australian Tax Act if the following conditions are met:

(a) the Issuer is a company as defined in section 128F(9) (which includes certain companies acting in their capacity as trustee) and a resident of Australia when it issues those Offered Notes and when interest (as defined in section 128A(1AB) of the Australian Tax Act) is paid. Interest is defined in section 128A(1AB) of the Australian Tax Act to include amounts in the nature of, or in substitution for, interest and certain other amounts;

(b) those Offered Notes are debentures that are not equity interests, are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in overseas capital markets are aware that the Issuer is offering those Offered Notes for issue. In summary, the five methods are:

    (i) offers to 10 or more unrelated financiers, securities dealers or entities that carry on a business of providing finance or investing or dealing in securities;

    (ii) offers to 100 or more investors of a certain type;

    (iii) offers of listed Offered Notes;

    (iv) offers via publicly available information sources; and

    (v) offers to a dealer, manager or underwriter who offers to sell those Offered Notes within 30 days by one of the preceding methods above;

(c) the Issuer does not know or have reasonable grounds to suspect, at the time of issue, that those Offered Notes or interests in those Offered Notes were being, or would later be, acquired directly

or indirectly by an "associate" of the Issuer (as defined in section 128F(9) of the Australian Tax Act), except as permitted by section 128F(5) of the Australian Tax Act; and

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

Associates

Since the Issuer is a trustee of a trust, the entities that are "associates" of the Issuer for the purposes of section 128F of the Australian Tax Act include:

(a) any entity that benefits, or is capable of benefiting, under the Trust ("**Beneficiary**"), either directly or through any interposed entities; and

(b) any entity that is an associate of a Beneficiary that is a company. An associate of a Beneficiary for these purposes includes:

(i) an entity that holds more than 50% of the voting shares of, or otherwise controls, the Beneficiary;

(ii) an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Beneficiary;

(iii) a trustee of a trust where the Beneficiary is capable of benefiting (whether directly or indirectly) under that trust; and

(iv) an entity that is an "associate" of an entity that is an "associate" of the Beneficiary under sub-paragraph (i) above.

However, sections 128F(5) and (6) do not prevent payments under the Offered Notes from being tax exempt under section 128F, where the Offered Notes are issued to and the interest is paid to:

(a) onshore associates (ie Australian resident "associates" who do not acquire the Offered Notes in carrying on business at or through a permanent establishment outside Australia and non-resident associates who acquire the Offered Notes in the course of carrying on business at or through a permanent establishment in Australia); or

(b) offshore associates (ie Australian resident "associates" who acquire the Offered Notes in carrying on business at or through a permanent establishment outside Australia and non-resident associates who do not acquire the Offered Notes in carrying on business at or through a permanent establishment in Australia) who are acting in the capacity of:

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

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

Compliance with section 128F of the Australian Tax Act

It is intended that the Issuer will offer and issue the 128F Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

The Issuer does not intend to offer and issue the Retention Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

Noteholders in Specified Countries

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

In broad terms, the New Treaties effectively prevent or reduce IWT applying to interest derived by:

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

(b) a "financial institution" which is a resident of the Specified Country and which is unrelated to and dealing wholly independently with the Issuer. The term "financial institution" refers to either a bank or any other form of enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.

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

No payment of additional amounts

Despite the fact that the 128F Notes are intended to be offered and issued in a manner which will satisfy the requirements of section 128F of the Australian Tax Act, if the Issuer is at any time compelled or authorised by law to deduct or withhold an amount in respect of any Australian withholding taxes imposed or levied by the Commonwealth of Australia, the Issuer is not obliged to pay any additional amounts in respect of such deduction or withholding.

If the Issuer is compelled by law in relation to any Offered Notes to deduct or withhold an amount in respect of any withholding taxes, the Manager may (at its option) direct the Issuer to redeem the Offered Notes in accordance with the Conditions.

Other matters

Under Australian laws as presently in effect:

(a) income tax – non-Australian Holders – assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the 128F Notes, a Noteholder who is a non-resident of Australia and who, during the taxable year, does not hold the Offered Notes in carrying on business at or through a permanent establishment in Australia ("**non-Australian Holder**"), should not be subject to any other Australian income taxes;

(b) income tax – Australian Holders – Australian residents, or non- residents of Australia who hold the Offered Notes in carrying on business at or through a permanent establishment in Australia (together, the "**Australian Holders**"), will be assessable for Australian tax purposes on income either received or accrued to them in respect of the Offered Notes. Whether income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Noteholder and the terms and conditions of the Offered Notes. Special rules apply to the taxation of Australian residents who hold the Offered Notes in the course of carrying on business at or through a permanent establishment outside Australia which vary depending on the country in which that permanent establishment is located;

(c) gains on disposal of Offered Notes – non-Australian Holders – a non-Australian Holder will not be subject to Australian income tax on gains realised during that year on the sale or redemption of the Offered Notes, provided such gains do not have an Australian source. Even if such gains have an Australian source, such a holder may be entitled to relief under a double tax agreement if the holder is a resident of a country with which Australia has a double tax agreement. A gain arising on the sale of Offered Notes by a non-Australian Holder to another non-Australian Holder where the Offered Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia would not be regarded as having an Australian source;

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

(e) deemed interest – there are specific rules that can apply to treat a portion of the purchase price of Offered Notes as interest for IWT purposes when certain Offered Notes originally issued at a discount or with a maturity premium or which do not pay interest at least annually are sold to an Australian Holder.

These rules also do not apply in circumstances where the deemed interest would have been exempt under section 128F of the Australian Tax Act if the 128F Notes had been held to maturity by a non-resident of Australia;

(f) death duties – no Offered Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;

(g) stamp duty and other taxes – no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Offered Notes;

(h) other withholding taxes on payments in respect of Offered Notes – section 12-140 of Schedule 1 to the Taxation Administration Act imposes a type of withholding tax on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number ("**TFN**") (or, in certain circumstances, an Australian Business Number ("**ABN**")) or proof of an appropriate exemption. Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the 128F Notes, then the requirements of section 12-140 do not apply to payments to a holder of 128F Notes in registered form who is not a resident of Australia and not holding those 128F Notes in the course of carrying on business at or through a permanent establishment in Australia. Payments to other classes of holders of Offered Notes in registered form may be subject to withholding where the holder of those Offered Notes does not quote a TFN (or, in certain circumstances, an ABN) or provide proof of an appropriate exemption.

The rate of withholding tax is currently 47%;

(i) supply withholding tax – payments in respect of the Offered Notes can be made free and clear of the "supply withholding tax" imposed under section 12-190 of Schedule 1 to the Taxation Administration Act;

(j) additional withholdings from certain payments to non-Australian Holders – section 12-315 of Schedule 1 to the Taxation Administration Act gives the Governor-General power to make regulations requiring withholding from certain payments to non-residents. However, section 12-315 expressly provides that the regulations will not apply to "interest" (within the meaning of the IWT rules) payments that are subject to, or specifically exempt from, the IWT rules. Further, regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The regulations that have so far been promulgated under section 12-315 as at the date of this Information Memorandum are not applicable to any payments in respect of the Offered Notes. The possible application of any future regulations to the proceeds of any sale of the Offered Notes will need to be monitored; and

(k) garnishee directions by the Commissioner of Taxation – the Commissioner may give a direction requiring the Issuer to deduct from any payment to a holder of Offered Notes any amount in respect of Australian tax payable by that holder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and make any deduction required by that direction.

Goods and Services Tax

It is intended that the Trust will be a member of the AFG GST Group from the date the Trust is established (see below for further details). Neither the issue nor receipt of the Offered Notes will give rise to a liability for GST in Australia on the basis that the supply of Offered Notes will comprise either an input taxed financial supply or (in the case of an offshore non-resident subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by the Trust, nor the disposal of the Offered Notes, would give rise to any GST liability on the part of the Trust.

The supply of some services made to the Trust by entities outside of the AFG GST Group may give rise to a liability for GST on the part of the relevant service provider.

In relation to the acquisition of these taxable services by the Trust:

(a) in the ordinary course of business, the service provider would charge the Trust an additional amount on account of GST unless the agreed fee is already GST-inclusive;

(b) assuming that the AFG GST Group exceeds the financial acquisitions threshold for the purposes of Division 189 of the GST Act, the representative member of the AFG GST Group would not be entitled to a full input tax credit from the ATO to the extent that the acquisition relates to the Trust's input taxed supply of issuing Offered Notes (ie Offered Notes issued to (A) Australian residents or (B) to non-residents acting through a fixed place of business in Australia).

In the case of acquisitions which relate to the making of supplies of the nature described above, there may still be an entitlement to a "reduced input tax credit" (which is equal to 75% of 1/11th of the GST-inclusive consideration for the taxable supply) in relation to certain acquisitions prescribed in the GST regulations, but only where the Trust is the recipient of the taxable supply and the Trust either provides or is liable to provide the consideration for the taxable supply;

(c) to the extent that the Trust makes acquisitions that attract GST, and those services relate to the Trust's GST-free supply of the Offered Notes to non-residents, there will be an entitlement to full input tax credits; and

(d) where services are provided to the Trust from outside the AFG GST Group by an entity which is an associate of the Trust for income tax purposes, those services are provided for nil or less than market value consideration, and the Trust would not be entitled to a full input tax credit, the relevant GST (and any input tax credit) would be calculated by reference to the market value of those services.

In the case of supplies which are acquired for the purposes of the Trust's business which are not "connected with the indirect tax zone", these may attract a liability for Australian GST if they are supplies of a kind which would have been taxable if they were connected with the indirect tax zone and if there would not have been an entitlement to a full input tax credit if the supply had been performed in Australia. This is known as the "reverse charge" rule. Where the rule applies, the liability to pay GST to the ATO falls not on the supplier or on the representative member of the AFG GST Group, but on the Trust.

Where services which are not connected with the indirect tax zone are acquired for the purposes of the Trust's business and the supplies relate solely to the issue of Offered Notes by the Trust to persons who are not residents of Australia who subscribe for the Offered Notes through a fixed place of business outside the indirect tax zone, the "reverse charge" rule should not apply to these supplies. This is because there would have been an entitlement to a full input tax credit for the acquisition of these supplies if the supplies had been connected with the indirect tax zone.

Where GST is payable on a taxable supply made to the Trust but a full input tax credit is not available, this will mean that less money is available to pay interest on the Offered Notes or other liabilities of the Trust.

GST Grouping and the AFG Indirect Tax Sharing Deed

The members of the AFG GST Group are jointly and severally liable for the AFG GST Group's GST obligations, unless the relevant liability is covered by a valid indirect tax sharing agreement. In order to

be valid for GST purposes, a valid indirect tax sharing agreement is required, among other things, to contain a way of working out a reasonable allocation of the GST group's liability between the group members. Where there is such a reasonable allocation under a valid indirect tax sharing agreement, the liability of each member of the AFG GST Group is limited to the amount of that reasonable allocation. It is expected that the Issuer will accede to the AFG Indirect Tax Sharing Deed which provides a method for determining a reasonable allocation of the AFG GST Group's liabilities (which, in the case of the Trust, should be a nil allocation).

14 SUBSCRIPTION AND SALE

14.1 Subscription

Pursuant to the Dealer Agreement, the Joint Lead Managers have agreed with the Issuer and the Manager, subject to the satisfaction of certain conditions, that they will use reasonable endeavours, subject to market conditions, to locate potential purchasers of the Offered Notes.

Australia

No prospectus, offer information statement, product disclosure statement or other disclosure document (as defined in the Corporations Act) in relation to the Offered Notes has been, or will be, lodged with ASIC.

Under the Dealer Agreement, each Dealer represents and agrees that, unless an applicable supplement to this Information Memorandum provides otherwise it:

(a) has not offered or invited applications, and will not offer or invite applications, directly or indirectly, for the issue, sale or purchase of the Offered Notes (or an interest in them) in Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published and will not distribute or publish, this Information Memorandum or any other offering material, advertisement or other document relating to any Notes in Australia,

unless:

(c) either:

(i) the aggregate consideration payable by each offeree is at least $500,000 (or its equivalent in an alternate currency, and in either case, disregarding moneys lent by the offeror or its associates)

(ii) the offer is to a professional investor for the purposes of section 708 of the Corporations Act; or

(iii) the offer or invitation otherwise does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;

(d) the offer does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act;

(e) such action complies with all applicable laws, regulations and directives (including, without limitation, the financial services licensing requirements of the Corporations Act); and

(f) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

The United Kingdom

Prohibition of sales to UK retail investors

Each Dealer represents, warrants and agrees under the Dealer Agreement that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Offered Notes to any UK Retail Investor in the United Kingdom. For the purposes of this provision:

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

(i) a retail client as defined in point (8) of Article 2 of Commission Delegated Regulation (EU) 2017/565 as it forms part of UK domestic law by virtue of the EUWA;

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

(iii) not a UK Qualified Investor; and

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

Other regulatory restrictions

Each Dealer represents, warrants and agrees under the Dealer Agreement that:

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

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Offered Notes in circumstances in which section 21(1) of the FSMA does not apply to the Manager or the Issuer.

Hong Kong

Each Dealer represents, warrants and agrees under the Dealer Agreement that:

(a) it has not offered or sold and will not offer or sell in the Hong Kong Special Administrative Region of the Peoples Republic of China ("**Hong Kong**"), by means of any document, any Offered Notes other than:

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

(ii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32 of the Laws of Hong Kong) as amended (the "**CWUMPO**"), or which do not constitute an offer to the public within the meaning of the CWUMPO; and

(b) unless permitted to do so under the laws of Hong Kong, it has not issued or had in its possession for the purpose of issue, and will not issue or have in its possession for the purpose of issue (in each case, whether in Hong Kong or elsewhere), any advertisement, invitation, offering material or document relating to the Offered Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong, other than with respect to Offered Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and any rules made under the SFO.

Singapore

Each Dealer acknowledges under the Dealer Agreement that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer represents, warrants and agrees that it has not offered or sold any Offered Notes or caused such Offered Notes to be made the subject of an invitation for subscription or purchase, and will not offer or sell any of the Offered Notes or cause such Offered Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute this Information

Memorandum or any document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Offered Notes, whether directly or indirectly, to any persons in Singapore other than:

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

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

Where the Offered Notes are subscribed for or purchased under Section 275 of the SFA by an accredited investor which is:

(a) a corporation the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 2(1) of the SFA) or securities-based derivatives contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred except:

(i) to an institutional investor or to an accredited investor;

(ii) where no consideration is or will be given for the transfer; or

(iii) where the transfer is by operation of law.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

The United States of America

Each Dealer acknowledges under the Dealer Agreement that the Offered Notes have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**"), and the Issuer has not been and will not be registered as an investment company under the United States Investment Company Act of 1940, as amended. An interest in the Offered Notes may not be offered, sold, delivered or transferred (and each Dealer has agreed under the Dealer Agreement that it will not offer, sell, deliver or transfer any interest in the Offered Notes) within the United States of America, its territories or possessions or to, or for the account or benefit of, a "U.S. person" (as defined in Regulation S under the Securities Act ("**Regulation S**")) at any time except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act.

European Economic Area

Each Dealer represents, warrants and agrees under the Dealer Agreement that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Offered Notes to any EEA Retail Investor. For these purposes:

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

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

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

(iii) not an EU Qualified Investor; and

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

Japan

The Offered Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) ("**Financial Instruments and Exchange Act**") and, accordingly, each Dealer represents, warrants and agrees under the Dealer Agreement that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Offered Notes in Japan or to, or for the account or benefit of, any Japanese Person, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the account or benefit of, any Japanese Person, except pursuant to an exemption from the registration requirements of and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

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

People's Republic of China

Each Dealer represents, warrants and agrees under the Dealer Agreement that:

(a) the Offered Notes may not be sold or offered in the People's Republic of China; and

(b) it will only offer and sell the Offered Notes to People's Republic of China resident investors from outside the People's Republic of China in such a manner as complies with securities laws and regulations applicable to such cross border activities in the People's Republic of China.

New Zealand

Each Dealer represents, warrants and agrees under the Dealer Agreement that:

(a) it has not offered or sold, and will not offer or sell, directly or indirectly, any Offered Notes; and

(b) it has not distributed and will not distribute, directly or indirectly, any offering materials or advertisement in relation to any offer of Offered Notes,

in each case in New Zealand other than:

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

(i) an "investment business";

(ii) "large"; or

(iii) a "government agency",

in each case as defined in Schedule 1 to the FMC Act; or

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

General

Each Dealer acknowledges under the Dealer Agreement that no action has been, or will be, taken by the Issuer, the Manager, or any dealer that would permit a public offering of the Offered Notes or distribution of the Information or any other offering or publicity material relating to the Offered Notes in or from any jurisdiction where action for that purpose is required. Accordingly, each Dealer has agreed under the Dealer Agreement that it will not offer or sell, directly or indirectly, and neither this Information Memorandum nor any circular, prospectus, form of application, advertisement or other material, may be distributed by it in or from or published by it in any country or jurisdiction, except under circumstances that will result in compliance with any applicable laws or regulation.

14.2 Weighted Average Life of the Offered Notes

The weighted average life of the Offered Notes refers to the average amount of time that will elapse from the Closing Date until the Offered Notes have been repaid in full.

The weighted average life of the Offered Notes will be influenced by a number of factors including the rate of scheduled repayment of the Series Receivables, the rate of unscheduled repayment of the Series Receivables and the exercise of the Call Option. The weighted average lives of the Offered Notes cannot be predicted due to the uncertain nature of unscheduled principal repayments. However, given certain assumptions, the weighted average lives of the Offered Notes can be estimated.

Table 1 below represents possible weighted average lives of the Offered Notes and the Class F Notes (in years) and has been prepared on the following assumptions:

(a) The Series Receivables are subject to constant rates of principal prepayment ("**CPR**") as indicated in Table 1. The base case assumption is a constant 30% CPR for the life of the transaction.

(b) Table 1 shows the weighted average life of the Offered Notes under the assumption that the Issuer exercises the Call Option on the first Call Option Date.

(c) Redraws have not been specifically modelled.

(d) No Series Receivable is in arrears or incurs Losses.

(e) No Series Receivables are sold by the Issuer other than in order to exercise the Call Option.

(f) Series Receivables sold are assumed to be sold at their Outstanding Balance.

(g) The portfolio of Series Receivables is acquired on the Closing Date at the aggregate Outstanding Balance on the Cut-Off Date.

(h) Payments of principal in respect of the Offered Notes are made on each Payment Date commencing on the first Payment Date irrespective of whether such day is a Business Day.

The actual characteristics of the Series Receivables are likely to differ from the above assumptions used in constructing the following Table 1, which is only hypothetical in nature and are provided only to give a general indication of how principal cashflows may behave under various CPR scenarios. For example, it is not expected that the Series Receivables will prepay at a constant rate until maturity, that all of the Series Receivables will prepay at the same rate or that there will be no arrears or Losses on the Series Receivables.

Any difference between such assumptions and the actual characteristics and performance of the Series Receivables will cause the weighted average lives of the Offered Notes to differ from the corresponding information in the table for each indicated CPR. It should not be assumed that the CPR would always be in the ranges as indicated in Table 1.

Table 1

Prepayment Scenario	50%	75%	100%	125%	150%
CPR Range	15.00%	22.50%	30.00%	37.50%	45.00%
Class A1 Notes	3.2	2.6	2.1	1.6	1.3
Class A2 Notes	5.0	4.4	3.8	3.3	2.9
Class B Notes	5.0	4.4	3.8	3.3	2.9
Class C Notes	5.0	4.4	3.8	3.3	2.9
Class D Notes	5.0	4.4	3.8	3.3	2.9
Class E Notes	5.0	4.4	3.8	3.3	2.9
Class F Notes	5.0	5.0	5.0	4.0	3.2

15 GLOSSARY

128F Notes	means an Offered Note other than a Retention Note.
$, A$, AUD and Australian Dollars	means the lawful currency of the Commonwealth of Australia (unless the contrary intention appears).
Accrual Adjustment	in relation to a Series Receivable acquired by the Issuer pursuant to a Reallocation in accordance with the Master Trust Deed, means the income (including any interest and amounts in the nature of interest) accrued on any Reallocated Asset up to but excluding the Reallocation Date.
Adverse Rating Effect	in respect of the Series, means an effect which either causes or contributes to a downgrading or withdrawal of the rating given to any Notes of the Series by a Rating Agency.
Affected Investor	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
Affected Party	in respect of a Derivative Contract, has the meaning given to it in the relevant Derivative Contract.
AFG GST Group	means the GST group of which Australian Finance Group Ltd (ABN 11 066 385 822) is the representative member.
AFGS	means AFG Securities Pty Ltd (ABN 90 119 343 118).
Amortisation Amount	has the meaning set out in Section 11.13 ("Calculation of Amortisation Amount").
Amortisation Ledger	has the meaning set out in Section 11.17 ("Amortisation Ledger").
AONIA	has the meaning given to it in Section 6 ("Condition of the Notes").
Approved External Dispute Resolution Scheme	means the AFCA scheme (as defined in the NCCP Regulations).
Arranger	means NAB.
Arrears Ratio	means, on a Determination Date, the percentage of the Outstanding Balance of the Series Receivables in relation to which default in payment of any amount due has occurred and has continued for a period of 90 days or more as at the last day of the immediately preceding Collection Period to the total Outstanding Balance of all Series Receivables (calculated on the last day of the immediately preceding Collection Period).

ASIC means the Australian Securities and Investments Commission.

Asset means:

(a) in relation to the Trust, all the Issuer's rights, property and undertaking which are the subject of the Trust;

(i) of whatever kind and wherever situated; and

(ii) whether present or future; and

(b) in relation to the Series, the right, title and interest of the Issuer, in its capacity as trustee, in the following (to the extent to which they relate to the Series):

(i) any Receivables and Related Securities of the Series;

(ii) the Collection Account;

(iii) the Authorised Investments;

(iv) the Transaction Documents;

(v) any asset which is Reallocated to the Series;

(vi) any bank account or other account established in the name of the Issuer in respect of the Series in accordance with the Transaction Documents; and

(vii) any other asset so described in the Issue Supplement for the Series.

ASX means ASX Limited.

Austraclear means Austraclear Limited or Austraclear Services Limited (including, where applicable, the computer based system for holding notes and recording and settling transactions in those notes between members of that system maintained by Austraclear).

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

Australian Financial Services Licence means an Australian financial services licence within the meaning of Chapter 7 of the Corporations Act.

Australian Tax Act or Tax Act

means the Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth), as the case may be.

Authorised Investments

means:

(a) cash deposited in an interest bearing bank account in the name of the Issuer with an Eligible Bank;

(b) any debt securities which:

(i) are issued by the Commonwealth of Australia or any State or Territory;

(ii) have the Required Credit Rating at the time of the acquisition of such investment by the Issuer;

(iii) 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;

(iv) are denominated in Australian Dollars; and

(v) are held in the name of the Issuer,

in each case, which

(A) do not constitute a securitisation exposure or a resecuritisation exposure (as defined in Prudential Standard APS 120 issued by the Australian Prudential Regulation Authority including any amendment or replacement of that Prudential Standard);

(B) do not give rise to FATCA Withholding Tax; and

(C) are "authorised investments" within the meaning of section 289 of the Duties Act 2001 (Queensland).

Availability Period

in respect of the Liquidity Facility, means the period from the Closing Date (up to but excluding) the earlier of the Liquidity Facility

	Termination Date and the Liquidity Facility Provider Termination Date.
Available Income	has the meaning given to it in Section 11.7 ("Determination of Available Income").
Available Liquidity Amount	means on any day an amount equal to: (a) the Liquidity Limit on that day; less (b) the Liquidity Principal Outstanding on that day.
Available Principal	has the meaning given to it in Section 11.3 ("Determination of Available Principal").
Average Arrears Ratio	means, on any Determination Date, the amount (expressed as a percentage) calculated as follows: $A = \frac{B}{4}$ where: A = the Average Arrears Ratio; and B = the sum of the Arrears Ratio for that Determination Date and the Arrears Ratios for the 3 Determination Dates immediately preceding that Determination Date.
Bank	has the meaning given to the expression "Australian bank" in the Corporations Act.
BBSW	has the meaning given to it in Section 6 ("Condition of the Notes").
BBSW Rate	has the meaning given to it in Section 6 ("Condition of the Notes").
Borrowings	means, in respect of the Trust or the Series, any amount borrowed or raised by the Issuer in its capacity as trustee of the Trust.
Break Payments	means any break costs due to the Issuer in relation to any Derivative Contract to the extent such break costs are to be paid by the Issuer to a Debtor in respect of a Series Receivable.
Business Day	means a day on which banks are open for general banking business in Sydney, Melbourne and Perth (excluding Saturday, Sunday and any public holiday in Sydney, Melbourne or Perth).
Business Day Convention	means the convention for adjusting any date if it would otherwise fall on a day that is not a Business Day, such that the date is postponed to the next Business Day.

Calculation Agent	means the Manager.
Call Option	means the Issuer's option to redeem Notes before the Maturity Date on each Call Option Date.
Call Option Date	means any Payment Date occurring on or following the earliest to occur of: (a) the Date Based Call Option Date; and (b) the Payment Date following the first Determination Date on which the aggregate Invested Amount of all Notes is less than 15% of the aggregate Initial Invested Amount of all Notes on the Closing Date.
Carryover Charge-Off	has the meaning given in Section 11.15 ("Allocation of Charge-Offs").
Cashflow Allocation Methodology	means the cashflow allocation methodology described in Section 11 ("Cashflow Allocation Methodology").
Charge-Off	has the meaning given to it in Section 11.14 ("Calculation of Losses and Charge-Offs").
Class	means each class of Notes specified in Section 2.3 ("General Information on the Notes").
Class A1 Note	means any Note designated as a "Class A1 Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.
Class A1 Noteholder	means a Noteholder of a Class A1 Note.
Class A2 Note	means any Note designated as a "Class A2 Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.
Class A2 Noteholder	means a Noteholder of a Class A2 Note.
Class B Note	means any Note designated as a "Class B Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.
Class B Noteholder	means a Noteholder of a Class B Note.
Class C Note	means any Note designated as a "Class C Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.
Class C Noteholder	means a Noteholder of a Class C Note.
Class D Note	means any Note designated as a "Class D Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.
Class D Noteholder	means a Noteholder of a Class D Note.

Class E Note	means any Note designated as a "Class E Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.
Class E Noteholder	means a Noteholder of a Class E Note.
Class F Note	means any Note designated as a "Class F Note" and which is issued in accordance with the Issue Supplement and the Note Deed Poll.
Class F Noteholder	means a Noteholder of a Class F Note.
Clearstream, Luxembourg	means the settlement system operated by Clearstream Banking, société anonyme.
Closing Date	means 26 October 2023, or such other date notified by the Manager to the Issuer.
Collateral	means all Series Assets of the Series which the Issuer acquires or to which the Issuer is or becomes entitled on or after the date of the General Security Deed.
Collateral Advance	has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").
Collateral Support	means, on any day: (a) in respect of any Derivative Contract, the amount of collateral (if any) paid or transferred to the Issuer by a Counterparty in accordance with the terms of that Derivative Contract that has not been applied by or on behalf of the Issuer before that day in accordance with the terms of that Derivative Contract; and (b) in respect of the Liquidity Facility Agreement, the Liquidity Collateral Account Balance.
Collection Account	means the account opened with an Eligible Bank in the name of the Issuer and designated by the Manager as the collection account for the Series.
Collection Period	means the period from (and including) the first day of a calendar month to (and including) the last day of that calendar month, provided that the first Collection Period will commence on (and include) the Closing Date and end on (and include) 30 November 2023.
Collection Period Distributions	has the meaning given to it Section 11.2 ("Distributions during a Collection Period").
Collections	means, in respect of a Collection Period, all amounts received by, or on behalf of, the Issuer in respect of the Series Receivables during that Collection Period including, without limitation:

	(a) all principal, interest and fees; (b) the proceeds of sale or Reallocation of any Series Receivables; (c) any proceeds recovered from any enforcement action (d) any amount received as damages in respect of a breach of any representation or warranty; and (e) any fixed rate break costs paid by the Debtors, after deduction of all Taxes and bank and government charges in respect of such amounts.
Conditions	means the conditions of the Notes set out in Section 6 ("Conditions of the Notes").
Control	of a corporation includes the direct or indirect power to directly or indirectly: (a) direct the management or policies of the corporation; or (b) control the membership of the board of directors.
Controller	has the meaning given to it in the Corporations Act.
Corporations Act	means the Corporations Act 2001 (Cth).
Costs	includes costs, charges and expenses, including those incurred in connection with advisers.
Counterparty	means, any counterparty with which the Issuer has entered into one or more Derivative Contracts in respect of the Series.
Custodian	means the Issuer, acting as Custodian under the Master Trust Deed.
Cut-Off Date	See Section 2.2 ("Summary – Transaction").
Date Based Call Option Date	means the Payment Date occurring in November 2028.
Dealers	means the persons specified as such in Section 2.1 ("Summary – Transaction Parties").
Dealer Agreement	means the document entitled "AFG 2023-1 Trust Dealer Agreement – Series 2023-1" dated 19 October 2023 between the Issuer and others.
Debtor	means, in relation to a Receivable, the person who is obliged to make payments with respect to that Receivable, whether as a principal or

	secondary obligation and includes, where the context requires, another person obligated to make payments with respect to that Receivable (including any mortgagor or guarantor).
Defaulting Party	in respect of a Derivative Contract, has the meaning given to it in that Derivative Contract.
Derivative Contract	means any interest rate swap, forward rate agreement, cap, collar, floor, collar or other rate or price protection transaction or agreement, currency swap, any option with respect to any such transaction or agreement, or any combination of any such transactions or agreements or other similar arrangements entered into by the Issuer in connection with the Series: (a) on terms in respect of which a Rating Notification has been given; and (b) with a counterparty in respect of which a Rating Notification has been given.
Determination Date	means the day which is 3 Business Days prior to a Payment Date.
Disposing Series	means each of the following series of the Disposing Trust: (a) Warehouse Series No.4; (b) Warehouse Series No.5; and (c) Warehouse Series No.6.
Disposing Trust	means the AFG 2010-1 Trust.
Disposing Trustee	means the trustee of the Disposing Trust.
Drawdown Date	means the date on which a Liquidity Advance or Collateral Advance is or is deemed to be made under the Liquidity Facility.
Eligible Bank	means any Bank with a rating equal to or higher than: (a) in respect of S&P: (i) a long term credit rating of A; or (ii) if the relevant entity does not have a long term credit rating from S&P, a short term credit rating of A-1; and (b) in respect of Fitch, a short term credit rating of F1 or a long term credit rating of A, or such other credit rating or ratings as may be notified in writing by the Manager to the Issuer and in respect of which a Rating Notification has been given.

Eligible Receivable	means a Receivable which satisfies the Eligibility Criteria on the Closing Date.
Eligibility Criteria	has the meaning given to it in Section 5.2 ("Eligibility Criteria for Series Receivables").
Encumbrance	means any: (a) security interest as defined in section 12(1) or section 12(2) of the PPSA; or (b) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; or (c) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or (i) right that a person (other than the owner) has to remove something from land (known as a profit á prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or (ii) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.
Enforcement Expenses	means all expenses paid by or on behalf of the Servicer in connection with the enforcement of any Series Receivable or any Related Security in accordance with the Transaction Documents.
EU	means the European Union.
EU Disclosure Technical Standards	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
EU Investor Requirements	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
EU Prospectus Regulation	means Regulation (EU) 2017/1129 (as amended).
EU Qualified Investor	means a person or entity qualifying as a qualified investor (as defined in Article 2 of the EU Prospectus Regulation).
EU Securitisation Regulation	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").

EU Securitisation Regulation Rules	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
Euroclear	means the settlement system operated by Euroclear Bank S.A./NV.
EUWA	means the European Union (Withdrawal) Act 2018 (as amended) of the United Kingdom.
Event of Default	has the meaning given to it in Section 12.4 ("The role of the Security Trustee under the Master Trust Deed and the General Security Deed").
Extraordinary Expense Loan	has the meaning set out in Section 11.10 ("Extraordinary Expense Reserve Draw").
Extraordinary Expense Reserve	means the ledger account of the Collection Account established in accordance with Section 11.10 ("Extraordinary Expense Reserve Draw").
Extraordinary Expense Reserve Balance	means, at any time, the amount standing to the credit of the Extraordinary Expense Reserve at that time.
Extraordinary Expense Reserve Draw	has the meaning set out in Section 11.10 ("Extraordinary Expense Reserve Draw").
Extraordinary Expense Reserve Required Amount	means $150,000.
Extraordinary Resolution	means a Resolution which is passed by 75% of votes cast by the persons present and entitled to vote at a meeting.
Fallback Rate	has the meaning given to it in Section 6 ("Condition of the Notes").
FATCA	means: (a) sections 1471 to 1474 (inclusive) of the United States of America Internal Revenue Code of 1986 (including any regulations or official guidance issued with respect thereof and any amended or successor provisions); (b) any treaty, law, regulation, or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States of America and any other jurisdiction, which (in either case) facilitates the implementation of any law, regulation or official guidance referred to in paragraph (a) above; or (c) any agreement pursuant to the implementation of any treaty, law, regulation or other official guidance

	referred to in paragraphs (a) or (b) above, with the United States of America Internal Revenue Service, the United States of America government or any government or governmental or taxation authority in any other jurisdiction.
FATCA Withholding Tax	means any withholding or deduction made under or in connection with, or in order to ensure compliance with, FATCA.
Final Fallback Rate	has the meaning given to it in Section 6 ("Condition of the Notes").
Fitch	means Fitch Australia Pty Ltd (ABN 93 081 339 184).
Fixed WAM	has the meaning set out in Section 5.7 ("Fixed Rate Housing Loans").
Further Advance	in relation to a Receivable, means any advance to the relevant Debtor after the settlement date of that Receivable which results in an increase in the Scheduled Balance of that Receivable.
Further Liquidity Shortfall	means, on a Determination Date, the amount (if positive) equal to: A – B where: A = the Liquidity Shortfall in respect of that Determination Date; and B = the Principal Draw in respect of that Determination Date.
General Security Deed	means the document entitled "AFG 2023-1 Trust General Security Deed – Series 2023-1" dated 24 October 2023 between the Issuer, the Security Trustee and the Manager.
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 the goods and services tax payable under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Housing Loan	means a Receivable secured by a Mortgage over Land.
Improvements	means all improvements to the Land including, without limitation, all buildings, fences, structures, fixtures and fittings which are, from time to time, situated on the Land.

Income Collections

means in respect of a Collection Period (without double-counting):

(a) any Collections received during that Collection Period which are in the nature of interest or income; and

(b) any Recoveries received by, or on behalf of, the Issuer during that Collection Period.

Initial Invested Amount

means, in respect of:

(a) a Note other than a Redraw Note, $1,000; and

(b) a Redraw Note, such amount as may be determined by the Manager in accordance with the Issue Supplement.

Initial Reallocation Notice

means a Reallocation Notice dated on or prior to the Closing Date from the Disposing Trustee to the Manager and the Issuer.

Insolvent

a person is Insolvent if:

(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or

(b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or

(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Security Trustee); or

(d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or

(e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or

(f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Security Trustee (or the Manager, in the case of the solvency of the Security Trustee) reasonably deduces it is so subject); or

(g) it is otherwise unable to pay its debts when they fall due; or

(h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Insurance Policy means, in respect of a Receivable, any policy of insurance in force in respect of a Receivable or its Related Security (if any), including:

(a) any Lender's Mortgage Insurance Contract; and

(b) any property insurance insuring damage to the relevant Property.

Interest means, at any time in respect of a Note the interest which is due and payable in respect of that Note at that time.

Interest Period means, in respect of a Note:

(a) initially, the period from (and including) the Issue Date of that Note to (but excluding) the immediately following Payment Date;

(b) thereafter, the period from (and including) each Payment Date to (but excluding) the next following Payment Date,

provided that the last period ends on (but excludes) the Maturity Date.

Interest Rate in respect of a Note, has the meaning given to it in Section 1 ("Summary – Principal Terms of the Offered Notes").

Invested Amount means at any time in respect of a Note:

(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.

Investor Requirements has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").

Issue Date means, for a Note, the date on which that Note is, or is to be, issued.

Issue Supplement means the document entitled "AFG 2023-1 Trust Issue Supplement – Series 2023-1" dated 24 October 2023 between the Issuer and others.

Issuer has the meaning given to it in Section 2.1 ("Summary – Transaction Parties").

Japan Due Diligence and Retention Rules	has the meaning given to it in Section 2.5 ("Japan Due Diligence and Retention Rules").
Joint Lead Managers	means the persons specified as such in Section 2.1 ("Summary – Transaction Parties").
Land	means: (a) land (including tenements and hereditaments corporeal and incorporeal and every estate and interest in it whether vested or contingent, freehold or Crown leasehold, the terms of which lease is expressed to expire not earlier than five years after the maturity of the relevant Mortgage, and whether at law or in equity) wherever situated and including any fixtures to land; and (b) any parcel and any lot, common property and land comprising a parcel within the meaning of the Strata Schemes (Freehold Development) Act 1973 (New South Wales) or the Community Land Development Act 1989 (New South Wales) or any equivalent legislation in any other Australian jurisdiction.
Lender's Mortgage Insurance Contract	means, in relation to a Receivable, a contract of insurance under which a Mortgage Insurer insures the Issuer (or which has been assigned or novated to the Issuer) against the non-payment by a Debtor of amounts owing in respect of that Receivable.
Lending Procedures	means, from time to time, the then current policies and procedures of the Originator in relation to the origination of Receivables.
Liquidity Advance	has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").
Liquidity Collateral	has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").
Liquidity Collateral Account	has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").
Liquidity Collateral Account Balance	has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").
Liquidity Draw	has the meaning given to it in Section 11.9 ("Liquidity Draw")
Liquidity Facility	means the facility granted to the Issuer pursuant to the Liquidity Facility Agreement.
Liquidity Facility Agreement	means: (a) the document entitled "AFG 2023-1 Trust – Series 2023-1 Liquidity Facility

Agreement" dated 24 October 2023 between the Issuer, the Manager and the Liquidity Facility Provider; and

(b) any other agreement which the Issuer and the Manager agree is a "Liquidity Facility Agreement" and a Transaction Document in respect of the Series and in respect of which a Rating Notification has been given.

Liquidity Facility Provider means the person specified as such in Section 2.1 ("Summary – Transaction Parties").

Liquidity Facility Provider Termination Date has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").

Liquidity Facility Termination Date has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").

Liquidity Interest Period has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").

Liquidity Interest Rate has the meaning given to it in Section 12.8 ("The Liquidity Facility Agreement").

Liquidity Limit means at any time the lesser of:

(a) the amount equal to the greater of:

(i) $750,000; and

(ii) 1.00% of the aggregate Invested Amount of all of the Notes at that time;

(b) the amount agreed from time to time by the Liquidity Facility Provider and the Manager and in respect of which a Rating Notification has been given; or

(c) the amount (if any) to which the Liquidity Limit has been reduced at that time in accordance with the Liquidity Facility Agreement by the Issuer (at the direction of the Manager); or

(d) the Performing Mortgage Loans Amount at that time.

Liquidity Principal Outstanding means, at any time, an amount equal to:

(a) the aggregate of all Liquidity Advances made prior to that time (including any interest capitalised under the Liquidity Facility Agreement); less

(b) any repayments or prepayments of all such Liquidity Advances made by the Issuer on or before that time.

Liquidity Shortfall

means, on a Determination Date, the amount (if positive) equal to:

A - B

where:

A = the Required Payments payable on the immediately following Payment Date; and

B = the aggregate of the Available Income on the Determination Date.

If this calculation is negative, the Liquidity Shortfall is equal to zero.

Loan Agreement

means the document or documents which evidence the obligation of a Debtor to repay amounts owing under a Receivable and to comply with the other terms of that Receivable.

Losses

means, for a Collection Period, the aggregate losses (as determined by the Manager) for all Series Receivables which arise during that Collection Period after all enforcement action has been taken by the Servicer (in accordance with the Servicing Deed) in respect of any Series Receivables and after taking into account:

(a) all proceeds received as a consequence of enforcement under any Series Receivables (less the relevant Enforcement Expenses); and

(b) any payments received from the Manager, the Servicer or any other person for a breach of its obligations under the Transaction Documents,

and "**Loss**" has a corresponding meaning.

LVR

means, at any time in relation to a Receivable, the ratio of the Outstanding Balance of that Receivable at that time; to the value of the Land at the date the Receivable was settled, or the date of the last valuation report (whichever is the most recent at the relevant time).

Management Deed

means the document entitled "AFG Trusts Master Management Deed" dated 29 October 2010 between the Issuer and the Manager (as amended from time to time).

Manager

means, any person appointed as such in accordance with the Management Deed. The initial Manager is specified in Section 2.1 ("Summary – Transaction Parties").

Manager Termination Event

has the meaning given to it in Section 12.5 ("Management Deed").

Margin	in respect of a Note, has the meaning given to it in the Conditions.
Master Definitions Schedule	means the document entitled "AFG Trusts Master Definitions Schedule" dated 29 October 2010 between the Issuer and the Manager (as amended from time to time).
Master Trust Deed	means the document entitled "AFG Trusts Master Trust and Security Trust Deed" dated 29 October 2010 between the Issuer, the Manager and the Security Trustee (as amended from time to time).
Material Adverse Effect	in relation to the Liquidity Facility Provider, means a material and adverse effect on the amount of any payment or repayment of any interest, Availability Fee, Liquidity Advances or Collateral Advances to the Liquidity Facility Provider or the timing of any such payment or repayment.
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 of the Senior Obligations or the timing of any such payment.
Maturity Date	means the Payment Date in March 2055.
Meetings Provisions	means the provisions relating to meetings of Secured Creditors set out in schedule 6 of the Master Trust Deed.
Mortgage	means, in respect of a Receivable, each registered mortgage over Land and the Improvements on it, securing, amongst other things, payment of interest and the repayment of principal in respect of the Receivable.
Mortgage Insurers	See Section 2.1 ("Summary – Transaction Parties").
NAB	means National Australia Bank Limited (ABN 12 004 044 937).
National Consumer Credit Protection Laws	means each of: (a) the National Consumer Credit Protection Act 2009 (Cth), including the National Credit Code that comprises Schedule 1 to that Act; (b) the National Consumer Credit Protection (Fees) Act 2009 (Cth); (c) the National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009 (Cth);

(d) any acts or regulations enacted in connection with any of the acts set out in paragraphs (a) to (c) above; and

(e) Division 2 of Part 2 of the Australian Securities and Investment Commission Act 2001 (Cth), so far as it relates to obligations in respect of an Australian Credit Licence issued under the NCCP or registration as a registered person under the Transitional Act.

NCCP means the National Consumer Credit Protection Act 2009 (Cth).

Note Deed Poll means the document entitled "AFG 2023-1 Trust Note Deed Poll – Series 2023-1" dated 24 October 2023 signed by the Issuer.

Noteholder means, for a Note, each person whose name is entered in the Register for the Series as the holder of that Note.

Notes means the Class A1 Notes, the Redraw 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, or any of them as the context requires.

Notice of Creation of Security Trust means the document entitled "Notice of Creation of Security Trust - AFG 2023-1 Trust – Series 2023-1 Security Trust" dated 29 September 2023 signed by the Security Trustee.

Notice of Creation of Trust means the document entitled "Notice of Creation of Trust – AFG 2023-1 Trust" dated 29 September 2023 signed by the Issuer.

Offered Notes means the Class A1 Notes, the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

Originator means AFGS.

Other Income means, in respect of a Collection Period, any miscellaneous income (other than income earned on Authorised Investments) or other amounts (deemed by the Manager to be in the nature of income or interest) received by or on behalf of the Issuer during that Collection Period, other than any interest credited to the Extraordinary Expense Reserve and which is to be paid to the Extraordinary Expense Lender in accordance with Section 11.10 ("Extraordinary Expense Reserve Draw").

Other Series means any "Series" (as defined in the Master Definitions Schedule) relating to the Trust other than the Series.

Other Trust	means any "Trust" (as defined in the Master Definitions Schedule) other than the Trust.
Outstanding Balance	means, at any time in respect of a Series Receivable, the outstanding principal amount of that Series Receivable (including any interest and fees which have been capitalised under that Series Receivable).
Payment Date	means the 10th day of each month, subject to the Business Day Convention, provided that the first Payment Date will be 11 December 2023.
Permanent Discontinuation Trigger	has the meaning given to it in Section 6 ("Condition of the Notes").
Permanent Fallback Effective Date	has the meaning given to it in Section 6 ("Condition of the Notes").
Penalty Payment	means: (a) any amount (including, without limitation, any civil or criminal penalty) for which the Issuer is liable under the National Consumer Credit Protection Laws; (b) any amount which the Issuer agrees to pay (with the consent of the Servicer, such consent not to be unreasonably withheld) to a Debtor or other person in settlement of any liability or alleged liability or application for an order under the National Consumer Credit Protection Laws; or (c) any reasonable legal costs or other costs and expenses payable or incurred by the Issuer 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 National Consumer Credit Protection Laws and includes all amounts ordered by a court or other judicial, regulatory or administrative body or any other body which may bind the Issuer, including an Approved External Dispute Resolution Scheme, to pay (in each case charged at the usual commercial rates of the relevant legal services provider) in connection with paragraphs (a) to (c) above.
Performing Mortgage Loans Amount	means, at any time, the Outstanding Balance of the Series Receivables, excluding any Series Receivable: (a) in relation to which payment of any amount due has been in arrears for a period of 90 days or more as at the last

day of the immediately preceding Collection Period; or

(b) which is otherwise determined by the Servicer to be non-performing (having regard to the definition of that term in the Prudential Standard APS220 Credit Risk Management).

Permitted Encumbrance means:

(a) the security interest created under the General Security Deed;

(b) any Encumbrance arising under any other Transaction Document or which is expressly permitted by any Transaction Document; or

(c) any Encumbrance which the Security Trustee consents to (at the direction of an Extraordinary Resolution of the Voting Secured Creditors).

Permitted Retention means a holding of exposures in respect of any trust (established under the Master Trust Deed from time to time) in connection with the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules in effect from time to time (or any similar requirements in effect in the EU and the UK prior to implementation of the EU Securitisation Regulation Rules and the UK Securitisation Regulation Rules) or the similar risk retention rules in effect from time to time of any other jurisdiction, including pursuant to:

(a) section 15G of the Securities Exchange Act of 1934 of the United States of America; or

(b) the Japanese Due Diligence and Retention Rules.

PPSA means:

(a) the Personal Property Security Act 2009 (Cth) ("**PPS Act**");

(b) any regulation made at any time under the PPS Act;

(c) any provision of the PPS Act or regulation referred to in paragraph (b) above;

(d) any amendment made at any time to any of the above; 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 a Debtor in respect of a Series Receivable as a result of the Debtor prepaying any amount in respect of that Series Receivable.
Principal Draw	has the meaning given to it in Section 11.8 ("Principal Draw").
Property	means property, in any form, which is the subject of a Related Security.
Purchase Price	means, in respect of any assets which are to be Reallocated, the amount which is specified as such in the relevant Reallocation Notice.
Rating Agencies	means each of S&P and Fitch.
Rating Notification	in relation to an event or circumstance means that the Manager has confirmed in writing to the Issuer and the Security Trustee that it has notified each Rating Agency of the event or a circumstance and that the Manager is satisfied that the event or circumstance is unlikely to result in an Adverse Rating Effect in respect of the Series.
RBA	means the Reserve Bank of Australia.
RBA Recommended Rate	has the meaning given to it in Section 6 ("Condition of the Notes").
Reallocation	means reallocation of Trust Assets from one trust to a different trust with the same trustee in accordance with the Master Trust Deed.
Reallocation Date	means, in respect of a Reallocation, the date specified as such in the relevant Reallocation Notice.
Reallocation Notice	means a completed notice in or substantially in the form set out in schedule 7 to the Master Trust Deed.
Receivable	means a Housing Loan and any Related Security in respect of such Housing Loan.
Recoveries	means amounts received from or on behalf of Debtors or under any Related Security in respect of Receivables that were previously the subject of a Loss.
Receiver	means, in respect of the Series, a person or persons appointed under or by virtue of the General Security Deed as receiver or receiver and manager.
Redemption Amount	means, on any day in respect of a Note an amount equal to the aggregate of: (a) the Invested Amount of that Note (or the Stated Amount of that Note, if

	approved by an Extraordinary Resolution of the Noteholders of that Class of Notes); and (b) all accrued and unpaid interest in respect of that Note, on that day.
Redraw	means, in relation to a Receivable, any advance to the relevant Debtor after the settlement date of that Receivable which does not result in an increase in the Scheduled Balance of that Receivable.
Redraw Note	means a Note issued pursuant to Section 5.8 ("Redraws and Further Advances") and the Note Deed Poll and which is designated as a "Redraw Note".
Redraw Noteholder	means a Noteholder of a Redraw Note.
Redraw Note Limit	means, at any time, 1.00% of the aggregate Invested Amount of the Notes.
Redraw Reserve Ledger	means the ledger account in the Collection Account designated as such and established and maintained by the Manager as described in Section 5.8 ("Redraws and Further Advances").
Redraw Shortfall	has the meaning set out in Section 5.8 ("Redraws and Further Advances").
Redraw Trigger	means the Notes are not redeemed in full in accordance with condition 8.2 ("Redemption of Notes – Call Option") of the Conditions on the first Date Based Call Option Date.
Register	means, the register of Noteholders maintained for the Series by the Issuer pursuant to the Master Trust Deed.
Registrar	means the Issuer such other person appointed by the Issuer to maintain the Register for the Series.
Related Entity	of an entity means another entity which is related to the first within the meaning of section 50 of the Corporations Act.
Related Security	means, in respect of a Receivable, any Encumbrance which secures or otherwise provides for the repayment or payment of amounts owing under the Receivable.
Relevant Party	means each party to a Transaction Document.
Required Credit Rating	means in respect of: (a) S&P: (i) for debt securities with remaining maturities at the

time of purchase of less than or equal to 60 days, a short term credit rating by S&P of at least A-1;

(ii) for debt securities with remaining maturities at the time of purchase of more than 60 days, but less than or equal to 365 days, a short term credit rating by S&P of A-1+; and

(b) Fitch:

(i) for debt securities with remaining maturities at the time of purchase of less than or equal to 30 days, a short term credit rating by Fitch of at least F1 or a long term credit rating by Fitch of at least A;

(ii) for debt securities with remaining maturities at the time of purchase of more than 30 days but less than or equal to 365 days, a short term credit rating by Fitch of F1+ or a long term credit rating by Fitch of at least AA-,

or such other credit ratings by the relevant Rating Agency as may be notified by the Manager to the Issuer from time to time provided that a Rating Notification is given in respect of such other credit ratings

Required Liquidity Rating means:

(a) in the case of S&P:

(i) a long term rating equal to or higher than BBB; or

(ii) a short term rating equal to or higher than A-2 (if the Liquidity Facility Provider does not have any long term rating from S&P); and

(b) in the case of Fitch, a short term credit rating equal to or higher than F1 or a long term credit rating equal to or higher than A,

or such other credit rating or ratings by the Rating Agencies as may be agreed by the Manager and the Liquidity Facility Provider from time to time (and notified in writing by the Manager to the Issuer) provided that the Manager has delivered to the Issuer a Rating

Notification in respect of such other credit rating or ratings.

Required Payments means, in respect of a Payment Date:

(a) if the Stated Amount of the Class E Notes is equal to or less than 95% of the Invested Amount of the Class E Notes, the aggregate of payments payable on that Payment Date in accordance with Section 11.12(a) to 11.12(l) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)");

(b) if the Stated Amount of the Class D Notes is equal to or less than 95% of the Invested Amount of the Class D Notes, the aggregate of payments payable on that Payment Date in accordance with Section 11.12(a) to 11.12(k) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)");

(c) if the Stated Amount of the Class C Notes is equal to or less than 95% of the Invested Amount of the Class C Notes, the aggregate of payments payable on that Payment Date in accordance with Section 11.12(a) to 11.12(j) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)");

(d) if the Stated Amount of the Class B Notes is equal to or less than 95% of the Invested Amount of the Class B Notes, the aggregate of payments payable on that Payment Date in accordance with Section 11.12(a) to 11.12(i) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"); and

(e) in all other circumstances, the aggregate of payments payable on that Payment Date in accordance with Section 11.12(a) to 11.12(m) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)").

Residual Capital Unit means, with respect to the Trust, a unit in that Trust which is designated as a "Residual

	Capital Unit" in the Register of Unitholders for the Trust.
Residual Capital Unitholder	means, with respect to the Trust, a person registered as the holder of a Residual Capital Unit in the Trust.
Residual Income Unit	means, in respect of the Trust, a unit in the Trust which is designated as a "Residual Income Unit" in the Register of Unitholders for the Trust.
Residual Income Unitholder	means, in respect of the Trust, a person registered as the holder of a Residual Income Unit in the Trust.
Retention Notes	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
Retention Vehicles	means one or more wholly owned subsidiaries of AFGS.
S&P	means S&P Global Ratings Australia Pty Ltd (ABN 62 007 324 852), trading as "S&P Global Ratings".
Scheduled Balance	means, at any time, the scheduled amortising balance of a Receivable calculated in accordance with the terms of that Receivable on its settlement date.
Secured Creditor	means: (a) the Security Trustee (for its own account); (b) the Manager; (c) each Noteholder; (d) each Counterparty; (e) the Liquidity Facility Provider; (f) the Servicer; (g) the Issuer (for its own account); and (h) each Dealer.
Secured Money	in respect of the Series, means all money which: at any time; for any reason or circumstance in connection with the Transaction Documents for the Series (including any transaction in connection with them); whether at law or otherwise (including liquidated or unliquidated damages for default or breach of any obligation); and

whether or not of a type within the contemplation of the parties at the date of the General Security Deed:

(a) the Issuer is or may become actually or contingently liable to pay any Secured Creditor of the Series; or

(b) any Secured Creditor of the Series has advanced or paid on the Issuer's behalf or at the Issuer's express or implied request; or

(c) any Secured Creditor of the Series is liable to pay by reason of any act or omission on the Issuer's part, or that any Secured Creditor of the Series has paid or advanced in protecting or maintaining the Collateral or any security interest in the General Security Deed following an act or omission on the Issuer's part; or

(d) the Issuer would have been liable to pay any Secured Creditor of the Series but the amount remains unpaid by reason of the Issuer being Insolvent.

This definition applies:

(i) irrespective of the capacity in which the Issuer or the Secured Creditor of the Series became entitled to, or liable in respect of, the amount concerned;

(ii) whether the Issuer or the Secured Creditor of the Series is liable as principal debtor, as surety, or otherwise;

(iii) whether the Issuer is liable alone, or together with another person;

(iv) even if the Issuer owes an amount or obligation to the Secured Creditor of the Series because it was assigned to the Secured Creditor, whether or not:

(A) the assignment was before, at the same time as, or after the date of the General Security Deed; or

(B) the Issuer consented to or was aware of the assignment; or

(C) the assigned obligation was secured before the assignment;

(v) even if the General Security Deed was assigned to the Secured Creditor of the Series, whether or not:

(A) the Issuer consented to or was aware of the assignment; or

(B) any of the Secured Money was previously unsecured;

(vi) whether or not the Issuer has a right of indemnity from the Series Assets.

Securitisation Regulations has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").

Securitisation Regulation Rules has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").

Security Trust means the trust known as the "AFG 2023-1 Trust – Series 2023-1 Security Trust" established under the Master Trust Deed and the Notice of Creation of Security Trust.

Security Trustee such person who is, from time to time, acting as Security Trustee pursuant to the Transaction Documents. The initial Security Trustee is specified in Section 2.1 ("Summary – Transaction Parties").

Senior Obligations means the obligations of the Issuer:

(a) in respect of the Class A1 Notes and the Redraw Notes and any obligations ranking equally or senior to the Class A1 Notes and the Redraw Notes (as determined in accordance with the order of priority set out in Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), at any time while the Class A1

Notes or the Redraw 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 Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), at any time while the Class A2 Notes are outstanding but no Class A1 Notes or Redraw 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 Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), at any time while the Class B Notes are outstanding but no Class A1 Notes, Redraw Notes, or Class A2 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 Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), at any time while the Class C Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes or Class B Notes are outstanding; 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 Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), at any time while the Class D Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes or Class C Notes are outstanding; 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 Section 11.12 ("Application of

Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), at any time while the Class E Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes, Class C Notes or Class D Notes are outstanding; 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 Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), at any time while the Class F Notes are outstanding but no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are outstanding; and

(h) under the Transaction Documents generally, at any time while no Notes are outstanding.

Series means the series relating to the Trust which is known as Series 2023-1.

Series Assets means the Assets in respect of the Series.

Series Business has the meaning given to it in Section 12.2 ("General Features of the Trust").

Series Expenses means all costs, charges and expenses incurred by the Issuer in connection with the Series and under the Transaction Documents and any other amounts for which the Issuer is entitled to be reimbursed or indemnified out of the Series Assets (excluding any amount of a type referred to in Section 11.12 ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), other than Section 11.12(e)(i) ("Application of Total Available Income (prior to an Event of Default and enforcement of the General Security Deed)"), or Section 11.5 ("Application of Total Available Principal (prior to an Event of Default and enforcement of the General Security Deed)").

Series Receivable means, at any time, a Receivable which is then, or is then to immediately to become, a Series Asset of the Series.

Servicer means, any person appointed as such in accordance with the Servicing Deed. The initial Servicer is specified in Section 2.1 ("Summary – Transaction Parties").

Servicer Termination Event has the meaning given to it in Section 12.6 ("The Servicing Deed").

Servicing Deed means the document entitled "AFG Trusts Master Servicer Deed" dated 29 October 2010 between, the Issuer, the Manager and the Servicer (as amended from time to time).

Servicing Procedures means, from time to time, the then current policies and procedures of the Servicer in relation to the servicing of Receivables.

Standby Servicer see Section 2.1 ("Summary – Transaction Parties").

Standby Servicing Deed means the document entitled "Standby Servicing Deed AFG Trusts" dated 2 August 2012 between the Manager, the Servicer, the Standby Servicer and the Issuer.

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

(a) the Invested Amount of that Note; less

(b) the amount of any Charge-Offs to be allocated to that Note under Section 11.15 ("Allocation of Charge-Offs") prior to that time which have not been reimbursed on or before that time under Section 11.16 ("Re-instatement of Carryover Charge-Offs").

Step-Down Conditions has the meaning given to it in Section 2.2 ("Summary – Transaction").

Step-up Margin in respect of a Class A1 Note or a Class A2 Note, means 0.50% per annum.

Step-Up Margin Date means the first day of the Interest Period ending immediately after the first Call Option Date.

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

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

where:

A = the aggregate Invested Amount of the Class A2 Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on that day; and

B = the aggregate Invested Amount of all outstanding Notes on that day.

Tax Account means an account with an Eligible Bank established in the name of the Issuer in accordance with Section 11.21 ("Tax Account").

Tax Amount	means, in respect of a Payment Date, the amount (if any) of Tax that the Manager reasonably determines will be payable in the future by the Issuer in respect of the Trust and which accrued during the immediately preceding Collection Period.
Tax Shortfall	means, in respect of a Payment Date, the amount (if any) determined by the Manager to be the shortfall between the aggregate Tax Amounts determined by the Manager in respect of previous Payment Dates and the amounts set aside and retained in the Tax Account on previous Payment Dates.
Tax	includes any levy, charge, impost, fee, deduction, stamp duty, financial institutions duty, bank account debit tax or other tax of any nature payable, imposed, levied, collected, withheld or assessed by any Governmental Agency and includes any interest, expenses, fine penalty or other charge payable or claimed in respect thereof but does not include any tax on overall net personal income of the Issuer and **Taxes** and **Taxation** shall be construed accordingly.
Termination Event	in respect of a Derivative Contract, has the meaning given to it in that Derivative Contract.
Threshold Rate	means, in respect of a Determination Date and the immediately following Payment Date, the aggregate of: (a) the weighted average rate required to be paid on all the Series Receivables (taking into account the amounts received under fixed rate Series Receivables (if any) and any corresponding Derivative Contract) such that the Issuer will have sufficient funds available to it to at least meet the Required Payments in full (assuming that all parties comply with their obligations under the Transaction Documents and the Series Receivables (excluding any Series Receivables which have been written off) and taking into account income on other investments) on that Payment Date; and (b) 0.25% per annum.
Threshold Rate Subsidy	means, on any day, the amount calculated as follows: (A-B) x C x D where:

A = the Threshold Rate as at that day;

B = the weighted average interest rate on the Series Receivables as at that day (taking into account amounts received under fixed rate Series Receivables (if any) and any corresponding Derivative Contract);

C = the aggregate Outstanding Balance of all Series Receivables on that day; and

D = the number of days in the period commencing on (and including) that day and ending on (but excluding) the immediately following Payment Date, divided by 365,

provided that if this calculation is negative, the Threshold Rate Subsidy will be zero.

Title Documents

in respect of a Receivable means the documents of title and other supporting documents with respect to the relevant Housing Loan including, without limitation:

(i) the mortgage cover sheet and any schedule or annexure to it; and

(ii) the Loan Agreement; and

(iii) any guarantee in respect of the borrower's obligations under the Loan Agreement; and

(iv) any acknowledgment that the obligations of the borrower under the Loan Agreement or a guarantor under the guarantee are secured under the Housing Loan; and

(v) the certificate of title or its equivalent (if issued) to the property over which the Housing Loan is taken; and

(vi) a copy of the solicitor's certificate given in respect of the Housing Loan; and

(vii) if applicable, a copy of all Insurance Policies or evidence of the currency or existence of such Insurance Policies required in relation to the Housing Loan; and

(viii) such other originals or copies of documents relating to the Housing Loan as may have been entered into or prepared and which evidence the obligations of the borrower, mortgagor or guarantor in respect of the Housing

Loan, or the interest of the Issuer in respect of the Housing Loan; and

(ix) such other documents as are agreed by the Security Trustee and the Issuer to be title documents,

which are, or are to be, held by the Custodian.

Total Available Income has the meaning given to it in Section 11.11 ("Determination of Total Available Income").

Total Available Principal has the meaning given to it in Section 11.4 ("Determination of Total Available Principal").

Transaction Documents means, in respect of the Series:

(a) the Master Trust Deed (insofar as it applies to the Series);

(b) the Master Definitions Schedule (insofar as it applies to the Series);

(c) the Servicing Deed (insofar as it applies to the Series);

(d) the Standby Servicing Deed (insofar as it applies to the Series);

(e) the Management Deed (insofar as it applies to the Series);

(f) the Notice of Creation of Trust;

(g) the General Security Deed;

(h) the Issue Supplement;

(i) the Note Deed Poll;

(j) the Conditions;

(k) the Liquidity Facility Agreement;

(l) any Derivative Contract in respect of the Series;

(m) the Dealer Agreement; and

(n) any other document which the Issuer and the Manager agree is a "Transaction Document" for the purposes of the Issue Supplement and the Series from time to time, provided that a Rating Notification is given in relation to the designation of that additional Transaction Document.

Trust means the AFG 2023-1 Trust.

UK Credit-Granting Requirements	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
UK Investor Requirements	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
UK Prospectus Regulation	means Regulation (EU) 2017/1129 (as amended) as it forms part of the domestic law of the United Kingdom by virtue of the EUWA and as amended.
UK Qualified Investor	means a person who is a "qualified investor" as defined in the UK Prospectus Regulation.
UK Securitisation Regulation	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
UK Securitisation Regulation Rules	has the meaning given to it in Section 2.4 ("Securitisation Regulation Rules").
Unitholder	means each of the Residual Capital Unitholder and the Residual Income Unitholder.
Voting Secured Creditors	means: (a) for so long as any Class A1 Notes or Redraw Notes remain outstanding: (i) the Class A1 Noteholders and the Redraw Noteholders; and (ii) any Secured Creditors ranking equally or senior to the Class A1 Noteholders and the Redraw Noteholders (as determined in accordance with the order of priority set out in Section 11.18 ("Application of proceeds following an Event of Default and enforcement of the General Security Deed")); (b) if no Class A1 Notes or Redraw Notes remain outstanding and for so long as any Class A2 Notes remain outstanding: (i) the Class A2 Noteholders; and (ii) any Secured Creditors ranking equally or senior to the Class A2 Noteholders (as determined in accordance with the order of priority set out in Section 11.18 ("Application of proceeds following an Event of Default and enforcement

of the General Security Deed”));

(c) if no Class A1 Notes, Redraw Notes or Class A2 Notes remain outstanding and for so long as any Class B Notes remain outstanding:

(i) the Class B Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class B Noteholders (as determined in accordance with the order of priority set out in Section 11.18 (“Application of proceeds following an Event of Default and enforcement of the General Security Deed”));

(d) if no Class A1 Notes, Redraw Notes, Class A2 Notes or Class B Notes remain outstanding and for so long as any Class C Notes remain outstanding:

(i) the Class C Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class C Noteholders (as determined in accordance with the order of priority set out in Section 11.18 (“Application of proceeds following an Event of Default and enforcement of the General Security Deed”));

(e) if no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes or Class C Notes remain outstanding and for so long as any Class D Notes remain outstanding:

(i) the Class D Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class D Noteholders (as determined in accordance with the order of priority set out in Section 11.18 (“Application of proceeds following an Event of Default and enforcement of the General Security Deed”));

(f) if no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes, Class C Notes or Class D Notes remain outstanding and for so long as any Class E Notes remain outstanding:

(i) the Class E Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class E Noteholders (as determined in accordance with the order of priority set out in Section 11.18 ("Application of proceeds following an Event of Default and enforcement of the General Security Deed")); and

(g) if no Class A1 Notes, Redraw Notes, Class A2 Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes remain outstanding and for so long as any Class F Notes remain outstanding:

(i) the Class F Noteholders; and

(ii) any Secured Creditors ranking equally or senior to the Class F Noteholders (as determined in accordance with the order of priority set out in Section 11.18 ("Application of proceeds following an Event of Default and enforcement of the General Security Deed")); and

(h) if no Notes remain outstanding, the remaining Secured Creditors.

DIRECTORY

ISSUER AND STANDBY SERVICER

Perpetual Corporate Trust Limited
Level 18, Angel Place, 123 Pitt Street
SYDNEY NSW 2000

MANAGER and SERVICER

AFG Securities Pty Ltd
100 Havelock Street
WEST PERTH WA 6005

SECURITY TRUSTEE

P.T. Limited
Level 18, Angel Place, 123 Pitt Street
SYDNEY NSW 2000

ARRANGER, JOINT LEAD MANAGER, and DEALER

National Australia Bank Limited

Level 6, 2 Carrington Street
SYDNEY NSW 2000

Level 17, 395 Bourke Street
MELBOURNE VIC 3000

JOINT LEAD MANAGER and DEALER

Australia and New Zealand Banking Group Limited
ANZ Tower, 242 Pitt Street
SYDNEY NSW 2000

JOINT LEAD MANAGER and DEALER

Commonwealth Bank of Australia
Level 1
CBP South, 11 Harbour Street
Sydney NSW 2000

JOINT LEAD MANAGER and DEALER

United Overseas Bank Limited
Level 9, United Overseas Bank Building
32 Martin Place
SYDNEY NSW 2000

LEGAL ADVISERS TO THE MANAGER, SERVICER AND AFGS

King & Wood Mallesons
Level 61, Governor Phillip Tower
1 Farrer Place
SYDNEY NSW 2000